

December 20, 2021 Commission Minutes

- Statement from Commissioner David Webb.
- Budget Changes- Resolution 1-12-21.
- HCMC Loan Initial Incurrence Indebtedness Resolution 2-12-21.
- HCMC authorizing a loan agreement- Resolution 3-12-21

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 December 20, 2021 at 5:00 p.m. Present and presiding the Honorable John Penn Ridgeway, Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by HCSO Chief Deputy Scott Wyrick.

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

ITEM NO. 3 The pledge to the flag was led by HCSO Chief Deputy Scott Wyrick.

ITEM NO. 4 Roll Call

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

ITEM NO. 7 Statement from Commissioner David Webb.

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

Commissioner Starks made a motion to approve the Consent Agenda, which consists of the following: Minutes of the meeting of November 15, 2021, Henry County Medical Center Statement of Cash Flow, Trustee's month end report and the following Notary Public designations: Betsy A. Evans, Alyssa M. Lowe, Wendy L. Caldwell, Whitney D. Buckelew, Page L. France, Brandy Bizeau, Molly C. Jackson, Lisa Ellison, Cindy Wade and Teresa Wimberly. The motion was seconded by Commissioner Kyle.

ITEM NO. 8

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

VOICE VOTE CARRIED

DATE : 12-20-21

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

Commissioner Humphreys made a motion to approve Resolution 1-12-21, to authorize certain changes in the budget for the Henry County General Fund for Fiscal 2021-2022. The motion was seconded by Commissioner Kyle.

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		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			
TOTAL	2				13			

MOTION CARRIED

DATE : 12-20-21

RESOLUTION #1-12-21

**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 2021-2022**

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2021, adopted the budget for the Henry County General Fund for fiscal 2021-2022; 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 20th day of December 2021, 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:

ELECTION COMMISSION

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$25,000.00

INCREASE ACCOUNT 51500-709, entitled "Data Processing Equipment," in the amount of \$25,000.00

This transfer is to put a grant for the election commission into the budget.

AIRPORT

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$485,767.00

INCREASE ACCOUNT 58220-702, entitled "Airport Improvements," in the amount of \$509,392.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$23,625.00

This transfer is to put the Windcone Grant and Drainage Grant for the airport into the budget.

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

PASSED 12-20-21

John Penn Ridgeway
JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION

Donna Craig
DONNA CRAIG
COUNTY CLERK

APPROVED 12-20-21


John Penn Ridgeway
JOHN PENN RIDGEWAY
COUNTY MAYOR



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date January 15, 2020	End Date January 15, 2023	Agency Tracking # 30501-02720-40	Edison ID 65312		
Grantee Legal Entity Name County of Henry/Henry County Election Commission			Edison Vendor ID 4223		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA #90.404 Grantee's fiscal year end June 30, 2021			
Service Caption (one line only) Election security assistance for county election commissions					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY21	1,190.00	23,810.00			25,000.00
TOTAL:	1,190.00	23,810.00			25,000.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
All counties are receiving funds to assist with election security needs.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  u				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			



GRANT AMENDMENT

Agency Tracking # 40100-14620	Edison ID 65890	Contract # AERO-21-312-00	Amendment # 1		
Contractor Legal Entity Name Henry County			Edison Vendor ID 4223		
Amendment Purpose & Effect(s) Additional Funds and Term					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 4/15/2023			
TOTAL Contract Amount INCREASE per this Amendment (zero if N/A):			\$ 437,800.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021	\$0.00	\$53,900.00		\$0.00	\$53,900.00
2022	\$21,890.00	\$394,020.00		\$21,890.00	\$437,800.00
TOTAL:	\$21,890.00	\$447,920.00		\$21,890.00	\$491,700.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Chart (optional) TX00287492 TX00287493 TX00	Account Code (optional) 71301				

ADDRESS: 4

LOCATION CODE: PARIS-003



Agency Tracking # 40100-14620						Edison ID 65890		Contract # AERO-21-311-00		Amendment # 1	
Contractor Legal Entity Name Henry County									Edison Vendor ID 4223		
Amendment Purpose & Effect(s) Additional Funds and Term											
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						End Date: 4/15/2023					
TOTAL Contract Amount INCREASE per this Amendment (zero if N/A):										\$34,700.00	
Funding —											
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount						
2021	\$0.00	\$15,400.00		\$0.00	\$15,400.00						
2022	\$1,735.00	\$31,230.00		\$1,735.00	\$34,700.00						
TOTAL:	\$1,735.00	\$46,630.00		\$1,735.00	\$50,100.00						
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.						OCR USE					
Speed Chart (optional) TX00287490 TX00287491 TX00			Account Code (optional) 71301								

ADDRESS: 4

LOCATION CODE: PARIS-003

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

A motion was made by Commissioner Berry to table Resolution 2-12-21, to authorize the incurrence of indebtedness by Henry County, Tennessee, of not to exceed \$4,500,000, by the execution with the public building authority of the City of Clarksville, Tennessee, of a loan agreement to provide funding for certain public works projects for the Henry County Medical Center, and to fund the incidental and necessary expenses related thereto. The motion was seconded by Commissioner Visser.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY			X		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		
TRAVIS, JAMES						X		
VISSER, MARTY				X	X			
WEBB, DAVID						X		
WILLIAMS, DREW						X		
TOTAL	2				3	10		

MOTION TO TABLE FAILED

DATE : 12-20-21

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

Commissioner Kyle made a motion to approve Resolution 2-12-21, to authorize the incurrence of indebtedness by Henry County, Tennessee, of not to exceed \$4,500,000, by the execution with the public building authority of the City of Clarksville, Tennessee, of a loan agreement to provide funding for certain public works projects for the Henry County Medical Center, and to fund the incidental and necessary expenses related thereto. The motion was seconded by Commissioner Dell Carter.

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			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY						X		
WEBB, DAVID					X			
WILLIAMS, DREW					X			
TOTAL	2				11	2		

MOTION CARRIED

DATE : 12-20-21

RESOLUTION NO. 2-12-21

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY HENRY COUNTY, TENNESSEE, OF NOT TO EXCEED \$4,500,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS FOR THE HENRY COUNTY MEDICAL CENTER, AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of Henry County, Tennessee (the "County"), to incur indebtedness (the "Indebtedness"), through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of financing certain public works projects, as hereinafter more fully described.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, as follows:

Section 1. For the purpose of financing all or a portion of the costs of the acquisition, construction, renovation, equipping, extension, and improvement of the Henry County Medical Center facilities, including but not limited to, a chiller replacement, roof replacements, parking lot expansions, the acquisition and installation of medical equipment for the Medical Center, including but not limited to, imaging equipment, patient equipment, and computer equipment, and renovations, improvements, and upgrades to various parts of the Medical Center, the acquisition of all property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, and to pay costs incident to incurring the Indebtedness (collectively, the "Project"), the County is hereby authorized to incur Indebtedness in the amount of not to exceed \$4,500,000, for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

Section 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the County, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the County will be irrevocably pledged; provided, however, it is the intention of the County that the indebtedness be paid from the funds of the Henry County Medical Center.

Section 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

Section 4. After the adoption of this Resolution, the County Clerk is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the County.

Section 5. This Resolution shall take effect from and after its adoption, the welfare of the County requiring it.

Adopted and approved this 20th day of December, 2021.

PASSED

12-20-21


JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED

12-20-21


JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of Henry County, Tennessee, shall have been filed with the County Clerk of Henry County, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

**STATE OF TENNESSEE)
COUNTY OF HENRY)**

I, Donna Craig, hereby certify that I am the duly qualified and acting County Clerk of Henry County, Tennessee (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the "Board"), of said County held on December 20, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$4,500,000 by said County; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 20th day of December, 2021.



**DONNA CRAIG
COUNTY CLERK**

(SEAL)

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

A motion was made by Commissioner Kyle to approve Resolution 3-12-21, to authorize a loan pursuant to a loan agreement between Henry County, Tennessee, and the public building authority of the City of Clarksville, Tennessee, in the principal amount of not to exceed \$4,500,000; authorizing the execution and delivery of such loan agreement and other documents relating to said loan; approving the issuance of a bond by such public building authority; providing for the application of the proceeds of said loan and the payment of such indebtedness; consenting to the assignment of the county's obligation under such loan agreement; and, certain other matters. The motion was seconded by Commissioner Travis.

ITEM NO.12

	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			
TRAVIS, JAMES					X			
VISSER, MARTY						X		
WEBB, DAVID					X			
WILLIAMS, DREW					X			
TOTAL	2				11	2		

MOTION CARRIED

DATE : 12-20-21

RESOLUTION NO. 3-12-21

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN HENRY COUNTY, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,500,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND, CERTAIN OTHER MATTERS

WHEREAS, the Board of Commissioners (the "Board"), of Henry County, Tennessee (the "County"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of financing the costs of the acquisition, construction, renovation, equipping, extension, and improvement of the Henry County Medical Center facilities, including but not limited to, a chiller replacement, roof replacements, parking lot expansions, the acquisition and installation of medical equipment for the Medical Center, including but not limited to, imaging equipment, patient equipment, and computer equipment, and renovations, improvements, and upgrades to various parts of the Medical Center, the acquisition of all property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the County (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, the Henry County Medical Center is a hospital district created and established pursuant to the laws of the State of Tennessee, which is operated on behalf of the County through a Board of Trustees (the "Medical Center");

WHEREAS, the Board of Trustees of the Medical Center has requested that the County incur the indebtedness for the purpose of financing the Project for the Medical Center;

WHEREAS, it has been determined by the Board of Trustees of the Medical Center and the Board of the County to be in the best interests of the County to finance the Project through The Tennessee Municipal Bond Fund fixed rate loan program;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the County for the above-described purposes;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted March 5, 2020, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bond (Henry County Medical Center Loan), Series 2021 (the "Bond"), in the principal amount of not to exceed \$4,500,000, and loan the proceeds thereof to the County pursuant to the provisions of a Loan Agreement, by and among the County, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the Board of the County has on the date hereof adopted an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project in the amount of not to exceed \$4,500,000, and the County Clerk has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the County;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the County legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the County, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the County will be irrevocably pledged; provided, however, it is the intention of the County and the Medical Center that the indebtedness evidenced by the Loan Agreement shall be paid from funds of the Medical Center; and,

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in a Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, as follows:

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the County, the loan to the County from the Authority is hereby authorized in the principal amount of not to exceed \$4,500,000 and the County is hereby authorized to borrow such funds from the Authority (the "Loan").

(b) The Bond to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bond, as provided in the Loan Agreement. The County Mayor and County Clerk are authorized to enter into the Loan Agreement, such Loan Agreement to bear interest at a fixed rate, as the County Mayor and the CFO of the Medical Center shall determine is in the best interest of the County and the Medical Center. The County and/or the Medical Center shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The final rate of interest payable on the Loan Agreement shall not exceed the maximum rate of interest permitted by applicable law. The Loan Agreement shall be for a term of twenty-five years. The final principal and interest payment dates, final interest rate payable, amortization of principal amounts of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the County Mayor and the CFO of the Medical Center and the Purchaser of the Bond, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the County and the Medical Center, in accordance with the terms of this Resolution and the Loan Agreement. If the County enters into the Loan Agreement with the Authority to finance the Project, the rate of interest on the loan will include an annual administration fee equal to 15 basis points (0.15%), payable to TMBF, as the program administrator, by the Purchaser, to be paid from each periodic payment of interest on the Loan Agreement, based on the outstanding principal amount of the loan.

(c) The Board of the County understands and is aware that the Purchaser has the option to put the Bond for purchase to the Authority during the term of the Loan (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the Authority, the Tennessee Municipal Bond Fund, as administrator, and the County.

The Board is aware of the risks and benefits associated with the Loan and the Put Option. The Board finds that the repayment structure of the Loan (including the Put Option) is in the public interest of the County.

The Board further agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the County is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Board commits to refund the Loan in the following manner:

(x) the Board shall submit a plan of refunding to the Comptroller or Comptroller's designee;

(y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan; and,

(z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan.

The Board has not retained an independent municipal advisor in connection with the Loan. The Board understands and acknowledges that the Purchaser does not owe a fiduciary duty to the County and that the Purchaser is acting for its own business and commercial interests. The Board has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the County and are hereby approved and the Board hereby authorizes the County Mayor and the County Clerk of the County to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the County Mayor and the County Clerk to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The County further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Bond Purchase Agreement and that certain Tax Exemption Certificate to be executed by the Authority at the time of the issuance of the Bond.

Section 3. Fulfillment of Obligations. The Board of the County is authorized and directed to fulfill all obligations of the County under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the County on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount, to the extent necessary in the event funds of the County legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the County under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the County are irrevocably pledged.

It is the intention of the County and the Medical Center that the indebtedness evidenced by the Loan Agreement shall be payable from funds of the Medical Center, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such Medical Center, and to any pledge of such revenues in favor of other obligations of the Medical Center.

Section 5. Approval of Bond and Bond Purchase Agreement. For the purpose of providing funds to make the loan to the County evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The County further approves the execution and delivery of the Bond Purchase Agreement by the Authority in connection with the issuance of the Bond.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official designated by the Medical Center as the custodian of the funds, upon submission of a requisition for such funds by the Medical Center to the Purchaser in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the County. Any monies remaining in the Project Fund after completion of the Project shall be used to pay debt service on the Bond.

Section 7. Consent to Assignment. The County hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

Section 8. Reimbursement Provisions. The County may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Authority under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The County reasonably expects that it will reimburse such

original expenditures with proceeds of the loan from the County made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9. Arbitrage Certification. The County recognizes that the Purchaser of the Bond will have accepted it on, and paid therefor a price, that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the County agrees that it shall take no action which may cause the interest on the Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the County that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 10. Miscellaneous Acts. The County Mayor, the County Clerk, the County Trustee, the County Attorney, the officials of the Medical Center, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 12. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the County requiring it.

Adopted and approved this 20th day of December, 2021.

PASSED

12-20-21


JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED

12-20-21


JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR

EXHIBIT A – Resolution #3-12-21

(Henry County Medical Center proposed Capital Items
Purchased with proceeds of 2021 Bond Issuance)

HENRY COUNTY MEDICAL CENTER
PROPOSED CAPITAL ITEMS PURCHASED WITH PROCEEDS OF 2021 BOND ISSUANCE
DECEMBER 2021

Department	Estimated Cost	Justification
Fiscal Year 2022:		
Upgrade to PACS software/hardware	\$82,000	Required for software support
Upgrade to Blood Bank software	173,000	Required for software support
Replacement of anesthesia software system	50,000	Current software not supported after January 2022
Replacement of fire alarm system	600,000	Repair parts scarce & system is becoming obsolete
Replace elevators outside of Lakehaven and CCU	650,000	Elevators are 70 years old
Parking lot expansion	300,000	More convenient parking for visitors/employees
Replace boiler for North Wing of HCHC	65,000	Very difficult to maintain current equipment
Replace power injector for CT scanner	30,000	Existing injector will not be supported after Dec 2021
Room renovation/new equipment at KY Lake Urology	37,000	To accommodate increased volumes & replace older equipment/furnishings
Other medical equipment included in capital budget	115,000	Replace older equipment
Other IT equipment included in capital budget	104,000	Replace older equipment
Other maintenance equipment & projects in capital budget	95,000	Replace older equipment & roofs
Equipment and furniture - HCHC	63,000	Replace older equipment & furniture
Fiscal Year 2022 total - all items included in capital budget	\$2,364,000	
Fiscal Year 2023:		
Replace Nurse call system	\$650,000	Current system is old & limited. This will improve nursing response time
Replace mammography machine	375,000	Second machine is out of service. This will improve long wait times to schedule procedure
Bipap & vapotherm equipment for Respiratory Therapy	35,000	Require additional respiratory equipment for high number of covid patients
Medical equipment	200,000	replace scopes and surgical tower
Replace 6 generator transfer switches	200,000	Have never been replaced. Could present a danger when converting to emergency power
Replace air handler outside the OR	650,000	Coils are leaking. Needs to be replaced
Refurbish parking lot around the loading dock	165,000	Damaged from heavy delivery truck usage over the years
Fiscal Year 2023 total - proposed for capital budget	\$2,275,000	
Total proposed capital purchases with 2021 bond proceeds	\$4,639,000	
Proposed bond issue	\$4,500,000	

Other capital items that may need to be purchased in FY 2022 and FY 2023: bariatric phlebotomy chair; blood bank cell washer; additional security cameras; ancillary systems to fire alarm system; biomed tester; replacement equipment for boilers; carpet replacement on 2nd floor and OB; upgrade doors to older elevators; OR corridor upgrade

**STATE OF TENNESSEE)
COUNTY OF HENRY)**

I, Donna Craig, hereby certify that I am the duly qualified and acting County Clerk of Henry County, Tennessee (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the "Board"), of said County held on December 20, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$4,500,000 by said County; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 20th day of December, 2021.



**DONNA CRAIG
COUNTY CLERK**

(SEAL)

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

Commissioner Jones made a motion to adjourn. The motion was seconded by
Commissioner Dell Carter.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BERRY, JERRY								
BRADLEY, WESLEY	X							
CARTER, DELL				X				
CARTER, GREG								
COPELAND, JAMES	X							
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 : 12-20-21