

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 Monday, July 16, 2007 at 7:00 PM.

PRESENT AND PRESIDING the Honorable Brent Greer, Chairman, Jerry D. Bomar, Clerk, and the County Commissioners.

ITEM NO. 1 The meeting was called to order by 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 Watson.

ITEM NO. 4 Roll Call

The Clerk called the roll and the following were present:

Earl Anderson, Dell Carter, Mitchell Evans, Bobby Freeman, Don Jones, Dan Paschall, James Travis, Randy Veazey, Mary Warren, Larry Watson, David Webb, Tim Wirgau.

Absent- Jeff Hamlin, Kenneth Humphreys, Paul Mathenia

ITEM NO. 5 Citizens Forum

NONE AND THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum

James Travis- Asked to leave after Item D to be a guest at the revival Of Commissioner Humphreys.

Brent Greer- Made the commission aware of a joint project with Weakley County.

Dan Paschall- Spoke about the River Basin and gave a report on it.

THE CHAIR CLOSED THE FORUM

ITEM NO. 7 Watson's appointments to Committes

The Chairman announced that Commissioner Watson had been given the Positions on the committees that Connie McSwain had been on before her Resignation. A motion was made by Don Jones and seconded by Bobby Freeman that this be approved.

VOICE VOTE CARRIED

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

A motion was made by Randy Veazey and seconded by Bobby Freeman that Resolution #1-7-07 appointing Don Hutson to the budget committee be approved.

ITEM NO. 8

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

DATE : 07/16/2007

MOTION CARRIED

RESOLUTION NO. 1-7-07

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of July, 2007, a majority or more of said Commissioners concurring, that:

SECTION 1. Don Hutson be and hereby is appointed to the Budget Committee for the remainder of a 3 year term with term to expire January 2008.

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


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

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

PASSED 7-16-07



**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**JERRY D. BOMAR
COUNTY CLERK**

APPROVED 7-16-07



**BRENT GREER
HENRY COUNTY MAYOR**

ROLL CALL

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

A motion was made by David Webb and seconded by Dell Carter that the Consent Agenda be approved as presented with the following:

Minutes of the June 18th and July 2, 2007 meetings, various quarterly reports, the following annual reports, County Clerk, Clerk & Master, Register of Deeds, Sheriff's Department. Property and total tax collections to date, and the following notary publics: Billie J. Sanders, B.J. Gallamore, Richard L. Dunlap III, Lynnette Maynard, Joshua Bowden, Bonnie Carol Blanton, Teresa A. Dennison, Margaret A. Lamb, Bobbie Sue Kildebeck, Stephanie Renee Beecham, Barbara Thach, Linda Holder,

ITEM NO. 9

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

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

Resolution #2-7-07 was presented fixing the tax levy in Henry County for the fiscal Year beginning July 1,2007 and ending June 30, 2008. A motion was made by Earl Anderson and seconded by Bobby Freeman to approve the resolution as presented.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL			X		X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY				X	X			
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH	X							
JONES, DON					X			
MATHENIA, PAUL	X							
DAN PASCHALL					X			
TRAVIS, JAMES					X			
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL	3				12			

DATE : 07/16/2007

MOTION CARRIED

RESOLUTION NO. 2-7-07

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
HENRY COUNTY, TENNESSEE FIXING THE TAX LEVY IN
HENRY COUNTY, TENNESSEE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2007 AND ENDING JUNE 30, 2008**

SECTION 1. BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of July, 2007, a majority or more of the membership concurring, that the combined property tax rate for Henry County, Tennessee, for the Fiscal Year beginning July 1, 2007, shall be Two Dollars and 35/100 (\$2.35) on each \$100.00 of taxable property within the County, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

County General Fund	\$.5500
Debt Service	.030
Education Funds	1.3800
Highway Fund	.3300
Solid Waste Fund	.0600
TOTAL	\$ 2.35

SECTION 2. BE IT FURTHER RESOLVED that there is hereby levied by and for the use of Henry County, Tennessee, a privilege tax upon merchants and other vocations, occupations, and businesses doing business or exercising a taxable privilege in Henry County, Tennessee which are declared to be privileges by the General Revenue Act of the State of Tennessee, and amendments thereto, in accordance with said Acts. The privilege taxes hereby levied shall be in the same amounts as are levied by the State of Tennessee. The proceeds of the privilege taxes, herein, shall accrue to the County General Fund except where otherwise provided by statute.


SECTION 3. BE IT FURTHER RESOLVED that all resolutions of the Board of Commissioners of Henry County, Tennessee, which are in conflict with this Resolution, be and the same are hereby repealed.

SECTION 4. BE IF FINALLY RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 7-16-07




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



JERRY D. BOMAR
COUNTY CLERK

APPROVED 7-16-07



BRENT GREER
HENRY COUNTY MAYOR

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

A motion was made by Randy Veazey and seconded by Dell Carter to approve Resolution #3-7-07 making appropriations for the various funds, departments, Institutions, offices, and agencies for the fiscal year beginning July 1, 2007 and Ending June 30, 2008.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL				X	X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH	X							
JONES, DON					X			
MATHENIA, PAUL	X							
DAN PASCHALL					X			
TRAVIS, JAMES					X			
VEAZEY, RANDY			X		X			
WARREN, MARY					X			
WATSON, LARRY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL	3				12			

DATE : 07/16/2007

MOTION CARRIED

RESOLUTION NO. 3-7-07

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
HENRY COUNTY, TENNESSEE MAKING APPROPRIATIONS
FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS,
OFFICES, AND AGENCIES OF HENRY COUNTY, TENNESSEE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2007, AND
ENDING JUNE 30, 2008**

SECTION 1. **BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of July, 2007, a majority of the membership concurring, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Henry County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, 2007, and ending June 30, 2008, according to the following schedule:

COUNTY GENERAL FUND

Agricultural Extension	132,461.00
Airport	323,677.00
Elections	128,212.00

GENERAL GOVERNMENT

Board of Equalization	1,500.00
County Attorney	19,227.00
County Clerk	244,165.00
County Mayor	197,974.00
County Property Assessor	200,892.00
County Register of Deeds	184,657.00
County Trustee	177,059.00
County Commission	43,850.00
Accounts and Budgets	91,113.00
General Government Buildings	158,500.00
Other General Government Expense	125,502.00
Property Reappraisal Expense	79,660.00
Central Building	73,114.00
Total General Government	1,597,213.00

<u>Civil Defense/Emergency Mgt.</u>		37,880.00
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Health and Welfare

Office on Aging	121,922.00	
State Health Department	122,639.00	
Rabies and Animal Control	8,000.00	
 Total Health and Welfare		252,561.00

Public Safety Grants Program

<u>Contracts with Other Agencies (Childrens Special Services)</u>		2,660.00
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Law Enforcement:

General Sessions Court	98,165.00	
Chancery Court	171,752.00	
Circuit/General Sessions Court	200,021.00	
General Sessions Judge's Court	254,412.00	
Other Administration of Justice	10,000.00	
Juvenile/Probate Court	190,012.00	
Medical Examiner/Co. Coroner	35,700.00	
Sheriff's Department	1,741,236.00	
Juvenile Services	57,787.00	
Jail	1,182,571.00	
Special Patrols	82,000.00	
 Total Law Enforcement		4,023,656.00

Non-Profit Organizations:

1. Volunteer Fire Departments	31,200.00	
2. JACO A	3,900.00	
3. Heritage Center	10,000.00	
4. Paris-Henry County Arts Council	2,000.00	
5. Community Developmental Services	10,000.00	
6. Rescue Squad	4,800.00	
7. NW TN Tourism Council	800.00	
8. KY Lake ASA Softball	6,000.00	
9. Henry County First Responders	4,000.00	
10. Fair Association	6,000.00	
11. Henry County Little League	8,000.00	
12. Damascus Road	5,000.00	
13. Lee School Association	5,000.00	
14. Forever Friends Animal Sanctuary	1,000.00	
15. Tennessee Technology Center	1,500.00	
16. Sanders Senior Citizens Center	1,000.00	
17. Aspell Recovery Center	3,960.00	
 Total Non-Profit Organizations		104,160.00

<u>Tourism/Economic Development</u>	804,550.00
<u>W. G. Rhea Library</u>	126,740.00
<u>Veteran's Service</u>	35,242.00
<u>Soil Conservation Service</u>	52,258.00
<u>Other Charges</u>	121,044.00
<u>TN Rehabilitation Center – Matching Share</u>	52,000.00
<u>Other Supplies and Materials</u>	500.00
<u>Tourism-Advertising</u>	6,000.00
<u>Miscellaneous</u>	447,500.00
<u>Remittance of Revenue Collections</u>	15,000.00
<u>Employee Benefits</u>	1,379,123.00
<u>Chamber of Commerce</u>	25,750.00
<u>Fair Board Grants</u>	15,000.00
<u>Preservation of Records</u>	6,800.00
<u>State Forestry</u>	2,000.00
<u>Industrial Development</u>	55,000.00
<u>Infant Stimulation – UTM</u>	1,350.00
<u>Sanitation Management</u>	17,464.00
<u>CDBG – Knox</u>	124,102.00
<u>Drug Treatment Programs</u>	12,000.00
<u>Volunteer Center</u>	6,200.00
<u>Aid to Dependent Children</u>	1,200.00
<u>Henry County Literacy Council</u>	10,000.00
TOTAL COUNTY GENERAL FUND	9,919,303.00

DRUG CONTROL FUND

Drug Enforcement	49,400.00
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DEBT SERVICE FUND

Other Charges		12,000.00
General Government		
Bank Fees	11,000.00	
Principal on Notes	300,098.00	
Interest on Notes	13,463.00	
Principal on Other Loans Payable	443,000.00	
Interest on Other Loans Payable	92,000.00	
Total General Government		859,561.00
Education		
Bank Fees	10,000.00	
Principal on Bonds	1,425,000.00	
Interest on Bonds	623,045.00	
Principal on Other Loans Payable	168,400.00	
Interest on Other Loans Payable	70,000.00	
Total Education		2,296,445.00
TOTAL DEBT SERVICE FUND		3,168,006.00

CENTRAL CAFETERIA FUND

Food Service Expenses	1,735,286.00
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GENERAL PURPOSE SCHOOL FUND

Instruction-Reg. Education	10,428,151.00
Alternative Instruction	157,947.00
Instruction-Special Education	1,443,595.00
Instruction-Voc. Education	749,154.00
Instruction-Adult Education	315,449.00
Support Services-Attendance	194,781.00
Support Services-Health	255,978.00
Support Services-Other Student Support	548,637.00
Support Services-Regular Instruction	922,718.00
Support Services-Alternative Instruction	87,062.00
Support Services-Special Ed.	110,594.00

Support Services-Vocational Education	59,121.00	
General Administration- Board of Education	407,638.00	
General Administration- Office of Superintendent	284,979.00	
General Administration Office of Principal	1,250,395.00	
Business Administration- Fiscal Services	101,670.00	
Operation of Plant	1,331,074.00	
Maintenance of Plant	558,749.00	
Transportation	1,461,033.00	
Community Services	446,391.00	
Childhood Education	238,203.00	
Capital Outlay	107,400.00	
Debt Service	1,551,909.00	
TOTAL EXPENDITURES-GENERAL PURPOSE ED. FUND		23,012,628.00

GENERAL CAPITAL PROJECTS FUND

TOTAL GENERAL CAPITAL PROJECTS **370,110.00**

FEDERAL PROJECTS SCHOOL FUND

BE IT RESOLVED that the Henry County School Federal Projects Fund shall be the budgets approved for the separate projects within the fund by the Henry County Board of Education.

PSSD APPROPRIATIONS

ADA Share of Property Tax Revenues	1,830,321.00
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HIGHWAY FUND

Administration	272,469.00
Highway and Bridge Maint.	1,574,760.00
Operation & Maint. of Equip.	618,450.00

Quarry Operations	1,000.00	
Litter & Trash Collection	36,820.00	
Other Charges	219,482.00	
Employee Benefits	545,405.00	
Capital Outlay	1,439,100.00	
TOTAL HIGHWAY FUND		4,707,486.00

HENRY COUNTY MEDICAL CENTER

Salaries & Wages	27,979,548.00	
Employee Benefits	9,742,622.00	
Service Tax	387,150.00	
Depreciation	4,165,769.00	
Interest	757,720.00	
Bad Debts	5,969,330.00	
Other Expenses	1,608,587.00	
Utilities & Telephone	1,358,169.00	
Supplies	14,352,311.00	
Professional Fees	2,086,346.00	
Repairs & Maintenance	1,315,279.00	
Leases & Rentals	739,692.00	
Insurance	383,182.00	
TOTAL HENRY COUNTY MEDICAL CENTER		70,845,705.00

SOLID WASTE FUND

Sanitation Management	46,776.00	
Landfill Operation & Maint.	67,000.00	
Other Charges	7,000.00	
Recycling Center	451,648.00	
Other Waste Disposal	29,500.00	
TOTAL SOLID WASTE FUND		601,924.00

SECTION 2. **BE IT FURTHER RESOLVED**, that all fee officials enumerated in Section 8-22-101, T.C.A., shall pay over to the Trustee all fees and commissions collected each month. All such fees and commissions shall be placed in the County General Fund as provided by Section 8-22-104, T.C.A.

SECTION 3. **BE IT FURTHER RESOLVED**, that any appropriation made by this Resolution which covers the same purpose for which a specific appropriation is made by

statute is made in lieu of, but not in addition to, said statutory appropriations. The salary, wages, or remuneration of each officer, employee, or agent of the County, shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this Resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division, or department of the County in excess of the appropriation made herein for such office, agency, institution, division, or department of the County. Such appropriation shall constitute the limit of the expenditures of any office, agency, institution, division, or department ending June 30, 2008. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 4. BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the fiscal year in which the expenditure is to be made to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the State Director of Local Finance after its adoption as provided by Sections 9-11-101 to 9-11-119, inclusive, T.C.A.

SECTION 5. BE IT FURTHER RESOLVED, that certain school funds which function as clearing accounts have been included in the revenue and appropriation for the year ending June 30, 2008, as a memorandum only. It is expressly understood that the County Board of Education may not create or incur expenditures from these funds above actual revenue of such funds. It is further directed that no transfers may be effected between these clearing accounts and the operating school funds accounts.

SECTION 6. BE IT FURTHER RESOLVED, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein

authorized until the taxes and other revenue for the Fiscal Year 2007-2008 have been collected, not exceeding 60 percent of the appropriations of individual funds. The proceeds of loans for each individual fund shall be used only to pay the expenses and other requirements to the fund for which the loan is made and the loan shall be paid out of revenue of the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the authority of Title 9, Chapter 21, T.C.A. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2008.

SECTION 7. BE IT FURTHER RESOLVED, that the delinquent county property taxes for the year 2004 and prior years and the interest and penalty thereon collected during the year ending June 30, 2008, shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2006. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and be of no further effect at the end of fiscal year as of June 30, 2008.

SECTION 9. BE IT FURTHER RESOLVED, that; whereas, Section 5-932, T.C.A., authorizes the Board of Commissioners of Henry County, Tennessee, to make appropriations to non-profit, charitable organizations; and, whereas, the said Board of Commissioners of Henry County, Tennessee, recognizes the various non-profit charitable organizations located in and around Henry County have great need of funds to carry on their non-profit, charitable work:

Section a. The sum of Thirty-one Thousand Two Hundred Dollars (\$31,200) be appropriated to the Volunteer Fire Departments to benefit the general welfare of the residents of Henry County.

Section b. The sum of Three Thousand Nine Hundred Dollars (\$3,900) be appropriated to JACOA to benefit the general welfare of the residents of Henry County.

Section c. The sum of Ten Thousand Dollars (\$10,000) be appropriated to the Heritage Center to benefit the general welfare of the residents of Henry County.

Section d. The sum of Two Thousand Dollars (\$2,000) be appropriated to Paris-Henry County Arts Council to benefit the general welfare of the residents of Henry County.

Section e. The sum of Ten Thousand Dollars (\$10,000) be appropriated to Community Developmental Services to benefit the general welfare of the residents of Henry County.

Section f. The sum of Four Thousand Eight Hundred Dollars (\$4,800) be appropriated to the Rescue Squad to benefit the general welfare of the residents of Henry County.

Section g. The sum of Eight Hundred Dollars (\$800) be appropriated to Northwest Tennessee Tourism Council to benefit the general welfare of the residents of Henry County.

Section h. The sum of Six Thousand Dollars (\$6,000) be appropriated to Kentucky Lake ASA Softball to benefit the general welfare of the residents of Henry County.

Section i. The sum of Four Thousand Dollars (\$4,000) be appropriated to Henry County First Responders to benefit the general welfare of the residents of Henry County.

Section j. The sum of Six Thousand Dollars (\$6,000) be appropriated to the Fair Association to benefit the general welfare of the residents of Henry County.

Section k. The sum of Eight Thousand Dollars (\$8,000) be appropriated to Henry County Little League to benefit the general welfare of the residents of Henry County.

Section l. The sum of Five Thousand Dollars (\$5,000) be appropriated to Damascus Road to benefit the general welfare of the residents of Henry County.

Section m. The sum of Five Thousand Dollars (\$5,000) be appropriated to Lee School Association to benefit the general welfare of the residents of Henry County.

Section n. The sum of One Thousand Dollars (\$1,000) be appropriated to Forever Friends Animal Sanctuary to benefit the general welfare of the residents of Henry County.

Section o. The sum of One Thousand Five Hundred Dollars (\$1,500) be appropriated to Tennessee Technology Center to benefit the general welfare of the residents of Henry County.

Section p. The sum of One Thousand Dollars (\$1,000) be appropriated to Sanders Senior Citizens Center.

Section q. The sum of Three Thousand Nine Hundred Sixty Dollars (\$3,960) be appropriated to Aspell Recovery Center.

SECTION 10. BE IT FURTHER RESOLVED, that all appropriations enumerated in Section 9 above are made subject to the following conditions:

1. That the non-profit charitable organization to which funds are appropriated shall file with the County Clerk and the disbursing official a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of such non-profit organization in accordance with Section 5-932(c), T.C.A.
2. That said funds must only be used by the named non-profit charitable organization in furtherance of its non-profit charitable purposes benefiting the general welfare of the residents of Henry County.

3. That it is the expressed interest of the Board of County Commissioners of Henry County, Tennessee in providing these funds to the above named non-profit charitable organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury, and Section 5-932 of the T.C.A. and any and all other laws which may apply to county appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.

SECTION 11. **BE IT FURTHER RESOLVED**, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this Resolution be and the same is hereby repealed.

SECTION 12. **BE IT FURTHER RESOLVED**, that this Resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2007.

SECTION 13. **BE IT FINALLY RESOLVED**, that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 7-16-07

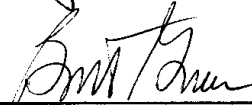


**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**JERRY D. BOMAR
COUNTY CLERK**

APPROVED 7-16-07



**BRENT GREER
HENRY COUNTY MAYOR**

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

A motion was made by Commissioner Evans and seconded by Commissioner Watson
 To approve resolution #4-7-07 authorizing the issuance of interest bearing capital outlay
 Notes not to exceed \$281,098 and providing for the payment of said notes.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL			X		X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH	X							
JONES, DON					X			
MATHENIA, PAUL	X							
DAN PASCHALL					X			
TRAVIS, JAMES	X							
VEAZEY, RANDY					X			
WARREN, MARY								
WATSON, LARRY				X	X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL	4				11			

DATE : 07/16/2007

MOTION CARRIED

RESOLUTION NO. 4-7-07

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO AUTHORIZE THE ISSUANCE
OF INTEREST BEARING CAPITAL OUTLAY NOTES NOT TO
EXCEED \$281,098 AND PROVIDING FOR THE PAYMENT OF
SAID NOTES**

WHEREAS, the Governing Body of Henry County, Tennessee, (the "Local Government") has determined it is necessary and desirable to establish a Henry County Capital Projects Fund for the benefit of the citizens of the Local Government; and

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

WHEREAS, under the provisions of Parts I, IV, and VI of the 1986 Tennessee Public Acts, Chapter 770 (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the State Director of Local Finance; and

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

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

SECTION 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the County Mayor of the Local Government is hereby authorized in accordance with the terms of this Resolution to issue and sell interest bearing capital outlay notes in a principal amount not to exceed Two Hundred Eighty One Thousand Ninety Eight Dollars (\$281,098) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local

Finance pursuant to the terms, provisions, and conditions of the Act. The Notes shall be designated "2007 Capital Projects Capital Outlay Notes, Series 2007"; shall be numbered serially from one (1) upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than ninety-nine percent (99%) of par value and accrued interest; and shall bear interest at a rate or rates not to exceed eight percent (8%) per annum, and in no event shall the rate exceed the legal limit provided by law.

SECTION 2. That, the Notes shall mature not later than one (1) year after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least one (1) year.

SECTION 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or if sold at par, with or without a premium not exceeding one percent (1%) of the principal amount.

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

SECTION 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the Chief Executive

Officer of the Local Government and the manual signature of the County Clerk with the Local Government Seal affixed thereon; and shall be payable as to principal and interest at the office of the County Trustee of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and is as required by law.

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

SECTION 7. That, the Notes shall be substantially the form attached hereto and shall recite that the Notes are issued pursuant to the Act.

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

SECTION 9. That, after the issuance and sale of the Notes, the Local Government shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Local Government's adoption of the budget.

SECTION 10. That, if any of Notes shall remain unpaid at the end of one (1) year from the issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government, or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the State Director of Local Finance.

SECTION 11. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective upon its passage and approval by the County Mayor.

Duly passed and approved this 16th day of July 2007.

PASSED 7-16-07



**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**JERRY D. BOMAR
COUNTY CLERK**

APPROVED 7-16-07



**BRENT GREER
HENRY COUNTY MAYOR**

ATTACHMENT "A"

CAPITAL PROJECTS

Airport Improvements	37,000
Building Improvements	50,000
Communication Equipment	6,000
Data Processing Equipment	22,000
Furniture and Fixtures	5,000
Heating and Air Conditioning Equip.	5,000
Law Enforcement Equipment	33,000
Motor Vehicles	92,110
Right-of-Way Acquisition	100,000
Other Construction	15,000
Other Capital Outlay	5,000
 Total Capital Outlay	 370,110

Total Capital Outlay	370,110
Revenue from Fund Balance	(89,012)
 Capital Outlay Note	 281,098

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

Resolution # 5-7-07 was presented authorizing an agreement with Barge ,Waggoner, Sumner & Cannon, Inc. for engineering services for the Henry County Airport. A Motion was made by Don Jones and seconded by Earl Anderson to approve this Resolution as presented.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL				X	X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH	X							
JONES, DON			X		X			
MATHENIA, PAUL	X							
DAN PASCHALL					X			
TRAVIS, JAMES	X							
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL	4				11			

DATE : 07/16/2007

MOTION CARRIED

RESOLUTION NO. 5-7-07

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS AUTHORIZING AN AGREEMENT WITH BARGE WAGGONER SUMNER & CANNON INC. FOR ENGINEERING SERVICES FOR THE HENRY COUNTY AIRPORT

WHEREAS, the Henry County Airport desires to enter into a contractual agreement for owner-engineering services; and

WHEREAS, a subcommittee of the Henry County Airport Committee solicited a request for proposals from various engineering firms for said services; and

WHEREAS, said committee has determined that Barge Waggoner Sumner and Cannon, Inc., be submitted to the Henry County Commission for their consideration.


NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of July, 2007, a majority or more of the membership concurring, does hereby approve the 3-year agreement between Henry County Airport and Barge Waggoner Sumner and Cannon, Inc., for engineering services for said support effective July 1, 2007.

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

PASSED 7-16-07

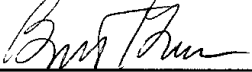


**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**JERRY D. BOMAR
COUNTY CLERK**

APPROVED 7-16-07



**BRENT GREER
HENRY COUNTY MAYOR**

60 GERMANTOWN COURT
SUITE 100
MEMPHIS, TENNESSEE 38018
901 755 7166
901 755 7844 FAX
www.bargewaggoner.com

BWSC | BARGE
WAGGONER
SUMNER &
CANNON, INC.

June 29, 2007
File 93000

Don Davenport, Airport Manager
HENRY COUNTY AIRPORT
1949 Diggs Road
Paris, Tennessee 38242
(731) 644-7933

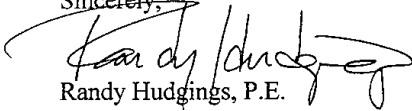
**RE: HENRY COUNTY AIRPORT
BWSC OWNER-ENGINEER AGREEMENT**

Dear Mr. Davenport:

Enclosed are (3) originals of the revised Owner-Engineer Agreement for BWSC. After your review, please obtain the appropriate signature from Henry County on all originals, and retain an original for your files. Please return the second original to BWSC, and forward the third to Mr. Chuck Hoskins, TDOT Aeronautics Division.

I have incorporated comments from Chuck, and have sent him the revised copy for his review. Please coordinate with Chuck as needed on the revised agreement, and call me at (901) 755-7166 if you have any questions.

Sincerely,


Randy Hudgings, P.E.
Project Manager

RAHms

Enclosure

cc: Charles Goforth, BWSC

ENGINEERS ARCHITECTS PLANNERS LANDSCAPE ARCHITECTS SURVEYORS

001023

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

A motion was made by Bobby Freeman and seconded by Larry Watson to approve Resolution #6-7-07 to enter into an agreement with Tennessee Risk Management Trust.

TEM NO. 14

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

DATE : 07/16/2007

VOICE VOTE CARRIED

001034

RESOLUTION NO. 6-7-07

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD
OF COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH
TENNESSEE RISK MANAGEMENT TRUST**

WHEREAS, a number of Local School Boards and other Public Entities in Tennessee (herein identified individually as a “Member System” and collectively as “Members”) have, pursuant to the Authority granted by Interlocal Cooperation Act (T.C.A. § 12-9-101 et seq.) and under the sponsorship of the Tennessee School Boards Association have created an Entity to be known as the Tennessee School Boards Risk Management Trust designed to implement and carry out the purpose of the said Tennessee School Boards Risk Management Trust; and

WHEREAS, the purpose of the aforesaid actions is to provide the participating Members with certain specified risk management products and services at potentially less cost than would otherwise be possible and to carry out related programs designed to reduce claims; and

WHEREAS, Henry County Local Government and the Henry County Highway Department desire to be participants in the organizational structure and purposes of the Tennessee School Boards Risk Management Trust; and

WHEREAS, Tennessee Law (T.C.A. § 12-9-104 (b) requires each Local Government desiring to participate in the organization and programs, aforesaid, to formally adopt a Resolution for the said purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 16th day of July, 2007, a majority or more of the membership concurring, that in compliance with the requirement of Tennessee Law, this Governing Body does by this Resolution accept full participation status in the Tennessee School Boards Risk Management Trust, subject to all the conditions and provisions of the formal documents creating it.


BE IT FURTHER RESOLVED that the County Mayor and Highway Superintendent representing this Governing Body, be and are hereby authorized and directed to sign the agreements on behalf of this Governing Body and to take any further actions necessary to carry out the purpose of this Resolution.

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

PASSED 7-16-07



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



JERRY D. BOMAR
COUNTY CLERK

APPROVED 7-16-07



BRENT GREER
HENRY COUNTY MAYOR

Tennessee Risk Management Trust

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Effective Date July 1, 2007

This Agreement is made by and among the Boards of Education and Boards and Commissions of the public entities hereinafter identified by written acceptance, each of which may be referred to hereinafter as a "Member" and which, collectively, may be referred to hereinafter as the "Members".

WHEREAS, Tennessee law identified as the "Interlocal Cooperation Act" (Tenn. Code Ann. § 12-9-101, *et seq.*) and the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101, *et seq.*) with special emphasis on (Sec. 401) provide that public entities may contract with one another to perform any activity authorized by law.

NOW, THEREFORE, each Member mutually agrees as follows:

ARTICLE I

Establishment and Purpose of Intergovernmental Entity

- 1.1 Pursuant to the provisions of the Tennessee Interlocal Cooperation Act and the policies and bylaws from time to time promulgated by the Trustees, the members hereby affirm the establishment of the Tennessee Risk Management Trust (TNRMT).
- 1.2 The purpose of the Trust is to provide self-insurance and risk management products of various kinds, including but not limited to casualty and property indemnification and to administer some or all insurance coverage and self-insurance protections. Nothing herein shall, nor shall participation in this Trust, constitute a waiver of immunities or defenses provided under the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 *et seq.*) or otherwise. The Trust shall also carry out such claim, accident, premium alteration and educational programs, as may be authorized by its Board.
- 1.3 The members also intend, by the creation of the Trust, to allow Members to equalize annual fluctuations in insurance costs by establishing a program through the Trust whereby reserves may be created and temporary deficits of individual Members covered and, ultimately, to equalize the risks and stabilize the costs of providing casualty and property protections of the type contemplated hereunder.

ARTICLE II

Terms and Conditions

- 2.1 The Tennessee Risk Management Trust, pursuant to the authority granted in the Tennessee Interlocal Governmental Cooperation Act and policies and bylaws from time to time promulgated by its governing Trustees, shall hold all assets, obligations and debt of the respective membership from the onset (7-1-1987) of the obligations governed by this Intergovernmental Cooperative.

ARTICLE III

Section 115 Classification

- 3.1 The TNRMT is entitled to the IRC 115 characterization of excludable income. The Trust will derive its income from the performance of essential governmental functions exclusively for political subdivisions of the State of Tennessee.

ARTICLE IV
Definitions used in this Agreement

- 4.1 Administrator – Manager of the trust's operations with responsibility as further defined in section 9.2 Trust Officers.
- 4.2 Account - An account of monies established by the Members and held by the Trust to pay the joint administrative expenses of and fund certain coverages provided to the Members and to purchase aggregate excess, specific excess, or any other insurance as determined by the Board of Trustees. The funds within the Account may also be used to pay premiums or claims for the Members.
- 4.3 Account Funds - Funds within the Account.
- 4.4 Annual Contribution - The amount of money determined to be due annually to fund the account, pay claims and to pay expenses.
- 4.5 Coverage - Those provisions and coverages that are approved and adopted by and for each Member and incorporated herein by reference. Each Member may, from time to time adopt one or more new or substituted coverages administered under this Agreement.
- 4.6 Effective Date - The member's entry date or July 1 of each year.
- 4.7 Fiscal Year - The twelve-month period commencing on July 1, lasting through June 30 of the year following.
- 4.8 Board - The Board of Trustees of the Tennessee Risk Management Trust.
- 4.9 Chairman - The Chairman of the Board of Trustees of the Tennessee Risk Management Trust.

ARTICLE V
Authority and Duties of the Trust

- 5.1 The Trust shall have the authority and duty to accomplish the purpose set forth in Article I above and, in furtherance of such authority and duty shall:
- (a) Contract for the services of agents, independent contractors, investment counsel, accountants, insurance consultant-claims administrators, attorneys, auditors and such other persons as may be necessary to administer and accomplish the purposes of the Trust; provided, however, that the Trust shall not have the authority to enter into any collective bargaining agreement;
 - (b) Carry out educational and other programs relating to accident and casualty claims reductions;
 - (c) Direct the collection and payment of funds to be used for the administration of the Trust and the provision of coverages hereunder;
 - (d) Cause to be purchased, aggregate excess, specific excess and other types of insurance as recommended by the Administrator;
 - (e) Prepare annual reports of claims filed and paid by the Trust;
 - (f) Obtain annually an audited report of the financial affairs of the Trust in a form acceptable under State law and regulation;
 - (g) Receive and hold all payments and contributions paid to it;
 - (h) Have authority and discretion to invest and reinvest all or any part of the funds received under this Agreement in securities issued by Federal Agencies or by enterprises which are guaranteed by the full faith and credit of the United States of America provided, however, that any deposit in excess of such accounts insured by the depository institution through the Federal Deposit Insurance Corporation shall be secured by the depository bank, as a condition of maintaining the account, with United States Government securities pledged specifically to insure such excess deposits, in securities which are a direct obligation of the United States of America;
 - (i) Own, manage, purchase, sell, contract to purchase or sell, transfer and otherwise deal with all property constituting the Account or Account Funds, in such a manner, for such considerations, and on such terms and conditions as the Trust shall decide;

- (j) Retain in cash any reasonable portion of the Account Funds pending investment, reinvestment or payment of benefits and deposit such cash in any depository selected by it;
- (k) Begin, maintain, or defend any litigation necessary in connection with the investment, reinvestment and administration of the Account or Account Funds;
- (l) Have all rights of an individual owner of property;
- (m) Hold securities or other property in the name of the Trust or its nominee or nominees, or in such other form as it determines best, with or without disclosing the Fiduciary relationship, provided the records of the Trust shall indicate the actual ownership of such securities or other property;
- (n) Retain any funds or property subject to any dispute without liability for the payment or delivery thereof until final adjudication is made by a court of competent jurisdiction;
- (o) Pay any estate, inheritance, income or other tax, charge or assessment attributable to any benefit which, in the Trust's opinion, it shall or may be required to pay out of such benefit; and to require before making any payment such release or other document from any taxing authority and such indemnity from the intended payee as the Trust shall deem necessary for its protection;
 - (1) Furnish the Members with such information in the Trust's possession as the Members may need for related purposes;
 - (2) Perform any and all acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Account or Account Funds;
 - (3) Deposit securities with a corporate depository;
 - (4) Maintain a separate and distinct record of the securities owned by the said Trust and to maintain integrity of various program funds as determined by the Board;
- (p) Carry out such other activities as are necessarily implied or required to carry out the purpose of the Trust specified in Article I, or the specific activities enumerated in Article III of this Agreement.

ARTICLE VI
Term of Agreement

6.1 The term of this agreement shall commence on July 1, 2007, replacing all previous Intergovernmental Agreements for the Tennessee School Boards Risk Management Trust, Tennessee School Boards Liability Trust and the Tennessee School Boards Workers Compensation Trust and all other agreements in conflict herewith.

ARTICLE VII
Board of Trustees

7.1 The Trust shall be managed by a Board of Trustees and the terms of this Agreement. The Board shall consist of Trustees identified as follows:

- (a) There shall be nine (9) Trustees. The Trustees shall be elected by the membership in a manner as prescribed in the bylaws of the Trust. The term of each Trustee shall be three years.
- (b) Resignation of a Trustee. Any Trustee may resign upon giving notification in writing to the Trust Chairman or the Trust Administrator.
- (c) Removal of a Trustee. A Trustee shall be removed by the Board of Trustees according to the by-laws of the Trust. In addition, any Trustee may be removed by a two thirds (2/3) vote of the Trustees for conduct deemed not in the best interests of the Trust or its membership. The removal of a Trustee shall become immediately effective upon written notification to the Trustee.
- (d) Appointment of Successor Trustees. Upon the death of a Trustee, resignation of a Trustee, or removal of a Trustee, the remaining Trustees shall appoint a person to fill the vacant position according to the by-laws of the Trust.
- (e) Amendment of Agreement. The provisions of this Intergovernmental Trust Agreement may be amended by the Board of Trustees subject to the execution of the so revised Intergovernmental Agreement by all members choosing to continue participation in the Trust at each Effective Date.

7.2 The board shall carry out the purposes and duties of the Trust, as set forth in Articles I and III of this Agreement, through its Administrator or other agents and employees, including, but not limited to, the following:

- (a) Making changes in policy for the Trust;
- (b) Selecting agents and independent contractors to act for the Trust;
- (c) Determining the compensation for all such agents, and independent contractors;
- (d) Procuring fidelity bonds for employees or other persons, as required by this Agreement or by law;
- (e) Preparing the annual budget of the Trust and any amendments to that budget;
- (f) Approving education and other programs relating to claim reduction;
- (g) Obtain or preparing and submitting to the members the financial reports and reports of claims;
- (h) Approving new Members;
- (i) Expelling Members in accordance with the provisions herein;
- (j) Such other activities are necessarily implied or required to carry out the purposes of the Trust.

7.3 No Trustee shall receive any salary for services from the Trust but shall receive a stipend for attendance at any regular or called meeting of the Board of Trustees, the amount of which shall be determined by the Board. In addition, any Trustee or other officer of the Trust may submit to the Trust for approval, and be reimbursed for, expenses incurred in the pursuit of his position. Reimbursement for such expenses shall be in accordance with procedures and policies established by the Board of Trustees consistent with the terms of this Agreement.

7.4 ETHICS POLICY

The Trust hereby adopts the model ethics policy prepared by the Municipal Technical Advisory Service. An original copy of the model policy will remain on the file at the Trust offices at 101 French Landing Dr., Nashville, TN 37228.

ARTICLE VIII Meetings of the Board of Trustees

8.1 Quarterly meetings of the Board of Trustees shall be held; however, the Board of Trustees may choose to forego certain meetings if no business matters are pending at that time. Any item of business may be considered at a regular meeting.

8.2 A meeting may be called at any time by the Chairman or a majority of the Trustees upon giving ten (10) days written notice to all Trustees. An emergency meeting may be called upon agreement of all Trustees or with no less than three (3) day written notice provided that all Trustees have been notified of such a meeting. An agenda specifying the subject of any special meeting shall accompany such notice and only business included on that agenda may be transacted. Called meetings or emergency meetings may be held by teleconference.

8.3 The time, date and location of regular meetings of the Board shall be determined by the Board.

8.4 No proxy votes shall be permitted.

8.5 A quorum shall consist of a majority of the Trustees. Except as provided in this Agreement, a simple majority of Trustees present and voting at a duly constituted meeting shall be sufficient to pass upon all matters.

8.6 The Trustees shall adopt by-laws which shall govern and control the operation and administration of the Trust which shall not be in conflict with any terms and provisions of the Intergovernmental Agreement.

8.7 Minutes of all regular and special meetings of the Board shall be sent to all Trustees.

8.8 All meetings of the Board shall be conducted in the manner required by law. In the event of any conflict between any provision of this Agreement and any provision of any applicable law, this Agreement shall be deemed modified to the extent necessary to comply with such law. In addition to any notices of meetings required to be served under this Agreement, the Administrator shall cause to be published any schedule or notice of meeting of the Board required by law. Such publication requirement shall be deemed met by announcement in the Trust newsletter and/or website.

ARTICLE IX
Trust Officers

9.1 Officers of the Trust shall consist of a Chairman, a Vice-Chairman, the Administrator and such other officers as are established from time to time by the Board. All officers shall be elected by the Board, except the administrator, who shall be employed by and serve at the pleasure of the board.

9.2 The "Administrator" shall be the principal operating officer of the Trust and shall supervise and control the day-to-day operations of the Trust and carry out the purpose of the Trust as directed by the Board. Among the duties and authority of the Administrator shall be the following:

- (a) To sign on behalf of the Trust any instrument which the Board or Members have authorized to be executed and, in general, to perform all duties incidental to the office of Administrator and such other duties as may be prescribed by the Board, consistent with this Agreement.
- (b) At each regular meeting of the Board and at such other times as requested to do so by the Board, to present a full report of his activities and the fiscal condition of the Trust.
- (c) To compile and list annually all claims filed and payments made by the Trust.
- (d) Within the constraints of the budget approved by the Board of Trustees, to make distributions from the Account for payment of claims and the administrative expenses of the Trust.
- (e) Disburse funds held in the Account.

ARTICLE X
MEMBER CONTRIBUTIONS

10.1 Payments into the Account will be developed and administered in the following manner:

- (a) The Trustees will determine the amount of total payments from all of the Members necessary to fund current and anticipated costs of the Trust based on recommendations from the administrator, Trust actuaries and underwriters. The factors to be considered in determining each member's annual payment shall include but not be limited to, all areas of relative claim exposure and claim or loss experience of the Member.

10.2 It is agreed that if the assets in the Account are at any time insufficient, in the opinion of the Trustees, to enable it to discharge its obligations, then the Trust shall have the right and responsibility to assess all Members which have participated in the Trust during any part of the period of insufficiency such total amount as is, in the opinion of the Trustees, required to end the insufficiency and each Member shall have the duty to pay its proportionate amount of the total. Such proportionate share will be determined based on the individual member's size, relative to the size of the entire group for the year/s where such insufficiency exists.

ARTICLE XI
Plan of Coverages

11.1 It is the intent of the Trust to provide indemnity for covered losses. Such indemnity shall be subject to the terms of the Coverage Document, various excess or reinsurance agreements and additional administrative policy as established by the Board of Trustees for each coverage period beginning July 1st.

001031

ARTICLE XII
Excess Insurance

- 12.1 The Trust may cause to be purchased excess insurance or reinsurance from a company permitted to do business in the State by the Tennessee Department of Commerce and Insurance.
- 12.2 Membership in the Trust shall not preclude any Member from purchasing any insurance coverage above those amounts determined by the Board of Trustees.

ARTICLE XIII
Obligations of Participating Members

- 13.1 The obligations of each Member shall be as follows:
- (a) To pay promptly all payments to the account at such times and in such amounts as are established within the scope of this Agreement;
 - (b) To cooperate fully with the Administrator, the insurance consultant-claims administrator, the Trust's attorneys and auditors, and any agent, employee, officer, or independent contractor of the Trust in any matter relating to the purpose and powers of the Trust.
 - (c) To furnish the Administrator any information reasonably required to carry out the purposes of the Trust as required by the Trust's by-laws.

ARTICLE XIV
Liability of Trustees and Officers

- 14.1 The Trustees and the officers of the Trust, including the Administrator, shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee or officer shall be liable for any action taken or omitted by any other Trustee or officer. The Account shall be used to defend, indemnify and hold harmless any Trustee or officer of the Trust for actions taken by the Board or performed by the Trustee or officer within the scope of this authority.
- 14.2 The Trust shall defend, indemnify and hold harmless to the full extent permitted by law any person who is or was a Trustee, officer, employee, or agent of the Trust, provided that actions by the Trustee, officer, employee or agent are consistent with the scope of their responsibilities under this agreement and such actions are not in conflict with formal, written opinions of Trust attorneys. In addition, the Trust may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Trust, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, regardless of whether the Trust would have the power to indemnify him or her against such liability.

ARTICLE XV
Contractual Obligation

- 15.1 The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity, either by the Trust or by any Member. The consideration for the duties imposed upon the Member by this Agreement is based upon the mutual promises and agreements of the Members as set forth herein and the advantages gained by the Members through participation herein.

15.2 All governmental subdivisions participating in or benefiting from this Agreement remain liable for their proportionate share of all losses incurred by the Trust during their membership or participation in the Trust, regardless of their withdrawal from or the complete termination of the Trust. The members intend, in the creation of the Trust, to establish an organization for joint administration of risk management programs within the scope set forth in this Agreement only and do not intend to create between members any additional relationship of partnership, surety, indemnification or liability for the debts of or claims against another.

ARTICLE XVI Expulsion of a Member

16.1 By a two-thirds (2/3) vote of the entire Board of Trustees, any Member may be expelled from the Trust. Such expulsion, which shall take effect in the manner set out below, may occur whenever,

- (a) a Member fails to perform any obligation under this Agreement,
- (b) failure or refusal to make payments and supplemental payments due to the Trust, or
- (c) activities by a Member detrimental to the purposes of the Trust.

16.2 No Member may be expelled except after notice from the Trust of the alleged failure and after a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. Within such fifteen-day (15) period, the Member may request a hearing before the Board before any decision is made as to whether to expel. The Board shall set the date for such hearing, which shall not be less than fifteen (15) days after expiration of the time to cure. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact; provided, however, that if the hearing is conducted by a hearing officer, the Member may request a further hearing before the Board. Such request shall be in writing and addressed to the Chairman. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. Expulsion of a Member after notice and hearing set forth in this Section shall be final.

16.3 After expulsion, the former Member shall continue to be fully liable for any payment due to the Account and any unfulfilled obligation as if it were still a Member of the Trust.

16.4 The Trust shall have no obligation with respect to claims incurred under the terminated coverage of an expelled Member after the effective date of such expulsion.

16.5 The obligation of the Trust to administer claims incurred under the coverage of an expelled Member prior to the effective date of expulsion shall continue for such claims as may have been or may be validly filed. Within sixty (60) days after an expulsion, or within sixty (60) days of the resolution of all outstanding claims if such occurs later, a final accounting of payments owed by or claim payments owing to said expelled Member shall take place and any amount found to be owed by such expelled Member shall be immediately paid into the Account by such Member and any amount found to be owed to such former Member shall be immediately paid from the Account to such former Member. An expelled Member will not have any right, title, or interest in any funds of the Trust other than explained in this paragraph except upon termination of the Trust as detailed in ARTICLE XVIII below.

ARTICLE XVII Withdrawal from the Trust

17.1 No Member shall have the right to withdraw from the Trust during the twelve (12) month period immediately following the Member's initial effective date. Thereafter, a Member may withdraw effective June 30 of any year upon notifying the Trust at least sixty (60) days prior to July 1st of any program year. Withdrawal from the Trust without giving such notice creates financial jeopardy for the remaining members of the Trust. Therefore, withdrawal without such notice will not be accepted.

17.2 The obligation of the Trust to administer claims incurred under the coverage of a withdrawing Member prior to the effective date of withdrawal shall continue for such claims as may have been or may be validly filed. Within sixty (60) days after such withdrawal, or within sixty (60) days of the resolution of all outstanding claims if such occurs later, a final accounting of payments owed by or claim payments owing to said withdrawing Member shall take

place and any amount found to be owed by such withdrawing Member shall be immediately paid into the Account by such Member and any amount found to be owed to such former Member shall be immediately paid from the Account to such former Member. A withdrawing Member will not have any right, title, or interest in any funds of the Trust other than explained in this paragraph except upon termination of the Trust as detailed in ARTICLE XVIII below.

ARTICLE XVIII Termination of the Trust

- 18.1 The Trust shall terminate thirty (30) years from the effective date of July 1, 1987 or upon the occurrence of any one of the following events:
- (a) A final determination by a Court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Trust is invalid or contrary to law.
 - (b) The number of Members is not sufficient to support the appropriate spread of risk.
- 18.2 Upon termination of the Trust, the rights and duties of the Trust to each Member and the rights and duties of each Member to the Trust shall be the same as those with respect to a withdrawing member for purposes of claim administration and resolution.
- 18.3 Upon termination of the TNRMT for a cause listed in 18.1 above, all assets of the TNRMT shall be liquidated. All funds as a result of such liquidation and including all cash assets of the Trust shall be used to pay outstanding claims and administration of such claims until all claims are permanently adjudicated and settled. After all obligations of the Trust are met, a determination shall be made by Trust actuaries as to whether a surplus or deficit exists. In the event of surplus, the actuary shall determine the surplus position of the Trust for all historical years of operation. Any amounts available in these historical years of operation will be distributed to members and former members who held valid membership during such surplus years will receive funds relative to the member's size from the year of participation and surplus relative to that year as determined by Trust actuaries. Likewise, such members and former members will be assessed for any year of participation in which a deficit existed, as determined by trust actuaries, after all obligations of the Trust are met after termination.

ARTICLE XIX Miscellaneous

- 19.1 **Addition of Members.** Any political subdivision of the State of Tennessee, is eligible to become a member of the Trust upon meeting the terms and executing their acceptance of this agreement.
- 19.2 **Section Heading.** The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.
- 19.3 **Validity and Savings Clause.** In the event any provision of this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionally or validity of the remainder of this Agreement shall not be deemed affected thereby.
- 19.4 **Counterpart.** This Agreement, and any amendments thereto, may be executed in any number of separate documents which taken together shall constitute a single instrument.
- 19.5 **Notice.** Any notice required by this Agreement shall be in writing and shall be deemed to have been given when:
- (a) notice is sent via United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:
 - If to the Trust: To such address as is specified by the Trustees.
 - If to the Members: To the address as the Members from time to time offer for publication.
 - (b) notice is sent via electronic mail addressed as follows:
 - If to the Trust: To the e-mail address last specified on the Trust's website

If to the Members: General notice is posted on the Trust's website and specific notice to members is sent to the last known e-mail address for such member.

- 19.6 **Authorized Signatures.** This Agreement shall be executed on behalf of the Member by its duly authorized officer and shall be forwarded, in duplicate, to the Tennessee School Boards Risk Management Trust.
- 19.7 **Acknowledgement and Acceptance.** The Trust shall acknowledge receipt of this Agreement and acceptance hereof by noting hereon in the space provided the Effective Date of its acceptance and shall return a fully executed copy hereof to the member.
- 19.8 **Obligations of the Parties.** The obligations and rights of the parties under this Agreement shall commence upon the effective date of the Trust's acceptance noted hereon.

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

ITEM NO. 15 A motion was made by Don Jones and seconded by Mary Warren to Suspend the rules to consider Resolution #7-7-07. VOICE VOTE CARRIED

A motion was made by Dan Paschall and seconded by Earl Anderson to approve Resolution #7-7-07 to reclaim and reopening a portion of the Curtis Bomar Road Leading to Poplar Grove Road.

ITEM NO. 16

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

DATE : 07/16/2007

VOICE VOTE CARRIED

RESOLUTION NO. 7-7-07

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD
OF COMMISSIONERS TO APPROVE, RECLAIM
AND REOPEN A PORTION OF THE CURTIS BOMAR ROAD
LEADING TO POPLAR GROVE ROAD AS A PART
OF THE HENRY COUNTY ROAD SYSTEM**

WHEREAS, The Henry County Highway Commission by Resolution adopted July 10, 2007, recommended to the Henry County Commission that Henry County reclaim and add to the official County Road System a portion of the Curtis Bomar Road of approximately 129 feet in length and 50 feet wide leading to Poplar Grove Road as a County Road with all property owners involved being in approval.


NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 16th day of July, 2007, that a portion of the Curtis Bomar Road of approximately 129 feet in length and 50 feet wide leading to Poplar Grove Road is hereby reclaimed as a County Road and added to the official County Road System.

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

PASSED 7-16-07



**BRENT GREER, CHARIMAN
HENRY COUNTY COMMISSION**



**JERRY D. BOMAR
COUNTY CLERK**

APPROVED 7-16-07



**BRENT GREER
HENRY COUNTY MAYOR**

001038

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

A motion was made by Earl Anderson and seconded by Don Jones to adjourn.

ITEM NO. 17

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

DATE : 07/16/2007

VOICE VOTE CARRIED