

August 2019 Commission Minutes

- Appointments – Res. 1-08-19
 - Budget Changes – Res. 2-8-19, 2a-8-19, and 3-8-19
 - Budget Changes – Res. 2b-8-19
 - Accept two new roads into the county road system – Res. 4-08-19
 - Delinquent tax property sale – Res. 5-08-19
 - Delinquent tax property sale – Res. 6-08-19
 - Suspend the rules to consider Res. 7-08-19
 - Lease agreement with Air Evac EMS, Inc. – Res. 7-08-19
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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 August 19, 2019 at 5:00 p.m. Present and presiding the Honorable Brent Greer, Chairman, Donna Craig, County Clerk and the County Commissioners:

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

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

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

ITEM NO. 4 Roll Call

The following Commissioners were present: Jerry Berry, Wesley Bradley, Dell Carter, Greg Carter, James Copeland, Randy Gean, Kenneth Humphreys, Don Jones, Kreg Kyle, Paul Neal, Monte Starks, James Travis, Marty Visser, David Webb, and Drew Williams.

ITEM NO. 5 Citizen's Forum

NONE AND THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum

- Commissioner Visser spoke about exciting things happening at the Holly Fork Shooting Complex. He informed everyone there will be a trap-shooting competition there on October 19, and urged that everyone invite folks to this event. Visser added, "It will be a great benefit for our county."
- Representative Bruce Griffey presented a State Resolution honoring former Henry County Commissioner Connie McSwain, who died earlier this year. The resolution was presented to Sam Barth, a longtime friend of McSwain's.

THE CHAIR CLOSED THE FORUM

ITEM NO. 7 – Report from the Henry County Sheriff's Department on the Work Release Program.

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

Commissioner Jones presented and made a motion to approve Resolution 1-08-19, to appoint certain citizens and commissioners to various boards, committees, and positions. The motion was seconded by Commissioner Kyle.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY								
BRADLEY, WESLEY								
CARTER, DELL								
CARTER, GREG								
COPELAND, JAMES								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON			X					
KYLE, KREG				X				
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
WILLIAMS, DREW								
TOTAL								

VOICE VOTE CARRIED

DATE : 8-19-19

RESOLUTION NO. 1-08-19

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 19th day of August, 2019, a majority or more of said Commission concurring, that:

SECTION 1: Franky Hosford be and hereby is appointed as a member to the Civil Service Board to fill the three-year term ending June, 2022.

SECTION 2: Susan Pemberton and Stacy Hayes be and hereby appointed as members to the Henry County Library Board to fill three-year terms which expire July 31, 2022.

SECTION 3: Ken Walker be and hereby is appointed as a member to the Paris-Henry County Volunteer Committee to fill the two-year term ending June, 2021.

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

PASSED 8-19-19




BRENT GREER, CHAIRMAN
COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 8-19-19



BRENT GREER
COUNTY MAYOR

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

A motion was made by Commissioner Visser and seconded by Commissioner Bradley to approve the Consent Agenda, which consists of the following: Minutes of the recessed meeting of July 15, 2019 and minutes of the recessed meeting of July 30, 2019, various quarterly reports, Henry County Medical Center statement of cash flow, Trustee's month end report, report of property tax collections to date, report of total revenue collections to date, and the following Notary Public designations: Arlina Minton, Sharon Hale, Sylvia Humphreys, Kathy Pruiett, Andrea B. Davis, Imelda Aguilar, Evelyn Davis, Cindy R. Brown, and Kris Stewart Moore.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY								
BRADLEY, WESLEY				X				
CARTER, DELL								
CARTER, GREG								
COPELAND, JAMES								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG								
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY			X					
WEBB, DAVID								
WILLIAMS, DREW								
TOTAL								

VOICE VOTE CARRIED

DATE : 8-19-19

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

Commissioner Humphreys presented and made a motion to approve Resolutions 2-8-19, 2a-8-19, and 3-8-19, to authorize certain changes in the budget for Fiscal 2019-2020. Commissioner Gean seconded the motion.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY					X			
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
COPELAND, JAMES					X			
GEAN, RANDY				X	X			
HUMPHREYS, KENNETH			X		X			
JONES, DON					X			
KYLE, KREG					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILLIAMS, DREW					X			
TOTAL					15			

MOTION CARRIED

DATE : 8-19-19

RESOLUTION #2-8-19

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL FUND FOR FISCAL 2019-2020

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2019, adopted the budget for the Henry County General Fund for fiscal 2019-2020; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 19th day of August 2019, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

EMERGENCY MANAGEMENT

INCREASE REVENUE ACCOUNT 49200, entitled "Note Proceeds," in the amount of \$425,000.00

INCREASE ACCOUNT 51900-707, entitled "Building Improvements," in the amount of \$75,000.00

INCREASE ACCOUNT 54490-708, entitled "Communication Equipment," in the amount of \$350,000.00

This transfer is to put into the budget the capital outlay note for radio project and remodeling for election department.

DECREASE ACCOUNT 54490-708, entitled "Communication Equipment," in the amount of \$23,141.00

INCREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$23,141.00

This transfer is to correct the amount rebudgeted 6/30/19.

SHERIFF'S OFFICE AND JAIL

INCREASE ACCOUNT 54210-354, entitled "Transportation," in the amount of \$1,480.00

INCREASE REVENUE ACCOUNT 44170, entitled "Miscellaneous Refunds," in the amount of \$1,480.00

Please see memo from Monte Belew regarding this request.

PUBLIC ASSISTANCE PROGRAM

INCREASE ACCOUNT 55190-316-HIST, entitled "Contributions – Historical Society," in the amount of \$5,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$5,000.00

This transfer is to correct amount rebudgeted 6/30/19.

GENERAL WELFARE ASSISTANCE

DECREASE REVENUE ACCOUNT 48610, entitled "Donations – Local Organizations," in the amount of \$12,000.00

DECREASE ACCOUNT 55510-599, entitled "Other Charges," in the amount of \$12,000.00

INCREASE ACCOUNT 55510-599, entitled "Other Charges," in the amount of \$21,815.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$21,815.00

This transfer is to correct amount rebudgeted 6/30/19 for The Shed donations.

OTHER CHARGES

INCREASE ACCOUNT 58400-305, entitled "Audit Services," in the amount of \$323.00

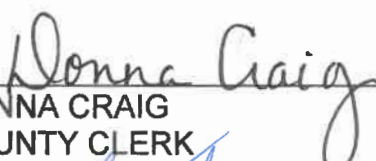
DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$323.00

This transfer is to reflect increase in expense account.


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

PASSED 8-19-19


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 8-19-19


BRENT GREER
COUNTY MAYOR

RESOLUTION #2a-8-19

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL FUND FOR FISCAL 2019-2020

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2019, adopted the budget for the Henry County General Fund for fiscal 2019-2020; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 19th day of August 2019, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

COUNTY MAYOR

INCREASE ACCOUNT 51300-101, entitled "County Official," in the amount of \$104.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$104.00

COUNTY ATTORNEY

INCREASE ACCOUNT 51400-199, entitled "Other Per Diem & Fees," in the amount of \$454.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$454.00

COUNTY CLERK

DECREASE ACCOUNT 52500-106-DP3, entitled "Deputy Clerk," in the amount of \$267.00

INCREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$267.00

GENERAL SESSIONS COURT CLERK

INCREASE ACCOUNT 53300-106-DP4, entitled "Deputy Clerk," in the amount of \$550.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$550.00

CHANCERY COURT CLERK

INCREASE ACCOUNT 53400-106-DP1, entitled "Deputy Clerk," in the amount of \$865.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$865.00

JUVENILE COURT

INCREASE ACCOUNT 53500-130, entitled "Social Worker/Program Director," in the amount of \$43,000.00

DECREASE ACCOUNT 53500-111-001, entitled "Probation Officer," in the amount of \$27,919.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$15,081.00

SHERIFF'S OFFICE AND JAIL

INCREASE ACCOUNT 54110-101, entitled "Official's Salary," in the amount of \$99.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$99.00

These transfers are to correct budgeted salaries for FY 2019-2020.

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

PASSED 8-19-19

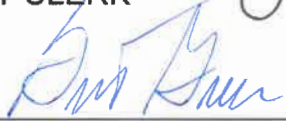


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 8-19-19



BRENT GREER
COUNTY MAYOR

RESOLUTION #3-8-19

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY HIGHWAY FUND FOR FISCAL 2019-2020

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2019, adopted the budget for the Henry County Highway Fund for fiscal 2019-2020; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 19th day of August 2019, a majority or more of said membership concurring, that the budget for the Henry County Highway Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 46430, entitled "Litter Program," in the amount of \$5,000.00

INCREASE ACCOUNT 640429, entitled "Instructional Supplies," in the amount of \$5,000.00

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

PASSED 8-19-19

Brent Greer, Ch
BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

Donna Craig
DONNA CRAIG
COUNTY CLERK

APPROVED 8-19-19

Brent Greer
BRENT GREER
COUNTY MAYOR

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

A motion was made by Commissioner Starks and seconded by Commissioner Kyle to approve Resolution 2b-8-19, to authorize certain changes in the budget for Fiscal 2019-2020.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY					X			
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
COPELAND, JAMES					X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
KYLE, KREG				X	X			
NEAL, PAUL					X			
STARKS, MONTE			X		X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILLIAMS, DREW					X			
TOTAL					15			

MOTION CARRIED

DATE : 8-19-19

RESOLUTION #2b-8-19

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL FUND FOR FISCAL 2019-2020

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2019, adopted the budget for the Henry County General Fund for fiscal 2019-2020; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 19th day of August 2019, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 47180, entitled "Community Development," in the amount of \$315,000.00

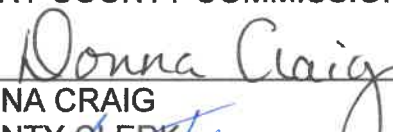
INCREASE ACCOUNT 54490-708, entitled "Communication Equipment," in the amount of \$315,000.00

This amendment is to put into the budget the CDBG Grant portion of the Radio Project.


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

PASSED 8-19-19


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 8-19-19


BRENT GREER
COUNTY MAYOR

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

A motion was made by Commissioner Dell Carter and seconded by Commissioner Kyle to approve Resolution 4-08-19, to accept two new roads into the county road system.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY								
BRADLEY, WESLEY								
CARTER, DELL			X					
CARTER, GREG								
COPELAND, JAMES								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG				X				
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
WILLIAMS, DREW								
TOTAL								

VOICE VOTE CARRIED

DATE : 8-19-19

RESOLUTION NO. 4-08-19

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

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

WHEREAS, the Henry County Highway Commission recommends the acceptance of The Keys Cove located off Eagle Nest Rd ; and

WHEREAS, the Henry County Highway Commission recommends the acceptance of Watts Cove located off Hwy 77; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 19th day of August, 2019, a majority or more of the membership concurring, that The Keys Cove and Watts Cove be accepted into the Henry County Road System.

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

PASSED 8-19-19




BRENT GREER, CHAIRMAN
HENRYCOUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 8-19-19



BRENT GREER
COUNTY MAYOR



DR. DICKEY MOBLEY

~~ROAD TO COUNTY~~

THE KEYS CV

250 FT.



WATTS CO.
700 FT.

BANDILEWS

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

Commissioner Jones made a motion to approve Resolution 5-08-19, to authorize the sale of delinquent tax property at a reduced price. Commissioner Bradley seconded the motion.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY					X			
BRADLEY, WESLEY				X	X			
CARTER, DELL					X			
CARTER, GREG					X			
COPELAND, JAMES					X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH					X			
JONES, DON			X		X			
KYLE, KREG					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILLIAMS, DREW					X			
TOTAL					15			

MOTION CARRIED

DATE : 8-19-19

RESOLUTION NO. 5-08-19

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

WHEREAS, Henry County acquires ownership of parcels which were the subject of the annual delinquent tax collection suits 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 more particularly described on *Exhibit A* hereto are impossible to sell for an amount equal to the total amount of the taxes, penalty, cost and interest accrued against such parcels; and

WHEREAS, it is in the interest of the citizens of Henry County that all parcels described on Exhibit A be resold if possible, not only for purposes of generating revenue through their 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, GovEase Auction, LLC—a vendor with experience conducting online sales of delinquent tax properties in Mississippi, Tennessee, and other states—has offered Henry County, Tennessee, the use of its online platform at no cost for the purposes of soliciting offers for a quitclaim deed to the delinquent tax parcels described on Exhibit A;

WHEREAS, after investigation of the delinquent tax parcels described on Exhibit A, the Delinquent Tax Committee recommends that the County Mayor be authorized to accept a minimum offer of \$200.00 (plus closing costs) per parcel, 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 has approved the terms and conditions recommended by the Henry County Attorney pertaining to the online solicitation (via the GovEase platform) of offers for a quitclaim deed to the delinquent tax parcels described on Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 19th day of August, 2019, a majority or more of the membership concurring that the delinquent tax parcels described on Exhibit A 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 an offer for a quitclaim deed to said parcel in consideration of a minimum offer amount of \$200.00 (plus closing costs) per parcel, 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 FURTHER RESOLVED that the Henry County Mayor is authorized to enter into a contract with GovEase approved by the Henry County Attorney which provides for the use of GovEase’s platform (at no cost) for the

purposes of soliciting offers for a quitclaim deed to the delinquent tax parcels described on Exhibit A on the terms and conditions recommended by the Henry County Attorney;

BE IT FURTHER RESOLVED that the Henry County Mayor is authorized to arrange and pay for all necessary newspaper publications associated with the delinquent tax resale process pertaining to those parcels described on Exhibit A;

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

PASSED 8-19-19




**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 8-19-19



**BRENT GREER
HENRY COUNTY MAYOR**

Property Identifier Dst- Mp- Gp- Ctrl Mp- Par- S/I	Tax Delinquency
01-105 D -L-105 D-022.00- -000	\$5,119.24
01-095 P-G-095 I-025.00- -000	\$6,969.45
01-095 I-B -095 I-006.00- -000	\$3207.72**
01-095 I -C -095 I -004.00- -000	\$1,647.08
01-096 - -096 -117.00- -000	\$6,636.27
01-095 P -D -095 P -007.00- -000	\$4,899.74
01-095 P -J -095 0-001.01- -000	\$2,691.80
01-095 I-A-095 I-007.00- -000	\$1,023.39
01-095 P -D -095 P -016.00- -000	\$3,344.16
01-096 M-A-096 M -005.00- -000	\$3,048.87
01-095 P -D -095 P -025.00- -000	\$6,681.35
01-105 D -D -105 E -009.00- -000	\$1,223.36
01-105 D -D -105 E -010.00- -000	\$966.24
01-105 D -D -105 E -011.00- -000	\$1,212.42
01-096 M -A -095 P -017.01- -000	\$1,353.01
01-105 D -F -105 D -015.00- -000	\$1,764.57
13-023 B -N -023 B -008.00- -000	\$881.70
13-023 B -C -023 B -022.00- -000	\$962.69
01-095 J -D -095 I -011.01- -000	\$1,956.63
01-106 A -E -095 P -014.01- -000	\$1,504.32
13-023 B -C -023 B -033.00- -000	\$984.01
13-023 B -C -023 B -041.00- -000	\$984.01
13-023 B -F -023 G -007.00- -000	\$1,280.05
13-023 G -C -023 G -015.00- -000	\$1,042.12
13-023 G -C -023 G -018.00- -000	\$1,042.12
01-105 D -N -105 D -010.00- -000	\$1,820.70
13-023 B -K -023 B -030.00- -000	\$955.39
13-023 G -G -023 G -023.00- -000	\$1,010.14
13-023 G -E -023 G -024.00- -000	\$910.87
13-023 B -N -023 B -009.00- -000	\$899.30
13-023 B -D -023 B -027.00- -000	\$962.69
01-096 M -C -105 D -004.00- -000	\$2,099.12
13-023 B -K -023 B -023.00- -000	\$892.52
13-023 I -G -023 I -018.00- -000	\$977.36
13-023 B -N -023 B -011.00- -000	\$888.44
01-095 P -E -095 P -054.00- -000	\$1568.30 **
13-023 G -A -023 G -004.00- -000	\$847.33
01-095 P -E -095 I -011.00- -000	\$1,826.64
13-023 B -E -023 B -037.00- -000	\$931.45
01-105 E -K -105 D -029.00- -000	\$4,042.93
01-095 P -F -095 P -006.00- -000	\$1,067.04
05-033 - -033 -021.01- -000	\$1,746.33
01-106 P -B -105 M -005.01- -000	\$2,081.83
01-095 P -A -095 P -008.00- -000	\$1,507.36
01-096 - -096 -076.00- -000	\$1,278.73

Note: Assessment Information and GIS Map Data available at
https://www.assessment.cot.tn.gov/RE_Assessment/

Property Identifier Dst- Mp- Gp- Ctrl Mp- Par- S/I	Tax Delinquency
13-023 B -K -023 B -052.00- -000	\$1,230.30
01-095 I -C -095 I -005.00- -000	\$1,589.48
01-095 I -H -095 I -006.00- -000	\$1647.80**
13-023 B -C -023 B -005.00- -000	\$905.78
13-023 B -H -023 G -020.00- -000	\$1,011.80
13-023 B -R -023 B -003.00- -000	\$861.31
06-018 - -018 -026.00- -000	\$16,694.85
01-096 - -096 -055.00- -000	\$3,730.08
01-095 J -D -095 I -011.04- -000	\$1,912.58
01-095 J -D -095 I -011.09- -000	\$2,094.76
01-105 D -G -105 D -013.00- -000	\$5,627.38
07-061 - -061 -032.02- -000	\$2,573.87
01-095 I -B -095 I -007.00- -000	\$1554.67**
01-105 D -M -105 D -032.00- -000	\$2,095.06
01-105 E -E -105 E -022.00- -000	\$2,976.19
01-095 I -B -095 I -001.00- -000	\$1,535.44
01-095 I -B -095 I -014.00- -000	\$1,726.53
13-023 B -B -023 B -015.00- -000	\$922.44
11-131 - -131 -004.10- -000	\$7,194.08
13-023 G -B -023 G -006.00- -000	\$805.96
13-023 B -K -023 B -032.00- -000	\$945.30
13-023 B -D -023 B -015.00- -000	\$898.07
01-096 L -A -096 K -014.00- -000	\$2,513.67
01-095 I -F -095 I -013.00- -000	\$1,619.74
13-023 B -R -023 B -008.00- -000	\$1,253.12
01-106 A -B -106 A -009.00- -000	\$1,849.97
13-023 B -H -023 B -015.00- -000	\$1,121.56
06-037 - -037 -010.00- -000	\$1,530.18
01-096 M -D -096 M -045.00- -000	\$1,566.49
13-023 G -H -023 G -014.00- -000	\$848.41
01-095 P -A -095 P -014.00- -000	\$1,405.27
13-047 F -D -047 F -002.00- -000	\$936.18
13-023 B -C -023 B -012.00- -000	\$972.56
13-065 K -A -065 K -006.00- -000	\$1,246.92
15-032 - -032 -027.00- -000	\$1,228.30
01-096 M -A -096 M -032.00- -000	\$2,028.22
13-023 B -K -023 B -036.00- -000	\$928.26
13-023 B -C -023 B -042.00- -000	\$868.05
13-023 G -D -023 G -003.00- -000	\$917.61
13-023 G -B -023 G -007.00- -000	\$972.22
13-023 B -N -023 B -010.00- -000	\$886.86
01-095 I -E -095 I -022.00- -000	\$1,280.07
01-096 M -C -105 D -006.00- -000	\$3,293.68
13-023 B -A -023 B -010.00- -000	\$947.13
01-095 I -F -095 I -016.00- -000	\$5,794.05

Note: Assessment Information and GIS Map Data available at
https://www.assessment.cot.tn.gov/RE_Assessment/

Property Identifier Dst- Mp- Gp- Ctrl Mp- Par- S/I	Tax Delinquency
01-095 I -F -095 I -015.00- -000	\$1,364.95
01-095 P -E -095 P -043.00- -000	\$2,052.26
01-096 M -A -096 M -023.01- -000	\$1,584.26
01-095 I -G -095 I -035.00- -000	\$2,979.78
13-023 B -H -023 G -018.00- -000	\$887.08
13-023 G -E -023 G -010.00- -000	\$880.70
01-096 - -096 -086.00- -000	\$2,118.54
01-116 - -116 -004.01- -000	\$1,355.21
01-105 D -F -105 D -014.00- -000	\$1,092.10
13-023 G -B -023 G -022.00- -000	\$962.76
13-023 B -D -023 B -025.00- -000	\$962.69
01-105 D -B -105 D -010.00- -000	\$5,162.14
01-095 P -J -095 O -003.00- -000	\$1,854.30
13-023 B -H -023 G -021.00- -000	\$1,090.74
01-095 I -F -095 I -020.00- -000	\$1,809.77
13-023 B -K -023 B -035.00- -000	\$718.20
01-105 D -F -105 D -028.00- -000	\$2,842.52
01-095 I -H -095 I -004.00- -000	\$1125.55**
01-095 P -A -095 P -012.01- -000	\$981.44
13-023 B -K -023 B -041.00- -000	\$714.58
13-065 L -E -065 L -018.00- -000	\$871.60
13-023 B -D -023 B -038.00- -000	\$756.17
01-095 P -L -095 O -002.00- -000	\$1,070.26
01-096 M -A -095 P -018.00- -000	\$659.02
01-096 M -B -096 M -021.01- -000	\$1,019.87
13-023 G -H -023 G -017.01- -000	\$474.94
01-095 P -A -095 P -006.00- -000	\$640.11
01-095 P -A -095 P -007.00- -000	\$746.62
13-023 B -K -023 B -013.00- -000	\$440.03
13-071 J -C -071 J -020.00- -000	\$706.07
01-096 M -G -096 M -009.00- -000	\$543.60
01-096 M -A -105 D -015.00- -000	\$1,125.55
13-065 L -D -065 L -007.01- -000	\$670.13
05-057 E -C -057 E -010.00- -000	\$2,817.16
01-095 I -G -095 I -004.00- -000	\$980.67
01-095 I -G -095 I -036.00- -000	\$1,020.60
01-095 P -E -095 P -055.01- -000	\$540.84
13-004 K -B -004 K -020.00- -000	\$524.17
01-095 I -F -095 I -001.00- -000	\$1,858.96
01-095 I -D -095 I -003.00- -000	\$810.81**
01-096 L -A -096 L -004.00- -000	\$876.40
13-023 I -B -023 I -009.00- -000	\$532.79
13-023 I -B -023 I -010.00- -000	\$521.25
13-023 I -B -023 I -011.00- -000	\$526.27
13-023 I -B -023 I -012.00- -000	\$528.27

Note: Assessment Information and GIS Map Data available at
https://www.assessment.cot.tn.gov/RE_Assessment/

Property Identifier Dst- Mp- Gp- Ctrl Mp- Par- S/I	Tax Delinquency
01-095 P -F -095 P -014.00- -000	\$1,420.75
13-004 N -B -004 N -006.00- -000	\$537.71
01-096 L -A -096 L -003.00- -000	\$607.91
01-096 M -C -096 M -006.00- -000	\$614.62
01-096 M -G -096 M -008.00- -000	\$607.91
01-096 M -A -096 M -032.01- -000	\$1,284.16
01-095 I -G -095 I -009.00- -000	\$2,846.28
01-096 M -H -096 M -001.00- -000	\$713.54
01-096 M -H -096 M -001.01- -000	\$725.83
01-105 F -B -105 F -010.00- -000	\$1,914.94
13-023 G -D -023 G -007.00- -000	\$380.75
01-095 I -A -095 J -006.00- -000	\$830.77
01-095 I -A -095 J -007.00- -000	\$713.12
01-096 - -096 -123.01- -000	\$1,031.65
01-095 P -E -095 P -028.00- -000	\$722.24
01-095 P -E -095 P -012.00- -000	\$645.06
01-095 P -E -095 P -027.00- -000	\$695.28
01-095 P -E -095 P -031.00- -000	\$742.01
01-095 P -E -095 P -030.00- -000	\$744.23
01- 095 P- D- 095 P- 010.00	\$3,128.53
01- 095 P- D- 095 P- 019.00	\$2,398.46
01- 095 P- E- 095 I- 014.00	\$2,768.28
01- 105 F- B- 105 F- 015.00	\$5,467.33
01- 105 D- G- 105 D- 005.00	\$4639.74**
01- 105 E- K- 105 D- 015.00	\$1,214.50
01-106 H -E -105 E -010.01- -000	\$2,036.94
13-023 G -D -023 G -015.00- -000	\$1,218.63
01-095 I -F -095 I -019.00- -000	\$2,108.03
01-117 - -117 -019.00- -000	\$1,668.09
01-095 I -B -095 I -013.00- -000	\$1,790.48
01-105 D -L -105 D -020.00- -000	\$2,453.70
13-023 G -D -023 G -004.00- -000	\$1,343.36
06-037 - -037 -005.17- -000	\$2,533.23
13-023 I -H -023 I -010.00- -000	\$1,063.05
01-105 D -H -105 D -006.00- -000	\$2,732.67
01-095 P -E -095 I -013.00- -000	\$4,631.97
01-095 P -A -095 P -001.00- -000	\$3,903.71
01-086 - -086 -064.00- -000	\$1,805.79
01-105 D -M -105 D -038.01- -000	\$1,702.66
01-105 C -A -096 N -004.01- -000	\$2,058.49
01-105 D -F -105 D -021.00- -000	\$1,415.28
01-105 D -F -105 D -023.01- -000	\$3,469.16
13-023 B -H -023 B -009.00- -000	\$1,373.38
13-065 L -C -065 K -030.00- -000	\$1,439.72
11-131 C -D -131 C -028.00- -000	\$1,314.32

Note: Assessment Information and GIS Map Data available at
https://www.assessment.cot.tn.gov/RE_Assessment/

Property Identifier Dst- Mp- Gp- Ctrl Mp- Par- S/I	Tax Delinquency
06- 030 L- F- 030 L- 013.00	\$1,541.10
06- 030 L- G- 030 L- 003.00	\$1,503.26
11- 131 C- C- 131 C- 012.00	\$971.52
01- 095 P- G- 095 I- 019.00	\$1,693.12
01- 095 P- E- 095 P- 047.00	\$2,521.51
04- 146- 146- 018.01	\$1,049.63
13-023 G -D -023 G -001.00- -000	\$528.58
01-105 D -K -105 D -001.02- -000	\$556.14
01-105 D -G -105 D -004.00- -000	\$1,368.67
13-065 E -A -065 E -022.00- -000	\$572.31
13-023 B -C -023 B -013.00- -000	\$539.20
13-023 G -E -023 G -011.00- -000	\$522.56
13-065 K -D -065 K -002.00- -000	\$1,074.77
01-095 O -A -095 O -010.00- -000	\$1,020.52
13-023 B -M -023 B -018.00- -000	\$539.20
13-023 B -B -023 B -004.00- -000	\$531.58
13-023 B -M -023 B -019.00- -000	\$727.44
01-095 P -E -095 P -001.02- -000	\$1,726.15
01-105 D -L -105 D -019.00- -000	\$858.03
06-030 L -F -030 L -023.00- -000	\$2,115.21
13-023 B -M -023 B -007.00- -000	\$563.75
01-095 O -J -095 O -023.01- -000	\$816.37
11-131 C -C -131 C -013.00- -000	\$616.53
01-096 M -C -096 M -001.01- -000	\$806.87
01-105 D -F -105 D -031.00- -000	\$858.03
01-105 D -N -105 D -013.00- -000	\$785.60
01-095 I -D -095 I -004.00- -000	\$830.94
01-105 D -J -105 D -006.00- -000	\$1,349.01
01-096 M -A -096 M -030.00- -000	\$897.23
13-023 I -F -023 I -006.00- -000	\$534.60
01-095 - -095 -087.00- -000	\$809.99
01-105 A -G -106 A -008.00- -000	n/a
01-106 A -E -095 P -013.00- -000	\$2,567.17
01-106 P -B -105 M -005.02- -000	\$753.26
01-105 D -M -105 D -043.01- -000	\$573.79

Note: Assessment Information and GIS Map Data available at
https://www.assessment.cot.tn.gov/RE_Assessment/

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

Commissioner Bradley made a motion to approve Resolution 6-08-19, to authorize the sale of delinquent tax property at a reduced price. Commissioner Starks seconded the motion.

ITEM NO. 14

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY								
BRADLEY, WESLEY			X					
CARTER, DELL								
CARTER, GREG								
COPELAND, JAMES								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG								
NEAL, PAUL								
STARKS, MONTE				X				
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
WILLIAMS, DREW								
TOTAL								

VOICE VOTE CARRIED

DATE : 8-19-19

RESOLUTION NO. 6-08-19

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

WHEREAS, Henry County acquires ownership of parcels which were the subject of the annual delinquent tax collection suits 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 more particularly described as Map **095 I**, Group **G**, Parcel **028.00** and Map **105 D**, Group **H**, Parcel **031.00** are impossible to sell for an amount equal to the total amount of the taxes, penalty, cost and interest accrued against such parcels; and

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 their 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, **Habitat for Humanity of Paris/Henry County, Inc.**, a Tennessee non-profit corporation, has offered the sum of \$500.00 per parcel (plus closing costs) for a quitclaim deed 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 a minimum offer of \$500.00 (plus closing costs) per parcel, 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 offers for a quitclaim deed 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 19th day of August, 2019, a majority or more of the membership concurring that the delinquent tax parcels more particularly described as Map **095 I**, Group **G**, Parcel **028.00** and Map **105 D**, Group **H**, Parcel **031.00** 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 an offer for a quitclaim deed to said parcels in consideration of a minimum offer amount of **\$500.00** (plus closing costs) per parcel, 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 8-19-19

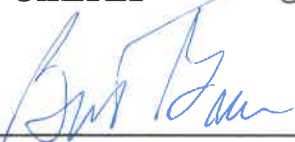


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 8-19-19



BRENT GREER
HENRY COUNTY MAYOR

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 095I Group G Control Map 095I Parcel 028.00 S/I 000 ("Real Estate")

Name as it is to appear on Quitclaim Deed: Habitat for Humanity of Davis/Henry County, Inc

(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 (~\$150.00), 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 the 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 \$150.00), 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.

Henry County - Parcel: 095[G 028.00



Date: August 14, 2019
County: Henry
Owner: HENRY CO TN
Address: MCCAMPBELL ST 719
Parcel Number: 095[G 028.00
Deeded Acreage: 0
Calculated Acreage: 0
Date of Imagery: 2016

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
TN Comptroller - OLG
State of Tennessee, Comptroller of the Treasury, Office of Local Government

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

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 105D Group H Control Map 105D Parcel 031.00 S/I 000 ("Real Estate")

Name as it is to appear on Quitclaim Deed: Habitat for Humanity of Paris/Henry County, Inc.

(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 (~\$150.00), 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 \$150.00), 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.

Henry County - Parcel: 105D H 031.00



Date: August 14, 2019
County: Henry
Owner: HENRY CO TN
Address: IRVIN ST 516
Parcel Number: 105D H 031.00
Deeded Acreage: 0
Calculated Acreage: 0
Date of Imagery: 2016

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
TN Comptroller - OLG
State of Tennessee, Comptroller of the Treasury, Office of Local Government

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

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

ITEM NO. 15 – A motion was made by Commissioner Dell Carter and seconded by Commissioner Kyle to suspend the rules to consider Resolution 7-08-19. Voice vote carried.

ITEM NO. 16 - A motion was made by Commissioner Kyle and seconded by Commissioner Williams to approve Resolution 7-08-19, to give authority to enter into a lease agreement with Air Evac EMS, Inc.

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY					X			
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
COPELAND, JAMES					X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
KYLE, KREG			X		X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILLIAMS, DREW				X	X			
TOTAL					15			

MOTION CARRIED

DATE : 8-19-19

RESOLUTION NO. 7-08-19

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO GIVE AUTHORITY TO ENTER INTO A LEASE AGREEMENT WITH AIR EVAC EMS, INC

WHEREAS, the County of Henry and Air Evac EMS, Inc. have negotiated a lease agreement for a 21,600 square foot hangar located at the Henry County Airport. A copy of said lease is attached as Exhibit A; and

WHEREAS, the Board of Commissioners finds it to be in the best interest of the citizens of Henry County that the County enter into the Lease so as to enhance employment opportunities and further economic benefit for the citizens of Henry County; and

WHEREAS, it is necessary for the Board of Commissioners to give authority to the County Mayor to execute a Lease for the purposes above expressed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 19th day of August, 2019, a majority or more of the members concurring, that

(1) The County Mayor is authorized to execute on behalf of the County, a Lease providing for Air Evac, EMS, Inc to lease the building under the terms provided for in Exhibit A, hereto attached.


(2) The County Mayor is authorized to agree to any amendments and changes in the final form of this Lease consistent with the original Agreement as above expressed.


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

PASSED 8-19-19


**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**

APPROVED 8-19-19


**DONNA CRAIG
COUNTY CLERK**


**BRENT GREER
COUNTY MAYOR**

Hangar Lease Agreement

This Lease Agreement entered into and between Henry County, Tennessee, (hereafter "**Lessor**") and Air Evac EMS, Inc., a Missouri Corporation, (hereafter "**Lessee**") as of the latest date appearing below the parties' respective signatures but effective as of the Effective Date (defined below). Lessor and Lessee are sometimes hereafter individually referred to as a "**Party**" and collectively as the "**Parties**"

Preliminary Statement

- A. Lessor operates the Henry County Airport, and Lessee desires to rent an existing hangar for use in Lessee's Air Ambulance service as at said airport. Additionally, Lessee wishes to construct certain other improvements for its use in connection therewith at Lessee's expense, and
- B. Lessor is agreeable to leasing the hangar and ground (being approximately 21,600 square feet) to Lessee for use in connection with its air ambulance business.

Agreement

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Premises.** The Premises is defined as follows: being that certain tract of land on the Henry County Airport property located near the intersection of State Highway 69 North and Diggs Road, East of the main runway, consisting of 21,600 square feet, more or less, along with the hangar situated thereon as more particularly depicted on **Exhibit A** (collectively, the "**Premises**"). Lessee has had the opportunity to inspect the Premises and accepts it in "as-is" condition.
2. **Term and Termination.**
 - a. **Term.** The term of this Lease shall be ten (10) years, beginning on the 1st day of _____, 2019 (the "**Initial Term**").
 - b. **Extension Term and Notice.** Lessee shall have the right to extend the Lease for three (3) consecutive five (5) year terms (each an "**Extension Term**"), upon giving at least 180 days written notice to Lessor prior to the expiration of the Initial Term or the then current Extension Term. The Initial Term and Extension Terms, if any, are collectively referred to herein as the "**Term**".
 - c. **Termination.**
 - i. **Material Breach.** Either Party may terminate this Lease prior to normal expiration if the other Party materially breaches the Lease and fails to cure such breach within thirty (30) days following written notice thereof by the non-breaching Party.
 - ii. **Termination for Cause.** Lessee's continuous non-use of the facility for a period of one (1) year will constitute an abandonment of this Lease, whereupon at the Lessor's option this lease shall terminate. If Lessor ceases to operate an airport at its present location, this lease shall terminate and Lessor shall have no further responsibility to Lessee, except that Lessor shall refund any prepaid rental.

iii. **Early Termination.** If Lessee terminates its provision of air ambulance services in Henry County, Tennessee, Lessee may terminate this Lease by providing Lessor one hundred eighty (180) days prior written notice of termination.

d. **Covenant to Surrender.** Upon termination of this Lease, the Premises, together with ownership of all improvements thereon (whether presently existing or constructed by Lessee), shall revert to Lessor. Notwithstanding anything herein to the contrary, Lessee shall have the right to remove any trade fixtures, furniture, or equipment paid for by Lessee from the Premises at the expiration or termination of the Lease, so long as Lessee repairs any damage resulting from such removal.

3. **Rental.**

a. During the Initial Term, Lessee shall pay Lessor rental of forty-two thousand (**\$42,000**) dollars per year. The Rent will be payable in equal monthly installments of Three Thousand Five Hundred Dollars (**\$3,500**) in advance on the first day of each month. Rental for any partial months will be prorated based on the number of days in that month.

b. If Lessee exercises any of its Extension Term options, then the rental shall be adjusted each year of each Extension Term by the change in the Consumer Price Index for the past year using the CPI formula as set out below. The rent for each year of each Extension Term will be the increase in the Consumer Price Index, but not less than 3% nor more than 5%.

i. The Consumer Price Index shall be defined as follows: at the end of the Initial Term and at the end of each lease year (12 month period) of any Extension Term, the rental for the next succeeding lease year shall be increased by the annual increase in the Consumer Price Index ("CPI") where "CPI" is the Consumer Price Index for the month of December just preceding such lease anniversary year, and the "Base CPI" is the Consumer Price Index for December of the previous lease year. As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all for All Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, 1982-1984=100 reference base. If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall authorize Lessee's attorney to designate a substitute Index or formula. In no event shall the next lease year rental be less than the prior year.

ii. The Parties agree that if the December CPI has not been determined when increased rent is due, Lessee will pay the previous year rent until the December CPI has been determined, and then Lessee shall pay over any difference to Lessor upon demand and thereafter, pay the newly determined rent.

iii. If Lessee holds over, the term will convert to a month-to-month tenancy (subject to Lessor's right to terminate upon 30 days written notice), and the rental rate shall be equal to 150% of the (monthly) rental rate in effect as of the month prior to the holdover.

4. **Maintenance.**

a. **Lessee.**

- i. **Upkeep/Utilities.** Lessee shall maintain the Premises in good repair and surrender it in good condition and repair upon expiration or termination of this Lease normal wear and tear, actions of Lessor, or damage due to casualty excepted. Lessee is responsible for payment of all costs associated with utilities (such as water and electrical service). Sewer service is not provided; it is the responsibility of Lessee to (if applicable) install and maintain an adequate septic system.
- ii. **Taxes.** Lessee shall timely pay all taxes attributable to Lessee's use of or improvements to the Premises, including personal property taxes associated with Lessee's business operations on the Premises.
- iii. **Insurance.** During its entire occupancy of the Premises, Lessee shall maintain insurance covering the Premises in commercially reasonable coverage amounts of (at least) the following types: casualty (covering loss of improvements on the Premises), premises liability, commercial aviation liability (public [third party] liability and passenger liability), and (if applicable) loss or liability arising out of construction on the Premises. Lessee shall name Lessor as an additional insured on all the aforementioned insurance policies, and shall promptly notify Lessor of renewals, modifications, and lapses of such insurance policies. Lessee shall also promptly notify Lessor of any insurance claims or legal claims filed against it which are in any way related to Lessee's use of the Premises. Lessee shall indemnify and hold harmless Lessor for any claims brought against Lessor which are attributable to Lessee's intentional or negligent acts or omissions. Lessee shall furnish proof of insurance to Lessor annually and any other time upon request.

b. **Lessor.** Lessor shall maintain and upkeep of the remainder of the airport facility.

5. **Restrictions/Limitations.**

- a. **Use.** Lessee shall only use the Premises for the following purposes: aircraft hangar, crew quarters, offices, fueling facility, maintenance, and a general base for Lessee's air ambulance operations and all ancillary uses related thereto; any other use is prohibited unless expressly authorized in writing by Lessor.
- b. **Non-interference.** Lessee's use of airport's common facilities, roadways, runways, other improvements, and airspace shall not unreasonably interfere with others' use thereof.
- c. **New Construction.** Lessee will be responsible for the construction of any improvements desired by Lessee. All improvements of any nature or character must be approved in advance by Lessor. Construction of improvements shall comply with all Local, State, and Federal Rules and Regulations. Prior to the commencement of any construction, Lessee will provide Lessor with proof of insurance pertaining to the construction project.
- d. **Assignment/Sublease.** The Premises shall not be subleased, nor shall this lease be assigned, without express written approval of Lessor. Even in the event of sublease or assignment, Lessee will not be relieved of liability hereunder unless expressly agreed to by Lessor.

6. **Lessor's Representations; Quiet Possession.** Lessor represents that it is the owner in fee simple of the Premises and that it has full right to lease the Premises for the term set out herein. Lessor further agrees that so long as Lessee keeps and performs all of the agreements, covenants and conditions by Lessee to be kept and performed, Lessee shall have quiet, undisturbed and continued possession of the Premises, free from any claims of Lessor and all persons claiming by, through or under Lessor.
7. **Destruction of Hangar.**
- a. **Destruction—Insured Casualty.** In the event of a partial or total destruction of the Hangar by a casualty for which Lessee has received insurance proceeds sufficient to repair the damage or destruction during the Term from any cause, Lessee shall forthwith repair the same to the extent of such proceeds, provided such repairs can be made within six (6) months from the date of destruction as reasonably determined by the architect responsible for the reconstruction such determination to be made within sixty (60) days of the date of destruction. Such partial or total destruction shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportionate reduction of monthly rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee. If the repairs to the Hangar cannot be made within six (6) months from the date of destruction as reasonably determined by the architect responsible for the reconstruction, either Lessor or Lessee shall have the option to terminate this Lease within thirty (30) days following issuance of such determination.
- b. **Destruction—Underinsured/Uninsured Casualty.** In the event of a total or partial destruction of the Hangar by a casualty for which Lessee has not received insurance proceeds sufficient to repair the damage or destruction during the Lease Term, Lessee shall have the option to terminate this Lease, unless Lessor agrees to contribute the amount of any deficiency in insurance proceeds. Further if the underinsured/uninsured damage cannot be repaired within six (6) months from the date of destruction as reasonably determined by the architect responsible for the reconstruction such determination to be made within sixty (60) days of the date of destruction, either Lessor or Lessee shall have the option to terminate this lease within thirty (30) days following issuance of such determination.
- c. **Damage or Destruction at End of Term.** In the event of a total or partial destruction of the Hangar during the last twelve (12) months of the Term of the Lease, and the Hangar cannot be fully repaired or restored within ninety (90) days after the date of the damage or destruction, either Lessor or Lessee may terminate this Lease upon notice to the other, provided, that Lessee may prevent Lessor's termination of this Lease under this Section by exercising Lessee's right to extend the Lease Term as described above.
8. **Condemnation.** If any part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof, and only a part thereof remains which is susceptible of occupation hereunder, this Lease shall as to the part so taken, terminate as of the day before title shall vest in the condemner or purchaser ("**Vesting Date**"), and the Base Rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the Lease Term only such portion of such Base Monthly Rent as the value of the part remaining after such taking bears to the value of the entire Premises prior to such taking; but in such event Lessor or Lessee shall have the option to terminate this Lease as of the Vesting Date. If all of the Premises, or such part thereof be taken so that the remaining portion is unusable for Lessee's business therein, as reasonably determined by Lessee, Lessee may terminate this Lease as of Vesting Date. Lessor shall be entitled to any award paid for if the Premises is wholly or partially condemned, except that Lessee shall have the right to receive from either the condemning authority or Lessor, as

applicable (but only to the extent it would not reduce the net award to Lessor), all proceeds and other compensation received in connection with condemnation to the extent paid for (i) any Lessee improvements made by or at the expense of Lessee; (ii) Lessee's loss of goodwill; (iii) Lessee's relocation costs; and (iv) Lessee's loss of business and business interruption.

9. **Miscellaneous.**

- a. **Notice.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight air courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address set forth beneath its signature on the signature page attached hereto. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight air courier delivery or on the date of deposit in the United States Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run on the day following the date of actual receipt of such notice, request or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least ten (10) days' prior written notice thereof, any party hereto may from time to time and at any time change its mailing address hereunder or add additional addressees hereunder.
- b. **Choice of Law/Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee. The trial courts of Henry County, Tennessee, shall be the exclusive jurisdiction for any dispute between the parties arising out of or pertaining in any way to this Lease. The parties expressly waive their right to proceed in any other forum, except that either party may appeal a decision of the trial courts to a Tennessee state appellate court with jurisdiction to hear the appeal.
- c. **Successors/Assigns.** This Lease shall be binding upon and shall inure to the benefit of the undersigned parties and their respective successors and assigns.
- d. **Relationship of Parties.** The relationship between Lessor and Lessee at all times shall remain solely that of Lessor and Lessee and shall not be deemed a partnership or joint venture.
- e. **Integration.** This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties.
- f. **Severability.** In case any one or more of the provisions contained in this Lease shall be held invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- g. **Recordation.** Neither this Lease nor a memorandum thereof shall be recorded by either party.
- h. **Brokers.** Each party warrants and represents to the other that it has not dealt with any real estate broker, agent or finder in connection with this transaction and that no commission or fee is owed to any such person or entity by reason of this transaction.

- i. **Certification of Lease.** Lessor and Lessee agree to execute and deliver to each other, within thirty (30) days after request by the other party, a certificate evidencing:
 - i. whether or not this Lease is in full force and effect;
 - ii. whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any;
 - iii. whether or not there are existing defaults hereunder to the knowledge of the party executing such certificate, and specifying the nature of such defaults, if any; and
 - iv. such other matters as may be reasonably requested by the other party.
- v. As a condition of this lease, it is recognized that the henry County Airport Minimum Standards are to be adhered to and are considered as a binding part of this Lease. A copy of the Minimum Standards is attached as **Exhibit B** to this lease.

By signing below, each Party acknowledges that the undersigned has carefully read and fully understands this Lease, and each Party agrees to be bound by the terms of this Lease.

HENRY COUNTY, TENNESSEE

By: _____
 Name: Brent Greer
 Title: County Mayor
 Address: P.O. Box 7
 Paris, TN 38242

E-mail: bgreer@henrycountyttn.org

Date: _____

AIR EVAC EMS, INC.

By:  _____ 
AZA3DF614Z34402...
 Name: Daniel Sweeza
 Title: Vice-President Operations
 Address: 1001 Boardwalk Springs Place
 Suite 250
 O'Fallon, MO 63368

E-mail: Daniel.Sweeza@air- evac.com

Date: 8/15/2019

With Notices to:

Henry County, Tennessee
 c/o County Mayor
 P.O. Box 7
 Paris, Tennessee 38242

Air Evac EMS, Inc.
 1001 Boardwalk Springs Place, Ste 250
 O'Fallon, MO 63368
 ATTN: Associate General Counsel

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

Commissioner Jones made a motion to adjourn. Commissioner Dell Carter seconded the motion.

ITEM NO. 17

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY								
BRADLEY, WESLEY								
CARTER, DELL				X				
CARTER, GREG								
COPELAND, JAMES								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON			X					
KYLE, KREG								
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
WILLIAMS, DREW								
TOTAL								

VOICE VOTE CARRIED

DATE : 8-19-19