COMMISSION MINUTES FOR FEBRUARY 21, 2023

- Explanation by DeLaina Green, Administrator of Elections, regarding voting precincts and Vote Centers.
- Budget Amendments: Resolutions 1-2-23; 2-2-23; 3-2-23; 4-2-23
 and 5-2-23.
- Authorizing the Sale of Delinquent tax properties at a reduced price- Resolution 6-2-23.
- Resolution to set aside the delinquent tax sale for parcels purchased by Henry County which constitute an economic and/or environmental hardship- Resolution 7-2-23.
- Vote Center Pilot Project- Resolution 8-2-23.

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 February 21, 2023 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 Judge Vicki Snyder.

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: Patrick Burns, Greg Carter, Charles Elizondo, Randy Gean, Missy Hamilton, David Hayes, Paul Neal, Monte Starks, Marty Visser, Ricky Wade, David Webb and Ralph Wiles.

Absent: Dell Carter, Kenneth Humphreys and Melissa McElroy.

ITEM NO. 5 Explanation by DeLaina Green, Administrator of Elections, regarding voting precincts and Vote Centers.

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

A motion was made by Commissioner Starks to approve the Consent Agenda, which consists of: Minutes of the meeting of January 23, 2023, Various quarterly reports, Henry County Medical Center Statement of Cash Flow, Trustee's month end report, Report for 2nd Quarter, 2022/2023 of the Henry County Inmate Work Release Program and the following Notary Public designations: Brandi Wood, Shannon R. Black, Bethany L. Edwards, Vicky M. Qualls, Diane M. Clayton, Kimberly A. Rogers, Tommy Lemonds, Kristi Lacy, Garry Ann Smith and W. Brown Hawley II. The motion was seconded by Commissioner Burns.

ITEM NO. 6

TILIVINO. 0	1.5055	T					,	
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK				X				
CARTER, DELL	X							
CARTER, GREG								
ELIZONDO, CHARLES								
GEAN, RANDY								
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH	X							
McELROY, MELISSA	X							
NEAL, PAUL								
STARKS, MONTE			X					
VISSER, MARTY								
WADE, RICKY								
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED

DATE: 2-21-23



00 386

ROLL CALL

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

Commissioner Starks made a motion to approve Resolution 1-2-23, to authorize certain changes in the budget for the Henry County General Fund for Fiscal 2022-2023; Resolution 2-2-23, to authorize certain changes in the budget for the Henry County General Capital Projects Fund for Fiscal 2022-2023; Resolution 3-2-23, to authorize certain changes in the budget for the Henry County Debt Service Fund for Fiscal 2022-2023; Resolution 4-2-23, to authorize certain changes in the budget for the Henry County Solid Waste Fund for Fiscal 2022-2023; Resolution 5-2-23, to authorize certain changes in the budget for the Henry County General Purpose Schools Fund for Fiscal 2022-2023. The motion was seconded by Commissioner Wade.

ITEM NO. 7

ITEM NO. /	4 D CTD 100							
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL	X							
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH	X							
McELROY, MELISSA	X							
NEAL, PAUL					X			
STARKS, MONTE			X		X			
VISSER, MARTY					X			
WADE, RICKY				X	X			
WEBB, DAVID					X			
WILES, RALPH						X		
TOTAL	3				11	1		
_								

MOTION CARRIED

DATE: 2-21-23

RESOLUTION #1-2-23

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 2022-2023

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2022, adopted the budget for the Henry County General Fund for fiscal 2022-2023; 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 February 2023, 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:

MICSELLANEOUS

INCREASE ACCOUNT 52310-106-DP3, entitled "Deputy Salary," in the amount of \$32,061.00

INCREASE ACCOUNT 52310-106-DP3, entitled "Deputy Salary," in the amount of \$32,061.00

DECREASE ACCOUNT 52310-106-DP2, entitled "Deputy Salary," in the amount of \$32,310.00

INCREASE ACCOUNT 52400-106-DP3, entitled "Deputy Salary," in the amount of \$27,649.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$27,649.00

Transfer to correct budget with various salary accounts.

DRUG ENFORCEMENT

INCREASE REVENUE ACCOUNT 49800, entitled "Operating Transfers," in the amount of \$85,702.00

INCREASE ACCOUNT 54150-106-001, entitled "Deputy," in the amount of $\$25,\!459.00$

INCREASE ACCOUNT 54150-106-002, entitled "Deputy," in the amount of \$35,000.00

INCREASE ACCOUNT 54150-162, entitled "Clerical," in the amount of \$17,283.00

INCREASE ACCOUNT 58600-201, entitled "Social Security," in the amount of \$4,820.00

INCREASE ACCOUNT 58600-212, entitled "Medicare," in the amount of \$1,128.00

INCREASE ACCOUNT 58600-204, entitled "State Retirement," in the amount of \$2,013.00

This transfer is to reimburse the general fund for the drug task force employees through June 30th.

CIRCUIT COURT CLERK

INCREASE ACCOUNT 53100-307, entitled "Communication," in the amount of \$750.00

DECREASE ACCOUNT 53100-348, entitled "Postage," in the amount of \$250.00

DECREASE ACCOUNT 53100-334, entitled "Maintenance Agreements," in the amount of \$250.00

DECREASE ACCOUNT 53100-337, entitled "Maintenance & Repair – Equipment, "in the amount of \$250.00

Please see Mike Wilson's request regarding this transfer.

SHERIFF'S OFFICE

INCREASE ACCOUNT 54110-355, entitled "Travel," in the amount of \$2,500.00

DECREASE ACCOUNT 54110-524, entitled "In-Service/Staff Development," in the amount of \$2,500.00

INCREASE REVENUE ACCOUNT 48610, entitled "Donations," in the amount of \$1,856.00

INCREASE ACCOUNT 55510-599, entitled "Other Charges," in the amount of \$1,856.00 $\,$

INCREASE REVENUE ACCOUNT 48610, entitled "Donations," in the amount of \$2,159.11

INCREASE ACCOUNT 55120-599, entitled "Other Charges," in the amount of \$2,159.11

Please see request from Josh Frey regarding this transfer.

EMERGENCY MANAGEMENT

INCREASE REVENUE ACCOUNT 47990, entitled "Other Direct Federal Revenue," in the amount of \$5,772.52

INCREASE ACCOUNT 54990-499, entitled "Other Supplies & Materials," in the amount of \$5,772.52

This transfer is to put into the budget money received from the federal government from the December 2021 tornado.

HEALTH DEPARTMENT

INCREASE ACCOUNT 55110-131, entitled "Medical Personnel," in the amount of \$961.58

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$961.58

This transfer is for a one-time bonus that was paid this fiscal year.

EMPLOYEE BENEFITS

INCREASE ACCOUNT 58600-186, entitled "Longevity Pay," in the amount of \$1,200.00

INCREASE ACCOUNT 58600-188, entitled "Bonus Payments," in the amount of \$123.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$1,323.00

This transfer is due to longevity and bonus payments paid in November.

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

PASSED_2-21-23

APPROVED 2-21-23

COUNTY COMMISSION

DONNA CRAIG

JOHN PENN RIDGEWA

COUNTY MAYOR

Henry County Circuit Court 24th Judicial District Mike Wilson, Clerk

P.O. Box 429, Paris, Tennessee 38242 (731) 642-0461

Monday, February 6, 2023

To: Henry County Budget Committee Pat Hollingsworth, Budget Director

From: Mike Wilson, Circuit Court Clerk

Re: Circuit & General Court budget transfer request

53100-307 Communications

I am requesting the following budget line item transfer(s):

Subtract \$250.00 from line item 53100-348 Postage, and add \$250.00 to line item 53100-307 Communications).

Subtract \$250.00 from line item 53100-334 Maintenance agreements, and add \$250.00 to line item 53100-307 Communications

Subtract \$250.00 from line item 53100-337 Maintenance and repair, and add \$250.00 to line item 53100-307 Communications

The total of this request is \$750.00

Reason: To install and maintain a dedicated internet service line for the courtroom video conferencing system in the second floor courtroom, used primarily for video arraignment from the courtroom to the jail. Current day requirements for bandwidth has not worked well as we are sharing the existing internet service with the entire building of users which causes a slow down and freezing up of video/audio at times. We have been told by our two technology vendors that this is the remedy as the equipment is functioning properly.

Respectfully,

Mike Wilson

Henry County Chancery Court Twenty-Fourth Judicial District Phone (731) 642-2310

Vicki H. Hoover Chancellor 104 W. Washington St. Paris, Tennessee 38242

Albert Wade, Jr. Clerk and Master P. O. Box 313 Paris, Tennessee 38242

January 10, 2023

Pat Hollingsworth Budget/Finance Director for Henry County Hand Delivered

Re: Tax Sale Ad Henry County Chancery Court Docket No. 24901

Ms. Hollingsworth:

Please allow this letter to serve as notice that I am requesting to amend the Henry County Chancery budget line item 53400332. Currently, we have budgeted \$500.00 for publication expense for our tax sale which is set to occur on February 8, 2023.

We have obtained an estimate from the Paris Post Intelligencer to run this ad on January 13, 2023. The Paris Post Intelligencer estimates the cost of this ad to be \$960.42. I am requesting that this line item be increased \$460.42 to cover the cost of this advertisement. I have attached a draft copy of the advertisement for your review. Should you have any questions concerning this matter, please do not hesitate to contact me. Thank you in advance for your consideration.

Respectfully Submitted,

Albert Wade, Jr. Clerk & Master

HENRY COUNTY, TENNESSEE

ACCOUNTS AND BUDGETS OFFICE PO BOX 7 PARIS TN 38242

EMERGENCY ACCOUNTS PAYABLE REQUEST

Date: 1/10/23	Amount: \$460 40/ (INOTERS)
Vendor: Parks	
Reason for request: Pay for tax sale	ad. See attacked for further
Increase in line item 5340	0332 by \$460.42
Department Head: Albert WADE	
Request Approved:	Request Denied:

To: Budget Committee From: Josh Frey, Sheriff Date: February 6, 2023

Please make the following budget transfers:

- Increase 54110-355 (Travel) in the amount of \$ 2,500.00
- Decrease 54110-524 (In-Service) in the amount of \$ 2,500.00 (hotel while attending training)
- > Increase Account 55510-599 (The Shed) in the amount of \$ 1,856.00
- Increase Revenue Account 48610 (Donations) in the amount of \$ 1,856.00 (donations to The Shed November 2022 December 2022)
- Increase Account 55120-599 (HCSO Animal Shelter) in the amount of \$ 2,159.11
- Increase Revenue Account 48610 (Donations) in the amount of \$ 2,159.11 (donations to HCSO Animal Shelter August 2022 December 2022)

RESOLUTION #2-2-23

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL CAPITAL PROJECTS FUND FOR FISCAL 2022-2023

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2022, adopted the budget for the Henry County General Capital Projects Fund for fiscal 2022-2023; 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 Capital Projects Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County General Capital Projects 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 Capital Projects 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 February 2023, a majority or more of said membership concurring, that the budget for the Henry County General Capital Projects Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$19,440.00

INCREASE ACCOUNT 91110-729, entitled "Transportation Equipment," in the amount of \$19,440.00

INCREASE REVENUE ACCOUNT 47990, entitled "Other Direct Federal," in the amount of \$50,000.00

INCREASE ACCOUNT 91110-709, entitled "Data Processing Equipment," in the amount of \$5,000.00

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

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

PASSED 2-21-23

APPROVED_ 2-21-23

JOHN PENN RIDGEWAY, CHAIRMAN HENRY COUNTY COMMISSION DONNA CRAIG

JOHN PENN RIDGEWAY

COUNTY MAYOR

7	u 🥦 (cost rem	RNMI nbursemen nd instrume	ENTAL GRA t grant contract with entalities)	NT of a feder	CONTRA al or Tenness	ACT see local	governmental entity or their	
Begin D:	ate	End Da	ate	Agen	cy Tracking #		Edison-ID	
Ja	anuary 1, 2023	Dec	ember 31, 2027		32701-	04700	77.14	
Grantee	Legal Entity Nan	10					Edison Vendor ID	
	ry County						0000004233	
	ient or Recipient		Assistance Listing Number					
Subrecipient								
	Recipient		Grantee's fiscal ye	ar end				
100	Caption (one line	• •						
	cling Equipment	Grant						
Funding FY	State	Federal	Interdepart	manaal	Other	15		
2023	\$19,440.00	1020141	instel depart	Helital	Other	TOT	AL Grant Contract Amount \$19,440.00	
						-	\$19 ₁ 440.00	
						+		
TOTAL:	\$19,440.00					+	448.000.00	
						****	\$19,440.00	
Granton 9	election Process							
-	petitive Selection	_	All elig on the based	on funds	il merit at anal	ication. G de throug	rants are awarded based Grant contracts are funded In Tennessee Code	
☐ Non-c	ompetitive Sele	ction						
Budget Of appropriati required to other oblice	ficer Confirmation on from which obline paid that is no	en: There i Igations he It already e	ncumbered to pay			CPO USE	E - G G	
Speed Cha	rt (optional) EN000016386	Account	Code (optional)		×			
	34272		71300000				.	

RESOLUTION #3-2-23

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DEBT SERVICE FUND FOR FISCAL 2022-2023

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2022, adopted the budget for the Henry County Debt Service Fund for fiscal 2022-2023; 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 Debt Service Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Debt Service 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 Debt Service 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 February 2023, a majority or more of said membership concurring, that the budget for the Henry County Debt Service Fund be and hereby is amended as follows, to-wit:

> INCREASE ACCOUNT 82110-612-001, entitled "Principal on Other Loans," in the amount of \$25,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$25,000.00

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

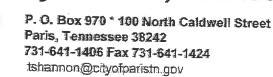
a- a(- a3 PASSED

OMMISSION

JOHN PENN RIDGEWAY **COUNTY MAYOR**

APPROVED 2-21-23

City of Paris, Tennessee



DATE:

January 3, 2023

FOR:

010323-LF *Land*

Bill To:
Pat Hollingsworth
Director of Accounts & Budgets
P. O. Box 7
Paris, TN 38242

DESCRIPTION		AMOUNT
Henry County's share of land purchased for Landfill 11-17-21 (Installment 2 of 2)	25,000.00	
	TOTAL	\$ 25,000.00

Make all checks payable to City of Paris

RESOLUTION #4-2-23

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 2022-2023

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2022, adopted the budget for the Henry County Solid Waste Fund for fiscal 2022-2023; 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 February 2023, 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 "Maintenance & Repair - Equipment," in the amount of \$6,000.00

INCREASE ACCOUNT 55751-338, entitled "Maintenance & Repair - Vehicle," in the amount of \$5,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$11,000.00

BE IT FURTHER RESOLVED the Commission record of this date. PASSED 2.21.23	that a true copy of this Resolution be spread upon JOHN PENN RIDGEWAY, CHAIRMAN
	HENRY COUNTY COMMISSION DONNA CRAIG
APPROVED 2.21.23	JOHN PENN RIDGEWAY
	COUNTY MAYOR



Office- 731-641-0018 Fax 731-642-1729

Recycling Center 642-5170

30 January 2023

To:

Pat Hollingsworth, Budget Director

Henry County Budget Committee

From: Ron Watkins, Solid Waste Manager

RE: Budget Transfer Request

I wish to request the following transfer in funds affecting the following budget line items of Solid Waste Fund-116-55751

- Subtract \$6,000 from unappropriated fund balance and add \$6000,000 to line 116-55751-336 Equipment Repair to cover the repair of recycling center equipment. We recently had to purchase skid steer tires and we had a major expense on skid steer repair of the axel as well. This should carry through the end of budget year. This will leave a \$7,600 balance
- Subtract \$5,000 from unappropriated fund balance and add \$5000 to line 116-55751-338 Vehicle Maintenance. Recycling Dept has had to replace several items on a used compactor truck that was purchased from the City of Paris. We also repaired the engine of one of our diesel box trucks. One cylinder valve rod was bent and it was worth to replace most of top of engine while we had it open for repair. This was an unexpected repair but worth to get truck operational. This should carry through the end of budget year. This will leave a \$8,081 balance.

Thank you

RESOLUTION #5-2-23

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL PURPOSE SCHOOLS FUND FOR FISCAL 2022-2023

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2022, adopted the budget for the Henry County General Purpose Schools Fund for fiscal 2022-2023; 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 Schools Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County General Purpose Schools 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 Schools 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 February 2023, a majority or more of said membership concurring, that the budget for the Henry County General Purpose Schools Fund be and hereby is amended as follows, to-wit:

Account Number Description

General Purpos	se School Fu	ınd			Debit	Credit
Increase Reven	iue					
44570		-	121	U-Trust Grant		\$17,500.00
46511				BEP-allocation		\$47,000.00
44570				EM Burger Foundation		\$5,000.00
44570			510	FRC Benevolence		\$12,500.00
44570			281	Corinth Coca Cola		\$25,000.00
Increase Expen	diture Accou	unt				
71100	429			STEM/STEAM	\$5,000.00	
71100	599	121		U-Trust Grant	\$9,250.00	
71100	599	121	12	U-Trust Grant-	\$1,250.00	
71100	599	121	15	U-Trust Grant-	\$1,250.00	
71100	599	121	20/28	U-Trust Grant-	\$1,250.00	
71100	599	121	25	U-Trust Grant-	\$2,250.00	

71100	599	121	33/34	U-Trust Grant- Hybrid Stabilization	\$2,250.00	
71300	217			Retirement Hybrid Stabilization	\$2,100.00	
72120	217			Retirement	\$275.00	
72610	201			Social Security	\$33,625.00	
72610	207			Medical Insurance	\$11,000.00	
72620	499		281	Maintenance Repair	\$25,000.00	
73300	599		510	FRC Benevolence	\$12,500.00	
					\$107,000.00	\$107,000.00

^{**}Revision required to add U-Trust Grant, BEP allocation, & Donations/Gifts into the budget

Account Number Description

General Purpos	se School Fund -VPK	<u> </u>		Debit	Credit
Decrease Reve	nue				
			VPK Revenue	\$3,930.97	
Increase Expen	diture Account				
73400	422	130	Food Supplies	\$3,968.39	
Decrease Exper	nditure Account				
73400	116	130	Certified Teachers		\$1,003.00
73400	201	130	Social Security		\$2,327.97
73400	204	130	Retirement		\$87.16
73400	207	130	Medical Insurance		\$3,716.69
73400	212	130	Medicare		\$14.54

Account Number Description
General Purpose School Fund -VPK
continued

continued			-	Debit	Credit
			Hybrid-Stablization		
73400	217	130	Retirement Instructional Materials &		\$350.00
73400	429	130	Supplies		\$400.00
				\$7,899.36	\$7,899.36

^{**}Revision required due to changes in staff and grant allocation

Account Number Description

General Purpose School Fund -Safe				
Schools-146	-		Debit	Credit
Increase Revenue				
46590	146	Increase Revenue		\$60,737.44
Increase Expenditure Account				
72130 399	146	Other Contracted Services	\$16,000.00	

72130	499	146	Other Materials & Supplies Inservice/Staff	\$13,355.00	
72130	524	146	Development	\$1,056.77	
72130	790	146	Equipment	\$27,170.00	
72210	189	146	Other Salaries & Wages	\$2,712.44	
72210	201	146	Social Security	\$168.18	
72210	204	146	State Retirement	\$235.72	
72210	212	146	Medicare	\$39.33	
				\$60,737.44	\$60,737.44

^{***}Revision required to add carry-over/new allocations into the budget

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

the Commission record of this date.

PASSED_ 2-21-23

APPROVED 2-21-23

JOHN PENN RIDGEWAY, CHARMAN HENRY COUNTY COMMISSION

COUNTY MAYOR

Henry County Board of Education

Budget Revision School Board Meeting- January 2023 County Commission-February 2023

Account Number Description

General P	urpose So	chool Fund	<u>d</u> .		Debit	Credit
Increase R	evenue					
44570			121	U-Trust Grant		\$17,500.00
46511				BEP-allocation		\$47,000.00
44570				EM Burger Foundation		\$5,000.00
44570			510	FRC Benevolence		\$12,500.00
44570			281	Corinth Coca Cola		\$25,000.00
Increase E	xpenditu	re Accoun	t			
71100	429			STEM/STEAM	\$5,000.00	
71100	599	121		U-Trust Grant	\$9,250.00	
71100	599	121	12	U-Trust Grant-	\$1,250.00	
71100	599	121	15	U-Trust Grant-	\$1,250.00	
71100	599	121	20/28	U-Trust Grant-	\$1,250.00	
71100	599	121	25	U-Trust Grant-	\$2,250.00	
71100	599	121	33/34	U-Trust Grant-	\$2,250.00	
71300	217			Hybrid Stabilization Retirement	\$2,100.00	
72120	217			Hybrid Stabilization Retirement	\$275.00	
72610	201			Social Security	\$33,625.00	
72610	207			Medical Insurance	\$11,000.00	
72620	499		281	Maintenance Repair	\$25,000.00	
73300	599		510	FRC Benevolence	\$12,500.00	
					\$107,000.00	\$107,000.00

^{**}Revision required to add U-Trust Grant, BEP allocation, & Donations/Gifts into the budget

Account Number Description

General P	urpose School Fund -	VPK		Debit	Credit
Decrease	Revenue				
			VPK Revenue	\$3,930.97	
Increase E	xpenditure Account				
73400	422	130	Food Supplies	\$3,968.39	
Decrease I	Expenditure Account				
73400	116	130	Certified Teachers		\$1,003.00
73400	201	130	Social Security		\$2,327.97
73400	204	130	Retirement		\$87.16
73400	207	130	Medical Insurance		\$3,716.69
73400	212	130	Medicare		\$3,716.69

Henry County Board of Education

Budget Revision

School Board Meeting-January 2023 County Commission-February 2023

General Pu	rpose School	Fund -VPK con	tinued	Debit	Credit
73400	217	130	Hybrid-Stablization Retirement		\$350.00
73400	429	130	Instructional Materials & Supplies		\$400.00
				\$7,899.36	\$7,899.36

^{**}Revision required due to changes in staff and grant allocation

Account Number Description

General Pur	pose School Fund -	Safe Sch	Debit	Credit	
Increase Rev	venue				
46590		146	Increase Revenue		\$60,737.44
Increase Exp	enditure Account				
72130	399	146	Other Contracted Services	\$16,000.00	
72130	499	146	Other Materials & Supplies	\$13,355.00	
72130	524	146	Inservice/Staff Development	\$1,056.77	
72130	790	146	Equipment	\$27,170.00	
72210	189	146	Other Salaries & Wages	\$2,712.44	
72210	201	146	Social Security	\$168.18	
72210	204	146	State Retirement	\$235.72	
72210	212	146	Medicare	\$39.33	
				\$60,737.44	\$60,737.44

^{***}Revision required to add carry-over/new allocations into the budget

ROLL CALL

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

Commissioner Wade made a motion to approve Resolution 6-2-23, to authorize the sale of delinquent tax properties at a reduced price. Commissioner Gean seconded the motion.

ITEM NO. 8

ITEM NO. 8								
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL	X							
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY				X	X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH	X							
McELROY, MELISSA	X							
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY					X			
WADE, RICKY			X		X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL Y					10			
TOTAL	3				12			

MOTION CARRIED

DATE: 2-21-23

RESOLUTION #6-2-23

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

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

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

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

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

- Rison Street 344, Map 096M, Group A, Control Map 095P, Parcel 024.00.
 Offer by <u>Joe Paul Hayes</u> for \$500.00 plus closing costs.
- 2. Rison Street, Map 096M, Group C, Control Map 096M, Parcel 001.01.

 Offer by Freddie Freeman, \$500.00 plus closing costs.
- 3. Elmore Street, Map 105D, Group F, Control Map 105D, Parcel 021.00. Offer by <u>Freddie Freeman</u>, \$500.00 plus closing costs.
- Gordon Street, Map 105D, Group M, Control Map 105D, Parcel 043.01.
 Offer by Cynthia A. Bradley, for \$200.00 plus closing costs.

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

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

WHEREAS, after investigation of said delinquent tax parcels, the Delinquent Tax Committee recommends that the County Mayor be authorized to accept minimum

offers as listed above, subject to publication of the offers and the opportunity for any other interested party to raise to the offers as prescribed by law; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 21st day of February, 2023, a majority or more of the membership concurring that these delinquent tax parcels cannot be sold for the accumulated total of taxes, interest, penalties and costs against them; therefore, pursuant to Tenn. Code Ann. § 67-5-2507, the County Mayor is authorized to accept an offer for a quitclaim deed to said parcels in consideration of minimum offers subject to publication of the offer and the opportunity for any other interested party to raise to the offer as prescribed by law.

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

PASSED <u>2-21-23</u>

JOHN PENN RIDGEWAY, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG COUNTY CLERK

APPROVED <u>2-21-2</u>3

JOHN PENN RIDGEWAY HENRY COUNTY MAYOR

Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$* on the following terms and conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:
Map 096M, Group A, Control Map 095P, Parcel 024.00, S/I ("Real Estate")
Name as it is to appear on Quitclaim Deed: Joe Paul Hauges Rison Street 344
(Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)
* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$175.00), recording costs, and transfer tax.
Offer/Acceptance

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

Deposit / Final Payment

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

Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate.

THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

Exceptions in Quitclaim Deed

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

rev. 21-02-03

Other Terms and Conditions

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

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

Offer made on this the day of 6, 202.3, by:
Offeror Sign Name or Valley Print Name Oce Paul Hayes Print Address 270 Jones Bend Ext. Print Phone 731 = 363 - 8460
STATE OF TENNESSEE COUNTY OF HENRY
Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them. On this the
" COUNTILL

PAID AMOUNT: \$500.00

DATE: 15 723

Jan 1 Owner lenry (040) HENRY COUNTY TENNESSEE (GOVERNMENT OF) Fax Year 2023 | Reappraisal 2020 ATTN: COUNTY MAYOR PARIS, TN 38242 alue Information and Market Value: \$2,000 \$0 \$2,000 otal Market Appraisal: 0% \$0 dditional Information Seneral Information lass: 01 - County City: PARIS ity #: 566 pecial Service District 1: 567 istrict: 01 Special Service District 2: 000 Neighborhood: P07 Number of Mobile Homes: 0 lumber of Bulldings: 0
fillities - Water/Sewer: 01 - PUBLIC / PUBLIC
fillities - Gas/Gas Type: 01 - PUBLIC - NATURAL Utilities - Electricity: 01 - PUBLIC Zoning: iAS outbuildings & Yard Items Description 3uilding # Units ale Information ong Sale Information list on subsequent pages eed Acres: 0 Calculated Acres: 0 Total Land Units: 1 Soil Class _and Gode Units

1-RES

amount owed: \$3597.97

RISON ST 344

Group:

024.00

Ctrl Map:

095P

Current Owner

1.00

are morninghon

Sale Date	Price	Book	Page Vacant/Improved	Type Instrument	Qualification
7/27/2020	\$0	548	282	CO - COURT ORDER	
7/27/2020	\$0	564	48	CO - COURT ORDER	and the second s
1/7/2014	\$7,000	406	327 L- IMPROVED	WD - WARRANTY DEED	I-FINANGIAL INSTITUTION

Henry County - Parcel: 095P A 024.00

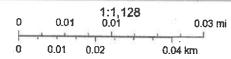


Date: January 5, 2023

County: Henry
Owner: HENRY COUNTY TENNESSEE (GOVERNMENT OF)
Address: RISON ST 344

Parcel Number: 095P A 024.00

Deeded Acreage: 0 Calculated Acreage; 0
Date of TDOT Imagery: 2016
Date of Vexcel Imagery: 2021



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

		Update				Delinquent Tax Search	I	DTA No. 201 6- 106			
			Affidavi				2016 Base Tax: \$1	41.00			
Map 096		-	trl S	Par	SI	Combined					
U90.	M A	. 05	5 P	24	0	01-096 M -A -095 P -	024.00000				
	Comodoo		zanto.	1	1 6 1 .						
ا ليا	[rustee	: k	M I. Se	arch tax rol	is for last p	ayment of taxes. (List first ye	ear of collectable DT	below.)			
		(II last per	rson to pay t	taxes is not	the owner of record, put pay	or on notice list.)				
		le .	2 1 . Se	eginning January 1, 20	006; list all						
		c	intrent on wilcis ili	vners as par	e ilom mar	date through present who ov	ve delinquent tax as p	arties. Also list all			
	Assesso					ming with date ID'ed by T2.	Tf addman	A			
		 S	Λ^2 Se	arch for all	conversion	es associated with parcel begi	in address confincis, the	SE ASSESSOF S.			
		f]	rough n	esent note	the deed/re	cord book and page numbers	for use in D1 secret	Dea by 12			
	legister	of 5	R ¹ . Re	view all con	nvevances i	identified in A2; list all owner	re as nortice				
Deed	_			V10 // W11 001	arey anous 1	doniniou in 7x2, list all owne.	is as parties.				
		Σ	R ² . Se	arch beginn	ing with the	e earlier of the last known cor	nvevence of record or	the date ID'ed			
		b	v T2 thro	ugh present	for:	o darrior of the hast known con	iiveyance of feedid of	the date ID ed			
		-	-			l list all owners in chain of tit	le as narties:				
						visees who received an interes		onerty and			
			ре	rsonal repre	sentative/a	dministrator on notice list; if	delinguent tax proper	ty not devised to			
			sp	ecific devise	ee, also put	all residuary legatees on not	ice list.	ty not do visou to			
						s and assignments thereof. Pu		f holders of any			
			un	released DC	OTs/liens on notice list.						
		\triangleright	\mathbb{R}^3 . Sea	arch for unr	eleased lien	ns (tax, judgment, etc.) filed v	vithin the past 10 year	s. Put lienholders			
		01	n notice 1	ist. Exceptic	on: if an IR	S tax lien, special requirement	nts apply, and the fede	eral government			
						ls with IRS liens aside for D					
	eck if	≥	R. De	termine who	ether parcel	l was divided into multiple pa	rcels while delinquer	t taxes were			
	vided	0	wed; if so	o, entire seai	rch must be	performed on all those parce	els.				
Prob	ate: 	[]	". Subm	it to Probate	e for Electro	onic Index Search.]					
17	-4 To - 4 -	60.11					-				
Larne	st Date	or Coll	ectable 1	elinquent '	Taxes (T ²)	(cannot be earlier than 2008)	: January 1, 2015				
Conve	yances	Indexe	d by Ass	essor or R(OD (A ² & I	R³) (Last Deed of Record-Ole	dest Deed of Record):	.			
	B-PG			06-327							
Date			07/07/								
	T ==4 (
rarty.	List (ov	vners of	aeiinque	ent tax prop	erties durin	g year when delinquent taxes	were owed and curre	nt owners)			
DB	Servi	ce Na	ame & La	ist Known A	Address (T ²	1 , A^{1} , R^{3} , R^{2} , R^{3} [IRS], P^{1} - P^{2})		Source of Title			
				stments LLC	c/o Robert	Spicer or Heather Fields; 385 C	rutchfield Lane, Paris,	RB 406-327			
			V 38242								
		PC	BOX 9	97, PARIS,	TN 38242	(sec of state)					
						111111					
Notice	List (o	ther pot	entially "	interested p	ersons" as	defined by Tenn. Code Ann.	§ 67-5-2502(c)(1)(B))				
DB	Тур	e Na	me & La	st Known A	Address (T ¹	, A ¹ , A ³ , R ³ [Non-IRS])		Reference			
						, 1/					
Notes/C	Other:										

Search Completed 9/12/2018 By: jst UPDATED 1/5/23 LG

- DTAT 2013 -939

Offer for Quitclaim of Delinquent Tax Real Estate
The undersigned ("Offeror"), hereby offers the sum of \$500 * on the following terms and conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in
certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:
Map OGOM Group C Control Map OGOM Parcel OOLO S/I OO ("Real Estate")
Name as it is to appear on Quitclaim Deed: Freddie Freeman Rison Street

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

* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$150.00), recording costs, and transfer tax.

Offer/Acceptance

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

Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitelaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
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- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$150.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

Disclaimer of Representations and Warranties

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

Exceptions in Quitclaim Deed

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

Other Terms and Conditions

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

8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.

9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County

for the Quitclaim Deed contemplated in this offer.

10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.

11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.

12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.

Destrict Colorest time and and
Offer made on this the 30 day of January, 2023, by: Freddie Freeman
Offeror Sign Name Tredde Treemen Print Address 109 Result Baris Print Phone 131.234.3043 STATE OF TENNESSEE COUNTY OF HENRY
Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them. On this the 30 day of January, 2013. Notary Public My commission expires: 0122/20
WIT OF HELL

PAID CK# NO. : (USY)

DATE: 02 (02 (03)





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1/30/2023, 10:43 AM

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https://assessment.cot.in.gov/TPAD/Parcel/Details?&parcelld=09...

TENNESSEE COMPTROLLER Search Glossary Help Fact
OF THE TREASURY Sheet

GIS Parcel

< Return to Results

GIS Map _ A PDF

Parcel Details

HENRY COUNTY, TN | TAX YEAR 2023

County Number: 040

Reappraisal Year: 2020

Property Owner and Mailing Address

January 1 Owner HENRY COUNTY TENNESSEE (GOVERNMENT OF) ATTN COUNTY MAYOR 101 E WASHINGTON ST PARIS TN 38242

Property Location

Address: RISON ST

Division of Property Assessments

Comptroller of the Treasury State of Tennessee

Our Mission: To Make Go

Toxes owed:

\$1,400.85

Additional Information

General Information

Class: 01 - County

City #: 566

Special Service District 1: 567

District: 01

Number of buildings: 0

Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC

Utilities - Gas/Gas Type: 00 - NONE

City: PARIS

Special Service District 2: 000

Neighborhood: P07

Number of mobile homes: 0

Utilities - Electricity: 01 - PUBLIC

Outbuildings & Yard Items

Building/Card# Type Description

Sale information

Sale Date Price Book Page Vacant/impre

1/30/2023, 10:42 AM

1/30/2023, 10:42 AM 2 of 3

- DTA# 2014-567

Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$* on the following terms and
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certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:
Map 1050 Group F Control Map 1050 Parcel 021.00 S/I 00 ("Real Estate")
Name as it is to appear on Quitclaim Deed: Freddie Freeman Elmore Street

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

* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$150.00), recording costs, and transfer tax.

Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
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Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher bidder. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high bidder fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer or bid price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher bidders have come forward or (b) on the date of the Final Auction, if Offeror is the highest bidder. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high bidder, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$150.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

Disclaimer of Representations and Warranties

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

Exceptions in Quitclaim Deed

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

Other Terms and Conditions

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

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

survive execution and delivery of the Quitclaim Deed contemplated herein.
Offer made on this the 30 day of January, 2013, by: Freddie Freeman
Offeror
Sign Name Tredder tropmon Print Name tredder Freemon
Print Address 404 RUSON St Ways Print Phone 131.234.3043
STATE OF TENNESSEE COUNTY OF HENRY
Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them. On this the 30 day of 1000000, 20123 [Affin Seal] STATE OF TENNESSEE NOTARY PUBLIC
CATT OF HEM



TENNESSEE COMPTROLLER Search Glossary Help Fact Sheet

GIS Parcel

FF

Return to Results

GIS Map 4 POF

Parcel Details

HENRY COUNTY, TN | TAX YEAR 2023

County Information

County Number: 040

Reappraisal Year: 2020

Property Owner and Mailing Address

January 1 Owner HENRY COUNTY TENNESSEE (GOVERNMENT OF) ATTN: COUNTY MAYOR PARIS TN 38242

Property Location

Address: ELMORE ST

Division of Property Assessments

Comptroller of the Treasury

State of Tennessee

Our Mission: To Make Go

toxes ameg. \$1737.51 Additional Information

General Information

Class: 01 - County

City #: 566

Special Service District 1: 567

Number of buildings: 0

Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC

Utilities - Gas/Gas Type: 01 - PUBLIC - NATURAL GAS

City: PARIS

Special Service District 2: 000

Neighborhood: P05

Number of mobile homes: 0

Utilities - Electricity: 01 - PUBLIC

Zoning:

Outbuildings & Yard Items

Building/Card# Type Description

Sale Information

Sale Date Price Book Page Vacant/Improved

I/J0/2023, 10:42 AM

1 of 3

1/30/2023, 10:42 AM 2 uf 3





of I

1/30/2023, 10:42 AM

Offer for Quitclaim of Delinquent Tax Real Estate

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

Offer/Acceptance

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

Deposit / Final Payment

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

Disclaimer of Representations and Warranties

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

Exceptions in Quitclaim Deed

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TV₂\, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

rev. 21-02-03

Other Terms and Conditions

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

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

Offer made on this the day of, 202, by:
Offeror
Sign Name Print Name Cynthig Brookey
Print Addres 352 Sparts St Print Phone 431-333-9997
STATE OF TENNESSEE COUNTY OF HENRY
Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.
On this the 20 day of Sancura, 2023. Noted Public My commission expires: W 122 20 My commission
CNIT OF A
PAID AMOUNT: 3000 PAID AMOUNT. 2000 DATE: 2/1/2023

Ride Hard Live Fire Bradford Exchasge Chacks 1-800-323-8104 www.bindfordexchangachacks.com

Jan 1 Owner lenry (040) Current Owner P O BOX 7 PARIS TN 38242 GORDON ST HENRY CO C/O BRENT GREER lax Year 2023 | Reappraisal 2020 Ctrl Map: 105D Group: Parcel: SI 043.01 000 P O BOX 7 PARIS TN 38242 alue Information and Market Value: nprovement Value: otal Market Appraisal: ssessment Percentage: ssessment: \$1,600 \$0 \$1,600 0% dditional Information Jeneral Information lass: 01 - County City: PARIS Special Service District 2: 000 Neighborhood: P05 Number of Mobile Homes: 0 Utilities - Electricity: 00 - NONE ity #: 566 pecial Service District 1: 567 istrict: 01 istrict: 01
umber of Buildings: 0
tilities - Water/Sewer: 12 - NONE / NONE
tilities - Gas/Gas Type: 00 - NONE Zoning: utbuildings & Yard Items 3ullding # Description Туре Units ale Information ong Sale Information list on subsequent pages and Information eed Acres: 0 Calculated Acres: 0 Total Land Units: 1 and Code Soil Class Units)1 - RES 1.00

CB

3/19/1957	3/14/1990	3/31/2010	Sale Date
\$0	\$1	\$0	Price
73	219	305	Book
410	326 V - VACANT	95	Page Vacant/Improved
•	WD - WARRANTY DEED	•	Type Instrument
1	G - FORCED SALE	•	Qualification

ale III OIIII alion



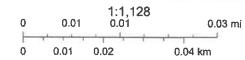
Henry County - Parcel: 105D M 043.01



Date: February 1, 2023

County: Henry Owner: HENRY CO Address: GORDON ST Parcel Number: 105D M 043.01

Deeded Acreage: 0 Calculated Acreage: 0



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The property lines are compiled from information maintained by your local

tkelleher@henrycountytn.org

From:

Rob Whitfield <Rob@greergreerandwhitfield.com>

Sent:

Monday, February 6, 2023 2:28 PM

To:

tkelleher@henrycountytn.org

Cc:

Candace Gordon; Lexie Gordon; jpridgeway@henrycountytn.org

Subject:

Offer for Quitclaim to DT Real Estate (105D-M-043.01-Bradley, Cynthia)

Attachments:

2023_02_01_15_35_34.pdf; 2020-07-27_Letter to Wes Bradley.pdf; Letter to Cynthia Bradley.pdf

Hi Treva:

Please see attached offer. This needs to be placed on the agenda for the next DT Committee meeting and subsequent commission meeting.

Also attached are a couple of letters that I sent regarding this. They don't need to be in the packets, but are attached for Mr. Ridgeway's information about the history of this parcel. The offeror is (as I understand it) Wes Bradley's ex-wife. She lives in a mobile home that is or maybe located partially on this parcel. Mr. Bradley became involved in this when the offeror received an eviction notice from a prospective purchaser back in 2020 and we've been waiting on Mr. or Ms. Bradley to purchase the parcel (they said they would back then, but never deed); it's been dormant, so I sent her a letter to try to get her to make an offer and she finally did.

We had a buyer previously interested in 2020 but he backed out when he realized that the mobile home didn't come with the property and that he would essentially be buying a lawsuit with Ms. Bradley over ownership with the mobile home (and over the boundary line) if he proceeded with the transaction.

Ms. Bradley is the only likely purchaser of this parcel and (finally) she made an offer on it. We need to take it to get this parcel off our surplus roll (and back on the tax roll).

Thanks,

-Rob

From: Candace Gordon < Candace@greergreerandwhitfield.com>

Sent: Wednesday, February 1, 2023 3:38 PM

To: Rob Whitfield < Rob@greergreerandwhitfield.com>

Cc: Lexie Gordon < Lexie@greergreerandwhitfield.com>; Rebecca Hickman < Rebecca@greergreerandwhitfield.com>

Subject: Re: Offer for Quitclaim to DT Real Estate (105D-M-043.01-Bradley, Cynthia)

GREER, GREER & WHITFIELD, ATTORNEYS, PLLC

DOWNTOWN (MAIN) OFFICE 114-116 SOUTH POPLAR STREET MAILING ADDRESS: P.O. BOX 385 PARIS, TENNESSEE 38242

PHONE: 731-642-8781 FAX: 731-642-6861 STEVE GREER
G. ROBERT WHITFIELD III

LEE M. GREER III
Retired

EAST WOOD STREET OFFICE 1101 EAST WOOD STREET, SUITE A MAILING ADDRESS: P.O. BOX 385 PARIS, TENNESSEE 38242 PHONE: 731-642-8007 FAX: 731-641-5108

July 27, 2020

VIA USPS MAIL

Mr. John Wesley Bradley 1285 Lampkins Rd. Cottage Grove, TN 38224

Ms. Cynthia A. Bradley 352 Sparks Street Paris, TN 38242

Re: Henry County Tax Map 105D, Group M, Parcel 43.01

Dear Sir and Madam:

This letter is to acknowledge that Mr. Bradley came by my office today to inquire regarding the above-referenced Parcel 43.01, which adjoins real estate that the two of you purchased in 2009 (your real estate—Parcel 43—is immediately south of the above-referenced Parcel 43.01).

I understand from information Mr. Bradley provided that Ms. Bradley has been recently instructed to vacate the mobile home located at street address 430 Gordon Street. Henry County recently solicited offers for surplus delinquent tax parcels, and one Jimmie Lacy placed an offer on Parcel 43.01. Although that transaction has not yet closed, we presume (but cannot verify that) Mr. Lacy is the person who instructed Ms. Bradley to vacate. At this time, Ms. Bradley is not required to vacate the mobile home. There is some possibility that you could be required to relocate the mobile home in the future as explained in this letter.

My partner, Rob Whitfield, and I drove by the mobile home today. We also compared the legal description in your deed with multiple aerial maps and tax maps. Due to a number of factors, aerial maps and tax maps are not accurate indicators of the location of boundary lines.

We are unable to determine the boundaries of Parcel 43 or 43.01; a survey would be required to determine whether the mobile home is located entirely or partially on Parcel 43.01.

We understand that you have an active title to the mobile home referenced above (a 1992 Atlantic Mobile Home, VIN# 21923764275). According to the tax data, that mobile home has been assessed as if it is located on Parcel 43 and you have paid taxes on it since purchasing it. Therefore, ownership to that mobile home probably did not pass by tax sale. Before you go to the expense of a survey, I would encourage you to talk to the tax assessor and see if he can shed any light on the area in dispute. It may be that the aerial photo that Mr. Lacy is probably relying on is incorrect.

If the transaction (between Henry County and Mr. Lacy) closes and if a surveyor determines that the mobile home is located entirely or partially on Parcel 43.01, and (presuming any dispute results in a lawsuit) if a judge allows him to do so, then Mr. Lacy may be able to compel you to move the mobile home. Obviously, there is significant uncertainty about what may or may not happen.

www.greergreerandwhitfield.com

Mr. John Wesley Bradley / Ms. Cynthia A. Bradley 7/27/2020 Page 2 of 2

In 2009, my office did a title opinion on the property for Commercial Bank when you bought the property. A title opinion does not locate the improvements on a property. Only a survey can do that. We did note discrepancies between the legal description of the real estate in the deed and the tax map in our title opinion concerning the real estate.

Mr. Whitfield currently represents Henry County regarding the transaction between Henry County and Mr. Lacy. Therefore, we are unable to give you legal advice regarding your rights under the circumstances. We recommend you consult with another attorney concerning this situation.

I would ask that you or your attorney please notify Mr. Whitfield as soon as possible if you believe there are legal reasons why the transaction between Henry County and Mr. Lacy should not proceed. If and when the quitclaim deed from Henry County to Mr. Lacy has been recorded, Henry County will have no further involvement in this matter; at that point, any disputes regarding the boundary line and/or location or ownership of the mobile home will be between you and Mr. Lacy.

As a final matter, it may be easiest and least expensive (as opposed to the cost of a survey and/or litigation) for you to work out some resolution of this matter with Mr. Lacy. For example, Mr. Lacy may be willing to sell you Parcel 43.01 or to come to some boundary line agreement. If you end up working anything out with Mr. Lacy, please let Mr. Whitfield know as soon as possible.

If you have legal questions, please consult an independent attorney.

Thank you.

Very truly yours,

GREER, GREER & WHITFIELD, ATTORNEYS, PLLC

STEVE GREER

GREER, GREER & WHITFIELD, ATTORNEYS, PLLC

DOWNTOWN (MAIN) OFFICE 114-116 SOUTH POPLAR STREET MAILING ADDRESS: P.O. BOX 385 PARIS, TENNESSEE 38242

PHONE: 731-642-8781 FAX: 731-642-6861 STEVE GREER
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EAST WOOD STREET OFFICE 1101 EAST WOOD STREET, SUITE A MAILING ADDRESS: P.O. BOX 385 PARIS, TENNESSEE 38242 PHONE: 731-642-8007 FAX: 731-641-5108

January 5, 2023

VIA USPS MAIL Ms. Cynthia A. Bradley 352 Sparks Street Paris, TN

Re: Henry County Tax Map 105D, Group M, Parcel 43.01

Dear Ms. Bradley:

As you are aware, the above-referenced parcel (43.01) adjoins property you own, commonly known as 352 Sparks Street and assessed at Map 105D, Group M, Parcel 43. Parcel 43.01 was struck off to Henry County in a delinquent tax sale some years ago.

It is uncertain whether your home may be located entirely or partially on Parcel 43.01 (please see enclosed satellite overlay of the tax map). You may wish to purchase Parcel 43.01 from Henry County to make sure you own the entirety of the land where your home is located. The County has an obligation to resell surplus delinquent tax parcels, so unless you make an offer to purchase it within the next 30 days that parcel will be re-listed as available for purchase.

If someone (other than you) ends up purchasing the parcel, you may find yourself in a dispute regarding ownership of your home (or in a boundary line dispute). As I'm sure you recall, that sort of dispute was narrowly avoided back in the Summer of 2020 when a prospective purchaser of parcel 43.01 gave you an eviction notice.

Under the circumstances, the County would consider an offer as low as \$200 (plus closing and other associated costs) if you submit the offer within the next 30 days. An offer form is enclosed; you may hand deliver it to my office at your convenience if you would like to place an offer.

Very truly yours,

GREER, GREER & WHITFIELD, ATTORNEYS, PLLC

G. ROBERT WHITFIELD III

LG Enclosures cc: Mr. John Wesley Bradley 1285 Lampkins Rd. Cottage Grove, TN 38224

www.greergreerandwhitfield.com

ROLL CALL

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

Commissioner Wade made a motion to approve Resolution 7-2-23, requesting that the Chancery Court set aside the delinquent tax sale as to parcels purchased by Henry County which constitute an economic and/or environmental hardship. Commissioner Greg Carter seconded the motion.

ITEM NO. 9

ITEM NO. 9	1.5		Tr		т —			
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL	X							
CARTER, GREG				X	X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH	X							
McELROY, MELISSA	X							
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY					X			
WADE, RICKY			X		X			
WEBB, DAVID					X			
WILES, RALPH					X			
				,				
TOTAL	3				12			

MOTION CARRIED

DATE: 2-21-23

RESOLUTION #7-2-23

A RESOLUTION REQUESTING THAT THE CHANCERY COURT SET ASIDE THE DELINQUENT TAX SALE AS TO PARCELS PURCHASED BY HENRY COUNTY WHICH CONSTITUTE AN ECONOMIC AND/OR ENVIRONMENTAL HARDSHIP

WHEREAS, Henry County, Tennessee, by and through its Delinquent Tax Attorney, prosecuted Tax Year 2019 delinquent tax lawsuit as required by Title 67, Chapter 5, Parts 24 and 25 of the Tennessee Code, resulting in a delinquent tax sale held on or about February 8, 2023; and

WHEREAS, as required by TENN. CODE ANN. § 67-5-2501, the Clerk & Master of the Henry County Chancery Court bid the debt ascertained to be due for taxes, interest, penalties, and the costs and fees incident to the collection thereof on parcels for which no other bidder offered the same or larger bid; and

WHEREAS, pursuant to TENN. CODE ANN. § 67-5-2507(c)(1), the Henry County Mayor has evaluated the parcels to determine whether the value of any particular parcel or amount of money the county is likely to receive if the county sold the parcel exceeds the financial obligations or environmental risks associated with the parcel; and

WHEREAS, pursuant to TENN. CODE ANN. § 67-5-2507(c)(2) If the County Mayor determines that such financial obligations or environmental risks exceed the value of any particular parcel, the county legislative body may adopt a resolution, by a two-thirds (2/3) vote, concurring in the County Mayor's determination and directing the County Mayor to request that the Chancery Court rescind its order confirming the tax sale as to those parcels; and

WHEREAS, the Henry County Mayor has determined (and the Henry County Board of Commissioners concur that), for the reasons stated below, the financial obligations and environmental risks associated with the following parcels far exceed the value of these parcels or amount of money the county is likely to receive if the county sold the parcels:

(1) Map 095P Parcel 049.00; (2) Map 123 Parcel 029.03; (3) Map 123, Parcel 029.13; and (4) Map 117, Parcel 020.00.

Reason: #1-The property is unbuildable and not economical to clean up.

#2, #3, and #4 - The Henry County Sheriff's Department has quarantined these parcels due to methamphetamine contamination. The cost to decontaminate each parcel is estimated to cost thousands of dollars, which far exceeds the parcels' potential resale value. The cost of decontamination constitutes an undue financial obligation. The contamination constitutes an obvious environmental risk.

NOW, THEREFORE, by a vote of over 2/3rds of its members, the Henry County Board of Commissioners, meeting in a regular session on this the 21st day of February, 2023, resolve as follows:

 The Henry County Board of Commissioners concurs with the Henry County Mayor's determination that the financial obligations and environmental risks associated with the following parcels far exceed the value of these parcels or amount of money the county is likely to receive if the county sold the parcels:
 Map 095P Parcel 049.00; Map 123 Parcel 029.03; Map 123, Parcel 029.13; and Map 117, Parcel 020.00.

- 2. The Henry County Board of Commissioners authorizes and directs the Henry County Mayor, by and through the Henry County Attorney, to move the Henry County Chancery Court to rescind its order confirming the tax sale as to Map 095P Parcel 049.00; Map 123 Parcel 029.03; Map 123, Parcel 029.13; and Map 117, Parcel 020.00 due to the financial burden and environmental risk of said parcels.
- 3. The Henry County Board of Commissioners urges the presiding Chancellor to rescind its order confirming the tax sale as to Map 095P Parcel 049.00; Map 123 Parcel 029.03; Map 123, Parcel 029.13; and Map 117, Parcel 020.00 due to the financial burden and environmental risk of said parcels.
- 4. A true and correct copy of this resolution shall be spread upon the minutes of this meeting.

PASSED 2-21-23

OHN PENN RIDGEWAY

HENRY COUNTY COMMISSION

DONNA CRAIG COUNTY CLERK

JOHN PENN RIDGEWAY HENRY COUNTY MAYOR

ROLL CALL

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

Commissioner Wade made a motion to approve Resolution 8-2-23, in support of Senate Bill 477 / House Bill 632 regarding Convenient Vote Center Pilot Project. The motion was seconded by Commissioner Greg Carter.

ITEM NO. 10

TIEM NO. 10	T	T =======	T	T				
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL	X							
CARTER, GREG				X	X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH	X							
McELROY, MELISSA	X							
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY					X			
WADE, RICKY			X		X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	3				12			

MOTION CARRIED

DATE: 2-21-23

RESOLUTION NO. 8-2-23

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS IN SUPPORT OF SENATE BILL 477 / HOUSE BILL 632 REGARDING CONVENIENT VOTE CENTER PILOT PROJECT

WHEREAS, Senate Bill 477 and House Bill 632 are pending before the Tennessee General Assembly and, if enacted, will authorize Henry County to establish a convenient vote center pilot project for local, state and federal elections to be held in 2024 pursuant to Title 2, Chapter 3, Part 3 of the Tennessee Code; and

WHEREAS, the Henry County Election Commission believes a convenient vote center pilot project to be in the best interest of the citizens of Henry County; and

NOW THEREFORE, BE IT RESOLVED by the Henry County Board of Commissioners assembled in regular session on this the 21st day of February 2023, a majority or more of said membership occurring, that this body supports the passage of Senate Bill 477 and House Bill 632; and

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to State Senator John Stevens and House Representative Tandy Darby along with a request that they furnish a copy of the same to the Senate and House of the Tennessee General Assembly; and

BE IT FINALLY RESOLVED that a copy of this Resolution be spread upon the minutes of this meeting.

PASSED 3-21-23

OHN PENN RIDGEWAY, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG

COUNTY CLERK

APPROVED 2-21-23

JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR

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

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

ITEM NO. 11

TIEWINO, II	A DOINING	DD DCD 7	1.6000000	I and a second	T	T		
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL	X							
CARTER, GREG								
ELIZONDO, CHARLES								
GEAN, RANDY								
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH	X							
McELROY, MELISSA	X							
NEAL, PAUL								
STARKS, MONTE								
VISSER, MARTY			X					
WADE, RICKY				X				
WEBB, DAVID								
WILES, RALPH								
TOTAL								
	1							

VOICE VOTE CARRIED

DATE: 2-21-23