September 21, 2020 Commission Minutes

- Broadband Study Agreement with West Ky. And TN Telecommunications Cooperative, Inc., Res. 5-9-20
- Broadband Grant, Res. 6-9-20
- Broadband Access, Res. 7-9-20
- Economic Impact Plan amendment to Res. 1-12S-19, Res. 8-9-20

STATE OF TENNESSEE
COUNTY OF HENRY…

Be it remembered that the County Commission met in a regular session in Henry County, Tennessee on September 21, 2020 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 HCSO Interim Sheriff Damon Lowe.

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

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

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 Chairman Greer informed the commission that we are operating this meeting under Governor Bill Lee's Executive Order No. 51. This meeting is being recorded for the public and will remain in public domain going forward. He also stated all votes at this meeting will be by roll call vote only.

ITEM NO. 6 Citizen's Forum

- Shaun Poole addressed the Commission, asking them to deal with social issues in this town. He expressed that the longer we wait, the worse it will get. He stated it was a quite sad display of human decency on the court square and he witnessed racial name-calling. He feels that statues are causing a lot of hate in our town and it's about time we step up and get these symbols of hate taken down. Poole also stated that he was aware that the Commission sent a petition to the State of Tennessee to uphold gun rights. He implored the Commissioners to also petition the State of Tennessee to allow candidates to run for mayor at the age of 22.
- Jerry Yount of Brookville Subdivision wants Broadband in his subdivision. There are 12 families, some with children who need for it for internet teaching. It is also needed for business owners and retired people.

THE CHAIR CLOSED THE FORUM

ITEM NO. 7 Commissioner's Forum

- Commissioner Webb gave an update on the fire engine restoration. They have run into an unexpected cost to the tune of $20,000. Webb feels that the Historical Society can raise $5,000. He is asking for additional help from the public and Henry County and City of Paris. He will be asking the County Commission for funding next month.

THE CHAIR CLOSED THE FORUM

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

A motion was made by Commissioner Bradley and seconded by Commissioner Gean to approve Resolution 1-9-20, to appoint certain citizens and commissioners to various boards, committees, and positions.

ITEM NO. 8

	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	X			
HUMPHREYS, KENNETH					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 : 9-21-2020

RESOLUTION NO. 1-9-20

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 21st day of September, 2020, a majority or more of said Commission concurring, that:

SECTION 1: Brent Greer be and hereby is appointed as Chairman of the Commission to fill the one-year term ending September, 2021.

SECTION 2: James Copeland be and hereby is appointed as Vice-Chairman of the Commission to fill a one-year terms which expires September, 2021.

SECTION 3: Brent Greer be and hereby is appointed as a member to the Board of Health to fill the one-year term ending September, 2021.

SECTION 4: Monte Starks be and hereby is appointed as the commission member to the Tourism Committee to fill the one-year term ending September, 2021.

SECTION 5: Brent Greer be and hereby is appointed to the Veterans Service Committee for the one-year term which expires September, 2021.

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 9-21-2020

BRENT GREER, CHAIRMAN
COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED 9-21-2020

BRENT GREER
COUNTY MAYOR

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

Commissioner Visser made a motion to approve the Consent Agenda, which consists of the following: Minutes of the meeting of August 17, 2020, 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, copy of CT-0253 State Report on Debt Obligation for Tax Anticipated Note, Series 2020, $8,000,000.00, and the following Notary Public designations: Summer Champion, Nicole Cookson, Kerri E. Crowther, Amanda L. Glass, Jeff Mahan, Harry T. Moody, and Lydia Powell; and the following bonds: Pete Lackey, Principal and David Taylor and Albert Winn, Sureties, and also Summer Champion, Principal and Wayne Powers and Ben Sherard, Sureties. The motion was seconded by Commissioner Starks.

ITEM NO. 9

	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			
NEAL, PAUL					X			
STARKS, MONTE				X	X			
TRAVIS, JAMES					X			
VISSER, MARTY			X		X			
WEBB, DAVID					X			
WILLIAMS, DREW					X			
TOTAL					15			

MOTION CARRIED

DATE : 9-21-2020

Tennessee Comptroller of the Treasury
Division of Local Government Finance

Original Receipt Date: Jul 02, 2020

State Form No. CT-0253
Revised Effective 7/1/19

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:

Name: HENRY COUNTY, TENNESSEE

Address: P.O. Box 7
Paris, Tennessee 38242

Debt Issue Name: Tax Anticipation Note, Series 2020

If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: $ 8,000,000.00

Premium/Discount: $ 0.00

3. Interest Cost: 3.2500 %

☐ Tax-exempt ☑ Taxable

☐ TIC ☐ NIC

☐ Variable: Index _____ plus _____ basis points; or

☐ Variable: Remarketing Agent _____

☑ Other: variable at prime, with floor of 3% and cap of 4%

4. Debt Obligation:

☑ TRAN ☐ RAN ☐ CON

☐ BAN ☐ CRAN ☐ GAN

☐ Bond ☐ Loan Agreement ☐ Capital Lease

If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:

☑ Unrated

Moody's _____ Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
☐ General Government	%	
☐ Education	%	
☐ Utilities	%	
☑ Other	100.00 %	hospital fund
☐ Refunding/Renewal	%	

7. Security:

☐ General Obligation ☐ General Obligation + Revenue/Tax

☐ Revenue ☐ Tax Increment Financing (TIF)

☐ Annual Appropriation (Capital Lease Only) ☑ Other (Describe): amounts in hospital fund

8. Type of Sale:

☐ Competitive Public Sale ☐ Interfund Loan

☑ Negotiated Sale ☐ Loan Program

☐ Informal Bid

9. Date:

Dated Date: 06/26/2020 Issue/Closing Date: 06/26/2020

State Form No. CT-0253
Revised Effective 7/1/19

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2023	$ 8,000,000.00	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED.** For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

☐ No costs or professionals

	AMOUNT (Round to nearest $)	FIRM NAME
Financial Advisor Fees	$ 17,500	Raymond James & Associates, Inc.
Legal Fees	$ 0	
Bond Counsel	$ 10,000	Bass, Berry & Sims PLC
Issuer's Counsel	$ 0	
Trustee's Counsel	$ 0	
Bank Counsel	$ 0	
Disclosure Counsel	$ 0	
_____	$ 0	
Paying Agent Fees	$ 0	
Registrar Fees	$ 0	
Trustee Fees	$ 0	
Remarketing Agent Fees	$ 0	
Liquidity Fees	$ 0	
Rating Agency Fees	$ 0	
Credit Enhancement Fees	$ 0	
Bank Closing Costs	$ 0	
Underwriter's Discount _____%		
Take Down	$ 0	
Management Fee	$ 0	
Risk Premium	$ 0	
Underwriter's Counsel	$ 0	
Other expenses	$ 0	
Printing and Advertising Fees	$ 0	
Issuer/Administrator Program Fees	$ 0	
Real Estate Fees	$ 0	
Sponsorship/Referral Fee	$ 0	
Other Costs _____	$ 0	
TOTAL COSTS	$ 27,500	

State Form No. CT-0253
Revised Effective 7/1/19

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

☑ No Recurring Costs

	AMOUNT (Basis points/$)	FIRM NAME (if different from #11)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:

☑ None Prepared

☐ EMMA link _____ or

☐ Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? ☑ Yes ☐ No

Is there a continuing disclosure obligation agreement related to this debt? ☐ Yes ☑ No

If yes to either question, date that disclosure is due Annually June 30th

Name and title of person responsible for compliance Brent Greer, County Mayor

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 01/21/2020

Is the debt obligation in compliance with and clearly authorized under the policy? ☑ Yes ☐ No

16. Written Derivative Management Policy:

☑ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? ☐ Yes ☐ No

17. Submission of Report:

To the Governing Body: on 07/20/2020 and presented at public meeting held on 07/20/2020

Copy to Director to OSLF: on 06/29/2020 either by:

☐ Mail to:
Cordell Hull Building
425 Fifth Avenue North, 4th Floor
Nashville, TN 37243-3400

OR

☑ Email to:
SLF.PublicDebtForm@cot.tn.gov

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	Brent Greer	Jeff Oldham
Title	County Mayor	Member
Firm	Henry County, TN	Bass, Berry & Sims PLC
Email	bgreer@henrycountytn.org	joldham@bassberry.com
Date	06/26/2020	06/26/2020

Attachment to State Form No. CT-0253
of Henry County, Tennessee

$8,000,000 Tax Anticipation Note, Series 2020

Part 4:

Copies of executed note attached

28486814.1

REGISTERED
Number 1

REGISTERED
$8,000,000

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF HENRY
TAX ANTICIPATION NOTE, SERIES 2020

Date of Note:	June 26, 2020
Maturity Date:	June 30, 2023
Registered Owner:	Commercial Bank & Trust Paris, Tennessee
Principal Amount:	EIGHT MILLION DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That Henry County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth (or such lesser amount advanced hereunder) on the maturity date hereinabove set forth or upon earlier redemption as set forth herein, and to pay interest on said principal amount at the rate described below from the date hereof until said maturity date or redemption date, said interest being payable upon the maturity of the Note.

Interest shall accrue on the disbursed and unpaid principal balance hereof at a rate equal to the rate of interest announced from time to time by Commercial Bank & Trust (the "Bank") as its "Prime Rate"; provided that such rate shall in no event be less than 3.00% per annum or greater than 4.00% per annum. Each change in the rate of interest on this Note shall become effective on the date each Prime Rate change is announced within the Bank. Interest hereon shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration Agent, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the County to call such Note for redemption.

This Note is one of a total authorized issue aggregating $8,000,000 and issued by the County for the purpose of meeting appropriations from the County's Hospital Fund, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 4th day of May, 2020 (the "Resolution").

This Note is payable from the receipt of taxes and revenues in the Hospital Fund during the term hereof. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to said Resolution.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by a corporation, bank, savings and loan association or any other business entity described in Section 67-4-806, Tennessee Code Annotated, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any corporation, bank, savings and loan association or other business entity described in Section 67-4-903, Tennessee Code Annotated.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

(signature page follows)

IN WITNESS WHEREOF, the County has caused this Note to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

HENRY COUNTY, TENNESSEE

By: _____
County Mayor

ATTESTED:

Donna Craig
County Clerk

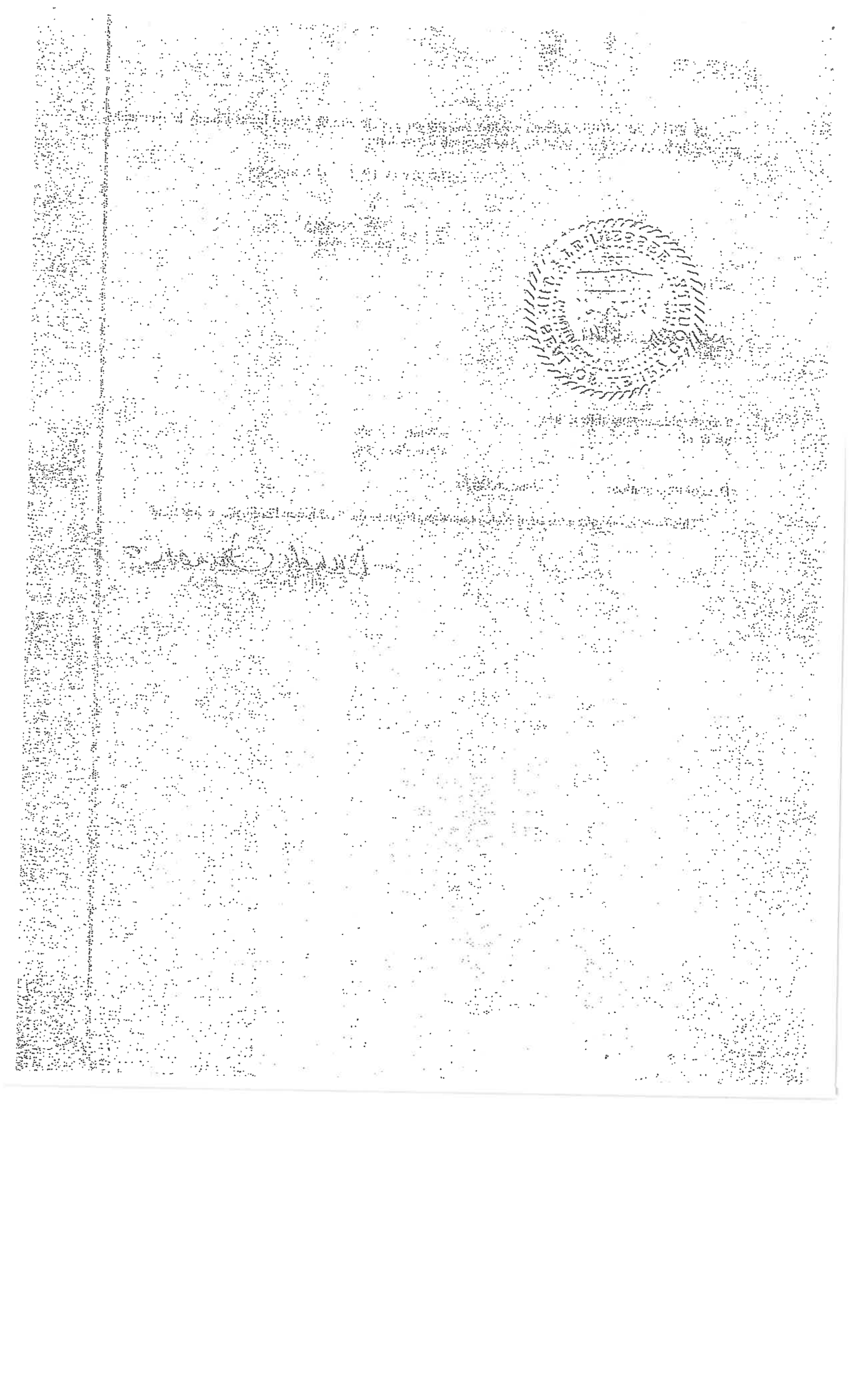
Transferable and payable at the office of:

County Trustee
Paris, Tennessee

Date of Registration: June 26, 2020

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

By: Randi French
County Trustee



(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within note of Henry County, Tennessee, and does hereby irrevocably constitute and appoint _____, or its successor as note registration agent, to transfer the said note on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

28425293.1

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

A motion was made by Commissioner Greg Carter and seconded by Commissioner Copeland to approve Resolutions 2-9-20 thru and inclusive of 4-9-20, to authorize certain changes in the budget for Fiscal 2020-2021.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY					X			
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG			X		X			
COPELAND, JAMES				X	X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH					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 : 9-21-2020

RESOLUTION #2-9-20

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 2020-2021

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2020, adopted the budget for the Henry County General Fund for fiscal 2020-2021; 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 21st day of September 2020, 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:

CORONER/MEDICAL EXAMINER

INCREASE REVENUE ACCOUNT 46990, entitled "Other State Revenues," in the amount of $700.00

INCREASE ACCOUNT 54610-199, entitled "Other Per Diems and Fees," in the amount of $700.00

This transfer is to put money received from the state for reimbursement for death investigations.

AG EXTENSION

INCREASE ACCOUNT 57100-204, "State Retirement," in the amount of $1,935.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of $1,935.00

This transfer is to put into the budget additional retirement expense that was omitted in the original budget.

COVID

DECREASE REVENUE ACCOUNT 47301, entitled "COVID – Grant #1," in the amount of $50,000.00

DECREASE REVENUE ACCOUNT 47302, entitled "COVID – Grant #2," in the amount of $191,676.00

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Revenues," in the amount of $241,676.00

This transfer is to reclassify grant funds that are not COVID related but may be used for some COVID expenses.

INCREASE REVENUE ACCOUNT 47301, entitled "COVID – Grant #1," in the amount of $485,370.00

INCREASE ACCOUNT 58801-599, entitled "COVID Grant #1 - Other Charges," in the amount of $485,370.00

This transfer is to put into the budget the CARES Act Grant.

INCREASE REVENUE ACCOUNT 47302, entitled "COVID – Grant #2," in the amount of $30,000.00

INCREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of $30,000.00

This transfer is to put into the budget the CARES Act Part 4 Operational Expenses – Airport Grant.

INCREASE REVENUE ACCOUNT 47303, entitled "COVID – Grant #3," in the amount of $29,810.00

INCREASE ACCOUNT 58803-599, entitled "COVID Grant #3 – Other Charges," in the amount of $29,810.00

This transfer is to put into the budget the COVID CARES grant for elections.

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

PASSED 9-21-2020

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED 9-21-2020

BRENT GREER
COUNTY MAYOR

RESOLUTION #2A-9-20

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 2020-2021

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2020, adopted the budget for the Henry County General Fund for fiscal 2020-2021; 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 21st day of September 2020, 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:

AIRPORT

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of $4,320.00

INCREASE ACCOUNT 58220-702, entitled "Airport Improvements," in the amount of $4,320.00

This transfer is to put money received from a grant in to the budget.

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

PASSED 9-21-2020

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED 9-21-2020

BRENT GREER
COUNTY MAYOR

RESOLUTION #3-9-20

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY SOLID WASTE FUND FOR FISCAL 2020-2021

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2020, adopted the budget for the Henry County Solid Waste Fund for fiscal 2020-2021; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 21st day of September 2020, a majority or more of said membership concurring, that the budget for the Henry County Solid Waste Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 55751-336, entitled "Repair & Maintenance - Equipment," in the amount of $13,481.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of $13,481.00

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

PASSED 9-21-2020

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED 9-21-2020

BRENT GREER
COUNTY MAYOR

RESOLUTION #4-9-20

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL PURPOSE SCHOOL FUND FOR FISCAL 2020-2021

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2020, adopted the budget for the Henry County General Purpose School Fund for fiscal 2020-2021; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 21st day of September 2020, a majority or more of said membership concurring, that the budget for the Henry County General Purpose School Fund be and hereby is amended as follows, to-wit:

General Purpose School Fund				Debit	Credit
Increase Revenue					
44570		254	DARE		$3,000.00
46515		130	Voluntary Pre K		$4,382.01
44570		122	Plus Endowment		$29,000.00
Decrease Reserve					
34555			Board Member Project		$2,163.77
34555		510	FRC Benevolence		$15,000.00
34555		153	Reserve for Attendance/Truancy		$1,250.09
34785			Reserved for Debt Service/Capital		$190,000.00
34785		325	Reserved for Capital		$783,807.68
Decrease Revenue					
46511			BEP Funds	$7,000.00	
Increase Expenditure Account					
71100	722	122	Equipment	$29,000.00	
71100	429	120	Board Reading	$633.77	
71100	599	254	DARE	$3,000.00	
72110	189	154	Other Salaries	$1,060.00	
72130	599	120	Board Project for Scholarship	$1,530.00	
72210	201	154	Social Security for above	$65.72	
72210	204	154	Retirement	$109.00	
72210	212	154	Medicare for above	$15.37	

73300	599	510	FRC Benevolence	$15,000.00
73400	212	130	Medicare	$2,291.76
73400	217	130	Hybrid Stabilization	$800.00
73400	355	130	Travel-Local	$143.25
73400	429	130	Instructional Materials	$1,100.00

Account Number Description
General Purpose School Fund

Increase Expenditure Account				**Debit**	**Credit**
73400	722	130	Instructional Equipment	$400.00	
72620	717		Equipment	$40,000.00	
76100	799		Other Capital	$150,000.00	
76100	799	325	Capital Projects	$783,807.68	
Decrease Expenditure Account					
72210	105		Supervisor/Director		$7,000.00
73400	524	130	Staff Development		$353.00
				$1,035,956.55	**$1,035,956.55**

**** Yellow highlight is an additional Yearend Reserve Fund Adjustment approved in FY 20 and postponed due to COVID-19.*

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

PASSED 9-21-2020

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED 9-21-2020

BRENT GREER
COUNTY MAYOR

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

Commissioner Starks made a motion to approve Resolution 5-9-20, to enter into a Broadband study agreement between Henry County, Tennessee and West Kentucky and Tennessee Telecommunications Cooperative, Inc. Commissioner Williams seconded the motion.

ITEM NO. 11

		ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN
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		
NEAL, PAUL						X		
STARKS, MONTE				X		X		
TRAVIS, JAMES						X		
VISSER, MARTY						X		
WEBB, DAVID						X		
WILLIAMS, DREW					X	X		
TOTAL						15		

MOTION CARRIED

DATE : 9-21-2020

RESOLUTION NO. 5-9-20

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO ENTER INTO A BROADBAND STUDY AGREEMENT BETWEEN HENRY COUNTY, TENNESSEE AND WEST KENTUCKY AND TENNESSEE TELECOMMUNICATIONS COOPERATIVE, INC.

WHEREAS, Henry County finds it essential to and in the best interest of its citizens to enter into a contract with West Kentucky and Tennessee Telecommunications Cooperative, Inc. for the purpose of conducting an engineering study on the feasibility of constructing and operating a broadband network in Henry County Tennessee; and

WHEREAS, because of the complexity and the financial feasibility, it is determined that such a study is necessary for both parties; and

WHEREAS, the term of this agreement shall be for two years from the effective date and exclusive between the two parties; and

WHEREAS, the estimated cost of the study is $40,000, the County of Henry agrees to contribute $20,000 or one half (50%) of the study should it be less than $40,000; and

WHEREAS, the Broadband Study Agreement is attached as Exhibit A of this agreement; and

WHEREAS, it is necessary for the Board of Commissioners of Henry County, Tennessee to empower, authorize, and direct the County Mayor to act as agent for Henry County to enter into the agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 21st day of September, 2020, a majority or more of the membership concurring, does hereby empower, authorize, and direct the County Mayor to enter into a broadband study agreement with West Kentucky and Tennessee Telecommunications Cooperative, Inc.

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

PASSED 9-21-20

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED 9-21-20

BRENT GREER
HENRY COUNTY MAYOR

BROADBAND STUDY AGREEMENT

This Broadband Study Agreement ("Agreement") is entered into this ___ day of _____, 2020 ("Effective Date") by and between Henry County, Tennessee (hereinafter "the County" or "Henry County") and West Kentucky and Tennessee Telecommunications Cooperative, Inc. (hereinafter "WK&T"), having an office at 100 WK&T Technology Dr., Mayfield, Kentucky 42066. Henry County and WK&T are sometimes referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, WK&T desires to conduct an engineering study of whether or not it is feasible to construct and operate a broadband network in Henry County that will enable WK&T to provide upon request and where economically feasible broadband internet access service to any and every residence and business within the County, not in city limits of Paris and not in WK&T territory today; and

WHEREAS, because of the rural character of Henry County and the high cost of determining whether it is feasible to construct and operate a broadband network throughout the County, Henry County desires to enter into this Agreement for the purpose of contributing to the cost of such a study.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

1. Definitions

1.1 WK&T's broadband network refers to fiber optic cables and related equipment used by WK&T to provide broadband internet access service and includes a Network Termination Device ("NTD"), such as an Optical Network Terminal or other similar device, located on the premises of each customer who subscribes to WK&T's broadband internet access service.

2. Scope of Agreement

2.1 This information will aid in both parties to whether it is feasible for WK&T to offer broadband internet access service throughout the County.

2.2 WK&T will conduct an engineering study to determine the cost of providing broadband internet access service to subscribers throughout the County.

2.3 The term of the Agreement shall be two (2) years, beginning on the Effective Date. During the term of the Agreement, the County will not enter into a similar arrangement with another provider of internet broadband access. During this time, both parties will explore grant and other funding avenues.

2.4 WK&T will provide a summary copy of the engineering study as well as a first draft to the County upon its completion. Both parties understand that this draft is not a final document and that many revisions will occur. This engineering study will be used only for the

purpose of pursuing the joint initiative of providing broadband connectivity throughout the underserved portion of Henry County.

3. Payment

3.1 The County will contribute one half of the cost of the engineering study up to a maximum of $20,000.00 and WK&T will pay for the remaining balance.

4. Indemnification and Limitation of Liability

4.1 WK&T hereby indemnifies and holds harmless the County against any and all liability or claims arising out of or pertaining in any way to the performance of WK&T's obligations under this Agreement.

4.2 In all instances in which WK&T ("Indemnitor") is obligated to indemnify the County ("Indemnitee") as provided for in this Agreement, (i) Indemnitee shall give Indemnitor written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Indemnitee as a basis for such obligation, which notice shall be given immediately after Indemnitee becomes aware thereof, (ii) Indemnitor shall have the sole right to control the defense of such matter and the sole right to determine the disposition of such matter; however, the Indemnitor will not enter into any settlement that imposes any liability or obligation on the Indemnitee without the Indemnitee's prior written consent, and (iii) Indemnitee shall furnish such available information and assistance as may be required by the Indemnitor to assist in disposition of such matter and no disposition or settlement shall be made by Indemnitee of any matter for which a claim or indemnification or to be held harmless will be made, without the prior written consent of Indemnitor, which shall not be unreasonably withheld, delayed or denied.

4.3 Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its respective obligations or breach of its respective representations hereunder, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), or claims of licensees, in each case whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other Party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

5. Force Majeure

5.1 The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor problems, accident, acts of God, fire, the Covid-19 pandemic, flood, adverse weather conditions, material or facility shortages or unavailability not resulting from such Party's failure to timely place order therefore, lack of transportation, governmental codes, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, war or civil

disorder, acts of terrorism, labor shortages resulting from reserve or active military status or employees or contractors or any other cause beyond the reasonable control of either Party.

6. Notice

6.1 All notices under this Agreement shall be in writing and shall be deemed to have been given: if by mail, three (3) days after deposit in the U.S. Mail, Certified Mail, Postage Prepaid, Return Receipt Requested; if by overnight courier, one (1) day after delivery to an overnight courier service, fee prepaid, and addressed as provided as follows:

If to West Kentucky and Tennessee Telecommunications Cooperative:

WK&T Telecommunications Coop
100 WK&T Technology Dr.
Mayfield, KY 42066

If to Henry County:

Henry County Courthouse
101 E Washington St. #100
Paris, TN 38242
Phone: 731-642-2412

7. Assignment; Succession

7.1 Neither Party shall assign this Agreement, or its rights, licenses or obligations hereunder to any third Party without the express written consent of the other Party, which consent shall not be unreasonably conditioned or withheld. Notwithstanding the foregoing, WK&T may assign or transfer this Agreement to a legal successor to this Agreement. For purposes of this Agreement, the term "legal successor" shall include an affiliate, subsidiary, parent company, or purchaser of all or substantially all of WK&T's assets. In the event WK&T assigns or transfers this Agreement to a legal successor, it shall so notify the County within three (3) days of the assignment. Any assignee for which such consent may be granted shall be subject to all terms and conditions of this Agreement.

7.2 This Agreement, and each of the Parties, respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and permitted assigns.

8. Governing Law

8.1 The rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of Tennessee.

9. Entire Agreement

9.1 This Agreement, shall constitute the entire agreement between the Parties hereto with respect hereto and collectively constitute the entire agreement and supersede all agreements previous to this Agreement with regard hereto, whether written or oral, between WK&T and the County. This Agreement may not be amended or otherwise altered except by written agreement between the Parties hereto.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date(s) recorded below.

West Kentucky and Tennessee Rural Telecommunications Cooperative, Inc.	Henry County
By:_____	By:_____
Name:_____	Name: Brent Breer
Title:_____	Title: Mayor
Date:_____	Date: 9/22/2020

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

A motion was made by Commissioner Jones and seconded by Commissioner Dell Carter to approve Resolution 6-9-20, to provide up to $3 million dollars in match funding for Broadband grant.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY					X			
BRADLEY, WESLEY					X			
CARTER, DELL				X	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 : 9-21-2020

RESOLUTION NO. 06-09-20

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS TO PROVIDE UP TO $3 MILLION DOLLARS IN MATCH FUNDING FOR BROADBAND GRANT

WHEREAS, the legislative body of Henry County, Tennessee, having committed itself to the improvement of the community that it represents, wishes to authorize West Kentucky and Tennessee Telecommunications Cooperative, Inc. (hereinafter "WK&T") to make application for the purpose of providing broadband access to an unserved area of Henry County; and

WHEREAS, having determined proper eligibility by Tennessee Broadband Accessibility Grant program guidelines, said governing body wishes to make application for at least $2,000,000 in grant funds to implement the aforementioned improvements and will commit funds in the amount of up to $3,000,000 provided by Henry County Government with the remaining balance of the project to be funded by WK&T and grant funding as provided in the form agreement attached as ***Exhibit A*** hereto; and

WHEREAS, emergency purchases are exempt from competitive bidding requirements, and Henry County is current under a local state of emergency pursuant to Order of the Henry County Mayor due to the Coronavirus Disease 2019 (COVID-19) pandemic; and

WHEREAS, the Governor of Tennessee has issued Executive Order No. 36 declaring a state of emergency throughout the State due to "the effects of the Coronavirus Disease 2019 (COVID-19) pandemic, which includes serious respiratory illnesses, deaths, and profound disruption and challenges locally and worldwide in terms of employment, commerce, healthcare services and otherwise.

WHEREAS, the Henry County Office the Mayor has declared, "Broadband access is more important than ever as many Tennesseans have been instructed to stay home from work and school as a result of the COVID-19 pandemic."

WHEREAS, broadband access is critically important to the citizens of Henry County due to the Coronavirus Disease 2019 (COVID-19) pandemic and associated "safer at home" orders; medical quarantines; the expansion of telecommuting and "working from home"; and the widespread use of virtual education to deliver public and private primary, secondary, and post-secondary education.

WHEREAS, as stated in T.C.A. § 7-59-315(b)(2), the Tennessee General Assembly has declared that "broadband Internet service be deployed throughout the state as expeditiously as possible" and that "it is in the public interest that broadband Internet service be made available in unserved areas through means of …public private partnerships."

WHEREAS, there is grant availability through the Tennessee Emergency Broadband Fund and otherwise for the construction of broadband networks in underserved areas; and

WHEREAS, WK&T already provides broadband service in Henry County and has the capability to construct in a short period of time a broadband network in Henry County that will enable WK&T to provide upon request broadband internet access service in unserved areas of the County.

NOW, THEREFORE BE IT RESOLVED by the governing body of Henry County, Tennessee, meeting in regular session on this the 21st day of September, 2020, that the Mayor of Henry County is authorized to sign an application for the Tennessee Broadband Accessibility funds, to commit local matching funds to the proposed project, and to sign all necessary assurances, agreements, or contracts required for recipients of Tennessee Broadband

Accessibility funds, and further, that the Mayor of Henry County is authorized to sign the agreement attached as ***Exhibit A*** hereto.

BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Henry County, Tennessee, which are in conflict with this resolution are hereby repealed.

BE IT FINALLY RESOLVED that this resolution take effect from and after it passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

PASSED 9-21-2020

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED 9-21-2020

BRENT GREER
HENRY COUNTY MAYOR

EXHIBIT A to Henry County Commission Resolution 6-9-20

AGREEMENT TO PROVIDE MATCH FUNDING FOR BROADBAND GRANT

This Agreement to Provide Broadband Access to an Unserved Area of Henry County ("Agreement") is entered into this day of_____, 2020 ("Effective Date") by and between Henry County, Tennessee ("the County") and West Kentucky and Tennessee Telecommunications Cooperative, Inc. ("WK&T"), having an office at 100 WK&T Technology Drive, Mayfield, Kentucky 42066. Henry County and WK&T are sometimes referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, emergency purchases are exempt from competitive bidding requirements, and Henry County is current under a local state of emergency pursuant to Order of the Henry County Mayor due to the Coronavirus Disease 2019 (COVID-19) pandemic.

WHEREAS, the Governor of Tennessee has issued Executive Order No. 36 declaring a state of emergency throughout the State due to "the effects of the Coronavirus Disease 2019 (COVID-19) pandemic, which includes serious respiratory illnesses, deaths, and profound disruption and challenges locally and worldwide in terms of employment, commerce, healthcare services and otherwise.

WHEREAS, the Henry County Office the Mayor has declared, "Broadband access is more important than ever as many Tennesseans have been instructed to stay home from work and school as a result of the COVID-19 pandemic."

WHEREAS, broadband access is critically important to the citizens of Henry County due to the Coronavirus Disease 2019 (COVID-19) pandemic and associated "safer at home" orders; medical quarantines; the expansion of telecommuting and "working from home"; and the widespread use of virtual education to deliver public and private primary, secondary, and post-secondary education.

WHEREAS, as stated in T.C.A. § 7-59-315(b)(2), the Tennessee General Assembly has declared that "broadband Internet service be deployed throughout the state as expeditiously as possible" and that "it is in the public interest that broadband Internet service be made available in unserved areas through means of ...public private partnerships."

WHEREAS, there is grant availability through the Tennessee Broadband Accessibility Grant for the construction of broadband networks in underserved areas; and WHEREAS, WK&T already provides broadband service in Henry County and has the capability to construct in a short period of time a broadband network in Henry County that will enable WK&T to provide upon request broadband internet access service in unserved areas of the County.

WHEREAS, the County desires to make available as soon as possible broadband internet access service that will improve access to and use of broadband service by Community Anchor Institutions ("CAIs") such as public safety agencies, schools, libraries, medical and healthcare providers, community colleges and other institutions of higher education, and other community support organizations and agencies, including charitable and faith-based institutions, that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low income, the unemployed, the aged, and students who would not otherwise have access to high speed internet service.

WHEREAS, because of the rural character of Henry County and the high cost per customer of constructing and operating a broadband network in a lightly populated area, the County desires to purchase broadband internet access service for the benefit and use of participating CAIs in unserved areas of the county.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

1. Definitions

1.1 "WK&T's broadband network" refers to fiber optic cables and related equipment used by WK&T to provide broadband internet access service and includes a Network Termination Device ("NTD"), such as an Optical Network Terminal or other similar device, located on the premises of each customer.

1.2 "Community Anchor Institutions" as used herein refers to those entities described in the "Whereas" clauses of this Agreement and is intended to be consistent with the meaning of "community anchor institutions" in federal law, as amended, as interpreted and applied by the Federal Communications Commission and the Universal Service Administrative Co. Connect America Fund et al., "Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663, 17700-01, paragraph 102, n. 163 (Nov. 18, 2011); see 47 U.S.C. § 1305(b)(3) and (4).

1.3 "Participating CAIs" refers to Community Anchor Institutions selected by Henry County that are located in the designated unserved area and that subscribe to broadband internet access services offered by WK&T pursuant to this Agreement.

1.4 An "unserved area" is a designated geographic area within Henry County in which residents are without fixed, terrestrial broadband service offering at least download speeds of twenty-five megabits per second (25 Mbps) and upload speeds of three megabits per second (3 Mbps) or at higher speeds as may be subsequently determined by the administrator of the Tennessee broadband accessibility fund pursuant to T.C.A. § 4-3-708.

2. Scope of Agreement

2.1 This Agreement sets forth the terms by which WK&T will offer broadband internet access service to Participating CAIs and other customers in the unserved area.

2.2 The County and WK&T will mutually designate a minimum of 3 and up to 10 CAIs, depending on need, in the unserved area that are eligible to participate in this program. Each Participating CAI must sign a service contract agreeing to receive service for a minimum of 24 months.

2.3 Once a sufficient number of Participating CAIs as determined by WK&T have signed service contracts, WK&T, upon obtaining all required authorizations, shall use its best efforts to construct as soon as is reasonably possible a broadband network that enables WK&T to provide broadband internet access service to each Participating CAI and, where economically feasible as determined by WK&T, to any requesting business and residential customer in the unserved area. Service to Participating CAIs will be provided at no charge but otherwise in accordance with the terms and conditions of WK&T's standard contract for comparable broadband service. If requested by a Participating CAI, the service contract may also include a provision setting forth the hours when broadband service will be provided at that location.

2.4 WK&T also agrees to install and maintain during the term of this Agreement a broadband network capable of providing internet access to at least 1,000 residences which are located in currently in unserved areas of Henry County. The specific unserved areas must be FCC-eligible and approved by the State of Tennessee as part of the grant approval process referenced in the section of this Agreement captioned "Condition Precedent."

2.5 The term of the Agreement shall be 30 years, beginning on the Effective Date.

3. Condition Precedent

3.1 In order to insure that WK&T has the necessary funds to construct and operate a broadband network capable of providing broadband internet access to each of the Participating CAI's as described in Section 2.3, WK&T must obtain a grant in the amount of two million dollars ($2,000,000.00) from the Tennessee Broadband Accessibility Grant to partially fund the construction of the network contemplated in this Agreement. WK&T shall apply for said grant as soon as possible upon execution of this Agreement. Should WK&T fail to be awarded such grant, this Agreement is null and void. Grant award recipients are currently anticipated to be announced in February 2021 (it is understood by the parties that this announcement could be delayed). WK&T shall have no obligation to begin performance of this contract unless and until it receives this grant.

32 Should the grant award be an amount less than the $2,000,000 applied for, and should both parties agree to accept the grant offer, Henry County and WK&T will do so in writing. The reduction in grant funds will be applied proportionately to Henry County's $3,000,000

financial commitment and to WK&T's financial commitment for any balance of the project beyond the $3,000,000 from the county and the revised grant award.

4. Payment

4.1 In consideration for providing broadband internet access service at no charge to all Participating CAIs in the designated unserved area as described in Section 2.3, the County shall pay to WK&T ONE of the following at County's option; EITHER:

4.1.1 *Lump Sum Payment.* County shall pay a lump sum of $3,000,000.00 in consideration for the entire 30-year term of the Agreement. This payment shall be due within 90 days of the date when both (a) WK&T begins providing service to all Participating CAI and (b) at least 1,000 residences which had previously been unserved or underserved have capability of being connected to the WK&T broadband network (it shall not be necessary that they have actually subscribed and connected to the WK&T service).

OR

4.1.2 *Installment Payments.* County shall pay installment payments of $196,210 per year for the entire 30-year term of the Agreement. The first payment shall be due 30 days following the date when both (a) WK&T begins providing service to all Participating CAI and (b) at least 1,000 residences which had previously been unserved or underserved have capability of being connected to the WK&T broadband network (it shall not be necessary that they have actually subscribed and connected to the WK&T service). Each subsequent payment shall be due on the anniversary date of the first payment until a total of 30 payments have been made.

4.2 WK&T will continue to seek out and pursue other grant/funding opportunities at both the state and federal levels. Should WK&T secure funding for this project other than the above mentioned in Section 3.2, those funds will be applied to proportionately reduce both Henry County's $3,000,000 financial commitment and WK&T's financial commitment for any balance of the project beyond Henry County's $3,000,000 financial commitment plus grant funding.

5. Warranties

5.1 WK&T warrants the equipment, installation and operation of the broadband network and related equipment, including the NTDs.

6. Indemnification and Limitation of Liability

6.1 WK&T hereby indemnifies and holds harmless the County against any and all liability or claims arising out of or pertaining in any way to the performance of WK&T's obligations under this Agreement.

6.2 In all instances in which WK&T ("Indemnitor") is obligated to indemnify the County ("Indemnitee") as provided for in this Agreement, (i) Indemnitee shall give Indemnitor written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Indemnitee as a basis for such obligation, which notice shall be given immediately after Indemnitee becomes aware thereof, (ii) Indemnitor shall have the sole right to control the defense of such matter and the sole right to determine the disposition of such matter; however, the Indemnitor will not enter into any settlement that imposes any liability or obligation on the Indemnitee without the Indemnitee's prior written consent, and (iii) Indemnitee shall furnish such available information and assistance as may be required by the Indemnitor to assist in disposition of such matter and no disposition or settlement shall be made by Indemnitee of any matter for which a claim or indemnification or to be held harmless will be made, without the prior written consent of Indemnitor, which shall not be unreasonably withheld, delayed or denied.

63 Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its respective obligations or breach of its respective representations hereunder, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), or claims of licensees, in each case whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other Party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

7. Force Majeure

7.1 The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor problems, accident, acts of God, the Covid-19 pandemic, fire, flood, adverse weather conditions, material or facility shortages or unavailability not resulting from such Party's failure to timely place order therefore, lack of transportation, governmental codes, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, war or civil disorder, acts of terrorism, labor shortages resulting from reserve or active military status or employees or contractors or any other cause beyond the reasonable control of either Party.

8. Notice

8.1 All notices under this Agreement shall be in writing and shall be deemed to have been given: if by mail, three (3) days after deposit in the U.S. Mail, Certified Mail, Postage Prepaid, Return Receipt Requested; if by overnight courier, one (1) day after delivery to an overnight courier service, fee prepaid, and addressed as provided as follows:

If to West Kentucky and Tennessee Telecommunications Cooperative:

WK&T Telecommunications Coop
100 WK&T Technology Dr.
Mayfield, KY 42066

If to Henry County:

_____
_____
_____
_____
_____

9. Assignment; Succession

9.1 Neither Party shall assign this Agreement, or its rights, licenses or obligations hereunder to any third Party without the express written consent of the other Party, which consent shall not be unreasonably conditioned or withheld. Notwithstanding the foregoing, WK&T may assign or transfer this Agreement to a legal successor to this Agreement. For purposes of this Agreement, the term "legal successor" shall include an affiliate, subsidiary, parent company, or purchaser of all or substantially all of WK&T's assets. In the event WK&T assigns or transfers this Agreement to a legal successor, it shall so notify the County within three (3) days of the assignment. Any assignee for which such consent may be granted shall be subject to all terms and conditions of this Agreement.

9.2 This Agreement, and each of the Parties, respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and permitted assigns.

10. Governing Law

The rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of Tennessee.

11. Entire Agreement

This Agreement, shall constitute the entire agreement between the Parties hereto with respect hereto and collectively constitute the entire agreement and supersede all agreements previous to this Agreement with regard hereto, whether written or oral, between WK&T and the County. This Agreement may not be amended or otherwise altered except by written agreement between the Parties hereto.

SIGNATURES ON NEXT PAGE

EXHIBIT A to Henry County Commission Resolution 6-9-20

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date(s) recorded below.

West Kentucky and Tennessee Rural Telecommunications Cooperative, Inc.	Henry County
By:_____	By: [signature]
Name:_____	Name: Brent Greer
Title:_____	Title: Mayor
Date:_____	Date: 9/22/2020

214965-301001
4845-2683-5647.1

214965-301001
4845-2683-5647.1

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

Commissioner Greg Carter made a motion to approve Resolution 7-9-20, to provide Broadband access to underserved areas of Henry County. Commissioner Williams seconded the motion.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY					X			
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG			X		X			
COPELAND, JAMES					X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH					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	X			
TOTAL					15			

MOTION CARRIED

DATE : 9-21-2020

RESOLUTION NO. 07-09-20

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS TO PROVIDE BROADBAND ACCESS TO UNDERSERVED AREAS OF HENRY COUNTY

WHEREAS, the legislative body of Henry County, Tennessee, having committed itself to the improvement of the community that it represents, wishes to authorize West Kentucky and Tennessee Telecommunications Cooperative, Inc. (hereinafter "WK&T") to providing internet access to currently underserved areas of Henry County; and

WHEREAS, emergency purchases are exempt from competitive bidding requirements, and Henry County is current under a local state of emergency pursuant to Order of the Henry County Mayor due to the Coronavirus Disease 2019 (COVID-19) pandemic; and

WHEREAS, the Governor of Tennessee has issued Executive Order No. 36 declaring a state of emergency throughout the State due to the effects of the Coronavirus Disease 2019 (COVID-19) pandemic, which includes serious respiratory illnesses, deaths, and profound disruption and challenges locally and worldwide in terms of employment, commerce, healthcare services and otherwise.

WHEREAS, the Henry County Office the Mayor has declared, "Broadband access is more important than ever as many Tennesseans have been instructed to stay home from work and school as a result of the COVID-19 pandemic."

WHEREAS, broadband access is critically important to the citizens of Henry County due to the Coronavirus Disease 2019 (COVID-19) pandemic and associated "safer at home" orders; medical quarantines; the expansion of telecommuting and "working from home"; and the widespread use of virtual education to deliver public and private primary, secondary, and post-secondary education.

WHEREAS, as stated in T.C.A. § 7-59-315(b)(2), the Tennessee General Assembly has declared that "broadband Internet service be deployed throughout the state as expeditiously as possible" and that "it is in the public interest that broadband Internet service be made available in unserved areas through means of ...public private partnerships."

WHEREAS, WK&T has obtained a grant to assist in funding the project contemplated by this Resolution and will commit to funding the balance of the project cost over and above the grant and Henry County's **$30,000.00** contribution; and

WHEREAS, WK&T already provides broadband service in Henry County and has the capability to construct in a short period of time a broadband network in

Henry County that will enable WK&T to provide upon request broadband internet access service in unserved areas of the County.

NOW, THEREFORE BE IT RESOLVED by the governing body of Henry County, Tennessee, meeting in regular session on this the 21st day of September, 2020, that the Mayor of Henry County is authorized to sign the agreement attached as ***Exhibit A*** hereto, to commit funds in the amount of **$30,000.00** to the proposed project, and to sign all necessary assurances, agreements, or contracts required for the project.

BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Henry County, Tennessee, which are in conflict with this resolution are hereby repealed.

BE IT FINALLY RESOLVED that this resolution take effect from and after it passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

PASSED 9-21-20

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

Donna Craig

DONNA CRAIG
COUNTY CLERK

APPROVED 9-21-20

BRENT GREER
HENRY COUNTY MAYOR

AGREEMENT TO PROVIDE BROADBAND ACCESS TO AN UNSERVED AREA OF HENRY COUNTY

This Agreement to Provide Broadband Access to an Unserved Area of Henry County ("Agreement") is entered into this ___ day of _____, 2020 ("Effective Date") by and between Henry County, Tennessee ("the County") and West Kentucky and Tennessee Telecommunications Cooperative, Inc. ("WK&T"), having an office at 100 WK&T Technology Drive, Mayfield, Kentucky 42066. Henry County and WK&T are sometimes referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, emergency purchases are exempt from competitive bidding requirements, and Henry County is current under a local state of emergency pursuant to Order of the Henry County Mayor due to the Coronavirus Disease 2019 (COVID-19) pandemic.

WHEREAS, the Governor of Tennessee has issued Executive Order No. 36 declaring a state of emergency throughout the State due to "the effects of the Coronavirus Disease 2019 (COVID-19) pandemic, which includes serious respiratory illnesses, deaths, and profound disruption and challenges locally and worldwide in terms of employment, commerce, healthcare services and otherwise.

WHEREAS, the Henry County Office the Mayor has declared, "Broadband access is more important than ever as many Tennesseans have been instructed to stay home from work and school as a result of the COVID-19 pandemic."

WHEREAS, broadband access is critically important to the citizens of Henry County due to the Coronavirus Disease 2019 (COVID-19) pandemic and associated "safer at home" orders; medical quarantines; the expansion of telecommuting and "working from home"; and the widespread use of virtual education to deliver public and private primary, secondary, and post-secondary education.

WHEREAS, as stated in T.C.A. § 7-59-315(b)(2), the Tennessee General Assembly has declared that "broadband Internet service be deployed throughout the state as expeditiously as possible" and that "it is in the public interest that broadband Internet service be made available in unserved areas through means of …public private partnerships."

WHEREAS, WK&T has already obtained a grant to assist in paying for the construction of broadband networks in underserved areas in Henry County, Tennessee, as contemplated in this Agreement; and

WHEREAS, WK&T already provides broadband service in Henry County and has the capability to construct in a short period of time a broadband network in Henry County that will enable WK&T to provide upon request broadband internet access service in unserved areas of the County.

WHEREAS, the County desires to make available as soon as possible broadband internet access service that will improve access to and use of broadband service by Community Anchor Institutions ("CAIs") such as public safety agencies, schools, libraries, medical and healthcare providers, community colleges and other institutions of higher education, and other community

support organizations and agencies, including charitable and faith-based institutions, that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low income, the unemployed, the aged, and students who would not otherwise have access to high speed internet service.

WHEREAS, because of the rural character of Henry County and the high cost per customer of constructing and operating a broadband network in a lightly populated area, the County desires to purchase broadband internet access service for the benefit and use of participating CAIs in unserved areas of the county.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

1. Definitions

1.1 "WK&T's broadband network" refers to fiber optic cables and related equipment used by WK&T to provide broadband internet access service and includes a Network Termination Device ("NTD"), such as an Optical Network Terminal or other similar device, located on the premises of each customer.

1.2 An "unserved area" is a designated geographic area within Henry County in which residents are without fixed, terrestrial broadband service offering at least download speeds of twenty-five megabits per second (25 Mbps) and upload speeds of three megabits per second (3 Mbps) or at higher speeds as may be subsequently determined by the administrator of the Tennessee broadband accessibility fund pursuant to T.C.A. § 4-3-708.

2. Scope of Agreement

2.1 WK&T will install a broadband network capable of providing internet access to at least 350 residences located in currently underserved areas of Henry County (the specific unserved areas must be FCC-eligible and approved by the State of Tennessee as part of the grant obtained by WK&T to assist in funding installation of the network contemplated in this agreement).

2.2 WK&T will provide 3 months of broadband internet service at no cost to any of such 350 residences which elect to receive the service.

3. Payment

3.1 The County will make a one-time payment of $30,000.00 to WK&T due within 30 days of the date that the network to be installed pursuant to this Agreement (i.e., the date on which WK&T broadband internet service is available to at least 350 residences located in currently underserved areas of Henry County).

4. Indemnification and Limitation of Liability

4.1 WK&T hereby indemnifies and holds harmless the County against any and all liability or claims arising out of or pertaining in any way to the performance of WK&T's obligations under this Agreement.

4.2 In all instances in which WK&T ("Indemnitor") is obligated to indemnify the County ("Indemnitee") as provided for in this Agreement, (i) Indemnitee shall give Indemnitor written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Indemnitee as a basis for such obligation, which notice shall be given immediately after Indemnitee becomes aware thereof, (ii) Indemnitor shall have the sole right to control the defense of such matter and the sole right to determine the disposition of such matter; however, the Indemnitor will not enter into any settlement that imposes any liability or obligation on the Indemnitee without the Indemnitee's prior written consent, and (iii) Indemnitee shall furnish such available information and assistance as may be required by the Indemnitor to assist in disposition of such matter and no disposition or settlement shall be made by Indemnitee of any matter for which a claim or indemnification or to be held harmless will be made, without the prior written consent of Indemnitor, which shall not be unreasonably withheld, delayed or denied.

4.3 Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its respective obligations or breach of its respective representations hereunder, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), or claims of licensees, in each case whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other Party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

5. Force Majeure

5.1 The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor problems, accident, acts of God, fire, the Covid-19 pandemic, flood, adverse weather conditions, material or facility shortages or unavailability not resulting from such Party's failure to timely place order therefore, lack of transportation, governmental codes, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, war or civil disorder, acts of terrorism, labor shortages resulting from reserve or active military status or employees or contractors or any other cause beyond the reasonable control of either Party.

6. Notice

6.1 All notices under this Agreement shall be in writing and shall be deemed to have been given: if by mail, three (3) days after deposit in the U.S. Mail, Certified Mail, Postage Prepaid, Return Receipt Requested; if by overnight courier, one (1) day after delivery to an overnight courier service, fee prepaid, and addressed as provided as follows:

If to West Kentucky and Tennessee Telecommunications Cooperative:

WK&T Telecommunications Coop
100 WK&T Technology Dr.
Mayfield, KY 42066

If to Henry County:

Henry County Courthouse
101 E Washington St. #100
Paris, TN 38242
Phone: 731-642-2412

7. Assignment; Succession

7.1 Neither Party shall assign this Agreement, or its rights, licenses or obligations hereunder to any third Party without the express written consent of the other Party, which consent shall not be unreasonably conditioned or withheld. Notwithstanding the foregoing, WK&T may assign or transfer this Agreement to a legal successor to this Agreement. For purposes of this Agreement, the term "legal successor" shall include an affiliate, subsidiary, parent company, or purchaser of all or substantially all of WK&T's assets. In the event WK&T assigns or transfers this Agreement to a legal successor, it shall so notify the County within three (3) days of the assignment. Any assignee for which such consent may be granted shall be subject to all terms and conditions of this Agreement.

7.2 This Agreement, and each of the Parties, respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and permitted assigns.

8. Governing Law

8.1 The rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of Tennessee.

9. Entire Agreement

9.1 This Agreement, shall constitute the entire agreement between the Parties hereto with respect hereto and collectively constitute the entire agreement and supersede all agreements previous to this Agreement with regard hereto, whether written or oral, between WK&T and the County. This Agreement may not be amended or otherwise altered except by written agreement between the Parties hereto.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date(s) recorded below.

West Kentucky and Tennessee Rural Telecommunications Cooperative, Inc.	Henry County
By:_____	By: [signature]
Name:_____	Name: Brent Greer
Title:_____	Title: Mayor
Date:_____	Date: 9/22/2020

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

A motion was made by Commissioner Jones and seconded by Commissioner Starks to approve Resolution 8-9-20, to authorize the first amendment to the Economic Impact Plan originally adopted on Resolution 1-12S-19 for the VRL Hotels Economic Development Plan Area.

ITEM NO. 14

	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		X			
KYLE, KREG					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 : 9-21-2020

RESOLUTION NO. 8-9-20

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE THE FIRST AMENDMENT TO THE ECONOMIC IMPACT PLAN ORIGINALLY ADOPTED ON RESOLUTION #1-12S-19 FOR THE VRL HOTELS ECONOMIC DEVELOPMENT PLAN AREA

THIS FIRST AMENDMENT TO PLAN (hereinafter "Amendment") is made and entered into as of the 2nd day of September, 2020 (the "Effective Date"), by and among THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PARIS, TENNESSEE, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the "Board"), and CITY OF PARIS, TENNESSEE (the "City") and HENRY COUNTY, TENNESSEE (the County").

W I T N E S S E T H:

WHEREAS, the Board approved, after a public hearing, an economic impact plan entitled "The Industrial Development Board of the City of Paris, Tennessee, Economic Impact Plan for the VRL Hotels Economic Development Plan Area" (the "Plan"), and thereafter the Plan was approved by the Board of Commissioners of the City and the County Commission of the County (the Plan is incorporated herein by reference, and capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning assigned to such terms in the Plan); and

WHEREAS, the Board desires to amend the Plan to change the first allocation of the Available Increment from calendar year 2021 to calendar year 2022, and the City and the County desire to approve said amendment pursuant hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Board and the Company hereby agree as follows:

1. Change of Date. Each and every reference to the year "2021" in the Plan is hereby changed to and replaced with a reference to the year "2022," it being agreed and understood that the allocation of the Available Increment under the Plan shall begin in calendar year 2022.

2. Full Force and Effect. The Plan is and shall remain in full force and effect, is hereby ratified and affirmed as modified hereby.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

(Signatures on the following page)

In witness whereof the parties hereto have entered into this Amendment as of the Effective Date.

APPROVED:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PARIS, TENNESSEE

By: _____
Title: Chairman
Date: September 2, 2020

APPROVED:

CITY OF PARIS, TENNESSEE

By: _____
Title: Mayor
Date: September 3, 2020

APPROVED:

HENRY COUNTY, TENNESSEE

By: _____
Title: Mayor
Date: September 21, 2020

BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Henry County, Tennessee, which are in conflict with this resolution are hereby repealed.

BE IT FINALLY RESOLVED that this resolution take effect from and after it passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

PASSED 9-21-2020

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED 9-21-2020

BRENT GREER
HENRY COUNTY MAYOR

EXHIBIT A

REQUISITION FOR REIMBURSEMENT

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PARIS, TENNESSEE, ECONOMIC IMPACT PLAN FOR THE VRL HOTELS ECONOMIC DEVELOPMENT PLAN AREA (THE "PLAN")

Certificate No.: ____

Date: _____, 202__

Pay to: VRL HOTELS 2, LLC ("Company")

Amount: $_____

Purpose: Draw under Project Agreement, dated as of December 5, 2019, as amended by the First Amendment to Project Agreement, dated September 2, 2020 (collectively, the "Project Agreement"), by and between the Company and the Industrial Development Board of the City of Paris, Tennessee ("Board"), and pursuant to the Loan and Security Agreement (the "Loan and Security Agreement"), by and among the Board, the Company and Security Bank and Trust Company ("Lender")

The undersigned hereby authorizes and requests the above stated payment and disbursement as provided in the Project Agreement and the Loan and Security Agreement. Capitalized terms used in this Requisition and not otherwise defined herein shall have the meaning assigned to such terms in the Plan, the Project Agreement and the Loan and Security Agreement, as applicable.

The undersigned Company hereby certifies with respect to this requisition as follows:

1. That the Company has made at least $7,300,000.00 in capital expenditures to construct and equip the Project pursuant to the Construction Plans.

2. That the Date of Completion has occurred.

3. That obligations in the amount stated above have been incurred by or on behalf of the Company for Project Infrastructure Costs and are more fully described on **Schedule 1** hereto, and that each item thereof constitutes "Project Infrastructure Costs" and has not been previously paid or reimbursed with proceeds of the Note or otherwise.

4. That there has not been filed with or served upon the Board or the Company notice of any lien, right to lien or attachment upon, or claim affecting the right of any person to receive payment of the respective amounts stated in such requisition which has not been released or which will not be released simultaneously with the payment of such obligation.

5. That such requisition contains no item representing payment on account of any retained percentage that the Company is at the date of such requisition entitled to retain.

6. The reimbursement payment in the amount stated above is instructed to be paid to the Company or the Lender in accordance with the wiring instructions set forth on **Schedule 2** hereto .

The Company: **VRL Hotels 2, LLC,**
a Tennessee limited liability company

By: _____

Title: _____

EXHIBIT B

ENGINEER CERTIFICATE OF ALLOCABLE LAND COST

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

Commissioner Jones made a motion to adjourn. Commissioner Visser seconded the motion.

ITEM NO. 15

	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								
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY				X				
WEBB, DAVID								
WILLIAMS, DREW								
TOTAL								

VOICE VOTE CARRIED

DATE : 9-21-2020