



AGENDA
HENRY COUNTY COMMISSION
Monday, September 16, 2024
5:00 P.M.
CHANCERY COURTROOM

1. Call to order and opening of the Commission.
 2. Invocation.
 3. Pledge to the Flag of the United States of America.
 4. Roll call.
 5. Citizen's forum.
 6. Commissioner's forum.
 7. Update from Buildings & Grounds Committee Chairman Marty Visser.
 8. Loyal Patriot presentation to John Penn Ridgeway
 9. **BUSINESS:**
 - a. Approval of Consent Agenda and action thereon by the Commission.
 - b. Consideration of a resolution to approve the amendment of the number of members on the Henry County Planning Commission. **RESOLUTION #1-9-24**
 - c. Consideration of a resolution making certain appointments to various boards and committees and action thereon by the Commission. **RESOLUTION #2-9-24**
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- d. Consideration of a resolution to authorize the sale of a delinquent tax property at a reduced price and action thereon by the Commission. **RESOLUTION #3-9-24**
 - e. Consideration of a resolution to authorize the sale of a delinquent tax property at a reduced price and action thereon by the Commission. **RESOLUTION #4-9-24**
 - f. Consideration of a resolution to approve the Corporate Surety Bond for District 1 for Henry County Constable. **RESOLUTION #5-9-24**
 - g. Consideration of a resolution to approve a lease agreement between Henry County Government and TEC. **RESOLUTION #6-9-24**
 - h. Consideration of a resolution authorizing mayor to sign interlocal agreement with Northwest TN Workforce. **RESOLUTION #7-9-24**
 - i. Consideration of a resolution to approve a Capital Outlay Note in the amount of \$700,635 and action thereon by the Commission. **RESOLUTION #8-9-24**
 - j. Consideration of a resolution to approve the transfer of property for the Henry County Health Department by warranty deed and interlocal agreement. **RESOLUTION #9-9-24**
 - k. Consideration of a resolution to authorize the sale of surplus property by the Henry County Sheriff's Department and action thereon by the Commission. **RESOLUTION #10-9-24**
10. Announcements and Updates.
- **TCCA Annual Regional Meeting** - Obion County White Squirrell Winery on Thursday, September 19, 2024. Plans are to leave the courthouse at 4:00PM & drive the Veteran's Office van.
 - **TCSA Fall Conference** – Oct 23-25, 2024 in Murfreesboro
 - **Update from Mayor Geiger**
 - (a) County Reference Documents: Personnel Handbook, Planning Commission Subdivision Regs, and Court Fee Schedules
 - (b) 4-way Stop at Hwy 69 North & Hwy 218
 - (c) Reviewing all committees and boards
 - (d) Discussion of how commission packets are distributed
11. Adjournment.

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 16, 2024 at 5:00 p.m. Present and presiding Charles Elizondo, Vice Chairman and newly elected Chairman Mayor Randy Geiger, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Josh Frey.

ITEM NO. 2 The invocation was led by Commissioner Kenneth Humphreys.

ITEM NO. 3 The pledge to the flag was led by Sheriff Josh Frey.

ITEM NO. 4 Roll Call

The following Commissioners were present: Patrick Burns, Dell Carter, Charles Elizondo, David Flowers, Missy Hamilton, David Hayes, Kenneth Humphreys, Melissa McElroy, Paul Neal, Gatlin Primrose, Monte Starks, Jay Travis, Marty Visser, David Webb and Ralph Wiles.

ITEM NO. 5 Update from the Buildings & Grounds Committee Chairman Marty Visser.

ITEM NO. 6 Loyal Patriot presentation to John Penn Ridgeway.

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

A motion was made by Commissioner Humphreys to approve the Consent Agenda, which consists of: Minutes of the meeting of August 19, 2024, various quarterly reports, Henry County Medical Center Statement of Cash Flow, Trustee's month end report, Report from TEMA regarding National Preparedness Month, Copy of Tennessee Comptroller's letter acknowledging receipt of a certified copy of the Fiscal Year 2025 budget and the following Notary Public designations: Summer Champion, Tammie Hollingsworth, Lori Snow, Amanda Barnhill and Chad Carver. The motion was seconded by Commissioner Starks.

ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL								
ELIZONDO, CHARLES								
FLOWERS, DAVID								
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH			X					
McELROY, MELISSA								
NEAL, PAUL								
PRIMROSE, GATLIN								
STARKS, MONTE				X				
TRAVIS, JAY								
VISSER, MARTY								
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED

DATE : 9-16-24

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

Commissioner Visser made a motion to approve Resolution 1-9-24, to amend the number of Committee members to (10) members for the Planning Commission for Henry County. The motion was seconded by Commissioner Humphreys.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL								
ELIZONDO, CHARLES								
FLOWERS, DAVID								
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH				X				
McELROY, MELISSA								
NEAL, PAUL								
PRIMROSE, GATLIN								
STARKS, MONTE								
TRAVIS, JAY								
VISSER, MARTY			X					
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED

DATE : 9-16-24

RESOLUTION NO. 1-9-24

A RESOLUTION TO AMEND THE NUMBER OF COMMITTEE MEMBERS TO (10) MEMBERS FOR THE PLANNING COMMISSION FOR HENRY COUNTY

WHEREAS, *Tennessee Code Annotated* (T.C.A.) Section 13-3-101(c),
Creation of Planning Commission states:

(c)

- (1) The number of members of any such commission shall be determined by the commissioner but shall not be less than five (5) nor more than fifteen (15).
- (2) The commissioner may designate, as members of a regional planning commission, persons who are members of county legislative bodies or of boards of aldermen or commissioners or other municipal legislative bodies; provided, that the members of the regional planning commission, so designated from county and municipal legislative bodies shall be less in number than a majority of the commission, and that not less than a majority of the members of the commission shall hold no salaried public office or position whatever, excepting offices or faculty memberships of a university or other educational institution.
- (3) Each person shall be nominated in writing by the chief elected officer of any county having a metropolitan form of government, the county mayor of any other county, or the chief elected officer of any municipality lying inside of the boundary of the planning region before being designated by the commissioner.

WHEREAS, the duties of a regional planning commission is to advise the governing body on a variety of planning and land development

proposals, such as rezonings, ordinance amendments, and land development;
and

WHEREAS, the Henry County Commission realizes the need, especially in today's current environment of increased planning and land development transactions of a viable and efficient Planning Commission; and

WHEREAS, the County Commission finds it to be in the best interests of Henry County to amend the Henry County Planning Commission membership from seven (7) members to ten (10) members.

NOW THEREFORE BE IT RESOLVED by the County Commission of Henry County, meeting this 16th day of September, 2024, that:

SECTION 1. Pursuant to the provisions of T.C.A. § 13-3-101, the County Commission of Henry County does hereby amend the Planning Commission to be a ten (10) member commission to better serve the needs of the Henry County citizens.

SECTION 2. Meetings of the Planning Commission shall be subject to the open meetings provisions of T.C.A. Title 8, Chapter 44.

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

PASSED 9/16/2024




**RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 9/16/2024



**RANDY GEIGER
HENRY COUNTY MAYOR**

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

A motion was made by Commissioner Visser to approve Resolution 2-9-24, to appoint certain Citizens and Commissioners to various Boards, Committees, and Positions. The motion was seconded by Commissioner Humphreys.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE, GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY			X		X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-16-24

RESOLUTION NO. 2-9-24

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of September, 2024, a majority or more of said Commissioner's concurring, that:

SECTION 1: The following be and hereby is appointed to the Adult Oriented Establishment Board to fill the co-terminus term of Rita Gean.

- a. Gatlin Primrose

SECTION 2: The following be and hereby is appointed to the Agriculture Committee to fill the unexpired two-year term of Rita Gean which expires January, 2025.

- a. Gatlin Primrose

SECTION 3: The following be and hereby is appointed to the Animal Control Committee to fill the co-terminus term of Rita Gean.

- a. Gatlin Primrose

SECTION 4: The following be and hereby are appointed to the Buildings & Grounds Committee.

- a. Gatlin Primrose – to fill the unexpired one-year term of Rita Gean which expires January, 2025
- b. Pam Martin – added for County Elected Official representation for a term which expires January, 2025

SECTION 5: The following be and hereby is appointed as Chairman of the Commission for a one-year term which expires September, 2025.

- a. Randy Geiger

SECTION 6: The following be and hereby is appointed as Vice-Chairman of the Commission for a one-year term which expires September, 2025

- a. Monte Starks

SECTION 7: The following be and hereby is appointed to the Delinquent Tax Committee to fill the unexpired one-year term of Ricky Wade which expires January, 2025.

- a. David Flowers

SECTION 8: The following be and hereby is appointed to the Fire Protection Study Committee to fill the unexpired one-year term of Ricky Wade which expires January, 2025.

- b. David Flowers

SECTION 9: The following be and hereby is appointed to the Board of Health for a one-year term which expires September, 2025.

- a. Randy Geiger – County Mayor

SECTION 10: The following be and hereby is appointed to the Health Insurance Committee to fill the unexpired one-year term of Rita Gean which expires January, 2025.

- a. Gatlin Primrose

SECTION 11: The following be and hereby is appointed to the Henry-Carroll County Railway Authority to fill the unexpired one-year term of John Penn Ridgeway which expires January, 2025.

- b. Randy Geiger

SECTION 12: The following be and hereby is appointed to the Industrial Relations Committee to fill the co-terminus term of John Penn Ridgeway.

- a. Randy Geiger

SECTION 13: The following be and hereby is appointed to the Investment Committee to fill the unexpired one-year term of John Penn Ridgeway which expires January, 2025.

- a. Randy Geiger

SECTION 14: The following be and hereby is appointed to the Legislative Committee to fill the unexpired one-year term of Ricky Wade which expires January, 2025.

- a. David Flowers

SECTION 15: The following be and hereby is appointed to the Liability Insurance Committee to fill the co-terminus term of Rita Gean.

- a. Gatlin Primrose

SECTION 16: The following be and hereby is appointed to the Non-Profit Study Committee to fill the co-terminus term of Rita Gean.

- a. Gatlin Primrose

SECTION 17: The following be and hereby is appointed to the Planning Commission to fill four-year terms as follows:

- a. Bethany Edwards – unexpired term of Tara Wilson – January 2027
- b. Richie Chilcutt – unexpired term of Mark Johnson – January 2027
- c. Albert Wade – unexpired term of Terry Wimberley – January 2028
- d. Mason Peale – term to expire January 2028
- e. Matt McCrory – term to expire January 2028
- f. Patrick Smith – term to expire January 2028

SECTION 18: The following be and hereby is appointed to the Public Records Commission to fill unexpired one-year terms which expire January 2025.

- a. Randy Geiger – unexpired term of John Penn Ridgeway
- b. David Flowers – unexpired term of Ricky Wade

SECTION 19: The following be and hereby is appointed to the Tourism Committee for a one-year term which expires September 2025.

- a. Monte Starks

SECTION 20: The following be and hereby is appointed to the Vacant Property Review Committee to fill the co-terminus term of Ricky Wade.

- a. David Flowers

SECTION 21: The following be and hereby is appointed to the Veterans Service Committee to fill a one-year term which expires September, 2025.

- b. Randy Geiger

SECTION 22: The following be and hereby is appointed to the Work Release Committee to fill the unexpired one-year term of Ricky Wade which expires January, 2025.

a. David Flowers

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 9/16/24


RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 9/16/24


RANDY GEIGER
HENRY COUNTY MAYOR

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

Commissioner Neal made a motion to approve Resolution 3-9-24, to authorize the sale of delinquent tax properties at a reduced price. Commissioner Hayes seconded the motion.
 ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID				X	X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL			X		X			
PRIMROSE, GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-16-24

RESOLUTION NO. 3-9-24

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

WHEREAS, Henry County acquires ownership of parcels which were the subject of the annual delinquent tax collection suits when no other bidder bids on a parcel at the Delinquent Tax Sale; and

WHEREAS, Tennessee law allows the Delinquent Tax Committee and County Mayor to place a fair resale price on each parcel of land purchased by the County at a delinquent tax sale, and said committee may authorize the sale of any tract of land upon such terms as will secure the highest and best sale price; and

WHEREAS, Tennessee law requires that no parcel of land purchased by the County at a delinquent tax sale shall be resold for an amount less than the total amount of the taxes, penalty, cost and interest accrued against such parcel, unless the legislative body determines that it is impossible to sell the parcel of land for such amount and grants permission to offer the land for sale at some amount to be fixed by such legislative body; and

WHEREAS, it appears that the delinquent tax parcels described below are impossible to sell for an amount equal to the total amount of the taxes, penalty, cost and interest accrued against such parcels;

612 N. Brewer St, Group D, Control Map 095P, Parcel 7.00. Offer by Chelsea Mangrum for \$500.00 plus closing costs.

510 N. Brewer St, Group D, Control Map 095P, Parcel 15.00. Offer by Chelsea Mangrum for \$500.00 plus closing costs.

517 N. Brewer St, Group E, Control Map 095P, Parcel 47.00. Offer by Chelsea Mangrum for \$500.00 plus closing costs.

N. Brewer St, Group E, Control Map 095P, Parcel 49.00. Offer by Chelsea Mangrum for \$500.00 plus closing costs.

N. Brewer St, Group E, Control Map 095P, Parcel 55.01. Offer by Chelsea Mangrum for \$500.00 plus closing costs.

WHEREAS, it is in the interest of the citizens of Henry County that said delinquent tax parcels be resold, if possible, not only for purposes of generating revenue through the sale, but also for purposes of eliminating Henry County's liability and maintenance costs associated with said parcels and also so that the parcels are put back to taxable use; and

WHEREAS, the individual named above has made offers for quitclaim deeds to said delinquent tax parcels;

WHEREAS, after investigation of said delinquent tax parcels, the Delinquent Tax Committee recommends that the County Mayor be authorized to accept the minimum offers as listed above, subject to publication of the offers and the opportunity for any other interested party to raise to the offers as prescribed by law; and

WHEREAS, the Delinquent Tax Committee and County Mayor have approved the terms and conditions of sale recommended by the Henry County Attorney pertaining to the offers for quitclaim deeds to the delinquent tax parcels described above;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 16th day of September, 2024, a majority or more of the membership concurring that the delinquent tax parcels cannot be sold for the accumulated total of taxes, interest, penalties and costs against them; therefore, pursuant to TENN. CODE ANN. §67-5-2507, the County Mayor is authorized to accept offers for quitclaim deeds to said parcels in consideration of minimum offers subject to publication of the offers and the opportunity for any other interested party to raise to the offers as prescribed by law.

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

PASSED 9/16/24




**RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 9/16/24



**RANDY GEIGER
HENRY COUNTY MAYOR**

Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$ 500 * on the following terms and conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:

Map _____, Group D, Control Map 095P, Parcel 7.00, S/I _____ ("Real Estate")

Name as it is to appear on Quitclaim Deed: Chelsea Mangrum

(Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)

* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

Offer/Acceptance

1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

Deposit / Final Payment

3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. **THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER.** Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Offer made on this the 23 day of August, 2024 by:

Offeror

Sign Name Chelsea Mangrum

Print Name 270-752-~~0090~~ 1452

Print Address Chelsea Mangrum

Print Phone 101 Christian Lane Hazel, K 4204

STATE OF TENNESSEE
COUNTY OF HENRY

Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.

On this the 23 day of August, 2024.

[Affix Seal]

Alexus B. Gordon

Notary Public

My commission expires: 09/22/20



Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$ 500 * on the following terms and conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:

Map _____, Group D, Control Map 095P, Parcel 15.00, S/I _____ ("Real Estate")

Name as it is to appear on Quitclaim Deed: Chelsea Mangrum

(Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)

* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

Offer/Acceptance

1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

Deposit / Final Payment

3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. **TIME IS OF THE ESSENCE.**
5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. **THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER.** Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, IDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Offer made on this the 23 day of August, 2024, by:

Offeror

Sign Name Chelan Meyer

Print Name _____

Print Address _____

Print Phone _____

STATE OF TENNESSEE
COUNTY OF HENRY

Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.

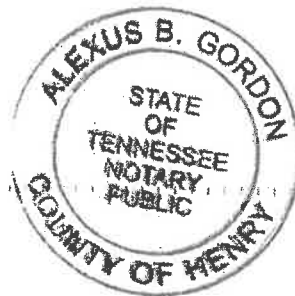
On this the 23 day of August, 2024.

[Affix Seal]

Alexis B. Gordon

Notary Public

My commission expires: 09/22/26



Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$ 500 * on the following terms and conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:

Map _____, Group E, Control Map 09SP, Parcel 47.00, S/I _____ ("Real Estate")

Name as it is to appear on Quitclaim Deed: Chelsea Mangrum

(Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)

* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

Offer/Acceptance

1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

Deposit / Final Payment

3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. **TIME IS OF THE ESSENCE.**
5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. **THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER.** Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Offer made on this the 23 day of August, 2024, by:

Offeror

Sign Name Charles Meyer

Print Name _____

Print Address _____

Print Phone _____

STATE OF TENNESSEE
COUNTY OF HENRY

Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.

On this the 23 day of August, 2024.

[Affix Seal]

Alexis B. Gordon
Notary Public

My commission expires: 09/22/26



Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$ 500 * on the following terms and conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:

Map _____, Group E, Control Map 095P, Parcel 49.00, S/I _____ ("Real Estate")

Name as it is to appear on Quitclaim Deed: Chelsea Mangrum

(Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)

* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

Offer/Acceptance

1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

Deposit / Final Payment

3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. **TIME IS OF THE ESSENCE.**
5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. **THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER.** Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

Other Terms and Conditions

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8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
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10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Offer made on this the 13 day of August, 2024, by:

Offeror

Sign Name Chelsea Mangrum Print Name _____

Print Address Chelsea Mangrum Print Phone _____

STATE OF TENNESSEE
COUNTY OF HENRY

Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.

On this the 13 day of August, 2024. [Affix Seal]

Alexis B. Gordon

Notary Public

My commission expires: 09/22/26



Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$ 500 * on the following terms and conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:

Map _____, Group E, Control Map 095P, Parcel 55.01, S/I _____ ("Real Estate")

Name as it is to appear on Quitclaim Deed: Chelsea Mangrum

(Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)

* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

Offer/Acceptance

1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

Deposit / Final Payment

3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. **TIME IS OF THE ESSENCE.**
5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. **THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER.** Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

Other Terms and Conditions

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- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Offer made on this the 23 day of August, 2024, by:

Offeror

Sign Name

Chelsea Myers

Print Name

Oneisea Mangnum

Print Address

270-752-1452

Print Phone

101 Christian Ln Hazel KY

STATE OF TENNESSEE
COUNTY OF HENRY

Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.

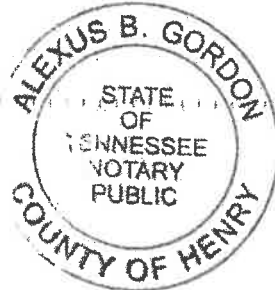
On this the 23 day of August, 2024

[Affix Seal]

Alex B Gordon

Notary Public

My commission expires: 09/22/20



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

A motion was made by Commissioner Neal to approve Resolution 4-9-24, to authorize the sale of delinquent tax properties at a reduced price. Commissioner Humphreys seconded the motion.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL			X		X			
PRIMROSE, GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-16-24

RESOLUTION NO. 4-9-24

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

WHEREAS, Henry County acquires ownership of parcels which were the subject of the annual delinquent tax collection suits when no other bidder bids on a parcel at the Delinquent Tax Sale; and

WHEREAS, Tennessee law allows the Delinquent Tax Committee and County Mayor to place a fair resale price on each parcel of land purchased by the County at a delinquent tax sale, and said committee may authorize the sale of any tract of land upon such terms as will secure the highest and best sale price; and

WHEREAS, Tennessee law requires that no parcel of land purchased by the County at a delinquent tax sale shall be resold for an amount less than the total amount of the taxes, penalty, cost and interest accrued against such parcel, unless the legislative body determines that it is impossible to sell the parcel of land for such amount and grants permission to offer the land for sale at some amount to be fixed by such legislative body; and

WHEREAS, it appears that the delinquent tax parcel described below is impossible to sell for an amount equal to the total amount of the taxes, penalty, cost and interest accrued against such parcel;

**Catfish Road-Cobanna Subdivision, Group C, Control Map 023B,
Parcel 021.00. Offer by William Cody Barker for \$500.00 plus closing costs.**

WHEREAS, it is in the interest of the citizens of Henry County that said delinquent tax parcel be resold, if possible, not only for purposes of generating revenue through the sale, but also for purposes of eliminating Henry County's liability and maintenance costs associated with said parcel and also so that the parcel is put back to taxable use; and

WHEREAS, the individual named above has made an offer for quitclaim deed to said delinquent tax parcel;

WHEREAS, after investigation of said delinquent tax parcel, the Delinquent Tax Committee recommends that the County Mayor be authorized to accept the minimum offer as listed above, subject to publication of the offer and the opportunity for any other interested party to raise to the offer as prescribed by law; and

WHEREAS, the Delinquent Tax Committee and County Mayor have approved the terms and conditions of sale recommended by the Henry County Attorney pertaining to the offer for a quitclaim deed to the delinquent tax parcel described above;

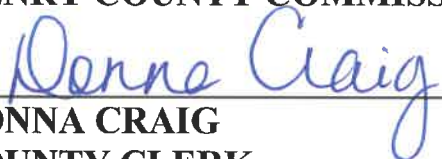
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 16th day of September, 2024, a majority or more of the membership concurring that the delinquent tax parcel cannot be sold for the accumulated total of taxes, interest, penalties and costs against it; therefore, pursuant to TENN. CODE ANN. §67-5-2507, the County Mayor is authorized to accept an offer for a quitclaim deed to said parcel in consideration of a minimum offer subject to publication of the offer and the opportunity for any other interested party to raise to the offer as prescribed by law.

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

PASSED 9/16/24



**RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 9/16/24



**RANDY GEIGER
HENRY COUNTY MAYOR**

Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$ 500 * on the following terms and conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:

Map 023B, Group C, Control Map 023B, Parcel 021.00, S/1 000 ("Real Estate")

Name as it is to appear on Quitclaim Deed: William Cody Barker

(Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)

* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.

Offer/Acceptance

1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to bid on the Real Estate (the "Final Auction"). At the conclusion of the Final Auction, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher bidders for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer or bid.

Deposit / Final Payment

3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$175.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate. **THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER.** Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

Exceptions in Quitclaim Deed

- 7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high bidder. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.
- 11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
- 12. Offeror swears or affirms that Offeror is not (and has not been within the past 6 months) an official or employee of the Henry County Government.
- 13. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Offer made on this the 29 day of July, 2024, by:

Offeror

Sign Name William Barker Print Name William Barker
 Print Address 1524 Old McKenzie Hwy Print Phone 731-707-1179
Paris TN

STATE OF TENNESSEE
COUNTY OF HENRY

Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.

On this the 29 day of July, 2024 [Affix Seal]

Alex B Gordon
 Notary Public
 My commission expires: 09/22/26



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

Commissioner Webb made a motion to approve Resolution 5-9-24, to approve the Corporate Surety Bond for Henry County Constable for District 1. The motion was seconded by Commissioner Elizondo.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES				X	X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE, GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID			X		X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-16-24

RESOLUTION NO. 5-9-24

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO APPROVE THE CORPORATE SURETY BOND FOR HENRY COUNTY CONSTABLE FOR DISTRICT 1

WHEREAS, the following was duly elected as a Henry County Constable to a four-year term of office beginning August 13, 2024 through August 13, 2028; and

District 1 – Chad Farthing

WHEREAS, the law of the State of Tennessee requires that each one named herein shall be bonded for the faithful performance of his or her duty.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of September, 2024, a majority or more of the members concurring, that:

SECTION 1. The official corporate surety bond for Chad Farthing, Henry County District 1 Constable, for the sum of Ten Thousand Dollars and No Cents (\$10,000.00) provided by State Farm Fire and Casualty Company be and hereby is approved; and

BE IT FURTHER RESOLVED that the Henry County Constable named herein above shall be bound under the Corporate Surety Bond for Henry County provided by State Farm Fire and Casualty Company.

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

PASSED 9/16/24

Randy Geiger
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

Donna Craig
DONNA CRAIG
COUNTY CLERK

APPROVED 9/16/24

Randy Geiger
RANDY GEIGER
HENRY COUNTY MAYOR

Bond No. 92-NU-G967-0



OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, CHAD FARTHING of _____
Principal

90 HIGHWAY 140 S, GLEASON, TN 38229
Street Address City State zip

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto HENRY COUNTY

in the penal sum of TEN THOUSAND AND NO/100 Dollars

(\$ 10,000.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 9TH day of AUGUST, 2024.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of CONSTABLE

_____ for a term of FOUR YEARS
_____ beginning on AUGUST 13, 2024 and
ending on AUGUST 13, 2028

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

C. Farthing
Principal



STATE FARM FIRE AND CASUALTY COMPANY
By: Karen Weber
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this 7 day of September, 2024.

OATH OF OFFICE

STATE OF TN.

SS

COUNTY OF Henry

CHAD FARTHING being
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of

and that he/she will faithfully, honestly and impartially perform and discharge the duties of the office/position to which he/she has been appointed while he/she shall hold said office.

[Signature]
Signature of Principal

Sworn to by said CHAD FARTHING
Principal (print name)

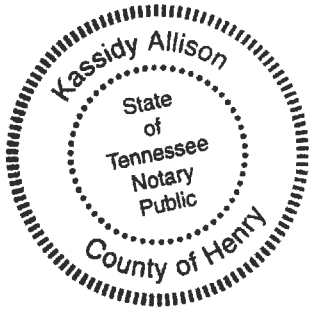
before me, and subscribed in my presence this

4 day of September A.D. 2024

Kassidy Allison
Notary Public

10/24/20
Commission Date

Notary Seal



Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Staci Ballenger, Pamela Chancellor, Brian A Crook, Sarah Deleon, Tina Easley, Kim Filter, Mark Fink, Aubrey Foxx, Dustin Fulks, Matthew J. Gibbons, Jay W. Hendren, LeAnn Henry, John R. Horton, Jeanette Hughes, Jerry Jacek, Lori McDowell, Taylor Manus, Jill Miller-Roberts, Susan Mohr, Melissa L. Morris, Brianna Novacek, Suzanne M. Robertson, Brittney Royal, Mario Silva, Heidi Simmons, Perry Tracy, Kathy J. Walker, Karen Weber, Dawn Welles Boyd, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:
Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 1st day of January, 2024, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 1st day of January, 2024.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2028, UNLESS SOONER REVOKED AS PROVIDED.



STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 1st day of January, 2024, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Karen Weber

Notary Public
My commission expires July 24, 2026

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 9TH day of AUGUST, 2024



Brian A. Crook

Brian A. Crook - Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.
FB6-9045.R
(04-01-2024)

Printed in U.S.A.

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

A motion was made by Commissioner Humphreys and seconded by Commissioner Starks to approve Resolution 6-9-24, to approve service agreements between Henry County Government and TEC Business.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE, GATLIN					X			
STARKS, MONTE				X	X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-16-24

RESOLUTON NO. 6-9-24

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO APPROVE SERVICE AGREEMENTS BETWEEN HENRY COUNTY GOVERNMENT AND TEC BUSINESS

WHEREAS, Henry County finds it is essential and in the best interest of the citizens of Henry County to approve the long-term service agreements between Henry County Government and TEC Business of Erin, Tennessee for the upgrading of internet services at the Henry County courthouse; and

WHEREAS, it is necessary for the Board of Commissioners of Henry County, Tennessee to approve any long-term service agreement when the agreement is on a 60-month basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of September 2024, a majority or more of the membership concurring, does hereby authorize the long-term service agreements described in the attached documents between Henry County Government and TEC Business of Erin, Tennessee.

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

PASSED 9/16/24



**RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 9/16/24



**RANDY GEIGER
HENRY COUNTY MAYOR**



Henry County Government

101 W Washington Ave
Paris, Tennessee 38242

Account Number:

60 Month Term

Quote created: August 13, 2024

Quote expires: September 20, 2024

Prepared by:

Blake Parker

Business Account Manager II - Tennessee
mparker@tec.com
+17312133340

PRODUCTS & SERVICES	QUANTITY	PRICE
Business Fiber Internet 940/940	1	\$499.00 / month for 5 years
Static IP Address - One	1	\$9.95 / month
Installation One Time Fee	1	\$0.00 after 100% discount
SUMMARY		
Monthly subtotal		\$508.95
One-time subtotal		\$0.00

Total	\$508.95
--------------	-----------------

60 Month Term:

Purchase terms

This proposal is contingent on a site survey being performed by our Network Engineer to confirm equipment requirements, on data services & network cabling meeting minimum requirements and on facility availability. If special construction is required after site survey, TEC and Customer will have the option to cancel the order for this service. Additional fees may apply to bring network up to required service levels. TEC is not responsible for any charges which may result from the termination of any existing agreement. Taxes and fees including local, state, county, E911 and federal tax assessments and fees are in addition to the above charges. Term begins on date service installation is complete.

This is an order on the products and services named, subject to the TEC terms and conditions. Any wiring, equipment and construction not noted in this Service Order are the responsibility of the customer. Please review the Master Service Agreement (MSA) available at <https://www.tec.com/legal/master-service-agreement> TECs provision of services to you is subject to all provisions set forth in the MSA, and by signing below, you indicate that you have read, understand and are in agreement with all parts of the MSA and that you will comply with all requirements set forth therein.

Signature

Signature

Date

Printed name



Henry County Clerk
101 E Washington St. #100
Paris, Tennessee 38242

Prepared by:

Blake Parker
Business Account Manager II - Tennessee
mparker@tec.com
+17312133340

Account Number:

60 Month Term

Quote created: August 20, 2024

Quote expires: September 20, 2024

PRODUCTS & SERVICES	QUANTITY	PRICE
Business Fiber Internet 500/500MBPS	1	\$259.00 / month
Static IP Address - One	2	\$19.90 / month
Installation One Time Fee	1	\$0.00 after 100% discount
SUMMARY		
Monthly subtotal		\$278.90
One-time subtotal		\$0.00 after \$90.00 discount

Total	\$278.90
--------------	-----------------

60 Month Term:

Purchase terms

This proposal is contingent on a site survey being performed by our Network Engineer to confirm equipment requirements, on data services & network cabling meeting minimum requirements and on facility availability. If special construction is required after site survey, TEC and Customer will have the option to cancel the order for this service. Additional fees may apply to bring network up to required service levels. TEC is not responsible for any charges which may result from the termination of any existing agreement. Taxes and fees including local, state, county, E911 and federal tax assessments and fees are in addition to the above charges. Term begins on date service installation is complete.

This is an order on the products and services named, subject to the TEC terms and conditions. Any wiring, equipment and construction not noted in this Service Order are the responsibility of the customer. Please review the Master Service Agreement (MSA) available at <https://www.tec.com/legal/master-service-agreement> TECs provision of services to you is subject to all provisions set forth in the MSA, and by signing below, you indicate that you have read, understand and are in agreement with all parts of the MSA and that you will comply with all requirements set forth therein.

Signature

Signature

Date

Printed name

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

A motion was made by Commissioner Carter to approve Resolution 7-9-24, adopting an Interlocal Agreement between the Local Workforce Development Area (LWDA) and the County of Henry establishing a Local Elected Officials Consortium. The motion was seconded by Commissioner Humphreys.

ITEM NO. 14

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL			X		X			
ELIZONDO, CHARLES					X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE, GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-16-24

RESOLUTION NO. 7-9-24

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE LOCAL WORKFORCE DEVELOPMENT AREA (LWDA) AND THE COUNTY OF HENRY ESTABLISHING A LOCAL ELECTED OFFICIALS CONSORTIUM


WHEREAS, the County of Henry has had an agreement and been a member of the Northwest Tennessee Local Workforce Development Area Consortium; and

WHEREAS, it is desirable that County of Henry continue to support this consortium and be included in a regional workforce development program to avail its citizens of the benefits of the Workforce Innovation and Opportunity Act (WIOA); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of September, 2024, a majority or more of the members concurring, that upon adoption of this Resolution the Henry County Commission grants authority for to the Henry County Mayor to sign the agreement to continue involvement with this entity named above.

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

PASSED 9/16/24



RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 9/16/24



RANDY GEIGER
HENRY COUNTY MAYOR

**NORTHWEST TN LOCAL ELECTED OFFICIALS CONSORTIUM
INTERLOCAL AGREEMENT**

**Local Workforce Development Area for
Benton, Carroll, Crockett, Dyer, Gibson, Henry, Lake, Obion, and Weakley Counties**

Purpose of the Interlocal Agreement:

As noted in Sec. 107(c)(1)(B)(i) of the Federal Public Law 113-128, the Workforce Innovation and Opportunity Act, and in Final Rule 680.100(b), when a Local Workforce Development Area (LWDA) includes more than one unit of government, the Local Elected Officials, hereby known as LEOs, of each unit shall execute a written agreement that specifies the respective roles and liability of the individual LEO. This Local Elected Officials Consortium Agreement, hereby known as the "Agreement" is entered into by and between the LEOs of the following counties in Tennessee: Benton County, Carroll County, Crockett County, Dyer County, Gibson County, Henry County, Lake County, Obion County, and Weakley County, political subdivisions of the State of Tennessee; pursuant to Title I of Public Law 113-128 (Workforce Innovation and Opportunity Act enacted July 22, 2014) which amends the Title I of Public Law 105-220 (Workforce Investment Act of 1998). The term of this agreement cannot exceed two (2) years, with this agreement beginning July 1, 2023 and ending June 30, 2025.

Whereas, Federal Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA) Title I enacted by the Congress of the United States and signed into Law by the President of the United States has prescribed a unified workforce development system that will in accordance with Sec. 2 (6) for purposes of subtitle A and B of Title I, to provide workforce investment activities that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers and enhance the productivity and competitiveness of the Nation; and,

Whereas, in accordance with WIOA Sec.106(b)(2) the Governor shall approve a request for initial designation as a Local Workforce Development Area for any area that was designated as a local area for purposes of the Workforce Investment Act of 1998 who performed successfully and sustained fiscal integrity for the 2-year period preceding the date of enactment of this Act. Further, to promote the effective delivery of workforce investment activities, Sec.107(c)(2)(B)(i) provides that the LEOs of general local governments may execute an Agreement that specifies the respective roles of the local elected officials; and,

Whereas, the county legislative body of each of the parties to this Agreement desires that its county be included in a regional workforce development program to avail its citizens of the benefits of WIOA; and,

Whereas, as of the effective date, the Governor has designated the parties to this Agreement as a Local Workforce Development Area (LWDA) for the purpose of the Workforce Innovation and Opportunity Act; and,

Whereas, the parties to this Agreement are fiscally liable for the expenditures of WIOA grant funds as noted in WIOA Sec. 107(d)(12)(B)(i)(I); and,

Whereas, the local elected officials, within the meaning of the Workforce Innovation and Opportunity Act, are the County Mayors of each county referenced above; and,

Whereas, WIOA requires the establishment of a Local Workforce Development Board (LWDB) to provide policy guidance for, and exercise oversight with respect to, activities under the workforce development program for its workforce development region in partnership with the general local governments within its LWDA; and,

Whereas, it is the responsibility of the Chief Local Elected Official in the LWDA to appoint members of the Local Workforce Development Board from the individuals nominated or recommended to be such members in accordance

with the WIOA Sec. 107, subsection (b) and through an Agreement entered into by the County Mayor of each county; and,

Whereas, it is the responsibility of the Local Workforce Development Board, in accordance with an agreement with the Local Elected Official of each county in the Local Workforce Development Area, to determine procedures and policies so as to develop a WIOA local plan, and, if determined by the State in accordance with Sec. 106 (a)(1), the local area is part of a planning region that includes other local areas, the local board shall collaborate with the other local boards and local elected officials from such other local areas in the preparation and submission of a regional plan as described in Sec. 106 (c)(2); and,

Whereas, it is the responsibility of such officials under this title to carry out any other responsibilities under this title including, but not limited to additional functions described in Sec.107(d) including workforce research and regional labor market information; convening, brokering, leveraging; employer engagement; career pathways development; proven and promising practices; technology; program oversight; negotiation of local performance accountability measures; selection of operators and providers; coordination with education providers; budget and administration; and accessibility for individuals with disabilities.

Now, therefore, the parties agree as follows:

1. Establishment of the Local Northwest Tennessee Local Elected Officials Consortium (NWTN LEO)
This multi-jurisdictional arrangement (hereinafter called the "NWTN LEO Consortium") among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this agreement under the WIOA. The NWTN LEO Consortium shall consist of the County Mayor or their successors from the nine (9) member counties, each voting as an individual entity.
2. Identification of Parties to this Agreement
Each of the parties to this Agreement is a county of the State of Tennessee, and as such are general purpose political subdivisions of the State of Tennessee which have the power to levy taxes and spend funds, as well as general corporate and police powers. The governing body of each of the parties to this Agreement is its County Legislative Body and each party is identified as follows:
 - County Legislative Body Benton County, Tennessee
 - County Legislative Body Carroll County, Tennessee
 - County Legislative Body Crockett County, Tennessee
 - County Legislative Body Dyer County, Tennessee
 - County Legislative Body Gibson County, Tennessee
 - County Legislative Body Henry County, Tennessee
 - County Legislative Body Lake County, Tennessee
 - County Legislative Body Obion County, Tennessee
 - County Legislative Body Weakley County, Tennessee
3. Geographical Area to be Served by this Agreement
The geographical area which will be served by this Agreement are the entire geographical areas of each of the nine (9) member counties.
4. Local Workforce Development Area Designation
Pursuant to the designation by the Governor, the nine (9) counties constituting the NWTN LEO Consortium shall be a Local Workforce Development Area (LWDA) as provided for in Section 106 of Title I of the WIOA for the geographical area covered by this Agreement.

5. Size of the Population to be Served

The population of the nine (9) county area to be served by this Agreement is 248,338 based upon 2020 US Census Bureau American Community survey.

6. Designation of Single Grant Recipient and Chief Local Elected Official

The parties to this Agreement agree that a Chief Local Elected Official shall be selected to serve as Chairperson by the body of LEOs and shall serve as the Grant Recipient, acting on behalf of the other LEOs to execute any documents as may be reasonably necessary to implement the provisions of the WIOA, including signing contracts related to the expenditure of WIOA funds. A Vice-Chairperson may be selected by the body of LEOs and may be authorized to act on behalf of the Chairperson with the Chairperson's written authority to do so.

- *Appointment process and term of the Chief Local Elected Official*

The Chief Local Elected Official, elected as Chairperson, and the Vice-Chairperson, shall serve a term of four (4) years beginning from his/her date of election and can succeed him- or herself at the agreement of the other LEOs or until the CLEO properly notifies the body of LEOs of the intent to no longer serve. A new Chairperson will be selected by a majority vote of the body of LEOs.

- *Removal process of officers*

The LEOs of this Agreement, may by a two-thirds 2/3 or 66% majority vote at a meeting, at which a quorum is present, remove any officer when, in its judgment, the best interest of the LWDA will be served thereby or when the officer is believed to not be performing his/her function, including compliance with conflict of interest requirements and attendance expectations. Intent to recall or remove an officer must be stated in the call of the meeting with notice provided to the officer to be removed and all other voting members at least five (5) days prior to the meeting. The State Workforce Development Board must be notified immediately of a change in the CLEO role.

- *Designation of the CLEO to serve as the signatory authority for the LEO*

The CLEO shall be empowered to sign all legal and non-legal documents on behalf of the LEOs, as designated signatory authority. The CLEO may delegate signatory authority to the VCLEO for when necessary, or for convenience.

- *Decisions that may be made by the CLEO on behalf of the LEOs*

The CLEO shall in general be primarily responsible for the management of the programmatic and administrative affairs of the LEOs and for implementing the policies and directives of the LEOs; shall preside at all meetings of the LEOs; and have authority to sign contracts, proposals, plans, or other instruments which may be reasonably necessary to implement the provisions of WIOA, except in cases where the signing and execution thereof shall be expressly delegated or required by law to be otherwise signed or executed. The CLEO and VCLEO will serve as members of the Executive Committee and Board of Directors of the Northwest TN Workforce Board, representing the interest of the LEOs and making decisions on behalf LEOs as relates to and in conjunction with the local workforce development area and the Northwest TN Workforce Board.

- *The name, title, and contact information of the appointed CLEO*

The following were elected June 4, 2024

Chief Local Elected Official:

Mark Ward, Mayor of Benton County

1 Court Square, Room 102, Camden, TN 38320

(731) 584-6011

Mark.Ward@bentoncountyttn.org

Vice Chief Local Elected Official:

Steve Carr, Mayor of Obion County
P.O. Box 236 Union City, TN 38261
(731) 885-9611
mayor@obioncountyttn.gov

- *Election of a New County Mayor:* Within thirty (30) business days of the election of a new CLEO or LEO, either participating as a signatory on the Agreement or as a participating LEO, the LWDB must inform the new LEO of the responsibilities and liabilities, as well as the need to review and update any written agreements among the LEOs. Once the newly elected LEO has had an opportunity to review the Interlocal Agreement, the LEO shall submit an addendum acknowledging that he or she has read, understands, and will comply with this LEO Agreement, and reserves the option to request negotiations to amend the LEO Agreement at any time during the official's tenure as a LEO. Newly elected LEO/CLEO will be included as Appendix B, if applicable.

This agreement will be reviewed within ninety (90) days of a county mayor election to determine if updates are required.

7. Designation of Fiscal Agent/Grant Sub-recipient

In accordance with WIOA Sec. 107(d)(12)(B)(i)(II), the CLEO may designate an entity to serve as local fiscal agent. Such designation does not relieve the CLEO of the liability for any misuse of grant funds as apportioned in this Agreement. The parties to this Agreement have agreed Workforce Innovations, Inc. shall serve as Fiscal Agent for the Northwest TN Local Workforce Development Area. The name, representation, contact information and signature of the Fiscal Agent is included as Appendix A.

Workforce Innovations, Inc., as fiscal agent, shall also serve as Grant Sub-recipient for the Northwest TN Local Workforce Development Area. WIOA funds will flow directly from the State of Tennessee to the Workforce Innovations, Inc., as the Grant Sub-recipient.

In general, Workforce Innovations, Inc., as the Fiscal Agent for the Consortium of Local Elected Officials will be responsible for the following functions:

- Receive funds to expend or disburse for the purposes authorized by WIOA
- Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations and State policies
- Respond to audit financial findings
- Maintain an appropriate system of internal controls, proper accounting records and adequate documentation
- Prepare financial reports
- Provide technical assistance to sub-recipients regarding fiscal issues
- Procure contracts or obtain written agreements
- Conduct financial monitoring of service providers
- Ensure independent audit of all employment and training programs
- Comply with state and federal reporting requirements and timelines as defined by Tennessee Department of Labor and Workforce Development
- Provide requested documentation to state monitors and external auditors
- Other duties as required by direction of the Chief Local Elected Official or the Northwest TN Workforce Board

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

Commissioner Flowers made a motion to approve Resolution 8-9-24, to authorize the issuance, sale, and payment of Capital Outlay Notes not to exceed \$700,635.00. The motion was seconded by Commissioner Hamilton.

ITEM NO. 15

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
FLOWERS, DAVID			X		X			
HAMILTON, MISSY				X	X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE, GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-16-24

RESOLUTION NO. 8-9-24

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO AUTHORIZE THE ISSUANCE, SALE,
AND PAYMENT OF CAPITAL OUTLAY NOTES NOT TO
EXCEED \$700,635**

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 2024-2025 Fiscal Year (See Attachment A).

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;

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 seven-hundred thousand and six hundred thirty five dollars (\$700,635) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "2025 Capital Outlay Notes, Series 2025a", 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 8.5 percent (8.5%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than one (1) year after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least See Attachment year. The existing balance of said note will be retired prior to the end of the 2024-2025 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 one (1) year from the issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as 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 16th day of September, 2024.

PASSED 9/16/24



RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 9/16/24



RANDY GEIGER
HENRY COUNTY MAYOR

ATTACHMENT "A"
CAPITAL PROJECTS

<u>General Admin</u>		<u>Estimated Life</u>
Airport	\$ 25,000	5 yrs.
Building Improvements	\$479,000	Various
Motor Vehicles	\$171,228	5 yrs.
Other Capital Outlay	\$ 25,407	5 yrs.
Total	\$700,635	

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

Commissioner Starks made a motion and Commissioner Webb seconded the motion to approve Resolution 9-9-24, to authorize/accept conveyance of land from the Henry County Hospital District and enter into Associated Interlocal Agreement.

ITEM NO. 16

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE, GATLIN					X			
STARKS, MONTE			X		X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID				X	X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-16-24

RESOLUTION NO. 9-9-24

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO AUTHORIZE/ACCEPT CONVEYANCE OF LAND FROM THE HENRY COUNTY HOSPITAL DISTRICT AND ENTER INTO ASSOCIATED INTERLOCAL AGREEMENT

WHEREAS, the Henry County Hospital District d/b/a Henry County Medical Center (“HCMC”) has offered to convey certain land known as Lot No. 9 of Van Dyck Subdivision, Section III as shown on plat of record in Plat Cabinet B, Slide 98, in the Register’s Office of Henry County, Tennessee (the “Land”) to the Government of Henry County, Tennessee (“Henry County”) for purposes of construction of a County Health Department or Emergency Medical Services facility; and

WHEREAS, the Henry County Board of Commissioners (the “Commission”) has determined it to be in the best interest of the citizens and residents of Henry County, Tennessee, to authorize and accept this conveyance of the Land; and

WHEREAS, HCMC and Henry County agree that the construction of such County Health Department or Emergency Medical Services facility on the Land shall be completed prior to October 1, 2029 (and any extension which may be mutually agreed on) and if the Land is not used for such purpose within such time frame to convey it back to HCMC;

NOW, THEREFORE, be it resolved by the Commission meeting in its regular session on September 16, 2024, a majority of Commissioners concurring, as follows:

RESOLVED that the Henry County Mayor is authorized and directed to execute the Warranty Deed attached as *Exhibit A* on behalf of Henry County for the purposes therein contained, provided that said instrument is also entered into by HCMC; and

RESOLVED that the Henry County Mayor is authorized and directed to execute the Interlocal attached as *Exhibit B* on behalf of Henry County for the purposes therein contained, provided that said instrument is also entered into by the other parties to it; and

RESOLVED that the Health Department to be constructed by Henry County shall be located on the Land; and

BE IT FINALLY RESOLVED that a true copy of this resolution be spread upon the minutes of the Commission.

PASSED 9/16/24




RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 9/16/24



RANDY GEIGER
HENRY COUNTY MAYOR

Exhibit A

THIS INSTRUMENT PREPARED BY:

GREER, GREER & WHITFIELD, ATTORNEYS, PLLC

P. O. BOX 385, PARIS, TENNESSEE 38242

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **HENRY COUNTY GENERAL HOSPITAL DISTRICT DOING BUSINESS AS HENRY COUNTY MEDICAL CENTER** has bargained and sold and by these presents does hereby transfer and convey to the **GOVERNMENT OF HENRY COUNTY, TENNESSEE**, its successors and assigns, certain real estate located in the First (1st) Civil District of Henry County, Tennessee. The consideration for this transfer is ZERO AND NO/100 (\$0.00) DOLLARS, the receipt of which is hereby acknowledged. The land is assessed at **Map 106, Parcel 28 (portion)**, and described as follows:

Lot No. 9 of Van Dyck Subdivision, Section III as shown on plat of record in Plat Cabinet B, Slide 98, in the Register's Office of Henry County, Tennessee. The land is more particularly described on ***Exhibit A***.

This being a portion of the same real estate conveyed to Henry County General Hospital District, doing business as Henry County Medical Center by General Warranty Deed of OND Partnership, a Tennessee General Partnership, dated July 3, 2002, of record in Record Book 79, page 391, in the Register's Office of Henry County, Tennessee.

Subject to any roadways or public utility easements.

Subject to a Sewer Easement granted to the City of Paris of record in Deed Book 59, Page 361, and shown on Plat for Van Dyck Subdivision ROHCT. Subject to setback lines according to Plat of Van Dyck Subdivision of record in Plat Cabinet B, Slide 98, ROHCT.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS, WHICH RESTRICTIONS SHALL BE COVENANTS RUNNING WITH THE LAND:

That the premises hereby conveyed shall never be used, directly or indirectly, for the provision of ophthalmic services, optometric services, the sale or supplies related to ophthalmic care of optometric care, or in any other manner related to the practice of ophthalmic medicine or optometric medicine.

That the premises hereby conveyed shall only be used exclusively by Henry County, Tennessee for the purpose of constructing and operating a County Health Department or an EMS operation; provided that this restriction expires October 1, 2049.

This document was prepared without the benefit of an updated survey and the preparer makes no certification as to the accuracy of the boundaries or amount of acreage.

TO HAVE AND TO HOLD the aforesaid real estate unto the said Grantee, its successors and assigns, forever.

The Grantor covenants with the said Grantee that it is lawfully seized and possessed of said land in fee simple and have a good right to convey it and the same is unencumbered.

The Grantor further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said real estate to the Grantee herein against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized member this _____ day of _____, 2024.

**HENRY COUNTY GENERAL HOSPITAL DISTRICT
d/b/a HENRY COUNTY MEDICAL CENTER**

BY:

JOHN TUCKER, CEO

BY:

BRUCE REED, CHAIR, BOARD OF TRUSTEES

The Henry County Mayor joins in this conveyance for purposes of approving and accepting it as authorized by resolution of the Henry County, Commission.

HENRY COUNTY, TENNESSEE

BY:

RANDY GEIGER, HENRY COUNTY MAYOR

STATE OF TENNESSEE

COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared JOHN TUCKER with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Chief Executive Officer** (or other officer authorized to execute the instrument) of the HENRY COUNTY GENERAL HOSPITAL DISTRICT d/b/a HENRY COUNTY MEDICAL CENTER, the within bargainer, a public hospital district organized under the laws of the State of Tennessee, and that he as such **Chief Executive Officer**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the hospital district by himself as **Chief Executive Officer**.

WITNESS my hand and official seal of office this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared BRUCE REED with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Chairman of the Board of Trustees** (or other officer authorized to execute the instrument) of the HENRY COUNTY GENERAL HOSPITAL DISTRICT d/b/a HENRY COUNTY MEDICAL CENTER, the within bargainer, a public hospital district organized under the laws of the State of Tennessee, and that he as such **Chairman of the Board of Trustees**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the hospital district by himself as **Chairman of the Board of Trustees**.

WITNESS my hand and official seal of office this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared RANDY GEIGER with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **County Mayor** (or other officer authorized to execute the instrument) of the Government of HENRY COUNTY, TENNESSEE, the within bargainer, a county government organized under the laws of the State of Tennessee, and that he as such **County Mayor**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the county government by himself as **County Mayor**.

WITNESS my hand and official seal of office this _____ day of _____, 2024.

Notary Public (or County Clerk)

My Commission Expires: _____

(Tax exempt pursuant to Tenn. Code Ann. § 67-4-409(f)(1). No affidavit of consideration required.)

Name/Address of Owner:

Henry County Government, c/o Henry County Mayor, 101 W. Washington St, Paris, TN 38242

Exhibit A Legal Description

BOUNDARY SURVEY FOR: HENRY COUNTY MEDICAL CENTER

KELLEY DRIVE

FIRST CIVIL DISTRICT
HENRY COUNTY, TENNESSEE

TAX MAP 106, PARCEL 028.00

REFERENCE: RECORD BOOK 79, PAGE 391
LOT 9 IN VAN DYCK SUBDIVISION, SECTION III OF PLAT CABINET B,
SLIDE 98
AREA = +/- 1.305 ACRES

NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS,
COVENANTS, OR RESTRICTIONS, EITHER WRITTEN OR UNWRITTEN.

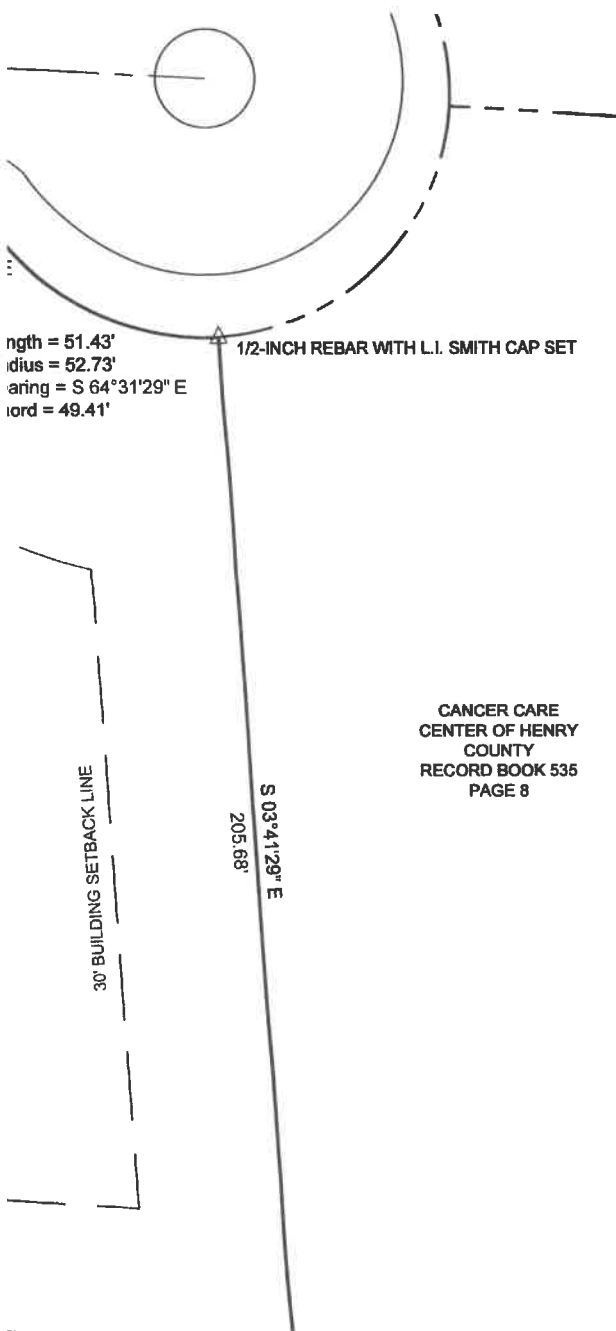
SURVEY FIELD WORK WAS COMPLETED ON 08/12/2024

Location of found perimeter monuments of this boundary survey were performed using GPS and conventional survey equipment:

GPS Equipment used: Spectra Precision SP60 GNSS receivers using Real Time Kinematic (RTK) methods relative to an TDOT base reference receiver.

Locations generated using Real Time Kinematic (RTK) vectors had an Root Mean Square (RMS) of no more than 0.04' horizontal.

Distances shown hereon are ground distances.



I, THOMAS A. YOUNG, TN RLS # 2265, HEREBY CERTIFY THAT:

- (1) THIS PLAT ACCURATELY REPRESENTS MONUMENTATION AND GROUND EVIDENCE OBSERVED DURING THE PROCESS OF THIS SURVEY. THIS SURVEY WAS PERFORMED USING THE LATEST RECORDED DEEDS AND OTHER DOCUMENTATION FOUND BY THIS OFFICE.
- (2) THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE WERE NO VISIBLE DISCREPANCIES, OVERLAPPING IMPROVEMENTS, OR ROADWAYS OBSERVED, EXCEPT AS SHOWN HEREON. RECORDED EASEMENTS SHOWN ON THIS PLAT WERE DISCOVERED DURING THE ORDINARY RESEARCH PROCESS. THIS PROPERTY HAS FRONTAGE ON A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.
- (3) THE GLOBAL NAVIGATION SATELLITE SYSTEMS (GNSS) PORTION OF THIS SURVEY WAS PERFORMED TO THE FEDERAL GEODETIC CONTROL COMMITTEE, GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS (95% CONFIDENCE).
- (4) THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE CLOSED TRAVERSE IS IN EXCESS OF 1:10,000 USING TOTAL STATION SURVEY EQUIPMENT BY THE METHOD OF RANDOM TRAVERSE. THIS SURVEY WAS PERFORMED IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
- (5) THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS CORRECT TO MY KNOWLEDGE, EXPERTISE, AND BELIEF.

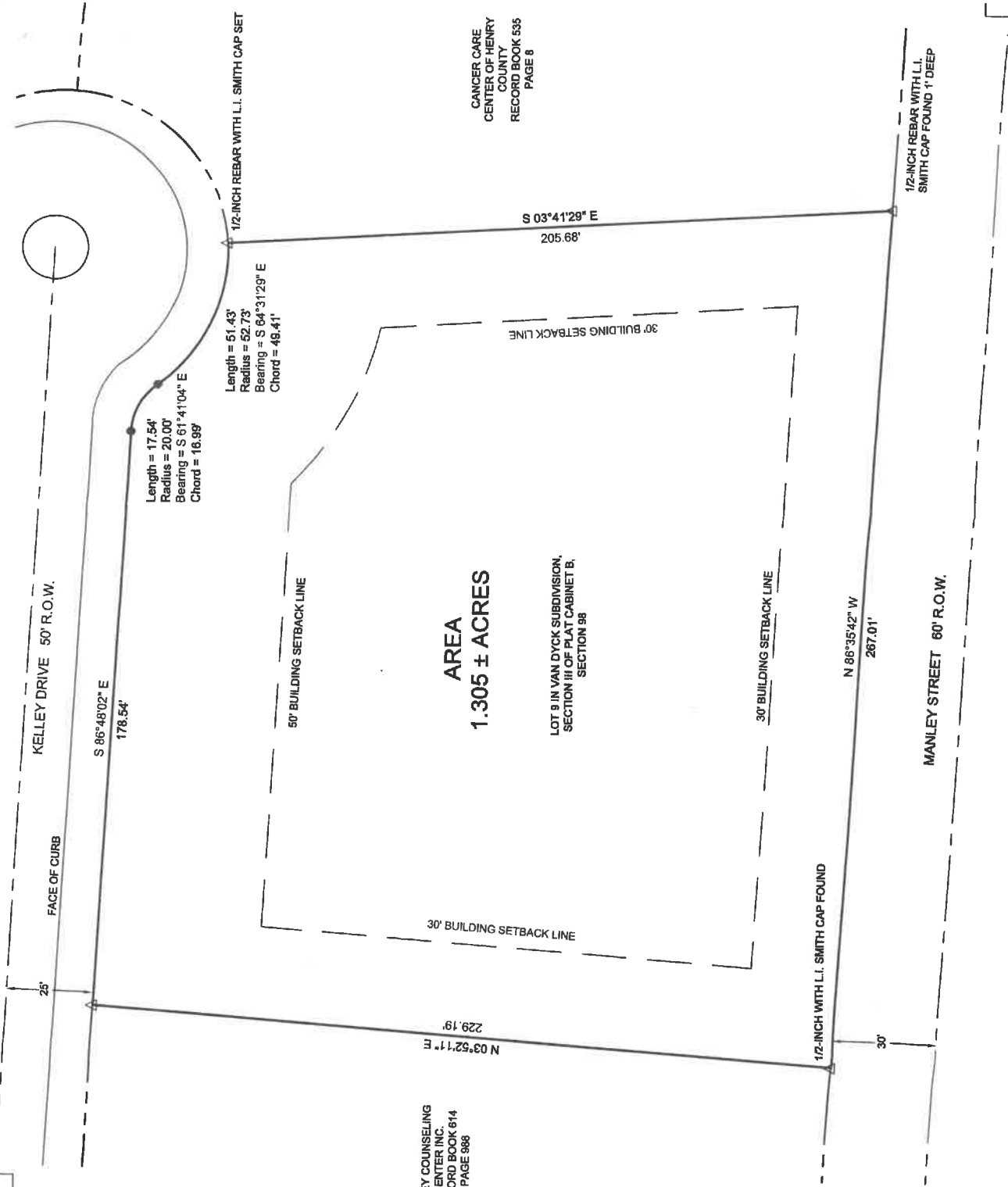


PARIS
ELEMENTARY
SCHOOL

VICINITY MAP - NOT TO SCALE

LEGEND

- — — — — PROPERTY LINE
- - - - - PROPERTY ADJOINER LINE
- - - - - CENTERLINE OF ROAD
- - - - - ROAD CURB
- - - - - SETBACK LINE
- UNMARKED POINT
- △ 1/2-INCH REBAR FOUND



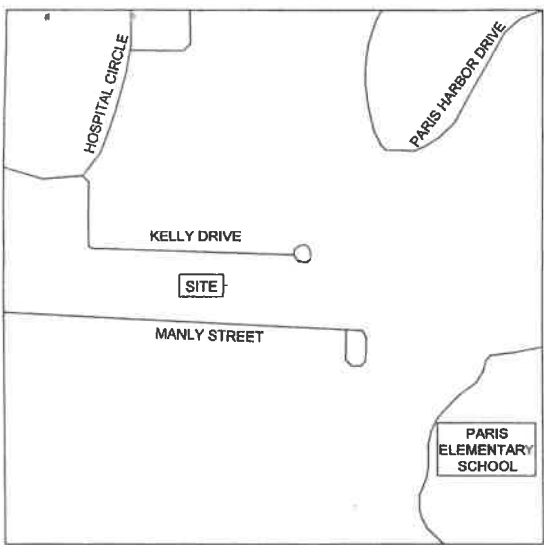
CAREY COUNSELING
CENTER INC.
RECORD BOOK 614
PAGE 988

CANCER CARE
CENTER OF HENRY
COUNTY
RECORD BOOK 535
PAGE 8

LOT 9 IN VAN DYCK SUBDIVISION,
SECTION III OF PLAT "CABINET B",
SECTION 98








AREA
1.305 ± ACRES





VICINITY MAP - NOT TO SCALE

LEGEND

	PROPERTY LINE
	PROPERTY ADJOINER LINE
	CENTERLINE OF ROAD
	ROAD CURB
	SETBACK LINE
	UNMARKED POINT
	1/2-INCH REBAR FOUND

CAREY
OF
RECC
I



TENNESSEE STATE PLANE
COORDINATE SYSTEM - NAD 1983



Exhibit B

INTERLOCAL AGREEMENT BETWEEN HENRY COUNTY GOVERNMENT, HENRY COUNTY HOSPITAL DISTRICT, AND WEST TENNESSEE HEALTHCARE HENRY COUNTY RE LOT NO. 9 OF VAN DYCK SUBDIVISION, SECTION III

WHEREAS, the Henry County Hospital District d/b/a Henry County Medical Center (“HCMC”) has agreed to convey certain land known as Lot No. 9 of Van Dyck Subdivision, Section III as shown on plat of record in Plat Cabinet B, Slide 98, in the Register’s Office of Henry County, Tennessee (the “Land”) to the Government of Henry County, Tennessee (“Henry County”) for purposes of construction of a County Health Department or Emergency Medical Services facility; and

WHEREAS, Henry County has agreed that the construction of such County Health Department or Emergency Medical Services facility on the Land shall be completed prior to October 1, 2029 (and any extension which may be mutually agreed on) and if the Land is not used for such purpose within such time frame to convey it back to HCMC; and

WHEREAS, HCMC and West Tennessee Healthcare Henry County (“WTHHC”) entered into an Operations Transfer Agreement dated July 31, 2024 (“OTA”), which contemplates HCMC’s transfer of hospital and healthcare operations to WTHHC and HCMC’s lease of real property to WTHHC effective October 1, 2024; and

WHEREAS, pursuant to a Lease Agreement (“Lease”) to be entered into effective October 1, 2024 between WTHHC and HCMC, as required by the OTA, the Land is subject to certain rights and restrictions; and

WHEREAS, the parties as governmental entities organized under the laws of the State of Tennessee are authorized to enter into interlocal agreements.

NOW, THEREFORE, the parties agree as follows:

1. HCMC will convey the Land to Henry County by general warranty deed that includes the restrictions on use agreed to in the Lease, specifically that the Land shall only be used exclusively by Henry County for the purpose of constructing and operating a County Health Department or an EMS operation with such restriction to expire October 1, 2049.
2. Henry County will construct a County Health Department or Emergency Medical Services facility or facilities on the Land with construction to be completed and a Certificate of Occupancy issued prior to October 1, 2029. Henry County shall solely own the Land and improvements constructed thereon to the exclusion of HCMC.
3. Henry County and HCMC may (but are not required to) enter into extension agreement(s) to allow for up to one additional year to complete construction of said facility if construction was commenced prior to but not completed by October 1, 2029.
4. If Henry County fails to complete construction of said facility and receive a Certificate of Occupancy by said deadline (and any mutually agreed upon extensions), Henry County shall convey the Land back to HCMC by general warranty deed, and the Land will become part of the leased property under the Parcel Reversion provision of the Lease. The parties agree that the restriction referenced in #1 above will not be applicable if the Land is reconveyed to HCMC and becomes a part of the Leased Property under the Lease.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of HCMC and Henry County execute this agreement on this the 16th day of September, 2024.

**\HENRY COUNTY GENERAL HOSPITAL DISTRICT
d/b/a HENRY COUNTY MEDICAL CENTER
BY:**

BY:

JOHN TUCKER, CEO

BRUCE REED, CHAIR, BOARD OF TRUSTEES

**HENRY COUNTY, TENNESSEE
BY:**

RANDY GEIGER, HENRY COUNTY MAYOR

RECEIVED

SEP 30 2024

TIME 1:12 pm

Pam Martin, Register
Henry County
Rec #: 149861 Instrument #: 178468
Rec'd: 25.00 Recorded
State: 0.00 9/30/2024 at 1:12 PM
Clerk: 0.00 in Record Book
Other: 2.00 651
Total: 27.00 PGS 567-571

THIS INSTRUMENT PREPARED BY:
GREER, GREER & WHITFIELD, ATTORNEYS, PLLC
P. O. BOX 385, PARIS, TENNESSEE 38242

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **HENRY COUNTY GENERAL HOSPITAL DISTRICT DOING BUISNESS AS HENRY COUNTY MEDICAL CENTER** has bargained and sold and by these presents does hereby transfer and convey to the **GOVERNMENT OF HENRY COUNTY, TENNESSEE**, its successors and assigns, certain real estate located in the First (1st) Civil District of Henry County, Tennessee. The consideration for this transfer is ZERO AND NO/100 (\$0.00) DOLLARS, the receipt of which is hereby acknowledged. The land is assessed at **Map 106, Parcel 28 (portion)**, and described as follows:

Lot No. 9 of Van Dyck Subdivision, Section III as shown on plat of record in Plat Cabinet B, Slide 98, in the Register's Office of Henry County, Tennessee. The land is more particularly described on **Exhibit A**.

This being a portion of the same real estate conveyed to Henry County General Hospital District, doing business as Henry County Medical Center by General Warranty Deed of OND Partnership, a Tennessee General Partnership, dated July 3, 2002, of record in Record Book 79, page 391, in the Register's Office of Henry County, Tennessee.

Subject to any roadways or public utility easements.

Subject to a Sewer Easement granted to the City of Paris of record in Deed Book 59, Page 361, and shown on Plat for Van Dyck Subdivision ROHCT. Subject to setback lines according to Plat of Van Dyck Subdivision of record in Plat Cabinet B, Slide 98, ROHCT.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS, WHICH RESTRICTIONS SHALL BE COVENANTS RUNNING WITH THE LAND:

That the premises hereby conveyed shall never be used, directly or indirectly, for the provision of ophthalmic services, optometric services, the sale or supplies related to ophthalmic care of optometric care, or in any other manner related to the practice of ophthalmic medicine or optometric medicine.

That the premises hereby conveyed shall only be used exclusively by Henry County, Tennessee for the purpose of constructing and operating a County Health Department or an EMS operation; provided that this restriction expires October 1, 2049.

This document was prepared without the benefit of an updated survey and the preparer makes no certification as to the accuracy of the boundaries or amount of acreage.

TO HAVE AND TO HOLD the aforesaid real estate unto the said Grantee, its successors and assigns, forever.

The Grantor covenants with the said Grantee that it is lawfully seized and possessed of said land in fee simple and have a good right to convey it and the same is unencumbered.

The Grantor further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said real estate to the Grantee herein against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized member this 21st day of September, 2024.

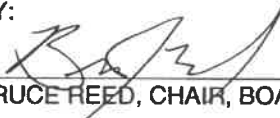
**HENRY COUNTY GENERAL HOSPITAL DISTRICT
d/b/a HENRY COUNTY MEDICAL CENTER**

BY:



JOHN TUCKER, CEO

BY:



BRUCE REED, CHAIR, BOARD OF TRUSTEES

The Henry County Mayor joins in this conveyance for purposes of approving and accepting it as authorized by resolution of the Henry County, Commission.

HENRY COUNTY, TENNESSEE

BY:



RANDY GEIGER, HENRY COUNTY MAYOR

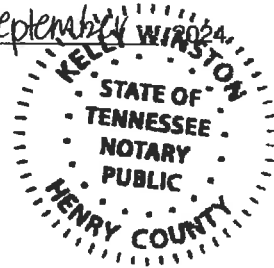
STATE OF TENNESSEE
COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared JOHN TUCKER with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Chief Executive Officer** (or other officer authorized to execute the instrument) of the HENRY COUNTY GENERAL HOSPITAL DISTRICT d/b/a HENRY COUNTY MEDICAL CENTER, the within bargainer, a public hospital district organized under the laws of the State of Tennessee, and that he as such **Chief Executive Officer**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the hospital district by himself as **Chief Executive Officer**.

WITNESS my hand and official seal of office this 26th day of September, 2024.

Kelly Winston
Notary Public

My Commission Expires: June 23 2027



STATE OF TENNESSEE
COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared BRUCE REED with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Chairman of the Board of Trustees** (or other officer authorized to execute the instrument) of the HENRY COUNTY GENERAL HOSPITAL DISTRICT d/b/a HENRY COUNTY MEDICAL CENTER, the within bargainer, a public hospital district organized under the laws of the State of Tennessee, and that he as such **Chairman of the Board of Trustees**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the hospital district by himself as **Chairman of the Board of Trustees**.

WITNESS my hand and official seal of office this 26th day of September, 2024.

Kelly Winston
Notary Public

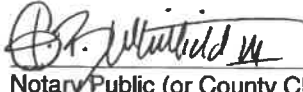
My Commission Expires: June 23 2027



STATE OF TENNESSEE
COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared RANDY GEIGER with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **County Mayor** (or other officer authorized to execute the instrument) of the Government of HENRY COUNTY, TENNESSEE, the within bargainer, a county government organized under the laws of the State of Tennessee, and that he as such **County Mayor**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the county government by himself as **County Mayor**.

WITNESS my hand and official seal of office this 27 day of Sep., 2024.


Notary Public (or County Clerk)



My Commission Expires: 5/18/2027

(Tax exempt pursuant to Tenn. Code Ann. § 67-4-409(f)(1). No affidavit of consideration required.)

Name/Address of Owner:
Henry County Government, c/o Henry County Mayor, 101 W. Washington St, Paris, TN 38242

Being the following described real estate, situated in the FIRST CIVIL DISTRICT of Henry County, Tennessee, being that property which was conveyed to Henry County General Hospital District, by deed of record in Record Book 79, Page 391, in the Register's Office of Henry County, Tennessee, and being more particularly described as follows:

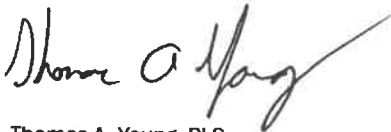
BEGINNING at a 1/2-inch rebar in the south right-of-way of Kelley Drive, 25 feet from the center, being the northeast corner of Carey Counseling Center Inc. Record Book 614, Page 988; thence with the right-of-way of Kelley Drive as follows:

South 86 Degrees 48 Minutes 02 Seconds East, 178.54 feet;

Along a curve turning to the right 17.54 feet, having a radius of 20.00 feet, and being subtended by a chord bearing and distance of South 61 Degrees 41 Minutes 04 Seconds East, 16.99 feet;

Along a curve turning to the left 51.43 feet, having a radius of 52.73 feet, and being subtended by a chord bearing and distance of South 64 Degrees 31 Minutes 29 Seconds East, 49.41 feet to a 1/2-inch rebar with L.I. Smith cap set at the northwest corner of Cancer Care Center of Henry County, Record Book 535, Page 8; thence with Cancer Care Center of Henry County South 03 Degrees 41 Minutes 29 Seconds East, 205.68 feet to a 1/2-inch rebar with L.I. Smith cap found 1 foot deep at the right-of-way of Manley Street, 30 feet from the center; thence with the right-of-way of Manley Street North 86 Degrees 35 Minutes 42 Seconds West, 267.01 feet to a 1/2-inch rebar with L.I. Smith cap found at the southeast corner of Carey Counseling Center Inc., Record Book 614, Page 988; thence with Carey Counseling Center Inc., North 03 Degrees 52 Minutes 11 Seconds East, 229.19 feet to the Point of Beginning, and containing 1.305 acres, more or less, as surveyed by Thomas A. Young, Tennessee Registered Land Surveyor Number 2265, of L.I. Smith & Associates, 302 North Caldwell Street, Paris, TN 38242, on August 12, 2024. Bearings are based upon Tennessee State Plane Coordinate System, NAD 83.

September 20, 2024



Thomas A. Young, PLS
State License Number 2265

File: 106-028.00 / 240575



Ex. A

RECEIVED

SEP 30 2024

Fam Martin, Register
Henry County
Rec #: 149861 Instrument #: 179468
Rec'd: 25.00 Recorded
State: 0.00 9/30/2024 at 1:12 PM
Clerk: 0.00 in Record Book
Other: 2.00 651
Total: 27.00 PGS 567-571

THIS INSTRUMENT PREPARED BY: TIME 1:12 pm
GREER, GREER & WHITFIELD, ATTORNEYS, PLLC
P. O. BOX 385, PARIS, TENNESSEE 38242

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **HENRY COUNTY GENERAL HOSPITAL DISTRICT DOING BUSINESS AS HENRY COUNTY MEDICAL CENTER** has bargained and sold and by these presents does hereby transfer and convey to the **GOVERNMENT OF HENRY COUNTY, TENNESSEE**, its successors and assigns, certain real estate located in the First (1st) Civil District of Henry County, Tennessee. The consideration for this transfer is ZERO AND NO/100 (\$0.00) DOLLARS, the receipt of which is hereby acknowledged. The land is assessed at **Map 106, Parcel 28 (portion)**, and described as follows:

Lot No. 9 of Van Dyck Subdivision, Section III as shown on plat of record in Plat Cabinet B, Slide 98, in the Register's Office of Henry County, Tennessee. The land is more particularly described on **Exhibit A**.

This being a portion of the same real estate conveyed to Henry County General Hospital District, doing business as Henry County Medical Center by General Warranty Deed of OND Partnership, a Tennessee General Partnership, dated July 3, 2002, of record in Record Book 79, page 391, in the Register's Office of Henry County, Tennessee.

Subject to any roadways or public utility easements.

Subject to a Sewer Easement granted to the City of Paris of record in Deed Book 59, Page 361, and shown on Plat for Van Dyck Subdivision ROHCT. Subject to setback lines according to Plat of Van Dyck Subdivision of record in Plat Cabinet B, Slide 98, ROHCT.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS, WHICH RESTRICTIONS SHALL BE COVENANTS RUNNING WITH THE LAND:

That the premises hereby conveyed shall never be used, directly or indirectly, for the provision of ophthalmic services, optometric services, the sale or supplies related to ophthalmic care of optometric care, or in any other manner related to the practice of ophthalmic medicine or optometric medicine.

That the premises hereby conveyed shall only be used exclusively by Henry County, Tennessee for the purpose of constructing and operating a County Health Department or an EMS operation; provided that this restriction expires October 1, 2049.

This document was prepared without the benefit of an updated survey and the preparer makes no certification as to the accuracy of the boundaries or amount of acreage.

TO HAVE AND TO HOLD the aforesaid real estate unto the said Grantee, its successors and assigns, forever.

The Grantor covenants with the said Grantee that it is lawfully seized and possessed of said land in fee simple and have a good right to convey it and the same is unencumbered.

The Grantor further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said real estate to the Grantee herein against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized member this 21st day of September, 2024.

**HENRY COUNTY GENERAL HOSPITAL DISTRICT
d/b/a HENRY COUNTY MEDICAL CENTER**

BY:



JOHN TUCKER, CEO

BY:



BRUCE REED, CHAIR, BOARD OF TRUSTEES

The Henry County Mayor joins in this conveyance for purposes of approving and accepting it as authorized by resolution of the Henry County, Commission.

HENRY COUNTY, TENNESSEE

BY:



RANDY GEIGER, HENRY COUNTY MAYOR

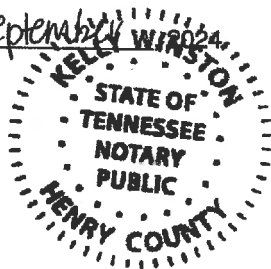
STATE OF TENNESSEE
COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared JOHN TUCKER with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Chief Executive Officer** (or other officer authorized to execute the instrument) of the HENRY COUNTY GENERAL HOSPITAL DISTRICT d/b/a HENRY COUNTY MEDICAL CENTER, the within bargainer, a public hospital district organized under the laws of the State of Tennessee, and that he as such **Chief Executive Officer**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the hospital district by himself as **Chief Executive Officer**.

WITNESS my hand and official seal of office this 26th day of September, 2024.

Kelly Winston
Notary Public

My Commission Expires: June 23 2027



STATE OF TENNESSEE
COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared BRUCE REED with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Chairman of the Board of Trustees** (or other officer authorized to execute the instrument) of the HENRY COUNTY GENERAL HOSPITAL DISTRICT d/b/a HENRY COUNTY MEDICAL CENTER, the within bargainer, a public hospital district organized under the laws of the State of Tennessee, and that he as such **Chairman of the Board of Trustees**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the hospital district by himself as **Chairman of the Board of Trustees**.

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My Commission Expires: June 23 2027



STATE OF TENNESSEE
COUNTY OF HENRY

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WITNESS my hand and official seal of office this 27 day of Sep., 2024.


Notary Public (or County Clerk)



My Commission Expires: 5/18/2027

(Tax exempt pursuant to Tenn. Code Ann. § 67-4-409(f)(1). No affidavit of consideration required.)

Name/Address of Owner:
Henry County Government, c/o Henry County Mayor, 101 W. Washington St, Paris, TN 38242

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September 20, 2024



Thomas A. Young, PLS
State License Number 2265

File: 106-028.00 / 240575



Ex. A

THIS INSTRUMENT PREPARED BY:
GREER, GREER & WHITFIELD, ATTORNEYS, PLLC
P. O. BOX 385, PARIS, TENNESSEE 38242

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **HENRY COUNTY GENERAL HOSPITAL DISTRICT DOING BUSINESS AS HENRY COUNTY MEDICAL CENTER** has bargained and sold and by these presents does hereby transfer and convey to the **GOVERNMENT OF HENRY COUNTY, TENNESSEE**, its successors and assigns, certain real estate located in the First (1st) Civil District of Henry County, Tennessee. The consideration for this transfer is ZERO AND NO/100 (\$0.00) DOLLARS, the receipt of which is hereby acknowledged. The land is assessed at **Map 106, Parcel 28 (portion)**, and described as follows:

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The Grantor further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said real estate to the Grantee herein against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized member this 17th day of September, 2024.

**HENRY COUNTY GENERAL HOSPITAL DISTRICT
d/b/a HENRY COUNTY MEDICAL CENTER**

BY:



JOHN TUCKER, CEO

BY:



BRUCE REED, CHAIR, BOARD OF TRUSTEES

The Henry County Mayor joins in this conveyance for purposes of approving and accepting it as authorized by resolution of the Henry County, Commission.

HENRY COUNTY, TENNESSEE

BY:



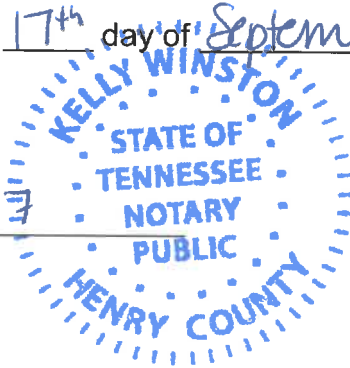
RANDY GEIGER, HENRY COUNTY MAYOR

STATE OF TENNESSEE
COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared JOHN TUCKER with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Chief Executive Officer** (or other officer authorized to execute the instrument) of the HENRY COUNTY GENERAL HOSPITAL DISTRICT d/b/a HENRY COUNTY MEDICAL CENTER, the within bargainer, a public hospital district organized under the laws of the State of Tennessee, and that he as such **Chief Executive Officer**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the hospital district by himself as **Chief Executive Officer**.

WITNESS my hand and official seal of office this 17th day of September, 2024.

Kelly Winston
Notary Public



My Commission Expires: June 23 2027

STATE OF TENNESSEE
COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared BRUCE REED with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Chairman of the Board of Trustees** (or other officer authorized to execute the instrument) of the HENRY COUNTY GENERAL HOSPITAL DISTRICT d/b/a HENRY COUNTY MEDICAL CENTER, the within bargainer, a public hospital district organized under the laws of the State of Tennessee, and that he as such **Chairman of the Board of Trustees**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the hospital district by himself as **Chairman of the Board of Trustees**.

WITNESS my hand and official seal of office this 17th day of September, 2024.

Kelly Winston
Notary Public



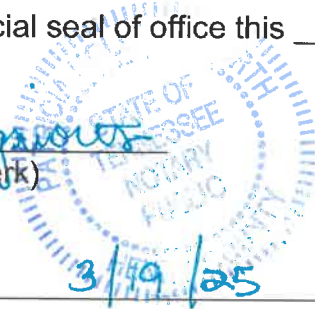
My Commission Expires: June 23 2027

STATE OF TENNESSEE
COUNTY OF HENRY

Before me, a Notary Public, of the State and County of aforesaid, personally appeared RANDY GEIGER with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **County Mayor** (or other officer authorized to execute the instrument) of the Government of HENRY COUNTY, TENNESSEE, the within bargainer, a county government organized under the laws of the State of Tennessee, and that he as such **County Mayor**, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the county government by himself as **County Mayor**.

WITNESS my hand and official seal of office this 17 day of September, 2024.

Patricia G Hollingsworth
Notary Public (or County Clerk)



My Commission Expires: 3/19/25

(Tax exempt pursuant to Tenn. Code Ann. § 67-4-409(f)(1). No affidavit of consideration required.)

Name/Address of Owner:

Henry County Government, c/o Henry County Mayor, 101 W. Washington St, Paris, TN 38242

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

A motion was made by Commissioner Elizondo to approve Resolution 10-9-24, to authorize the sale of certain surplus property through auction or bid. The motion was seconded by Commissioner Humphreys.

ITEM NO. 17

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES			X		X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE, GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-16-24

RESOLUTION NO. 10-9-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENRY COUNTY, TENNESSEE TO AUTHORIZE THE SALE OF CERTAIN SURPLUS PROPERTY THROUGH AUCTION OR BID

WHEREAS, the Henry County Sheriff's Department has declared certain property to be surplus and of no value to the County; and

WHEREAS, the Henry County Sheriff's Department declares all of the property on the attached list to be surplus property; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16th day of September, 2024, a majority or more of the membership concurring, that the attached list of items be declared surplus property and does authorize the sale of such property by auction or by bid.

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

PASSED 9/16/24 
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 9/16/24 
RANDY GEIGER
COUNTY MAYOR

Henry County Sheriff's Surplus Property-2024

SURPLUS

1. 2002 Ford Crown Vic – VIN #2FAFP74W12X102639
2. 2007 Dodge Durango – VIN #1DHB38P77F563913
3. 2006 Ford Crown Vic – VIN #2FAHP71W36118053
4. 2008 Ford Crown Vic – VIN #2FAHP71V28X171661
5. 2011 Ford Crown Vic – VIN #2FABP7BV9BX132108
6. 2009 Ford Crown Vic – VIN #2FAHP71V99X134804
7. 2011 Ford Crown Vic – VIN #2FABP7BV0BX138427
8. 2014 Polaris Ranger – VIN #4XAWH9EA9EB203531
9. 2013 Harley Davidson – VIN #1HD1FMM17DB648084
10. 2013 Harley Davidson – VIN #1HD1FMM16DB654765
11. Set of 4 chrome rims, Helo brand, 18in with BF Goodrich Advantage T/A 245/55/18
12. Roll of 15 ½ gauge barbed wire
13. Duralast brake pads in box DG1904
14. Duralast brake rotor in box 75045DG (4)
15. Duralast brake rotor in box 72112DG (2)
16. Truck bed box, Ultima brand
17. Troy-bilt rear tine tiller 21D-65M1011
18. Snapper rear tine tiller
19. Cub Cadet push mower SC100HW

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

A motion was made by Commissioner Elizondo to adjourn. The motion was seconded by Commissioner Visser.

ITEM NO. 18

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL								
ELIZONDO, CHARLES			X					
FLOWERS, DAVID								
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH								
McELROY, MELISSA								
NEAL, PAUL								
PRIMROSE, GATLIN								
STARKS, MONTE								
TRAVIS, JAY								
VISSER, MARTY				X				
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED

DATE : 9-16-24