

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 September 15, 2014 at 7:00 p.m. Present and presiding the Honorable Brent Greer, Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Monte Belew.

ITEM NO. 2 The invocation was led by Commissioner Travis.

ITEM NO. 3 The pledge to the flag was led by Commissioner Starks.

ITEM NO. 4 Roll Call

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

ITEM NO. 5 Citizen's Forum

NONE AND THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum – Chairman Greer advised the Commission regarding the discussion of the sales tax referendum. “We will invite school board members, city commissioners and aldermen to attend work sessions in October or November to discuss the matter,” said Greer.

THE CHAIR CLOSED THE FORUM

00 042

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

A motion was made by Commissioner Greg Carter and seconded by Commissioner Kyle to approve Resolution 1-9-14, to appoint certain citizens and commissioners to various boards, committees, and positions.

ITEM NO. 7

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

MOTION CARRIED

DATE : 9-15-14

RESOLUTION NO. 01-09-14

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

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

WHEREAS, it is the duty and responsibility of the Board of Commissioners of Henry County, Tennessee to appoint certain qualified citizens and Henry County Commissioners to fill 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 15th day of September, 2014, a majority or more of said Commissioners concurring, that:

SECTION 1. Brent Greer be and hereby is appointed to the Chairman of the Commission, with term to expire September 2015.

SECTION 2. Paul Mathenia be and hereby is appointed to Vice-Chairman of the Commission, with term to expire September 2015.

SECTION 3. Brent Greer be and hereby is appointed to the Board of Health with term to expire September 2015.

SECTION 4. Paul Mathenia be and hereby is appointed to the Tourism Committee with term to expire September 2015.

SECTION 5. Brent Greer be and hereby is appointed to the Veterans Service Committee with term to expire September 2015.

SECTION 6. Don Jones be and hereby appointed to the Budget Committee with term to expire January 2016.

SECTION 7. Randy Gean be and hereby is appointed to fill the following committees:

- a. Agriculture Committee, Expiring – January 2015
- b. Animal Control Committee – Co-Terminus
- c. Courthouse Committee – Expiring – January 2015
- d. Health Insurance Committee – Exp. January 2015
- e. Liability Insurance Committee – Co-Terminus
- f. Nonprofit Organization Study Committee – Co-Terminus
- g. School Ad Hoc Committee – Co-Terminus

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


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

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

PASSED 9-15-14



**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 9-15-14



**BRENT GREER
HENRY COUNTY MAYOR**

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

A motion was made by Commissioner Mathenia and seconded by Commissioner Kyle to approve the Consent Agenda, which consists of the following: Minutes of the meeting of August 18, 2014, report of property tax collections to date, report of total revenue collections to date, and the following Notary Public designations: Tammie L. Bostick, Donna Winders, Jill L. Thompson, Amy W. Davis, Gabriele Middleton, Amanda L. Glass, Amanda L. Caldwell, and Connie L. Schaefer.

ITEM NO. 8

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

VOICE VOTE CARRIED

DATE : 9-15-14

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

Commissioner Humphreys presented and made a motion to approve Resolutions 2-9-14 and 3-9-14, to authorize certain changes in the budget for fiscal 2014-2015. The motion was seconded by Commissioner Starks.

ITEM NO. 9

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

MOTION CARRIED

DATE : 9-15-14

00 047

RESOLUTION #2-09-14

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL FUND FOR FISCAL 2014-2015

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2014, adopted the budget for the Henry County General Fund for fiscal 2014-2015; 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 15th day of September 2014, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

CLERK AND MASTER'S OFFICE

INCREASE ACCOUNT 53400-330 entitled "Operating Lease Payments," in the amount of \$1,303.68

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$1,303.68

The amendment is to put into the budget the annual lease of a copier. There was a purchase order issued prior to June 30, 2014, for this expense but it has been deleted and the funds were credited to unappropriated fund balance.

SHERIFF'S OFFICE

INCREASE ACCOUNT 54210-160-024, entitled "Correction Guard Salary," in the amount of \$3,940.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$3,940.00

This amendment is to correct the wrong amount entered during the budget process by the Finance Director.

OTHER CHARGES

INCREASE ACCOUNT 58400-508, entitled "Premium on Corporate Surety Bond," in the amount of \$9,502.00

00 048

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$9,502.00

This amendment is to put in the budget the expense of the 4-year Trustee's bond. In the past we have paid this bond annually, however, we wanted to take advantage of the savings this year.

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

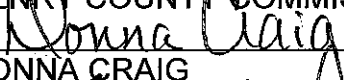
the Commission record of this date.

PASSED 9-15-14

APPROVED 9-15-14



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK



BRENT GREER
COUNTY MAYOR

RESOLUTION #3-09-14

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 2014-2015

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2014, adopted the budget for the Henry County General Purpose School Fund for fiscal 2014-2015; 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 15th day of September 2014, 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:

141-01

DECREASE RESERVE ACCOUNT 34555 entitled "Restricted for Education," in the amount of \$104,031.44

INCREASE ACCOUNT 71100-599, entitled "Other Charges," in the amount of \$11,570.83

INCREASE ACCOUNT 71100-722, entitled "Technology Equipment," in the amount of \$6,444.10

INCREASE ACCOUNT 72110-399, entitled "Other Contracted Services," in the amount of \$12,355.00

INCREASE ACCOUNT 73300-599, entitled "Other Charges," in the amount of \$73,661.51

141-02

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$50,000.00

INCREASE ACCOUNT 71100-722, entitled "Technology Equipment," in the amount of \$50,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$45,000.00

INCREASE ACCOUNT 72620-399, entitled "Other Contracted Services," in the amount of \$45,000.00

141-03

INCREASE REVENUE ACCOUNT 46590, entitled "Other State Education Fund," in the amount of \$150,000.00

INCREASE ACCOUNT 73300-105, entitled "Salary - Director," in the amount of \$13,500.00

INCREASE ACCOUNT 73300-116, entitled "Salary - Teachers," in the amount of \$92,000.00

INCREASE ACCOUNT 73300-201, entitled "Social Security," in the amount of \$6,541.00

INCREASE ACCOUNT 73300-204, entitled "Retirement," in the amount of \$9,537.20

INCREASE ACCOUNT 73300-212, entitled "Medicare," in the amount of \$1,529.75

INCREASE ACCOUNT 73300-399, entitled "Other Contracted Services," in the amount of \$2,700.00

INCREASE ACCOUNT 73300-422, entitled "Food Supplies," in the amount of \$6,000.00

INCREASE ACCOUNT 73300-429, entitled "Instructional Supplies," in the amount of \$16,192.05

INCREASE ACCOUNT 73300-524, entitled "Inservice/In Staff Development," in the amount of \$2,000.00

141-04

INCREASE ACCOUNT 71100-429, entitled "Instructional Supplies," in the amount of \$23,000.00

DECREASE ACCOUNT 71100-449, entitled "Instructional Textbooks," in the amount of \$23,000.00

141-05

INCREASE REVENUE ACCOUNT 46530, entitled "Energy Efficient School Initiative," in the amount of \$9,000.00

INCREASE ACCOUNT 72620-399, entitled "Other Contracted Services," in the amount of \$9,000.00

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

PASSED 9-15-14


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

APPROVED 9-15-14

Donna Craig
DONNA CRAIG
COUNTY CLERK
Brent Greer
BRENT GREER
COUNTY MAYOR

00 053
 ROLL CALL

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

A motion was made by Commissioner Jones and seconded by Commissioner Humphreys to approve Resolution 4-9-14, to enter into a contract between Government Services & Associates, LLC and Henry County Board of Commissioners.

ITEM NO. 10

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

MOTION CARRIED

DATE : 9-15-14

RESOLUTION NO. 04-09-14

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO ENTER INTO A CONTRACT BETWEEN GOVERNMENT SERVICES & ASSOCIATES, LLC. AND HENRY COUNTY BOARD OF COMMISSIONERS

WHEREAS, Henry County finds it essential to enter into a contract with the Government Services & Associates, LLC., beginning July 1, 2014, and ending July 31, 2015; 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 15th day of September, 2014, a majority or more of the membership concurring, does hereby empower, authorize, and direct the County Mayor of Henry County, Tennessee to enter into a contractual agreement with Government Services & Associates, LLC beginning July 1, 2014, and ending July 31, 2015.

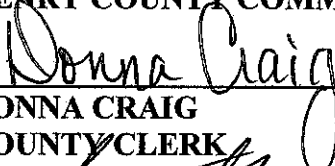
BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED

9-15-14




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED

9-15-14



BRENT GREER
HENRY COUNTY MAYOR

This Agreement, made and entered into this 18th day of August, 2014 by and between the Henry County Board of Commissioners, hereinafter referred to as "County", and Government Services and Associates, LLC hereinafter referred to as "Contractor".

SPECIAL PROVISIONS

WITNESSETH

WHEREAS, the County is a political subdivision of the State of Tennessee; and

WHEREAS, the Contractor is engaged in the business of providing audit and compliance review services regarding the listing and assessment of Business Personal Property as provided by Tennessee Law and regulatory requirements including related contracts with other entities of government at State and Local levels; and

WHEREAS, the above primarily involves dealing with property tax laws and regulations which are administered by Local and State taxing officials including the County Assessor of Property; and

WHEREAS, Contractor desires to enter into this Agreement to provide services regarding statutory requirements, governmental relations, and administrative agency consulting, as well as contacts with various elements of local governments and businesses sharing a common interest in Business Personal Property listing and assessment compliance and equitable taxation,

NOW, THEREFOR, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SERVICES

By Contractor:

- (1) Contractor will perform Business Personal Property Audit and Compliance Reviews to verify the accuracy of personal property listings as may be directed and assigned by the County Assessor of Property.
- (2) Implement generally acceptable audit and review procedures regarding comprehensive book audits of taxpayers' accounting records applicable in verifying the accuracy of information contained in a taxpayers' listing of personal property.
- (3) Provide necessary support in scheduling files and field audits and prepare correspondence relative to scheduling audits and advising taxpayer of audit findings.
- (4) Defend audit findings before the taxpayer and County and throughout any appeals process except; the contractor shall not be responsible for defending legal or appraisal issues.
- (5) Prepare reports in connection with audit activity including reports on each completed audit and quarterly progress reports reflecting the status of each taxpayer account assigned to contractor for audit.
- (6) Provide training to designated employees of the County as to all aspects of the services provided by the Contractor. Any designee of the County may accompany Contractor on any audit of their choice.
- (7) Comply with provisions of all the Tennessee statutes in connection with the confidentiality of records including all official records and the records of the taxpayer. Contractor shall hold the County harmless from any liability which may result from an action involving Contractor or its employees or agents regarding confidentiality of taxpayer records or other information acquired from the taxpayer or taxpayer's agent.

The County:

- (1) Provide Contractor copies of Personal Property Listings and schedules and documents applicable for the years for which audits are to be performed.
- (2) Provide Contractor sufficient county letterhead and envelopes, to be used by the Contractor for correspondence in with implementing the services as herein provided.

Contractor's fees for services provided County, in accordance with the provisions of this Agreement, are based on a per audit fee depending on the audit activity and size of the account assigned for audit. Sizes of accounts shall be determined on the basis of

total Personal Property Appraised Value on each account as reflected by the records of the Assessor of Property at the time the account is assigned for audit. Fees shall be determined as follows:

Field Audits - Includes the audit of any account assigned by the County requiring a comprehensive review of the taxpayer's accounting records. Field Audits will be performed on all accounts assigned reflecting a total appraised valuation of personal property exceeding \$10,000. in value.

GS&A FEE SCHEDULE

Account Class	Value Range	Field Audit
A/A	BELOW 10,000 IN VALUE	\$ 200.00
A/B	10,000 TO 20,000 IN VALUE	\$ 300.00
A/C	20,000 TO 50,000 IN VALUE	\$ 350.00
A/D	50,000 TO 100,000 IN VALUE	\$ 400.00
A	100,000 TO 400,000 IN VALUE	\$ 500.00
B	400,000 TO 1,000,000 IN VALUE	\$ 1,000
C	1,000,000 TO 5,000,000 IN VALUE	\$ 1,450
D	5,000,000 AND ABOVE IN VALUE	\$ 4,500

Unless otherwise stated for in this agreement, the above fees include all cost associated with the Contractor's performance of services including travel, food, lodging, mileage, salaries, employee benefits, and defending the audit findings throughout any appeals process.

County Cost: Responsible for the cost of postage for handling audit correspondence and the cost of providing Contractor with copies of County records associated with an account assigned for audit. County will also be responsible for all legal cost involving appeals resulting from audits.

Contractor shall invoice the County for service fees on a monthly basis. Invoiced fees will be due and payable within fifteen (15) days following billing date. If payment is not received by Contractor within thirty (30) days from the billing date, the unpaid balance of the fees will be subject to additional fees in the amount of one and one half percent (1 1/2%) per month until payment is received.

Contractor shall provide the County documentation of services rendered and billing fees.

Contractor shall not perform services for which total annual cost shall exceed \$38,000.00 for services provided for in this agreement unless otherwise agreed to in writing by the parties, attached hereto and titled as an "addendum"

The County and Contractor Further Agree As Follows:

TERMS OF GS&A AGREEMENT

This Agreement is effective beginning upon execution of this agreement and shall continue from July 2014 to July 2015. Thereafter this date, this Agreement will automatically renew annually on July 1 of each year, contingent upon the County's funding for Business Personal Property audit and compliance review services.

TERMINATION OF GS&A CONTRACT

If through any cause, Contractor or County fails to fulfill its obligations as provided by this Agreement, or materially violates any of the covenants or stipulations within this Agreement, and such failure continues for thirty days after written notice thereof by a party, either party may shall thereupon have the right to terminate this Agreement immediately upon giving written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of such termination, the Contractor shall be entitled to receive compensation for all work performed as of the termination date.

This Agreement is for professional services. GS&A is an independent contractor and neither party shall be an agent or employee of the other. Neither party assumes any liability to the other or to any third party for any damages to property including damages to equipment, or personal injury or death, which might arise out of or be in any way connected with any act or omission of the other party.

Except as otherwise provided for in this section, subletting, assignment or transfer of all or part of the interest of either party to this Agreement is prohibited unless by the written consent of both parties.

The Contractor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Agreement and make such materials available at Contractor's offices at all reasonable times during the period of the Agreement and for three (3) years from the date of payment hereunder for inspection by the County or by any other governmental entity or agency participating in the funding of this Agreement, or any authorized agents thereof; copies of said records to be furnished if requested except that environmental compliance working papers may be maintained in appropriate offices of the County. Both the County and Contractor shall have access to such records maintained in offices.

The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all Federal, State, and Local laws, ordinances, and regulations in any manner affecting the conduct of work. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. Should any provision, portion or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the effected provisions of this Agreement with a view towards effecting the purpose of this Agreement, and the validity and enforceability of the remaining provision.

AGREEMENT

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements or understanding between the parties.

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement.

Any notices to be given or submitted by either party to the other pursuant to this agreement shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

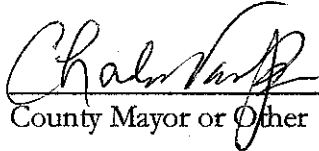
COUNTY:

CONTRACTOR

IN WITNESS WHEREOF, the parties have executed this agreement for the purposes stated herein, on the day and date first above written.

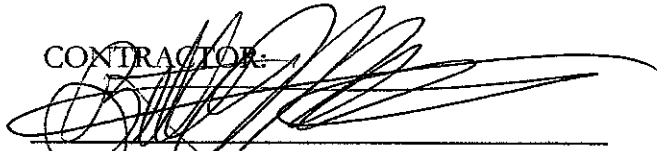
COUNTY:

Assessor of Property



County Mayor or Other

CONTRACTOR:



Government Services & Associates, LLC

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

Sheriff Belew and Captain Lowe made a presentation regarding the purchase of patrol cars for the Sheriff's Department versus leasing. Following the presentation, a motion was made by Commissioner Jones and seconded by Commissioner Kyle to concur with the presentation and proceed with the recommendation of the Sheriff to move forward with the four-year capital plan with a two-year capital outlay note.

ITEM NO. 11

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

MOTION CARRIED

DATE : 9-15-14

ROLL CALL

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

Commissioner Kyle made a motion and Commissioner Bradley seconded the motion to approve Resolution 5-9-14, to authorize the issuance, sale, and payment of capital outlay notes not to exceed \$235,000.

ITEM NO. 12

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

MOTION CARRIED

DATE : 9-15-14

RESOLUTION NO. 05-09-14

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO AUTHORIZE THE ISSUANCE, SALE,
AND PAYMENT OF CAPITAL OUTLAY NOTES NOT TO
EXCEED \$235,000**

WHEREAS, the Governing Body of Henry County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project (the "Project"): Capital Outlay Note 2014-2015 Fiscal Year (See Attachment).

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

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the State Director of Local Finance; and

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

WHEREAS, the Governing Body that this resolution is in compliance with the Debt Management Policy as modified January 20, 2012, and reviewed on August 18, 2014.

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

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed two hundred and thirty five thousand dollars (\$235,000) at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "2014 Capital Outlay Notes, Series 2014b", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed 3 percent (3%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than two (2) years after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby

certified by the Governing Body to be at least See Attachment year. The existing balance of said note will be retired prior to the end of the 2016-2017 fiscal year.

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

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

If applicable, the Notes shall be further secured by Not Applicable.

(If the revenues generated by Project are to be applied as additional security for the Notes, describe such revenues here.)

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Mayor of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

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

Section 7. That, the Notes shall be in substantially the form authorized by the State Director of Local Finance and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

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

Section 9. That, upon the opinion of bond counsel, the Notes may be designated as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986.

Section 10. That, after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the "Director".) The budget shall be kept balanced during the life of the notes. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

Section 11. That, if any of the Notes shall remain unpaid at the end of two (2) years from the issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approval by the State Director of Local Finance.

Section 12. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 15th day of September, 2014.

PASSED 9-15-14




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 9-15-14



BRENT GREER
HENRY COUNTY MAYOR

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

ITEM NO. 13 - A motion was made by Commissioner Humphreys and seconded by Commissioner Kyle to suspend the rules to add Resolution 6-9-14 to the agenda, authorizing the sale of certain surplus county property.

ITEM NO. 14 - Commissioner Jones made a motion and Commissioner Greg Carter seconded the motion to approve Resolution 6-9-14, to authorize the sale of certain surplus county property.

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

MOTION CARRIED

DATE : 9-15-14

RESOLUTION NO. 6-09-14

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
HENRY COUNTY, TENNESSEE TO AUTHORIZE THE SALE OF
CERTAIN SURPLUS COUNTY PROPERTY**

WHEREAS, the Henry County Sheriff's Department has declared a servicing platform, self-propelled item (see attachment) to be surplus property and of no use to the Sheriff's Department; and

WHEREAS, the Board of Commissioners deems it appropriate and beneficial to the public interest to grant authorization for sale of such property by the Henry County Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15th day of September, 2014, a majority or more of the membership concurring, that the aforementioned items be declared surplus property and the Henry County Commission does authorize a public auction sale pursuant to Tennessee Code Annotated § 5-14-106.

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

PASSED 9-15-14




**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 9-15-14



**BRENT GREER
HENRY COUNTY MAYOR**

ROLL CALL

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

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

ITEM NO. 15

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

VOICE VOTE CARRIED

DATE : 9-15-14