

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 June 18, 2012 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 Invocation was led by Commissioner Travis.

ITEM NO. 3 The pledge to the flag was led by Tipton County Clerk, Mary Gaither.

ITEM NO. 4 Roll Call

The following Commissioners were present: Wesley Bradley, Dell 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. Absent: Earl Anderson.

ITEM NO. 5 Citizen's Forum

Debra Snead and Lisa Miles from Woodmen of the World - announced to the Commission their plans for a ceremony to present a flag to the courthouse in remembrance of all those who perished on 9/11. Jeremie Schultz of Puryear, TN - requested that the resolutions be displayed on the County website prior to the Commission meetings. He also expressed his disapproval of the non-profit portion of the budget, forcing citizens to fund charitable organizations.

THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum

Chairman Greer - reported on the declining health of Commissioner Earl Anderson and mentioned that Mr. Anderson wants to make an appropriate announcement in the July meeting to resign his post for the 5th district on the Commission. The position could be filled in the November election. Even if a replacement were appointed prior to the election, that person would still have to be on the ballot in November.

THE CHAIR CLOSED THE FORUM

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

Commissioner Webb presented and made a motion to approve Resolution 1-6-12, appointing certain Citizens and Commissioners to various boards, committees and positions. The motion was seconded by Commissioner Kyle.

ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL	X							
BRADLEY, WESLEY					X			
CARTER, DELL					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	1				14			

MOTION CARRIED

DATE : 6-18-12

RESOLUTION NO. 1-6-12

**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 18th day of June, 2012, a majority or more of said Commission concurring, that:


SECTION 1. Carol Hutson be and hereby is appointed to the Civil Service Board for a 3-year term with term to expire June 30, 2015.


SECTION 2. Kenneth Humphreys be and hereby is appointed to the Henry County Library Board for a 3-year term with term to expire June 30, 2015.

SECTION 3. Bobby Myrick and Danny Robbins be and hereby appointed Henry County Judicial Commissioners with term to expire June 30, 2016.

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

PASSED 6-18-12


BRENT GREER, CHAIRMAN
COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 6-18-12

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 Mathenia to approve the Consent Agenda, which consists of the following: Minutes of the meeting of May 21, 2012, various quarterly reports, report of property tax collections to date, report of total revenue collections to date, and the following Notary Public designations: Melanie Antonino, Patricia L. Powley, Deana Lynn Running, Johnny Emmons, Lisa Stone, Marilyn Paschall Glaab, Lesley A. Trudeau, Amy Elizabeth Myrick.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
BRADLEY, WESLEY								
CARTER, DELL								
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 : 6-18-12

00 390

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

Commissioner Humphreys presented and made a motion to approve Resolutions 2-6-12 through and inclusive of 6-6-12, to authorize certain changes in the budget. The motion was seconded by Commissioner Freeman.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL	X							
BRADLEY, WESLEY					X			
CARTER, DELL					X			
FREEMAN, BOBBY				X	X			
HUMPHREYS, KENNETH			X		X			
JONES, DON					X			
KYLE, KREG					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 6-18-12

RESOLUTION #2-6-12

**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 2011-2012**

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its August Recessed Session, 2011, adopted the budget for the Henry County General Fund for fiscal 2011-2012; 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 18th day of June 2012, 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:

ELECTION COMMISSION

INCREASE ACCOUNT 51500-709, entitled "Data Processing Equipment," in the amount of \$14,500.00

DECREASE ACCOUNT 51500-348, entitled "Postage," in the amount of \$9,000.00

DECREASE ACCOUNT 51500-193, entitled "Election Workers," in the amount of \$4,000.00

DECREASE ACCOUNT 51500-317, entitled "Data Processing Services," in the amount of \$1,500.00

INCREASE REVENUE ACCOUNT 46990, entitled "Other State Revenue," in the amount of \$4,845.00

INCREASE ACCOUNT 51500-709, entitled "Data Processing Equipment," in the amount of \$4,845.00

INCREASE ACCOUNT 51500-106, entitled "Deputy Salary," in the amount of \$21.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$21.00

Please see memo from Darrin Thompson regarding the first four items of this request. The \$4,845.00 is to put a grant received by the state for voting equipment into the budget. The last two items are to account for a payroll period for a step raise for the first deputy.

REGISTER OF DEEDS

INCREASE ACCOUNT 51600-106-DP3, entitled "Deputy Salary," in the amount of \$42.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$42.00

This transfer request is to account for two payroll periods for a step raise for the third deputy.

COUNTY BUILDINGS

INCREASE ACCOUNT 51800-307, entitled "Communication," in the amount of \$4,100.00

DECREASE ACCOUNT 51800-434, entitled "Natural Gas," in the amount of \$4,100.00

This transfer is estimated to pay communications through June 30th.

COUNTY GENERAL ADMINISTRATION

INCREASE ACCOUNT 51900-335, entitled "Maintenance & Repair Services - Building," in the amount of \$2,665.00

DECREASE ACCOUNT 51900-502, entitled "Building & Contents Insurance," in the amount of \$2,665.00

This transfer is due to several unexpected repairs (a/c unit and elevator) to courthouse.

SHERIFF'S OFFICE

INCREASE ACCOUNT 54110-452, entitled "Utilities," in the amount of \$4,200.00

DECREASE ACCOUNT 54110-307, entitled "Communication," in the amount of \$800.00

DECREASE ACCOUNT 54110-317, entitled "Data Processing Charges," in the amount of \$3,400.00

INCREASE ACCOUNT 54110-716, entitled "Law Enforcement Equipment," in the amount of \$1,500.00

DECREASE ACCOUNT 54110-399, entitled "Other Contracted Services," in the amount of \$1,500.00

INCREASE ACCOUNT 54210-422, entitled "Food Supplies," in the amount of \$5,000.00

DECREASE ACCOUNT 54210-340, entitled "Medical & Dental Services," in the amount of \$5,000.00

Please see request from Monte Belew regarding this request.

HEALTH DEPARTMENT

INCREASE ACCOUNT 55110-111-001, entitled "Medical Personnel," in the amount of \$24.00

DECREASE ACCOUNT 55110-111-002, entitled "Medical Personnel," in the amount of \$24.00

This transfer request is to reclassify a raise approved last October for medical personnel put into the wrong account.

AIRPORT

INCREASE REVENUE ACCOUNT 44135, entitled "Sale of Gasoline," in the amount of \$6,000.00

INCREASE ACCOUNT 58220-358, entitled "Remittance of Revenue Collected," in the amount of \$6,000.00

Please see explanation from Don Davenport for this request.

OTHER CHARGES

INCREASE REVENUE ACCOUNT 45610, entitled "Trustee's Fees In Lieu," in the amount of \$10,000.00

INCREASE ACCOUNT 58400-510, entitled "Trustee's Commission," in the amount of \$10,000.00

This request is estimated to pay the trustee's commission through June 30th.

CONTRIBUTIONS TO OTHER AGENCIES


INCREASE REVENUE ACCOUNT 47990, entitled "Other Direct Federal Revenue," in the amount of \$281,424.00


INCREASE ACCOUNT 58500-358, entitled "Remittance of Revenue Collected," in the amount of \$281,424.00

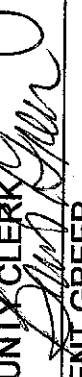
This request is to put in the budget a new Shelter Plus Care Grant.

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

PASSED 6-18-12


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK


BRENT GREER
COUNTY MAYOR

APPROVED 6-18-12

RESOLUTION #2A-6-12

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 2011-2012

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its August Recessed Session, 2011, adopted the budget for the Henry County General Fund for fiscal 2011-2012; 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 18th day of June 2012, 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:

REGISTER OF DEEDS

INCREASE ACCOUNT 51600-337, entitled "Maintenance & Repair - Equipment," in the amount of \$500.00

DECREASE ACCOUNT 51600-411, entitled "Data Processing Supplies," in the amount of \$500.00

Please see memo from Pam Martin regarding this request.

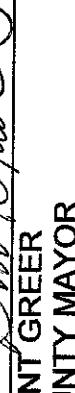
BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 6-18-12

APPROVED 6-18-12


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK


BRENT GREER
COUNTY MAYOR

RESOLUTION #3-6-12

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 2011-2012

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its August Recessed Session, 2011, adopted the budget for the Henry County Solid Waste Fund for fiscal 2011-2012; 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 18th day of June 2012, 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 ACCOUNT 55751-425, entitled "Gasoline," in the amount of \$4,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$4,000.00

INCREASE ACCOUNT 55751-186, entitled "Longevity," in the amount of \$50.00

DECREASE ACCOUNT 55751-147, entitled "Truck Driver's Salary," in the amount of \$50.00

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

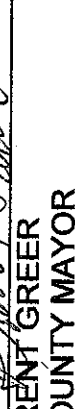
PASSED 6-18-12


BRENT GREER, CHAIRMAN

HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 6-18-12


BRENT GREER
COUNTY MAYOR

RESOLUTION #4-6-12

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DEBT SERVICE FUND
FOR FISCAL 2011-2012

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its August Recessed Session, 2011, adopted the budget for the Henry County Debt Service Fund for fiscal 2011-2012; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 18th day of June 2012, a majority or more of said membership concurring, that the budget for the Henry County Debt Service Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 58400-510, entitled "Trustee's Commission," in the amount of \$2,500.00

DECREASE ACCOUNT 82310-306, entitled "Bank Fees," in the amount of \$1,200.00

DECREASE ACCOUNT 82210-613, entitled "Interest on Other Loans Payable," in the amount of \$1,300.00


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

PASSED 6-18-12


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 6-18-12


BRENT GREER
COUNTY MAYOR

RESOLUTION #5-6-12

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY HIGHWAY FUND
FOR FISCAL 2011-2012**

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its August Recessed Session, 2011, adopted the budget for the Henry County Highway Fund for fiscal 2011-2012; 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 Highway Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Highway 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 Highway 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 18th day of June 2012, a majority or more of said membership concurring, that the budget for the Henry County Highway Fund be and hereby is amended as follows, to-wit:

- INCREASE ACCOUNT 620351, entitled "Rentals," in the amount of \$600.00
- INCREASE ACCOUNT 620409, entitled "Crushed Stone," in the amount of \$30,904.00
- INCREASE ACCOUNT 631418, entitled "Equipment & Machine Parts," in the amount of \$5,000.00
- INCREASE ACCOUNT 631425, entitled "Gasoline," in the amount of \$23,000.00
- INCREASE ACCOUNT 631427, entitled "Ice," in the amount of \$350.00
- INCREASE ACCOUNT 631433, entitled "Lubricants," in the amount of \$2,000.00
- INCREASE ACCOUNT 631446, entitled "Small Tools," in the amount of \$500.00
- INCREASE ACCOUNT 640499, entitled "Other Supplies & Materials," in the amount of \$1,000.00
- INCREASE ACCOUNT 640189, entitled "Other Salaries & Wages," in the amount of \$747.25

INCREASE ACCOUNT 640163, entitled "Educational Assistants," in the amount of \$274.93

INCREASE ACCOUNT 650307, entitled "Communication," in the amount of \$3,200.00

INCREASE ACCOUNT 650510, entitled "Trustee's Commission," in the amount of \$500.00

INCREASE ACCOUNT 650332, entitled "Legal Notices," in the amount of \$260.00

INCREASE ACCOUNT 680713, entitled "Highway Construction," in the amount of \$115,253.00

INCREASE ACCOUNT 680714, entitled "Highway Equipment," in the amount of \$7,400.00

DECREASE ACCOUNT 631412, entitled "Diesel Fuel," in the amount of \$90,700.00

DECREASE ACCOUNT 640429, entitled "Instructional Supplies," in the amount of \$747.25

DECREASE ACCOUNT 640599, entitled "Other Charges," in the amount of \$274.93

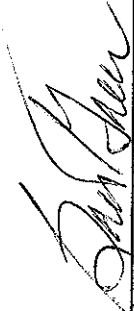
DECREASE ACCOUNT 650513, entitled "Worker's Compensation," in the amount of \$2,548.00


DECREASE ACCOUNT 660207, entitled "Medical Insurance," in the amount of \$15,676.00


DECREASE ACCOUNT 680718, entitled "Motor Vehicles," in the amount of \$81,043.00

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

PASSED 6-18-12


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK


BRENT GREER
COUNTY MAYOR

APPROVED 6-18-12

RESOLUTION #6-6-12

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL PURPOSE SCHOOL FUND FOR FISCAL 2011-2012

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its August Recessed Session, 2011, adopted the budget for the Henry County General Purpose School Fund for fiscal 2011-2012; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 18th day of June 2012, a majority or more of said membership concurring, that the budget for the Henry County General Purpose School Fund be and hereby is amended as follows, to-wit:

141-28

DECREASE RESERVE ACCOUNT 34555, entitled "Restricted for Education – Driver's Education," in the amount of \$22,000.00

INCREASE ACCOUNT 71100-722, entitled "Regular Instructional Equipment," in the amount of \$22,000.00

141-29

DECREASE REVENUE ACCOUNT 40125, entitled "Trustee's Collections - Bankruptcy," in the amount of \$24000.00

DECREASE REVENUE ACCOUNT 40162, entitled "Payments in Lieu of TVA," in the amount of \$59,100.00

DECREASE REVENUE ACCOUNT 40270, entitled "Business Tax," in the amount of \$16,900.00

DECREASE ACCOUNT 72620-499, entitled "Other Supplies & Materials," in the amount of \$60,000.00

DECREASE ACCOUNT 72710-729, entitled "Transportation Equipment," in the amount of \$40,000.00

141-30

DECREASE RESERVE ACCOUNT 34555, entitled "Restricted BEP," in the amount of \$20,000.00

INCREASE ACCOUNT 71100-429, entitled "Instructional Supplies & Materials," in the amount of \$1,500.00

INCREASE ACCOUNT 71100-524, entitled "In Service/Staff Development," in the amount of \$500.00

INCREASE ACCOUNT 71100-399, entitled "Other Contracted Supplies," in the amount of \$5,000.00

INCREASE ACCOUNT 71100-722, entitled "Instructional Equipment," in the amount of \$13,000.00

141-32

INCREASE ACCOUNT 71100-195, entitled "Regular Instructional-Certified Substitutes," in the amount of \$1,600.00

INCREASE ACCOUNT 71100-198, entitled "Regular Instructional- Non Certified Subs," in the amount of \$13,500.00

DECREASE ACCOUNT 71150-195, entitled "Alternative Instructional-Certified Substitutes," in the amount of \$398.00

DECREASE ACCOUNT 71100-198 entitled "Alternative Instructional-Non Certified Substitutes," in the amount of \$150.00

INCREASE ACCOUNT 71200-195, entitled "Special Education Program-Certified Substitutes," in the amount of \$3,000.00

INCREASE ACCOUNT 71200-198, entitled "Special Education Program-Non Certified Substitutes," in the amount of \$1,500.00

DECREASE ACCOUNT 71300-195, entitled "Vocational Education Program-Certified Substitutes," in the amount of \$1,750.00

DECREASE ACCOUNT 71100-116, entitled "Teachers," in the amount of \$17,302.00

141-33

DECREASE RESERVE ACCOUNT 34555, entitled "Restricted for Education - FRC Benv," in the amount of \$5,000.00

INCREASE REVENUE ACCOUNT 44570, entitled "Contributions - FRC Benv," in the amount of \$10,000.00

INCREASE ACCOUNT 73300-189, entitled "Other Salaries & Wages," in the amount of \$2,000.00

INCREASE ACCOUNT 73300-201, entitled "Social Security," in the amount of \$80.00

INCREASE ACCOUNT 73300-204, entitled "State Retirement," in the amount of \$100.00

INCREASE ACCOUNT 73300-212, entitled "Medicare," in the amount of \$20.00

INCREASE ACCOUNT 73300-399, entitled "Other Contracted Services," in the amount of \$800.00

INCREASE ACCOUNT 73300-499, entitled "Other Supplies & Materials,"
in the amount of \$2,000.00

INCREASE ACCOUNT 73300-599, entitled "Other Charges," in the
amount of \$10,000.00

INCREASE REVENUE ACCOUNT 44570, entitled "Contributions – FRC
Benv," in the amount of \$10,000.00

INCREASE ACCOUNT 73300-599, entitled "Other Charges," in the
amount of \$10,000.00

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

the Commission record of this date.

PASSED 6-18-12



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 6-18-12



BRENT GREER
COUNTY MAYOR

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

Commissioner Carter made a motion to amend Resolution 7-6-12 to add First Responders to the non-profits in the amount of \$4,000. The motion was seconded by Commissioner Webb.

ITEM NO. 10

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

VOICE VOTE CARRIED

DATE : 6-18-12

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

A motion was made by Commissioner Kyle and seconded by Commissioner Paschall to approve amended Resolution 7-6-12 to provide for appropriations to non-profit or civic organizations.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL	X							
BRADLEY, WESLEY					X			
CARTER, DELL					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	X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 6-18-12

RESOLUTION NO. 7-6-12

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO PROVIDE FOR
APPROPRIATIONS TO NON-PROFIT OR
CIVIC ORGANIZATIONS**

WHEREAS, Tennessee Code Annotated, Section 5-9-109, provides that county legislative bodies may appropriate funds for the financial aid of any non-profit charitable or civic organizations meeting the requirements of such section; and


WHEREAS, a non-profit charitable organization is defined in such law as one in which no part of the net earnings inures or may lawfully inure to the benefit of any private shareholder or individual and which provides services benefiting the general welfare of the residents of the county; and

WHEREAS, such law further provides that funds appropriated in conformity with the law shall be spent according to guidelines established by the Comptroller of the Treasury and guidelines establishing the purposes for which the money may be spent; and

WHEREAS, the attached list of non-profit entities meets the definitions of this law and it is the intent of this county legislative body to make an appropriation to the attached list of non-profit organizations so that funds may be used to carry out their respective programs of work for the benefit of the residents of Henry County; and


WHEREAS, in conformity with the requirements of Tennessee Code Annotated, Section 5-9-109 (d) with notices to be published before the seconded reading of the County Commission in a newspaper of general circulation in Henry County of the intent to make an appropriation in the amount of \$104,540.00 to be used for the purpose of providing services to benefit the general welfare of Henry County residents.

PASSED 6-18-12




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

APPROVED 6-18-12



DONNA CRAIG
COUNTY CLERK



BRENT GREER
HENRY COUNTY MAYOR

NON-PROFIT ORGANIZATIONS

FISCAL YEAR 2012-2013

1.	Volunteer Fire Departments	\$31,200
2.	JACOA	3,900
3.	Heritage Center	10,000
4.	Paris-Henry County Arts Council	2,000
5.	Community Developmental Services	10,000
6.	Rescue Squad	4,800
7.	KY Lake ASA Softball	6,000
8.	Henry County First Responders	4,000
9.	Fair Association	6,000
10.	Henry County Youth Baseball	6,000
11.	Damascus Road	5,000
12.	Lee School Assn.	5,000
13.	Tennessee Technology Center	1,500
14.	Aspell Recovery Center	2,640
15.	STAR Center	500
16.	Henry County Soccer	6,000
	TOTAL	\$104,540

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 Resolution 8-6-12 to adopt a tentative budget for fiscal year 2012-2013.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL	X							
BRADLEY, WESLEY					X			
CARTER, DELL					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	1				14			

MOTION CARRIED

DATE : 6-18-12

RESOLUTION NO. 8-6-12

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO ADOPT A TENTATIVE BUDGET FOR FISCAL YEAR 2012-2013

WHEREAS, the Budget Committee of the Henry County Commission has not completed its final review of all budget proposals for Fiscal Year 2012-2013; and

WHEREAS, the completion of this review process is necessary for the said committee to recommend both revenue and expenditures for Henry County during Fiscal Year 2012-2013.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 18th day of June, 2012, a majority or more of the membership concurring, that the adopted budgets for Fiscal Year 2011-2012 for the Henry County General Fund, General Purpose School Fund, Highway Fund, Solid Waste Fund, Debt Service Fund, Cafeteria Fund, General Capital Projects Fund, Drug Control Fund, and Judge/Sheriff Probation, as amended, be and hereby are adopted as the Tentative Budget for Fiscal Year School Fund, Highway Fund, Solid Waste Fund, Debt Service Fund, Cafeteria Fund, General Capital Projects Fund, and Drug Control Fund, as amended, be and hereby are adopted as the Tentative Budget for Fiscal Year 2011-2012.

BE IT FURTHER RESOLVED that no more than one-twelfth (1/12) of any line item in any budget may be expended without the prior approval of the Board of Commissioners of Henry County, Tennessee until the final budget for Fiscal Year 2011-2012 is approved and adopted, with the exceptions as follows:

SECTION 1. That the budget of the Henry County Highway Department is granted authority to expend one-sixth (1/6) of any line item in the Fiscal Year 2011-2012 Highway Department Fund, if necessary, in order to proceed with maintaining of Henry County Roads in this peak season of desirable working

conditions, and to pay worker's compensation insurance and property liability insurance.

SECTION 2. That the County Mayor is hereby granted the authority to expend more than one-twelfth (1/12) of any line item in the Fiscal Year 2011-2012 Debt Service Fund, if necessary, in order to fulfill the County's obligations in the repayment and retirement of its debt.

SECTION 3. That the County Mayor is hereby granted the authority to expend more than one-twelfth (1/12) of any line item in the Fiscal Year 2011-2012 General Fund, if necessary, in order to fulfill the County's obligations in the payment of employee medical insurance, liability insurance, workers compensation and cost of utilities.

SECTION 4. That the Henry County Board of Education be exempt from the one-twelfth (1/12) restriction of the continuing resolution in the Fiscal Year 2011-2012 Henry County General Purpose School Fund on the following account numbers:

<u>GENERAL PURPOSE-FUND 141</u>	<u>APPROPRIATIONS</u>
71100 336	Maintenance and Repair Service Equipment \$ 10,000
71100 429	Instructional Materials & Supplies 185,200
71100 449	Textbooks 300,000
71100 599	Other Charges 63,800
71100 722	Regular Instruction Equipment 124,795
71300 449	Textbooks 5,000
72210 432	Library Books 44,000
72310 210	Unemployment Compensation 29,780
72310 305	Audit Services 22,500
72310 506	Liability Insurance 30,000
72310 320	Dues and Memberships 5,384
72310 513	Workman's Compensation Insurance 155,000
72310 533	Criminal Investigation of Applicants 1,500
72310 599	Other Charges 2,000
72320 320	Dues and Memberships 2,755
72320 399	Other Contracted Services 2,211
72320 599	Other Charges 2,300
72510 399	Other Contracted Services 8,800
72610 501	Boiler Insurance 7,078
72610 502	Building & Contents Insurance 120,738
72620 399	Other Contracted Services 143,000
72620 499	Other Supplies and Materials 57,000
72710 340	Medical Services 6,000
72710 412	Diesel Fuel 230,000
72710 425	Gasoline 20,000
72710 433	Lubricants 10,000
72710 450	Tires and Tubes 33,226
72710 453	Vehicle Parts 83,500
72710 511	Vehicle & Equipment Insurance 40,190

SECTION 5. That the Henry County Board of Education be exempt from the one-twelfth (1/12) restriction of the continuing resolution in the Fiscal Year 2011-2012 Henry County Federal Projects School Fund on the following account numbers:

<u>FEDERAL PROJECTS-FUND 142</u>	<u>APPROPRIATIONS</u>
71100 189 Other Salaries	19,785
71100 429 Instructional Materials & Supplies	144,570
72130 399 Other Contracted Services	9,925
72210 308 Consultants	20,000
72210 524 Staff Development	53,152

SECTION 6. That the Henry County Board of Education be exempt from the one-twelfth (1/12) restriction of the continuing resolution in the Fiscal Year 2011-2012 Henry County Central Cafeteria School Fund on the following account numbers:

<u>CENTRAL CAFETERIA FUND-FUND 143</u>	<u>APPROPRIATIONS</u>
73100 421 Food Preparation Supplies	4,680
73100 422 Food Supplies	914,645
73100 451 Uniforms	5,783
73100 499 Other Supplies & Materials	68,250
73100 524 In-Service/Staff Development	3,500
73100 599 Other Charges	2,500
72100 710 Food Service Equipment	100,000

SECTION 7. That the Henry County Mayor's Office be exempt from the one-twelfth (1/12) restriction of the continuing resolution in the Fiscal Year 2011-2012 Henry County Solid Waste Fund on the following account numbers: 55751-425 entitled "Gasoline," 55751-338 entitled "Maintenance & Repair-Vehicles," and 55751-599 "Other Charges" in order to proceed with the operation of the Recycle Center.

SECTION 8. That the following departments be exempt from the one-twelfth (1/12) restriction of the continuing resolution in the Fiscal Year 2011-2012 on the following account numbers:

<u>General Fund:</u>
51730-335 Maintenance & Repair – Central Building
51900-335 Maintenance & Repair – Buildings
51900-502 Property & Liability Insurance
52500-317 Data Processing Services – County Clerk

58220-425 Gasoline -- Airport
58220-335 Maintenance of Buildings
58220-336 Maintenance of Equipment
58220-452 Utilities (Power for fuel farm and navigational aids)
58220-506 Liability Insurance (annual premium requirement)
58600-513 Worker's Comp Insurance
54110-307 entitled Communications
54110-320 entitled Dues & Membership
54110-336 entitled Equipment Maintenance & Repair
54110-338 entitled Vehicle Maintenance
54110-355 entitled Travel
54110-425 entitled Gasoline
54110-452 entitled Utilities
54110-524 Entitled In-Service/Staff Development
54210-335 entitled Building Maintenance & Repair
54210-340 entitled Medical & Dental Services
54210-354 entitled Transportation
54210-422 entitled Food Supplies

Judge/Sheriff Probation Line Item:

53310-599 entitled Other Charges (Prob. Fees Rev.)


Drug Fund:

54150-319 entitled Confidential Drug Enforcement
54150-320 entitled Due & Membership
54150-338 entitled Vehicle Maintenance
54150-425 entitled Gasoline

BE IT FURTHER RESOLVED that this Resolution, upon its passage by the Board of Commissioners and approval by the County Mayor, shall take effect on July 1, 2012, the welfare of the County requiring it.

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

PASSED 6-18-12



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK



BRENT GREER
HENRY COUNTY MAYOR

APPROVED 6-18-12

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

A motion was made by Commissioner Bradley and seconded by Commissioner Kyle to approve Resolution 9-6-12 to enter into a contract between the State of Tennessee, Department of Corrections and Henry County Board of Commissioners.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL	X							
BRADLEY, WESLEY			X		X			
CARTER, DELL					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			
TOTAL	1				14			

MOTION CARRIED

DATE : 6-18-12

RESOLUTION NO. 9-6-12

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO ENTER INTO A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTIONS AND HENRY COUNTY BOARD OF COMMISSIONERS


WHEREAS, Henry County finds it essential to enter into a contract with the State of Tennessee, Department of Correction for Fiscal Year beginning July 1, 2012, and ending June 30, 2017; and

WHEREAS, it is necessary for the Board of Commissioners of Henry County, Tennessee to empower, authorize, and direct the County Mayor to act as agent for Henry County and sign the contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 18th day of June, 2012, a majority or more of the membership concurring, does hereby empower, authorize, and direct the County Mayor of Henry County, Tennessee to enter into an amended contractual agreement with the State of Tennessee, Department of Correction for Fiscal Year beginning July 1, 2012, and ending June 30, 2017.

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

PASSED 6-18-12


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 6-18-12


BRENT GREER
HENRY COUNTY MAYOR



CONTRACT
(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2012	End Date June 30, 2017	Agency Tracking # 32904-20238	Edison Record ID
Contractor Legal Entity Name Henry County, Tennessee			Edison Vendor ID

Subrecipient or Vendor
 Subrecipient Vendor
 CFDA #

Service Caption (one line only)
Housing convicted State felons

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	1,160,000.00				1,160,000.00
2014	1,218,000.00				1,218,000.00
2015	1,278,900.00				1,278,900.00
2016	1,342,900.00				1,342,900.00
2017	1,410,000.00				1,410,000.00
TOTAL:	6,409,800.00				6,409,800.00

American Recovery and Reinvestment Act (ARRA) Funding: YES 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 - GU

Speed Chart (optional) **Account Code (optional)**

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
HENRY COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the 'State' and Henry County, Tennessee, hereinafter referred to as the "Contractor," is for the provision of housing convicted felons, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID #

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The parties acknowledge and agree that this contract is executed pursuant to *Tennessee Code Annotated, §4-3-603*, which states, in part, "... when it appears to the commissioner, in the commissioner's sole discretion, that the available facilities and institutions of the department which are designed for the custody of prisoners are overcrowded, the commissioner shall endeavor to alleviate such overcrowded conditions by contracting with local governmental entities, when possible, for the care, custody, and control in local jails, workhouses, penal farms or other such facilities, of prisoners who have been committed to the department, or by any other means permitted by law."
- A.3. The Contractor agrees to provide proper safekeeping, care, custody, control, and housing for the following categories of convicted male and female felons sentenced to the State (hereinafter referred to as felons).
- A.4. In the event any felon becomes a disciplinary problem or security risk sufficient to require closer security and/or custody than can be provided by the Contractor, the Contractor may request transfer of such felon to the State. Such request shall be in writing and directed to the Director of Classification for TDOC. The Contractor shall be responsible for transporting such felon to the required State facility.
- A.5. Felons housed by the Contractor under this Contract shall be housed at the Contractor Jail located in **HENRY County, PARIS, Tennessee**, hereafter referred to as the Facility.
- A.6. The Contractor agrees to promptly transfer any felon sentenced to the State who is being housed in the Contractor's Facility awaiting transfer to the State when requested to do so by the Commissioner or the Commissioner's designee; provided such request is made in writing and states the date the State will accept transfer of the felon. No compensation shall be paid to the Contractor for any felon the Contractor fails to transfer in violation of this section.
- A.7.a. The Contractor agrees to reserve **60** beds at the Facility for housing felons, sentenced to the Tennessee Department of Correction, pursuant to this Contract. If the number of felons should exceed this number, and the Contractor requests removal, the State shall remove within 60 days of such notice being given to the State's Director of Classification or his designee.
- b. Provided, however, in the event the Commissioner, in the Commissioner's sole discretion, determines that the Department does not need the number of contract beds to supplement the available facilities and institutions of the department designed for the custody of prisoners, the department may reduce the number of felons below the minimum by notifying the Contractor in writing at least ninety (90) days in advance.
- c. The Contractor shall be compensated monthly for the actual number of inmates housed.

- d. The Contractor will not be reimbursed for a day during which the Felon is transferred from the Facility, is permanently released from the Facility, is not housed for a minimum of four (4) hours during a twenty-four (24) hour period, or is housed in the Contractor's facility in violation of A.6.
- e. The Contractor shall be responsible for the cost of providing routine medical, mental health, and dental services at a cost not to exceed one thousand dollars (\$1,000.00) per felon per fiscal year, for felons housed at the Facility.
- f. Pursuant to *Tennessee Code Annotated* §41-4-115(b), the state shall be liable for expenses incurred from emergency hospitalization and medical treatment, provided the felon is admitted to the hospital.
- g. The State shall be responsible for providing, or paying for the provision of medical, dental, and mental health treatment services, other than those provided pursuant to item 7.e. Provided, however, notwithstanding any provision contained herein to the contrary, any medical expense for any felon resulting from the negligence or willful wrongdoing of the Contractor, its officer, agents, or employees, shall be fully paid for by the Contractor.
- h. The Contractor shall immediately, in writing, notify as appropriate, the Director of Health Services, the Director of Mental Health or their designee if medical, mental health, or dental treatment services beyond the scope of 7.e. are needed by a felon. The State shall, with the exception of emergency services, reserve the right to determine the site at which services will be provided. Transportation of the felon shall be the responsibility of the Contractor.
- A.8. The Contractor agrees that the Facility will achieve and retain certification from the Tennessee Corrections Institute. If the Facility is not certified on the effective date of this Contract, the Contractor agrees to make such changes or adopt such measures as are necessary to achieve certification within one (1) year. If the Facility loses certification at any time during the term of this Contract, the Contractor agrees to notify the State and to take such measures as are necessary to achieve certification within six (6) months of such loss of certification. Failure to obtain certification may result in the termination of this contract.
- A.9. The Contractor shall provide for the collection and entry of felony offender data into the Tennessee Offender Management Information System (TOMIS) in accordance with the requirements of the State. Such entry shall provide information for generation by the State of monthly service statistics which will serve as the Contractor's invoice (jail bill) for housing services rendered in that month. Information on other services rendered shall be submitted within forty-five (45) days after the month of service.

B. CONTRACT PERIOD:

- B.1. This Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed 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 Contract exceed six million four hundred nine thousand eight hundred dollars (\$6,409,800.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the

Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Per Felon Per Day	\$ 37.00

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Correction
 Rachel Jackson Building, 3rd Floor
 320 Sixth Avenue North
 Nashville, Tn. 37243-0465

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Correction - Fiscal
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced

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- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

- b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C; only be submitted for completed service and shall not include any charge for future work;
 - (2) not include sales tax or shipping charges; and
 - (3) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4)
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, 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 invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
 - a. The Contractor 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 Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor 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 Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this 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. This 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).

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- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no 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 Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, 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, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All 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.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract

shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. Independent Contractor. The parties hereto, in the performance of this 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 Contract shall be construed to create a employer/employee 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 Contractor, being a Tennessee governmental entity, 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.14. State Liability. The State shall have no liability except as specifically provided in this Contract
- D.15. Force Majeure. The obligations of the parties to this 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.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this 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 Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 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 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:

Judith A. Lambert
Judicial Cost Accountant
Department of Correction
3rd Floor, Rachel Jackson Building
Nashville, TN 37243-0465
Judy.Lambert@tn.gov
Telephone # (615) 253-8108
FAX # (615) 741-4605

The Contractor:

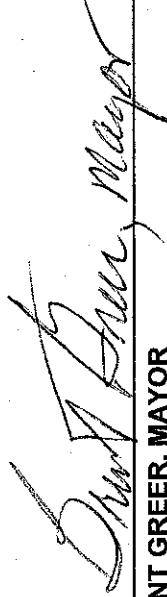
Brent Greer, Mayor
P.O. Box 7
Paris, Tennessee 38242
bgreer@henrycountyn.tn.org
Telephone # 731-642-5212

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 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 Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.

IN WITNESS WHEREOF,

HENRY COUNTY:


BRENT GREER, MAYOR

6/19/12
DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:

00 422

DERRICK D. SCHOFIELD, COMMISSIONER

DATE

00 423

9

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

A motion was made by Commissioner Paschall and seconded by Commissioner McSwain to table Resolution 10-6-12, to adopt a plan of setting the speed limit on a county road listed on the official road list of Henry County, Tennessee.

ITEM NO. 14

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

VOICE VOTE CARRIED

DATE : 6-18-12

RESOLUTION NO. 10-6-12

TABLED

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO ADOPT A PLAN OF SETTING THE SPEED LIMIT ON A COUNTY ROAD LISTED ON THE OFFICIAL ROAD LIST OF HENRY COUNTY, TENNESSEE

WHEREAS, Tennessee Code Annotated, §55-8-153(d), provides that a county legislative body has the authority to prescribe such lower speed limits as it may deem appropriate on any road being maintained by such county and shall erect appropriate signs and traffic signals; and

WHEREAS, the Henry County Highway Commission, at their regularly scheduled meeting held on Monday, May 14, 2012, voted to request the speed limit on a certain county road be lowered and posted accordingly; and

WHEREAS, the Henry County Legislative Body is desirous of acting favorably on said recommendation;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Henry County, Tennessee, assembled in regular session this 16th day of April, 2012, that:

Section 1. The speed limit on the county road listed below shall be set as follows:
Forsythe Road - 40 mph

Section 2. The Henry County Highway Department is hereby directed to erect suitable speed limit signs at appropriate locations on the above-stated road.

Section 3. The provisions of this Resolution shall become effective upon its passage, 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 _____

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED _____

BRENT GREER
HENRY 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 McSwain to renew a contractual agreement with Northwest Alternative Corrections for probation services.

ITEM NO. 15

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

MOTION CARRIED

DATE : 6-18-12

AMENDED PROBATIONARY SERVICES AGREEMENT

The original contract entered into between Keith Arnold, d/b/a Northwest Alternative Corrections, and Henry County, Tennessee on October 4, 2006, is hereby amended as follows:

1. From July 1, 2012, through June 30, 2013, Northwest will remit \$3000.00 per month which represents collected fees owed to Henry County.
2. This amendment only changes the amount remitted from Northwest to Henry County which was 50% of the fees collected by Northwest.
3. The fee will be paid to Henry County on a monthly basis.
4. This agreement shall continue in force until June 30, 2013, at which time the parties will review this agreement.
5. The parties agree to execute such other instruments that may be reasonably necessary to carry out the intent of this agreement.

In Witness Wherefore, the parties have hereunto set their signatures on the dates shown.

Henry County, Tennessee
By: Brent Greer, County Mayor



Date 6-18-12

Northwest Alternative Corrections
By: Keith Arnold dba Northwest
Alternative Corrections



Date 6-18-12

ROLL CALL

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

County Attorney Lee Greer presented Resolution 11-6-12 to authorize the sale of certain delinquent tax property, described as follows: Map 27, Parcel 27.06, located near Claytown Rd. Previous owner was 'Unknown.' A bid of \$1500 was made by Leonard Glenn Cruce. A motion was made by Commissioner Bradley and seconded by Commissioner Carter to approve the Resolution.

ITEM NO. 16

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL	X							
BRADLEY, WESLEY			X		X			
CARTER, DELL				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			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 6-18-12

RESOLUTION NO. 11-6-12

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS TO AUTHORIZE THE SALE OF CERTAIN DELINQUENT TAX PROPERTY AT A REDUCED PRICE

WHEREAS, Henry County acquires ownership of parcels which were the subject of the annual delinquent tax collection suits; and

WHEREAS, these parcels are acquired when no other bidder bids on a parcel at the Delinquent Tax Sale; and

WHEREAS, while Tennessee normally requires that the county may only resell such parcel for no less than the accumulated taxes, penalties costs and interests. TCA § 67-5-2507 (a) (5). However, Tennessee law further provides that, if it appears to the County Legislative body that it is impossible to sell any tract for this amount, the Legislative body may approve sale at a lesser amount; and

WHEREAS, it appears that such a parcel of delinquent tax property is that parcel carried on the maps of the Assessor of Property as tax map 27 parcel 27.06.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 18th day of June, 2012, a majority or more of the membership concurring that:

1. The County Mayor and County Trustee are authorized to execute the County's Quit-Claim Deed to convey that above referenced parcel and that the parcel consists of 5 acres, more or less, of unimproved, landlocked property near Clayton Town Road; that such parcel cannot be sold for the accumulated total of taxes, interest, penalties and costs against it, as normally required by law; and, that, pursuant to TCA 67-5-2507 (a)(5), it should be sold for a lesser amount to Leonard Glenn Cruce

for the sum of \$1500, subject to the requirements of advertising for raises to the bid.

2. That the County Mayor and County Trustee are authorized to execute the County's Quitclaim Deed to convey that property.

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

PASSED 6-18-12



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 6-18-12



BRENT GREER
HENRY COUNTY MAYOR

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

Motion was made by Commissioner Kyle and seconded by Commissioner Humphreys to Recess.

ITEM NO. 17

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

VOICE VOTE CARRIED

DATE : 6-18-12