

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 21, 2014 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 Jones.

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 McSwain spoke about the "Geek Your Library" program, which was launched by Bill Gates. The program provides technology and resources for the library, benefitting all of our citizens. She also thanked the Commission for their support and invited them for refreshments following the meeting.
- Jen Snow, Chairman of the Library Board, was introduced by Commissioner McSwain. Chairman Greer presented a proclamation to Ms. Snow and declared January 20-24th as "Geek Your Library Week" in Henry County.
- Commissioner Jones made mention of Ms. Olee Lewis of Puryear, who passed away this past week. He recognized what a wonderful lady Ms. Lewis was, and how much she had done for this community.

THE CHAIR CLOSED THE FORUM

ITEM NO. 7

- Chairman Greer presented a proclamation to Henry County Patriot Head Football Coach James Counce and his staff, along with some of the Senior Patriots who were present, proclaiming January 21, 2014 "Red Pride Day" in Henry County, in recognition of the Patriot Football team winning the State Championship. Coach Counce spoke briefly, expressing thanks to the community for their support.

00 455

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

A motion was made by Commissioner Paschall and seconded by Commissioner Bradley to allow the Road Board to work with parties involved to determine a speed limit on a section of Osage-Crossland Road suitable for the Hoofbeats of Hope facility while in session.

ITEM NO. 8

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

VOICE VOTE CARRIED

DATE : 1-21-14

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

Henry County Clerk & Master Mary Burns addressed the Commission, explaining that she had petitioned the state regarding overages and unclaimed delinquent tax collections, asking that those monies be returned to Henry County. The state agreed, and ultimately returned \$44,951 to the Trustee's office.

ITEM NO. 9

	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								
PASCHALL, DAN								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
TOTAL								

NO VOTE REQUIRED

DATE : 1-21-14

00 457

ROLL CALL

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

A motion was made by Commissioner Paschall and seconded by Commissioner Bradley to approve Resolution 1-1-14, to appoint certain Citizens and Commissioners to various boards, committees, and positions.

ITEM NO. 10

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

VOICE VOTE CARRIED

DATE : 1-21-14

RESOLUTION NO. 1-1-14

**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 21st day of January, 2014, a majority or more of said Commissioners concurring, that:

- a. Agriculture Committee – The following be and hereby appointed for a two year term appointment with term to expire January 2016.

1 farm woman – Sarah Moss

1 farm man – Grant Norwood

2 County Commissioners – Don Jones and Paul Neal

- b. Airport Committee – Tommy Townsend be and hereby appointed to serve one 6-year term with term to expire January 2020.

- c. Beer Board – The following be and hereby appointed for one year term, with term to expire January 2015:

District 1 Don Jones
 District 2 Kreg Kyle
 District 3 Paul Mathenia
 District 4 Dell Carter
 District 5 Greg Carter

County Attorney

- d. Budget Committee – The following be and hereby appointed for a three year term with term to expire January 2017.

Bobby Freeman
 Terry Evans
 2nd Alternate, Marty Visser.

- e. Central Community Service Center Committee – The following be and hereby appointed for a 3 year term for Connie McSwain, with term expiring January 2017. April Perry's appointment is for one-year term with term to expire January 2015.

- f. Courthouse Committee – The following be and hereby appointed for a one year term with term to expire January 2015:

District 1- Dan Paschall
 District 2 - Kreg Kyle
 District 3 - Paul Mathenia
 District 4 - Dell Carter
 District 5 - David Webb

- g. Delinquent Tax Committee – The following be and hereby be appointed to a one year term, with term expiring January 2015:

District 1 – Wes Bradley
 District 2 – Paul Neal
 District 3 – Paul Mathenia
 District 4 – Dell Carter
 District 5 – Greg Carter

Brent Greer
 County Attorney.

- h. Emergency Communications District (E-911 Board) – The following be and hereby appointed for a three year term with new term expiring in January 2017:

Michael Williams
Betty Carter
John Etheridge

- i. Fire Protection Study Committee – The following be and hereby appointed for a one year term, with term expiring January 2015:

District 1 - Don Jones
District 2 - Kreg Kyle
District 3 - Paul Mathenia
District 4 - James Travis
District 5 - David Webb

- j. Board of Health – The following be and hereby appointed to a one year term with the new term to expire January 2015:

- i. Medical Doctor, Dr. Terry Harrison
- ii. Dentist, Dr. Jeff Morris
- iii. Veterinarian, Dr. Buddy Gardner
- iv. Director of Schools, Mr. Sam Miles
- v. Nurse Lori Taylor
- vi. Pharmacist, Randall Perkins
- vii. Medical Doctor, Dr. Scott Whitby
- viii. Legal Profession, Bill Looney

- k. Health Insurance Committee – The following be and hereby appointed for one year term with term expiring January 2015:

District 1 - Dan Paschall
District 2 - Kreg Kyle
District 3 - Monte Starks
District 4 - James Travis
District 5 - Connie McSwain

- l. County Historian – David Webb be and hereby appointed to a 1-year term with term expiring January 2015.

m. Investment Committee - This committee is made up of:

- i. Brent Greer, County Mayor
- ii. David Stone, County Trustee
- iii. Donna Craig, County Clerk

These new appointments are for 1 year and will expire January 2015.

n. Legislative Committee – The following be and hereby appointed to a one year term, with term to expire January 2015:

District 1 - Wes Bradley
 District 2 - Paul Neal
 District 3 - Monte Starks
 District 4 - James Travis
 District 5 - David Webb
 County Attorney

o. Medical Examiner - Dr. Charles Walker be and hereby appointed for a one year term which expires January 2015.

p. Assistant Medical Examiner – Dr. Scott Portis be and hereby appointed for a one year term which expires January 2015.

q. Nominating Committee – The following be and hereby are appointed to the Nominating Committee for one year to expire January, 2015:

Dist. 1	Wes Bradley
Dist. 2	Kreg Kyle
Dist. 3	Marty Visser
Dist. 4	James Travis
Dist. 5	Greg Carter

- r. Personnel Policies & Procedures Committee – The following be and hereby appointed to the Employees Personnel Policies and Procedures Committee for a two year terms:

District 1 - Wes Bradley
 District 3 - Paul Mathenia
 District 5 - Connie McSwain

- s. Public Records Commission – The following be and hereby appointed for a one year term, with term expiring January 2015.

Donna Craig, County Clerk
 Brent Greer, County Mayor
 Pam Martin, Register of Deeds
 Wes Bradley, County Commissioner
 Paul Neal, County Commissioner
 Vicki Snyder, Judicial Appointment
 Stephanie Tayloe, Genealogist
 Connie McSwain, County Commissioner
 David Webb, County Historian

- t. Henry - Carroll Railway Authority – The following be and hereby appointed for a one year term with new term to expire January 2015.

Brent Greer
 Kreg Kyle

- u. Solid Waste Committee – The following be and hereby appointed for a 3-year term with term expiring January 2017.

Ralph Anderson
 Marty Visser
 Connie McSwain

- v. Veterans Service Committee – The following be and hereby appointed for a one year term with term to expire January 2015.

Greg Carter
 Dan Paschall

- w. Volunteer Committee – David Webb hereby be appointed to serve a 3 year term, with term to expire January 2017.

- x. Work Release Committee – The following be and hereby appointed for a one year term with term to expire January 2015.

- District 1 – Don Jones
- District 2 – Paul Neal
- District 3 – Monte Starks
- District 4 – Kenneth Humphreys
- 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 1-21-14



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 1-21-14



BRENT GREER
HENRY 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 Bradley to approve Resolution 1A-1-14, to appoint certain Citizens and Commissioners to various boards, committees, and positions.

ITEM NO. 11

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

VOICE VOTE CARRIED

DATE : 1-21-14

RESOLUTION NO. 1A-01-14
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
HENRY COUNTY, TENNESSEE TO APPOINT CERTAIN
CITIZENS AND COMMISSIONERS TO VARIOUS
BOARDS, COMMITTEES, AND POSITIONS

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 21st day of January, 2014, a majority or more of said Commission concurring, that:

Sally Peterson be appointed to the Henry County Library Board to fill the unexpired term of Kathy Page to end June 30, 2016.

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

PASSED 1-21-14



BRENT GREER, CHAIRMAN
COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 1-21-14



BRENT GREER
COUNTY MAYOR

ROLL CALL

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

A motion was made by Commissioner Kyle and seconded by Commissioner Neal to approve the Consent Agenda, which consists of the following: Minutes of the meeting of December 16, 2013, various quarterly reports, report of property tax collections to date, report of total revenue collections to date, and the following Notary Public designations: Lisa Ann Ellison, Lindsey F. Brasure, Vicki L. Douglass, Penny Strickland, Holly Barker, Paula Scott, William E. Moody, Joyce L. Bass, Kyle M. Wiggins.

ITEM NO. 12

	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				X				
PASCHALL, DAN								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 1-21-14

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 2-1-14 through and inclusive of 4-1-14, to authorize certain changes in the budget for Fiscal 2013-2014.

ITEM NO. 13

	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 1-21-14

RESOLUTION #2-1-14

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 2013-2014

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2013, adopted the budget for the Henry County General Fund for fiscal 2013-2014; 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 21st day of January 2014, 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 CLERK

INCREASE ACCOUNT 53100-194, entitled "Jury & Witness Fees," in the amount of \$2,500.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,500.00

Please see the attached memo from Mike Wilson regarding this transfer.

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

PASSED 1-21-14

APPROVED 1-21-14

Brent Greer
BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION
Donna Craig
DONNA CRAIG
COUNTY CLERK
Brent Greer
BRENT GREER
COUNTY MAYOR

RESOLUTION #3-1-14

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY SOLID WASTE FUND FOR FISCAL 2013-2014

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2013, adopted the budget for the Henry County Solid Waste Fund for fiscal 2013-2014; 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 Solid Waste Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Solid Waste 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 Solid Waste 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 21st day of January 2014, a majority or more of said membership concurring, that the budget for the Henry County Solid Waste Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 44530, entitled "Sale of Equipment," in the amount of \$4,000.00

INCREASE ACCOUNT 55751-790, entitled "Other Equipment," in the amount of \$4,000.00

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

PASSED 1-21-14

Brent Greer
BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

Donna Craig
DONNA CRAIG
COUNTY CLERK

APPROVED 1-21-14

Brent Greer
BRENT GREER
COUNTY MAYOR

RESOLUTION #4-1-14

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 2013-2014

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2013, adopted the budget for the Henry County Drug Control Fund for fiscal 2013-2014; 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 21st day of January 2014, 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 54150-599, entitled "Other Charges," in the amount of \$100.00


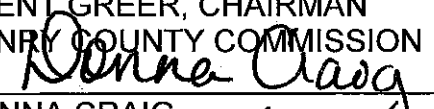

INCREASE ACCOUNT 54150-524, entitled "In Service/Staff Development," in the amount of \$800.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$900.00

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

PASSED 1-21-14

APPROVED 1-21-14


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

BRENT GREER
COUNTY MAYOR

ROLL CALL

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

A motion was made by Commissioner Travis and seconded by Commissioner Kyle to approve Resolution 5-1-14, in support of restoration of funding for the Family Resource Center program.

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								
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
STARKS, MONTE								
TRAVIS, JAMES			X					
VISSER, MARTY								
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 1-21-14

RESOLUTION NO. 5-1-14

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
HENRY COUNTY, TENNESSEE IN SUPPORT OF
RESTORATION OF FUNDING FOR THE FAMILY
RESOURCE CENTER PROGRAM**

WHEREAS, the Family Resource Center operated by the Henry County Board of Education provides programs as specified in TCA §49-2-115; and

WHEREAS, the State of Tennessee has annually provided a grant in support of the Family Resource Program most recently in the amount of \$29,611.65; and

WHEREAS, the County of Henry and its citizens make matching contributions to the program most recently in the amount of \$45,062.73; and

WHEREAS, the program has provided over 7935 various units of services to the students and their families in the Paris Special School District and the Henry County School System; and

WHEREAS, these units of service consist of the Weekend Backpack Program, tutoring and mentoring, school supplies, food bank assistance, clothing assistance, student-parent workshops, special projects and events, and Pre-K and K readiness; and

WHEREAS, family resource centers share a unified mission to assist families through information and training to help families resolve problems and allow and encourage students to be successful in school performance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 21st day of January, 2014, do hereby request that our Senator and State Representative make every effort to encourage the State of Tennessee to restore completely funding of the Family Resource Centers as established by TCA §49-2-115.


BE IT FINALLY RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date and a copy of the resolution be distributed to our State Senator and State Representative.

PASSED 1-21-14


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED 1-21-14


BRENT GREER
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 Starks to approve Resolution 6-1-14, to affirm compliance with Federal Title VI regulations.

ITEM NO. 15

	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								
PASCHALL, DAN								
STARKS, MONTE				X				
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID			X					
TOTAL								

VOICE VOTE CARRIED

DATE : 1-21-14

RESOLUTION NO. 6-01-14

**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 21st day of January, 2014, 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 1-21-14



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 1-21-14



BRENT GREER
HENRY COUNTY MAYOR

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 7-1-14, to quit-claim a section of Walker Loop Road.

ITEM NO. 16

	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 : 1-21-14

RESOLUTION NO. 7-1-14

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO QUIT-CLAIM
A SECTION OF WALKER LOOP ROAD**

WHEREAS, the Henry County Road Board has recommended to quit-claim a section of Walker Loop Road to Mr. Ron Ivey; and

WHEREAS, Section 8, Chapter 326, of the Private Acts of 1972 requires the County Commission to act on the recommendation of the Road Board and "in accordance with the General State Law."

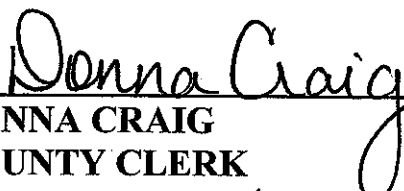
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session this 21st day of January, 2014, a majority or more of the membership concurring, does hereby authorize, empower, and direct the County Mayor to proceed according to general law, Tennessee Code Annotated § 54-10-201 et seq, concerning a quit-claim deed for a section of Walker Loop as explained in the attached documents.

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

PASSED 1-21-14




**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 1-21-14



**BRENT GREER
HENRY COUNTY MAYOR**

MINUTES OF THE HENRY COUNTY HIGHWAY COMMISSION

December 9, 2013

5:30 P.M.

The Henry County Highway Commission met in a regular scheduled meeting on December 9, 2013 at 5:30 p.m. The Meeting was held at the Henry County Highway Department.

The Meeting was called to order by Vice Chairman, Vic Mallard. Those present at roll call were as follows: Cody Craig, Marty Allison, Keith Hopkins, and Vic Mallard. Cody Craig led in prayer.

PUBLIC RESPONSE: Mr. Ron Ivey came to board requesting to quick claim half of a road on Walker Loop. He has already quick claimed a half in 1999. His neighbor Dominic Lucarelli, was the owner of the other half of the road. Mrs. Lucarellie never had an official deed recorded, of her half. Mr. Ivey has since purchased the property from Mrs. Lucarellie and wants to again quick claim the portion Mrs. Lucarellie never had recorded. Motion made by Marty Allison and second by Keith Hopkins to recommend to the county commission to let Mr. Ron Ivey quick claim this section of road on Walker Loop. Motion carried on a roll call vote. All present voting in the affirmative.

1. Motion made by Keith Hopkins and second by Marty Allison to approve the minutes of November 12, 2013. Motion carried on a voice vote. All present voting in the affirmative.
2. **EXCAVATOR:** Supervisor, Ray Norwood went over the different things that needed to be requested for new or used excavator specifications. Weight, reach, angel, horsepower, rubber pads, digging strength, and to consider back hoe and trailer as trade in. Also suggested they check into financing. Vice Chairman, Vic Mallard told Ray to write specs up and to bring back to next regular meeting for final approval, before the bids are let.
3. **Herbicide Applications:** Supervisor, Ray Norwood told the commissioners he had a representative from Chem-Pro that wanted to come and demonstrate his products. The cost would be \$75.00 a mile for both sides of the road. He told the board it may save the county over the long run. The wear and tear on machines and the cost of mowing. The board agreed to let him come to the January meeting to discuss further. Commissioner, Marty Allison was not as agreeable with Herbicide applications. He thought mowing the right away looked the best, and didn't present other problems on down the road.
4. Motion made by Cody Craig and second by Kyle Norwood to approve the November, 2013 Wages & Expenses as follows:

Wages	\$ 130,949.64
<u>Expenses</u>	<u>161,116.27</u>
Total	\$ 292,065.91

Motion carried on a roll call vote. All present voting in the affirmative.
5. **Supervisor's Report -** Supervisor, Ray Norwood reported on the previous 30-Day Work Plan.

6. Commissioner's Request - See Item #7 December, 2013 30-Day Work Plan.
7. Motion made by Vic Mallard and second by Keith Hopkins to approve the October, 2013 30-Day Work Plan as follows:
 1. Grade & Gravel Roads
 2. Patch Roads
 3. Bushhog Roads
 4. Herrondale West -- widen at curve
 5. India Road -- cut roots out of road
 6. Cay Lawrence Road --ditch
 7. Dale Cemetery Road -- fix culvert
 8. Jonesbend Road -- fix culvert
 9. Buchanan Area- cut limbs back
 10. Port Road -- culvert falling in
 11. Sparks Road -- patch
 12. Herrondale Road -- pot holes
 13. Henry Midway Road -- pot holes
 14. Conyersville Road -- shoulder caving in spots
 15. Pickard Road #375 -- shoulder in curve caving in
 16. Hayes Road #1315 -- where new culvert installed needs gravel
 17. Oak Grove South -- ditching by Brian Irby's House water stands
 18. Friendship Road -- ditch stopped up, cemetery wall fell in.

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

8. Motion to adjourn at 6:12 p.m.

DATE

ROAD BOARD CHAIRMAN

Minutes prepared by Diane Mallard, Secretary

ROLL CALL

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

A motion was made by Commissioner Freeman and seconded by Commissioner McSwain to approve Resolution 8-1-14, to authorize the filing of an application for Community Development Block grant to the Tennessee Department of Economic and Community Development by the Paris Board of Public Utilities.

ITEM NO. 17

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

MOTION CARRIED

DATE : 1-21-14

RESOLUTION NO. 8-01-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENRY COUNTY, TENNESSEE TO AUTHORIZE THE FILING OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT BY THE PARIS BOARD OF PUBLIC UTILITIES

WHEREAS, the Board of Commissioners of Henry County, Tennessee has committed to improve and enhance community livability for the citizens it represents; and

WHEREAS, said public officials have determined that the recommended upgrades and improvements for the Water Treatment Plant located at 212 South Fentress Street ; and

WHEREAS, having determined proper eligibility by Community Development Block Grant Program guidelines, the Paris Board of Public Utilities wishes to make application for up to \$500,000 in grant funds from the Tennessee Department of Economic and Community Development to implement the recommended upgrades and improvements of the Paris Board of Public Utilities to the Water Treatment Plant, with no obligation to Henry County Government.

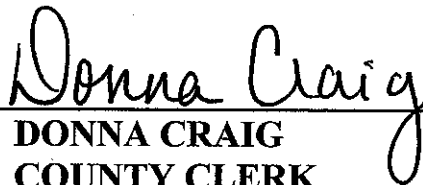
NOW, THEREFORE, BE IT RESOLVED by the Henry County, Tennessee Board of Commissioners, meeting in regular session on this 21st day of January, 2014, a majority or more of the membership concurring, that said Henry County Commission does hereby approve and support the application of a Community Development Block Grant to the Tennessee Department of Economic and Community Development by the Paris Board of Public Utilities for funds to implement the recommended upgrades and improvements to the Water Treatment Plant.

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

PASSED 1-21-14



**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



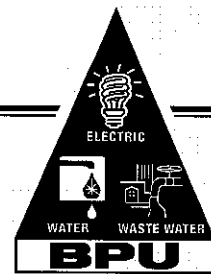
**DONNA CRAIG
COUNTY CLERK**

APPROVED 1-21-14



**BRENT GREER
HENRY COUNTY MAYOR**

BOARD OF PUBLIC UTILITIES



117 E. Washington - P.O. Box 460 • Paris, Tennessee 38242 • Phone 731-642-1322 • FAX 731-642-1713

November 11, 2013

Brent Greer
Henry County Mayor
P.O. Box 7
Paris, TN 38242

Dear Mr. Greer:

RE: 2015 Henry County CDBG eligibility

This letter will serve as a formal request from the Board of Public Utilities to use the 2015 Henry County Community Development Block Grant (CDBG) eligibility. I am following up on the verbal conversation that you and I recently had concerning the eligibility. BPU is currently undergoing an evaluation of our Water Treatment Plant located at 212 South Fentress Street. We anticipate the evaluation will be followed by recommended upgrades and improvements that will require significant capital expenditures. BPU's goal is to identify funding options that will minimize the impact of the improvements on water rate payers throughout our community. CDBG dollars is one effective means to achieve this goal.

BPU's Water Treatment Plant currently provides water to a significant number of homes throughout Henry County. The table below shows a breakdown of consumers of BPU water.

BPU - inside city	4,400 homes
BPU - in county	700 homes
South Paris Water Co-Op	900 homes
Northwest Henry Co Util Dist	450 homes
Springville Utility District	450 homes

A total of nearly 7,000 homes throughout Henry County are served by BPU water. Using the county's CDBG eligibility to assist in maintaining a reliable water source for this number of Henry County residents appears to be a positive move for our community. BPU respectfully

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asks that the county of Henry consider allowing the Board of Public Utilities to use its 2015 CDBG eligibility. Upon your approval, BPU will complete administrative work during 2014 and be ready to submit a CDBG application in February 2015.

Thank you for your consideration of this request. If you have any questions, feel free to contact me at 642-1322, ext. 149.

Sincerely,



Terry Wimberley

Director of Water/Wastewater Operations

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ROLL CALL

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

A motion was made by Commissioner Starks and seconded by Commissioner Greg Carter to approve Resolution 9-1-14, to authorize the acceptance of a Solid Waste Equipment grant in the amount of \$32,500.00.

ITEM NO. 18

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG				X	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		X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL					15			

MOTION CARRIED

DATE : 1-21-14

RESOLUTION NO. 9-01-14

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD
OF COMMISSIONERS TO AUTHORIZE THE ACCEPTANCE OF A
SOLID WASTE EQUIPMENT GRANT IN THE AMOUNT OF
\$32,500.00**

WHEREAS, Henry County's application has been approved by the Tennessee Department of Environment and Conservation; and

WHEREAS, Henry County has been offered a grant for solid waste equipment by the Tennessee Department of Environment and Conservation in the amount of \$22,750.00 State portion and \$9,750.00 local match; and

WHEREAS, Henry County feels that it is in the best interest of the citizens of Henry County to accept the grant to purchase a new truck chassis and recycling trailers to enhance service of recycling to our county.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 21st day of January, 2014, a majority or more of the Commission concurring, does hereby accept the offer of the solid waste equipment grant from the Tennessee Department of Environment and Conservation in the amount of \$32,500.00 and does approve Henry County's matching share for the total project.

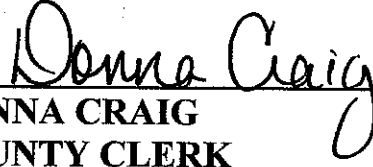
BE IT FURTHER RESOLVED that when the grant is processed and approved by the State and mailed to Henry County with instructions for the bid process and purchasing of equipment, the County Mayor is hereby authorized, empowered, and directed to act as agent for Henry County to advertise for bids, accept the lowest and best bid, and to sign necessary agreements for the purchase of same.

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

PASSED 1-21-14



**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**


APPROVED 1-21-14



**BRENT GREER
HENRY COUNTY MAYOR**

**GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date February 14, 2014	End Date February 13, 2019	Agency Tracking # 32701-01900	Edison ID 40282		
Contractor Legal Entity Name HENRY COUNTY			Edison Vendor ID 0000004223		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA #			
Service Caption (one line only) Department of Environment and Conservation – Recycling Equipment					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$22,750.00				\$22,750.00
TOTAL:	\$22,750.00				\$22,750.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				OCR USE – GG	
					
Speed Chart (optional) EN00016386		Account Code (optional) 71301000			

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ATTACHMENT 1

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GRANT BUDGET				
Henry County Recycling Equipment Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: February 14, 2014 END: February 13, 2019				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	\$22,750.00	\$9,750.00	\$32,500.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$22,750.00	\$9,750.00	\$32,500.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

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GRANT BUDGET LINE-ITEM DETAIL:


CAPITAL PURCHASE	AMOUNT
Recycling Equipment as indicated below:	
One (1) 1-Ton New Box Truck-Diesel Engine Chassis Only @ \$20,650.00	\$20,650.00
Two (2) 6'x12' Trailer with sides @\$1,050.00	\$2,100.00
TOTAL	\$22,750.00

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GRANT CONTRACT

(cost-reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date February 14, 2014	End Date February 13, 2019	Agency Tracking # 32701-01900	Edison ID 40282		
Contractor Legal Entity Name HENRY COUNTY			Edison Vendor ID 0000004223		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA #			
Service Caption (one line only) Department of Environment and Conservation – Recycling Equipment					
Funding --					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$22,750.00				\$22,750.00
TOTAL:	\$22,750.00				\$22,750.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
					
Speed Chart (optional) EN00016386		Account Code (optional) 71301000			

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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
HENRY COUNTY**

This Grant Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the 'State' and Henry County, hereinafter referred to as the "Grantee," is for the provision of purchasing recycling equipment as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 0000004223

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee by **June 30, 2014**, shall have purchased and be utilizing the recycling equipment listed in the approved Attachment I grant budget line-item detail (page 13.)
- A.3. The Grantee shall use equipment purchased pursuant to this grant only for the purpose of establishing new collection site(s), and/or for the improvement of existing collection site operations.
- A.4. The Grantee shall keep all equipment purchased under this grant in good, clean, proper working order and insure that the equipment is being utilized for recycling purposes within the terms and conditions of the Grant.
- A.5. The Grantee shall report annually in the Annual Progress Report how this equipment has impacted the Solid Waste Planning Region in progress toward the waste reduction/recycling goal.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning February 14, 2014, and ending on February 13, 2019. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Two Thousand Seven Hundred Fifty Dollars (\$22,750.00). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

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- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
 Division of Solid Waste Management (Grants)
 William R. Snodgrass Tennessee Tower, 14th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Division of Solid Waste Management.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

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- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

00 457

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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of

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

- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

The State:

Loretta Harrington, Grant Program Manager
 Department of Environment and Conservation
 Division of Solid Waste Management
 William R. Snodgrass Tennessee Tower, 14th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 Loretta.Harrington@tn.gov
 Telephone # 615-532-0086
 FAX # 615-532-0199

The Grantee:

The Honorable Brent Greer, Mayor
 Henry County
 P.O. Box 7
 Paris, TN 38242
 bgreer@henrycountyttn.org

00 500

Telephone # 731-642-5212
 FAX # 731-642-6531

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$2,500.00.

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

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

00 501

option, may also invoke the remedies herein provided.

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

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

The Grantee shall submit its inventory control report of all equipment purchased with funding through this contract within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- E.6. Grantee shall not request reimbursement until the following have been completed:
- a) All equipment has been delivered, installed and been made operational.
 - b) The vendor has been paid by the Grantee.
 - c) The State has inspected the completed site and confirmed that the site meets State requirements.
- E. 7. Grantee Participation. Grantee Participation amount(s) detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.8. If for any reason, the Grantee fails to comply with the provision of Section A.4. of this grant contract, the Grantee shall refund to the State the appropriate pro rata share of funding as indicated in the following table:

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Up to One (1) Year from Date of Purchase	100% of Funding
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%

IN WITNESS WHEREOF,

HENRY COUNTY:

Brent Greer

1/24/14

GRANTEE SIGNATURE DATE

BRENT GREER, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER DATE

ATTACHMENT 1

Page 12

GRANT BUDGET				
Henry County Recycling Equipment Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: February 14, 2014 END: February 13, 2019				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11.12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	\$22,750.00	\$9,750.00	\$32,500.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$22,750.00	\$9,750.00	\$32,500.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

00 504

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Recycling Equipment as indicated below:	
One (1) 1-Ton New Box Truck-Diesel Engine Chassis Only @ \$20,650.00	\$20,650.00
Two (2) 6'x12' Trailer with sides @\$1,050.00	\$2,100.00
TOTAL	<u>\$22,750.00</u>

00 505



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)**

NAME _____

Federal Identification Number or Social Security Number _____
(under which you are doing business with the State)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (select type of account) _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or one of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Have you ever received payments from the State through ACH? _____ (Yes or No). If yes, do you intend for this account information to replace existing account information currently used by the State? _____ (Yes or No). If yes, please specify account that should be changed: ABA No. _____ Account No. _____. Is this authorization only for certain types of payments? _____ (Yes or No). If yes, please indicate types:

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: _____ Phone No. _____

DEPOSITORY/BANK NAME _____ BRANCH _____
CITY _____ STATE _____
ACH TRANSIT / ABA NO. _____ ACCOUNT NO. _____
NAME(S) _____

(Please print names of authorized account signatory)

DATE _____ SIGNED X _____ SIGNED X _____

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:

Contact name: _____
Telephone No.: _____

FOR STATE USE ONLY:
CONTACT AGENCY - _____
CONTACT PERSON - _____
PHONE NUMBER - _____

ROLL CALL

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

A motion was made by Commissioner Webb and seconded by Commissioner Kyle to approve Resolution 10-1-14, to authorize the acceptance of a TDEC used oil equipment grant in the amount of \$12,200.00.

ITEM NO. 19

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
KYLE, KREG				X	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 : 1-21-14

RESOLUTION NO. 10-01-14

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD
OF COMMISSIONERS TO AUTHORIZE THE ACCEPTANCE OF A
TDEC USED OIL EQUIPMENT GRANT IN THE AMOUNT OF
\$12,200.00**

WHEREAS, the Henry County Solid Waste Office applied for a solid waste used oil equipment grant from the State; and

WHEREAS, Henry County's application has been approved by the Tennessee Department of Environment and Conservation; and


WHEREAS, Henry County has been offered a 100% state funded grant for used oil equipment by the Tennessee Department of Environment and Conservation in the amount of \$12,200 to purchase one used oil burning heater, one 500 gallon used oil storage tank, a used oil transfer pump; and oil spill containment equipment; and

WHEREAS, Henry County feels that it is in the best interest of the citizens of Henry County to accept the grant to enhance the used oil collection program at the Recycling Center.

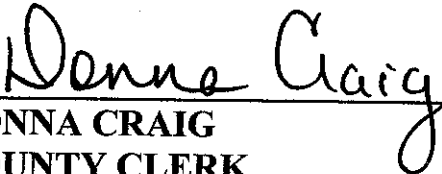
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 21st day of January, 2014, a majority or more of the Commission concurring, does hereby accept the offer of the Used Oil Equipment grant from the Tennessee Department of Environment and Conservation in the amount of \$12,200.

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

PASSED 1-21-14




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 1-21-14



BRENT GREER
HENRY COUNTY MAYOR



GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date February 1, 2014	End Date January 31, 2019	Agency Tracking # 32701-01868	Edison ID PO _____
Contractor Legal Entity Name HENRY COUNTY			Edison Vendor ID 0000004223
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA #	
Service Caption (one line only) Department of Environment and Conservation – Used Oil			
Funding			
FY	State	Federal	Interdepartmental
2014	\$12,200.00		
TOTAL:	\$12,200.00		
TOTAL Contract Amount \$12,200.00			
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		OCR USE – GG EDISON ID 39878	
Speed Chart (optional) EN00001890	Account Code (optional) 71301000		

327 23

ATTACHMENT 1

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GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Used Oil Equipment as indicated below:	
Henry County Recycling Center	
One (1) Tank @ \$2,500.00, One (1) Heater @ \$8,500.00, One (1) Pump @ \$700.00 and One (1) Absorbent @ \$500.00	\$12,200.00
TOTAL	\$12,200.00

00 510

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

A motion was made by Commissioner Webb and seconded by Commissioner Mathenia to approve Resolution 11-1-14, to adopt the 2013 updated Basic Emergency Operations Plan.

ITEM NO. 20

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

VOICE VOTE CARRIED

DATE : 1-21-14

RESOLUTION NO. 11-01-14

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO ADOPT THE 2013
UPDATED BASIC EMERGENCY OPERATIONS PLAN**

WHEREAS, the County Mayor's Office of Emergency Management has completed an update of the Henry County Basic Emergency Operations Plan as of September 30, 2013, and shall be distributed to response agencies and county municipalities for local adoption; and

WHEREAS, the Tennessee Emergency Management Agency has approved the updated Henry County Basic Emergency Operations Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 21st day of January, 2014, a majority or more of the membership concurring that:

SECTION 1: The County of Henry hereby adopts the 2013 updated Henry County Basic Emergency Operations Plan as the principal emergency management plan for Henry County, and shall be mandatory for Henry County, its municipalities, and political subdivisions in accordance with the Tennessee Code Annotated and the Civil Defense Act of 1950 as amended.

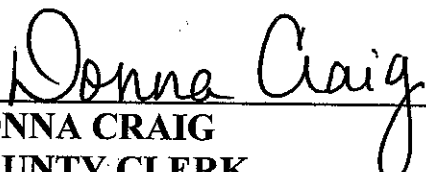
SECTION 2: This Resolution shall be in full force and effective from and upon its passage approval.

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

PASSED 1-21-14




**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 1-21-14



**BRENT GREER
HENRY COUNTY MAYOR**



THE STATE OF TENNESSEE
TENNESSEE EMERGENCY MANAGEMENT AGENCY
EMERGENCY OPERATIONS CENTER
MILITARY DEPARTMENT OF TENNESSEE
3041 SIDCO DRIVE, P.O. BOX 41502
NASHVILLE, TENNESSEE 37204-1502
(615) 741-0001

September 30th, 2013

Mr. Ron Watkins, Director
Henry County EMA
P.O. Box 7 575 Cedar St.
Paris, TN 38242

Dear Mr. Watkins:

On behalf of the State of Tennessee and the Tennessee Emergency Management Agency, and in accordance with TCA 58-2-106, it gives me great pleasure to inform you we have reviewed and approved the Henry County Basic Emergency Operation Plan (BEOP). The BEOP signifies the dedication to emergency management as a foundational document for the county's emergency management program. We commend the Henry County Emergency Management Agency and other plan participants for the development of a solid, workable plan that will guide the actions for preparing, responding, and recovering from emergencies and disasters.

BEOP's are approved on a four-year basis; therefore, the next revision of this plan will need to be approved four years from the date of this letter. As always, should there be questions or a need for additional information, please contact Mr. Cecil Whaley (Voice: 615-741-0640 / Email: cwhaley@tnema.org) or your TEMA Regional Director.

Sincerely,

A handwritten signature in black ink, appearing to read "James H. Bassham".

James H. Bassham, Director
Tennessee Emergency Management Agency

JHB:bw

cc: MS. Jane Waldrop, Director TEMA West Region
MS. Cheryl Yarbro, TEMA West Region

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

A motion was made by Commissioner Neal and seconded by Commissioner Greg Carter to accept with regret the resignation of County Attorney Lee Greer and thanking him for his many years of service.

ITEM NO. 21

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

VOICE VOTE CARRIED

DATE : 1-21-14

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

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

ITEM NO. 22

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

VOICE VOTE CARRIED

DATE : 1-21-14