

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 November 17, 2008 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 Commissioner Warren was called on to lead in the opening prayer.

ITEM NO. 3 Commissioner Don Jones led in the pledge to the flag.

ITEM NO. 4 Roll Call

The Clerk called the roll with the following present:

Earl Anderson, Dell Carter, Mitchell Evans, Bobby Freeman, Jeff Hamlin, Kenneth Humphreys, Don Jones, Paul Mathenia, Connie McSwain, Paul Neal, Dan Paschall, James Travis, Mary Warren, David Webb, Tim Wirgau.

ITEM NO. 5 Citizen's Forum

NONE AND THE CHAIR CLOSED

ITEM NO. 6 Commissioner's Forum

Connie McSwain- Asked everyone to remember John Burnett and family in Their prayers.

Paul Neal- Got information at the fall meeting in Memphis, that there are People that will come and help the County with what interest percentage they are paying and the yield on money and requested that this be done in our County. The Mayor responded that CTAS has done this in the past and he would request that they do this again.

Earl Anderson- Stated that he was glad to be present and feel good.

County Mayor – Stated that he was glad that Commissioner Wirgau was able to be here after having some much needed and deserved rest.

Sheriff Belew – Reported that Chief Deputy Gean usually attends the meetings but is back in the hospital and requested prayer for him as he undergoes tests.

THE CHAIR CLOSED THE FORUM

ITEM NO. 7 Consent Agenda

A motion was made by Tim Wirgau and seconded by Paul Mathenia to approve the consent agenda which included:

Minutes of the October 20, 2008 meeting, various quarterly reports, report of Property and total revenue collections, and two (2) notary publics which were: Stephen N. Thompson and Victoria M. Muzzall

VOICE VOTE CARRIED

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

A motion was made by Earl Anderson and seconded by Jeff Hamlin that Resolution # 1-11-08 be approved accepting five (5) new roads into the County Road System, these being Black Oak Drive, cardinal Cove, Boulder Drive, Cobble Stone Drive, and Hickory Lane Drive.

ITEM NO. 8.

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

DATE : 11/17/2008

VOICE VOTE CARRIED

660305

**RESOLUTION NO. 1-11-08**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD  
OF COMMISSIONERS TO ACCEPT FOUR NEW ROADS INTO  
THE COUNTY ROAD SYSTEM**

**WHEREAS**, the enabling legislation, known as the Henry County Road Law, provides that the Henry County Commission will open and close all roads on behalf of Henry County; and

**WHEREAS**, the Henry County Highway Commission recommends the acceptance of Black Oak Drive and Cardinal Cove of Woodlawn Meadows Subdivision; and

**WHEREAS**, the Henry County Highway Commission recommends the acceptance of Boulder Drive and Cobble Stone Drive of Cobble Stone Estates; and

**WHEREAS**, the Henry County Highway Commission recommends the acceptance of Hickory Lane Drive in Lake Height Estates; and

**WHEREAS**, the Henry County Commission deems it to be in the best interest of the County that said roads be accepted into the Henry County Road System.


**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 17<sup>th</sup> day of November, 2008, a majority or more of the membership concurring, that Black Oak Drive and Cardinal Cove of Woodlawn Meadows Subdivision and Boulder Drive and Cobble Stone Drive of Cobble Stone Estates, and Hickory Lane Drive in Lake Height Estates be accepted into the Henry County Road System.

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

PASSED


11-17-08

  
BRENT GREER, CHAIRMAN  
HENRYCOUNTY COMMISSION

  
JERRY D. BOMAR  
COUNTY CLERK

APPROVED

11-17-08

  
BRENT GREER  
COUNTY MAYOR

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

Resolution #2-11-08 was presented to authorize a lease agreement between Henry County and the Henry County Youth Shooting Club for the Holly Fork Shooting Center. A motion was made by Jeff Hamlin and seconded by David Webb to approve This resolution.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF			X		X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES					X			
WARREN, MARY					X			
WEBB, DAVID				X	X			
WIRGAU, TIM					X			
TOTAL					15			

DATE : 11/17/2008

MOTION CARRIED

**RESOLUTION NO. 2-11-08**

**LEASE AGREEMENT BETWEEN HENRY COUNTY AND THE  
HENRY COUNTY YOUTH SHOOTING CLUB FOR THE HOLLY  
FORK SHOOTING COMPLEX**

This agreement made and entered into as of this the 18<sup>th</sup> day of November, 2008, by and between Henry County, Tennessee, as Lesser hereinafter called the Lesser, and the Henry County Youth Shooting Club (a 501-C-3 non-profit corporation) as Lessee, hereinafter called the Lessee.

**WITNESSETH**

**WHEREAS**, the parties hereto, for and in the consideration of the mutual benefits hereinafter stated, covenant and agree as follows:

1. Henry County hereby leases to the Lessee the following described premises:

See exhibit A attached hereto and made a part of this document.

2. To have and to hold the said premises for the term beginning the first day of November, 2006, and ending the thirty-first day of October, 2031.
3. The Lessee shall not assign this lease or sublet the leased premises in any event.
4. The premises hereby leased shall be used for the following purposes:

Establishment of a shooting and archery range for public and scholastic shooting and archery sports.

In the event that said premises are not used for said purpose at any time during the lease term for a continuous twelve (12) months, this lease shall be automatically cancelled and the leased premises shall revert to the County without the necessity of any re-entry or retaking on it part.

5. This is a no cost lease of mutual benefit to both lessor and lessee.
6. The Lessee shall have the right at its sole expense and with prior approval of County, during the existence of this Lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures as placed in and upon or attached to the said premises shall be and remain the property of the County.
7. (a) Lessee will provide to the public two (2) "Field Days" in which there will not be a range fee charge to the public for sighting in their guns for the upcoming hunting seasons. Each calendar year, one Field Day will be on the weekend prior to the opening of the first statewide muzzle loader season and the second Field Day will be on the weekend prior to the opening of the statewide gun season.  
  
(b) Lessee will provide access to the range for the TWRA Hunter Safety Programs at no cost, provided that any request for such use is scheduled at least two weeks in advance of the of the requested date.  
  
(c) Lessee will provide access to the range and equipment needed for the Archery in the Schools Program and the Scholastic Clay Target Program at no cost, provided due notice is given to the Lessee on the desired date for a school related session. If schools do not provide their own supplies (targets, safety equipment, etc.), the Lessee will charge these school teams the actual cost of supplies.
8. Premises must be maintained in good aesthetic condition and is not to be used for long term storage of building materials or waste materials of any type. Building materials needed for an immediate ongoing construction project will be allowed.
9. Lessee is required to obtain all environmental permits required for the development of site with assistance provided by the appropriate State Department.

10. If during the term of this Lease, the leased premises are so damaged by fire, tornado, or other catastrophe or casualty as to render the same uninhabitable, this lease shall terminate.

11. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, and postage prepaid, and addressed as follows:

**To the Lessor at:  
Henry County Courthouse  
P.O. Box 7  
Paris, TN 38242**

12.(a) **LIABILITY**; Neither the County nor the Lessee shall bear any liability for losses, expenses, injuries, damages or attorney's fees arising out of the acts or omissions of the other party related to said lease.


(b) **INSURANCE**; The Lessee shall maintain adequate public liability insurance which may include self-insurance, and provide satisfactory evidence of such protection to the State (upon State's request) with monetary limits of the lessee's insurance not less than the monetary limits of liability provided by the Tennessee Governmental Tort Liability Act, T.C.A. 29-20-101 et seq., as it may be from time to time amended. The lessee's successors and assigns agree to maintain public liability insurance with the limits of said insurance to be no less than the exposure and limits of the State's liability under the Tennessee Claims Commission Act, T.C.A. 9-6-301 et seq., as it may be from time to time amended and/or construed by the Claims Commission and the courts, and will provide satisfactory evidence of such protection to the State.

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

**PASSED** 11-17-08

  
**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**



  
JERRY D. BOMAR  
COUNTY CLERK

APPROVED 11-17-08

  
BRENT GREER  
HENRY COUNTY MAYOR

LESSOR:  
HENRY COUNTY, TENNESSEE

SUB-LESSEE:  
HENRY COUNTY YOUTH  
SHOOTING CLUB

\_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
TITLE: \_\_\_\_\_

LESSOR:  
STATE OF TENNESSEE

\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner  
Finance and Administration

APPROVAL:

\_\_\_\_\_  
Robert E. Cooper, Jr.  
Attorney General and Reporter

\_\_\_\_\_  
Phil Bredesen, Governor

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me the undersigned Notary Public for Davidson County, M. D. GOETZ, Jr., Commissioner of Finance and Administration with whom Commissioner of Finance and Administration and that he as Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by himself as Commissioner.

Witness my hand and seal at office, this \_\_\_\_ day of \_\_\_\_\_,  
2008.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

A motion was made by Paul Mathenia and seconded by Connie McSwain that Resolution #3-11-08 be approved which is a memorandum of understanding between the United States of America Department of Interior Fish and Wildlife Service and Henry County.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
MATHENIA, PAUL			X		X			
MCSWAIN, CONNIE				X	X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES					X			
WARREN, MARY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL					15			

DATE : 11/17/2008

MOTION CARRIED

000612

**RESOLUTION NO. 3-11-08**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
UNITED STATES OF AMERICA DEPARTMENT OF INTERIOR  
FISH AND WILDLIFE SERVICE  
AND  
HENRY COUNTY**

This Memorandum made and entered into this 18<sup>th</sup> day of November, 2008 by and between The United States of America, Department of the Interior, Fish and Wildlife Service (hereinafter referred to as the Service) and Henry County.

**WITNESSETH**

**WHEREAS**, the Service administers approximately 51,358 acres of land owned by the United States known the Tennessee National Wildlife Refuge (hereinafter referred to as the Refuge),

**WHEREAS**, the primary purpose for Tennessee National Wildlife Refuge is "...as a refuge and breeding ground for migratory birds and wild animals...",

**WHEREAS**, the Mission of the National Wildlife Refuge System is "...to administer a national network of lands and waters for the conservation, management and where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of American.",

**WHEREAS**, all of the Big Sandy Unit is owned by the United States and is included in the Tennessee National Wildlife Refuge,

**WHEREAS**, Henry County assists in mowing & maintenance of 8 docks and ramp areas, including trash pickup on Big Sandy Unit,

**WHEREAS**, the Service is authorized to enter into memorandums with Henry County in accordance with the provisions of the Fish and

Wildlife Coordination Act (16 U.S.C. 661),

**WHEREAS**, under existing provisions of law Henry County is authorized to enter into this agreement,

**NOW THEREFORE**, in consideration of the mutual benefits, the receipt of which are hereby acknowledged, the Service agrees to permit Henry County the right to utilize and maintain the said areas.

The parties hereto mutually agree to the following provisions, terms and conditions:

1. The use authorized by this Memorandum shall always be subject to Government use of the Premises by the Service as part of the Tennessee National Wildlife Refuge and Henry County or its representatives shall not interfere with this primary use.
2. This Memorandum authorizes Henry County and its representatives to use only those portions of the refuge described above and other areas opened to the general public.
3. Henry County or its representatives may not authorize the use of the premises to any individual, organization, or agency for any purpose not directly related to the mission of Henry County without prior approval by the local Service representative.
4. Henry County agrees to keeping the Premises maintained and in a neat and orderly condition, including mowing, weed trimming and litter disposal in compliance with state and county laws.
5. This Memorandum authorizes Henry County and its representatives to use Service approved chemicals for maintenance of weeds at the Big Sandy Unit. Chemical choice must be approved by a local Service representative.

**IT IS FURTHER UNDERSTOOD AND AGREED BY THE PARTIES HEREOF:**

1. This Memorandum does not convey to Henry County title or any real estate interest to the above described Refuge Lands.
2. The effective date of the Memorandum shall be the date herein above first written.
3. The term of this Memorandum shall be for a period of one year automatically renewing for up to a total of ten years. It is understood and agreed that, when mutually agreed upon by the Service and Henry County, nothing shall preclude the extension of the amendment of this Memorandum of the execution of a written agreement between the Service and Henry County incorporated by reference to this Memorandum.
4. Notwithstanding any provision contained in this Memorandum, nothing shall commit the Service to incur monetary obligations in the performance of the Memorandum, except to the extend funds are made available for such purposes in the Appropriation Acts.
5. Except as otherwise provided, this Memorandum may be terminated, without any penalty or further liability, as follows:
  - (a) By either party upon a default of any covenant or term of this memorandum by the other party which default is not cured within 30 days of receipt of written notice of default, or
  - (b) By Henry County if it is unable to obtain funding to maintain operation of the premises for the purposes which are identified in this Memorandum, or
  - (c) By Henry County if the Premises are damaged by casualty as to hinder the usefulness of the site, or
  - (d) By Henry County upon two months written notice to the Service.
6. In the event that circumstances prevent the fulfillment of this contract due to extraordinary funding requirements the parties will address the issue on a case by case basis.
7. If any provision of this Memorandum is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed

inapplicable and omitted, but shall not invalidate the remaining provisions of the Memorandum.

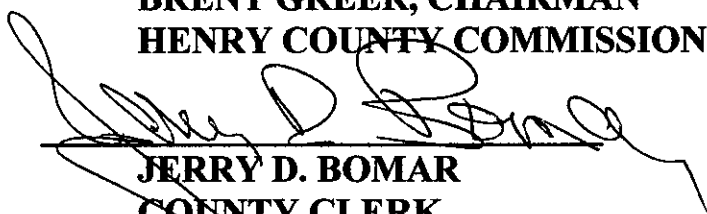
8. The United States shall not be responsible for any loss or damage to property including, but not limited to: animals, machinery, or injury to the permitted, or his/her relatives, or to the officers, agents, employees, or any others who are on the premises; or for damages or interference caused by wildlife or employees or representatives of the Government carrying out their official responsibilities.
9. This Memorandum constitutes the full complete and entire Memorandum between the Service and Henry County. No modification or amendment shall be binding on any party hereto unless such modification or amendment shall be in writing, executed in duplicate by the parties hereto, attached to the Memorandum.

IN WITNESS WHEREOF, the SERVICE and HENRY COUNTY have caused this Memorandum to be executed as of the day and year first above written.

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

**PASSED** 11-17-2008

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**JERRY D. BOMAR  
COUNTY CLERK**

**APPROVED** 11-17-2008

  
\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY MAYOR**

**UNITED STATES OF AMERICA  
DEPARTMENT OF INTERIOR  
FISH AND WILDLIFE SERVICE**

**By:** \_\_\_\_\_  
**JOHN T. TAYLOR, REFUGE MANAGER**

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

Chairman Greer explained the NACO prescription discount card program which Commissioner Warren brought information from the fall Memphis meeting. This is a program that the County issues cards to uninsured or underinsured residents with no cost to the County which enables them to buy drugs at a discount at participating drug stores. A motion was made by Mary Warren and seconded by James Travis to approve this program.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES				X	X			
WARREN, MARY			X		X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL					15			

DATE : 11/17/2008

MOTION CARRIED

940328

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

County Attorney Greer presented the following parcel of land to be sold for delinquent taxes. Parcel in the Pine Point area, Group R, Parcel 19, Unit 5, Block 26, lot 45x 110 In the name of Ben J. Gant with delinquent taxes total at \$898.00 which is for a ten (10) Period. A bid was made in the amount of \$915.00. A motion was made by Mitchell Evans and seconded by Dan Paschall that this bid be accepted subject to the statutory Raises.

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			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN				X	X			
TRAVIS, JAMES					X			
WARREN, MARY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL					15			

DATE : 11/17/2008

6.05.11



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

A motion was made by Earl Anderson and seconded by Mitchell Evans to adjourn.

ITEM NO. 13

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

DATE : 11.17/2008

VOICE VOTE CARRIED