



AGENDA
HENRY COUNTY COMMISSION
Monday, September 20, 2021
5:00 P.M.
CHANCERY COURTROOM

1. Call to order and opening of the Commission.
2. Invocation.
3. Pledge to the Flag of the United States of America.
4. Roll call.
5. Citizen's forum.
6. Commissioner's forum.
7. Presentation by Mike Galey from County Technical Assistance Service (CTAS) regarding redistricting.
8. Discussion by Pat Hollingsworth regarding Utilities for the 911 Radio Project.

9. **BUSINESS:**

a. Approval of Consent Agenda and action thereon by the Commission.

b. Appointments, confirmations, and elections.

Consideration of a resolution making certain appointments to various boards and committees and action thereon by the Commission.

RESOLUTION #1-9-21

c. Consideration of resolutions to approve budget amendments and action thereon by the Commission. **RESOLUTION #2-9-21, RES #3-9-21, RES #4-9-21**

d. Consideration of a resolution to update the uniform allowance policy for the Henry County Sheriff's Department. **RESOLUTION #5-9-21**

e. Interlocal Agreement Only is in packet. Resolution will be distributed at the meeting.

Consideration of a resolution to adopt Interlocal Agreement between City of Paris & County of Henry to acquire additional land for landfill.

RESOLUTION #6-9-21

f. Resolution will be distributed at the meeting and explanation will be given by Rob Goad, Executive Director of PHCIC.

Consideration of a resolution to approve agreement between Henry County Commission and Paris-Henry County Industrial Committee (PHCIC) to acquire land for industrial development project.

RESOLUTION #6a-9-21

g. Consideration of a resolution to elect Henry County school board member for District #1. **RESOLUTION #7-9-21**

10. Announcements and Statements.

11. Adjournment.



CONSENT AGENDA

September 20, 2021

ITEMS TO BE APPROVED:

1. Minutes of the meeting of August 16, 2021
2. Notary Public designations
3. Various quarterly reports
4. Henry County Medical Center Statement of Cash Flow
5. Trustee's month end report
6. Copy of Tennessee Comptroller's letter acknowledging receipt of a certified copy of the fiscal year 2022 budget.
7. Map of Henry County Commission Districts and Population Summary.

RESOLUTION NO. 1-9-21

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20th day of September, 2021, a majority or more of said Commissioner's concurring, that:

SECTION 1. The following be and hereby appointed to the Chairman of the Commission for 1-year term with term to expire September, 2022:

- a. John Penn Ridgeway

SECTION 2. The following be and hereby appointed to the Vice-Chairman of the Commission for a 1-year term to expire September, 2022:

- a. James Travis

SECTION 3. The following be and hereby re-appointed to the Board of Health for a 1-year term with term to expire September, 2022.

- a. John Penn Ridgeway

SECTION 4. The following be and hereby appointed to the Henry County Solid Waste Regional Board to fill the unexpired 6-year term of Brent Greer with term to expire September, 2023.

- a. John Penn Ridgeway

SECTION 5. The following be and hereby re-appointed to the Tourism Committee for a 1-year term with term to expire September, 2022.

- a. Monte Starks

SECTION 6. The following be and hereby re-appointed to the Veterans Service Committee for a 1-year term to expire September, 2022.

- a. John Penn Ridgeway

BE IT FURTHER RESOLVED that any and all acts previously passed by this Board of County Commissioners which are in conflict with this Resolution be and hereby are rescinded, repealed, and are of no effect whatsoever.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage by this Board of County Commissioners and approval by the County Executive, the public welfare requiring it.

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

PASSED _____

**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**

**DONNA CRAIG
COUNTY CLERK**

APPROVED _____

**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

RESOLUTION #2-9-21

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 September 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:

RECORD PRESERVATION

INCREASE ACCOUNT 51910-599, entitled "Other Charges," in the amount of \$3,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$3,000.00

Please see the attached email from Stephanie Tayloe regarding this transfer.

EMERGENCY MANAGEMENT

INCREASE REVENUE ACCOUNT 46990, entitled "Other State Revenue," in the amount of \$200,000.00

INCREASE ACCOUNT 54490-790, entitled "Other Equipment," in the amount of \$249,963.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$49,963.00

This transfer is to put in the budget revenue from the state for the impact fee and to put into the budget an expense account that was not added into the budget due to a formula in the budget spreadsheet.

AIRPORT

INCREASE REVENUE ACCOUNT 47305, entitled "Covid-19 Grant #5," in the amount of \$13,000.00

INCREASE ACCOUNT 58220-189, entitled "Other Salaries & Wages," in the amount of \$1,000.00

INCREASE ACCOUNT 58220-169, entitled "Part-time Personnel," in the amount of \$500.00

INCREASE ACCOUNT 58220-336, entitled "Maintenance & Repair - Equipment," in the amount of \$3,000.00

INCREASE ACCOUNT 58220-719, entitled "Office Equipment," in the amount of \$3,000.00

INCREASE ACCOUNT 58220-399, entitled "Other Contracted Services," in the amount of \$5,500.00

Please see memo from Bob Nolan regarding this transfer.

CONTRIBUTIONS TO OTHER AGENCIES

INCREASE REVENUE ACCOUNT 47990, entitled "Other Direct Federal Revenue," in the amount of \$780,928.00

INCREASE ACCOUNT 58500-358, entitled "Remittance of Revenue Collected," in the amount of \$780,928.00

This transfer is to put in the budget (2) HUD grants for 7/1/20 through 6/30/22.

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

PASSED _____

JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED _____

JOHN PENN RIDGEWAY
COUNTY MAYOR

RESOLUTION #3-9-21

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 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 Solid Waste 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 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 20th day of September 2021, 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 \$13,484.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$13,484.00

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

PASSED _____

JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED _____

JOHN PENN RIDGEWAY
COUNTY MAYOR

RESOLUTION #4-9-21

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL PURPOSE SCHOOL FUND FOR FISCAL 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 Purpose School 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 Purpose School Fund; and,

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 20th day of September 2021, a majority or more of said membership concurring, that the budget for the Henry County General Purpose School Fund be and hereby is amended as follows, to-wit:

<u>General Purpose School Fund</u>		<u>Debit</u>	<u>Credit</u>
<u>Increase Revenue</u>			
46590	725 Summer Learn Grant		\$3,292.06
<u>Decrease Reserve</u>			
34555	510 FRC Benevolence		\$23,200.00

34555	511	FRC Weekend Backpack	\$15,000.00
34785		Reserved for Debt Service/Capital	\$1,410,240.00
34785	325	Reserved for Capital	\$610,000.00
34785	375	Reserved for Custodial	\$450,000.00

Increase Expenditure Account

72610	161	Custodial Staff	\$225,000.00	
72610	201	Social Security	\$13,950.00	
72610	204	Retirement	\$11,250.00	
72610	207	Medical Insurance	\$50,000.00	
72610	212	Medicare	\$3,262.00	
72610	720	Equipment	\$146,538.00	
73100	165	725 Food Service Personnel	\$3,000.00	
73100	201	725 Social Security	\$186.00	
73100	204	725 Retirement	\$62.50	
73100	212	725 Medicare	\$43.56	
73300	399	510 Other Contracted Services	\$3,200.00	
73300	599	510 FRC Benevolence	\$20,000.00	
73300	599	511 FRC Weekend Backpack	\$15,000.00	
76100	707	Capital Outlay	\$100,000.00	
76100	799	Other Capital Projects-	\$1,310,240.00	
76100	799	325 Other Capital Outlay	\$610,000.00	
			<u>\$2,511,732.06</u>	<u>\$2,511,732.06</u>

Food Service

Decrease Reserve

			<u>Debit</u>	<u>Credit</u>
34570	10	Reserved for Food Service		\$342,428.30

Increase Expenditure Account

73100	165	Food Service	\$20,000.00	
73100	201	Social Security	\$1,240.00	
73100	204	Retirement	\$2,687.00	
73100	207	Medical Insurance	\$100,000.00	
73100	212	Medicare	\$11,622.30	
73100	710	Equipment	\$206,879.00	
			<u>\$342,428.30</u>	<u>\$342,428.30</u>

****** Transfer requested to update food service equipment in our schools and for additional employees**

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

PASSED _____

JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED _____

JOHN PENN RIDGEWAY
COUNTY MAYOR

RESOLUTION NO. 5-9-21

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO UPDATE THE EXISTING UNIFORM ALLOWANCE POLICY FOR THE HENRY COUNTY SHERIFF'S DEPARTMENT

WHEREAS, the Henry County Sheriff's Department has some seventy officers within its department; and

WHEREAS, it is normal policy to provide uniforms for the uniformed officers and other employees; and

WHEREAS, the Henry County Sheriff has determined that new deputy officers employed and in their first year of employment shall be allotted up to \$1,200 per year for a full issue of clothes at 6 months intervals at \$600 for each 6 months period for their first year only; and

WHEREAS, the Henry County Sheriff has also determined that deputies (after their first year of employment) and correctional officers in their first year of employment shall be allotted up to \$450 per year and every succeeding year of employment for an issue of clothes; and

WHEREAS, the Henry County Sheriff has resolved that all new dispatchers and clerical staff employed and in their first year of employment shall be allotted \$300 per year and every succeeding year of employment for clothing; and

WHEREAS, the Henry County Sheriff shall be allotted a clothing allowance of \$600 per year; and

WHEREAS, the aforementioned funds shall be used only to buy outside clothing articles such as shirts, pants, shoes, hats, jackets, and other authorized items being badges, collar brass, holsters, belts, handcuff cases, badge cases, and items required for a proper uniform; and

WHEREAS, items such as handcuffs, flashlights, and other hardware that are used to perform duties, but not part of the uniform, cannot be purchased out of this chart account number; and

WHEREAS, each employee shall receive clothing equal to their annual allocated amount each fiscal year once the budget is approved; and

WHEREAS, new employees will receive clothing at six months intervals for one-half of their yearly allotment; and

WHEREAS, employees shall maintain their clothing according to the department policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 20th day of September, 2021, a majority or more of the membership concurring, does hereby update the existing uniform policy for the Henry County Sheriff's Department as follows:

1. New deputy officers employed and in their first year of employment shall be allotted up to \$1,200 per year for a full

issue of clothes at 6 months intervals at \$600 for each 6 months period for their first year only.

2. Deputies (after their first year of employment) and correctional officers in their first year of employment shall be allotted \$450 per year and every succeeding year of employment for clothing allowance.
3. All other dispatchers and clerical staff employed and in their first year of employment shall be allotted \$300 per year and every succeeding year of employment for clothing allowance.
4. The Henry County Sheriff shall be allotted \$600 per year for clothing.
5. These funds will be used only to buy outside clothing articles as follows: shirts, pants, shoes, hats, jackets, and other authorized items being badges, collar brass, holsters, belts, handcuff cases, badge cases, and items required for a proper uniform.
6. Other items that are used to perform duties, but are not part of the uniform, cannot be purchased out of this uniform chart account number and they are as follows: handcuffs, flashlights, and other hardware that are used to perform duties, but not part of the uniform.

BE IT FURTHER RESOLVED that any and all acts previously passed by this Board of County Commissioners which are in conflict with this Resolution be and hereby are rescinded, repealed, and are of no effect whatsoever.

BE IT FURTHER RESOLVED that this approval and authorization shall become effective upon passage by the County Commission and approval of the County Mayor.

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

PASSED_____

**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**

**DONNG CRAIG
COUNTY CLERK**

APPROVED_____

**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

RESOLUTION NO. 6-9-21

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO APPROVE INTERLOCAL AGREEMENT BETWEEN CITY OF PARIS & COUNTY OF HENRY TO ACQUIRE ADDITIONAL LAND FOR LANDFILL

WHEREAS, the City of Paris, Tennessee (hereinafter “City”) and the County of Henry, Tennessee (hereinafter “County”) co-own that certain landfill located on Jones Bend Road in Henry County (appearing on Map 096, Parcels 009.01 and 009.03 of the Henry County Assessor, hereinafter the “Landfill”) pursuant to that certain Interlocal Agreement dated February 2, 1995 (the “Landfill Agreement”); and

WHEREAS, the City and County desire to purchase approximately 56.4 acres of additional land adjoining the Landfill (appearing on Map 096, Parcels 016.00, 016.01 and 021.00 of the Henry County Assessor) from WAVERLY WOOD LLC for the sum of one hundred thousand (\$100,000.00) dollars with the intent to use said land for landfill purposes pursuant to the Landfill Agreement; and

WHEREAS, the City and County desire to divide the purchase price as follows: The City will pay the entire purchase price to the seller; the County will pay the City \$25,000.00 this fiscal year (on or before June 30, 2022) and an additional \$25,000.00 next fiscal year (on or before June 30, 2023); and

WHEREAS, expansion of the Landfill by addition of the land described above is in the best interests of the citizens and residents of the City and County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee assembled in regular session on this 20th day of September, 2021, a majority or more of the membership concurring, that Henry County shall enter into the attached Interlocal Agreement Between City of Paris & County of Henry to Acquire Additional Land for Landfill; and

BE IT FURTHER RESOLVED that the Henry County Mayor is authorized and directed to execute said Interlocal Agreement on behalf of the County; and

BE IT FURTHER RESOLVED that the City of Paris is requested to enter into said Interlocal Agreement as a co-party with Henry County; and

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

PASSED _____

**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**

DONNA CRAIG, COUNTY CLERK

APPROVED _____

**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

SUPPORT FOR RESOLUTION #6-9-21

INTERLOCAL AGREEMENT BETWEEN CITY OF PARIS & COUNTY OF HENRY TO ACQUIRE ADDITIONAL LAND FOR LANDFILL

WHEREAS, the City of Paris, Tennessee (hereinafter “City”) and the County of Henry, Tennessee (hereinafter “County”) co-own that certain landfill located on Jones Bend Road in Henry County (appearing on Map 096, Parcels 009.01 and 009.03 of the Henry County Assessor, hereinafter the “Landfill”) pursuant to that certain Interlocal Agreement dated February 2, 1995 (the “Landfill Agreement”); and

WHEREAS, the City and County desire to purchase approximately 56.4 acres of additional land adjoining the Landfill (appearing on Map 096, Parcels 016.00, 016.01 and 021.00 of the Henry County Assessor) from WAVERLY WOOD LLC for the sum of one hundred thousand (\$100,000.00) dollars with the intent to use said land for landfill purposes pursuant to the Landfill Agreement; and

WHEREAS, the City and County desire to divide the purchase price as follows: The City will pay the entire purchase price to the seller; the County will pay the City \$25,000.00 this fiscal year (on or before June 30, 2022) and an additional \$25,000.00 next fiscal year (on or before June 30, 2023); and

WHEREAS, expansion of the Landfill by addition of the land described above is in the best interests of the citizens and residents of the City and County;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is for the City and County to acquire additional land adjoining the Landfill—specifically, that approximately 56.4 acres of land appearing on Map 096, Parcels 016.00, 016.01 and 021.00 of the Henry County Assessor. Title to the land will be vested one-half in the City and one-half in the County.

**ARTICLE II
SERVICE PROVIDED**

The Landfill (including the additional land to be acquired in accordance with this Agreement) will continue to be operated in accordance with the Landfill Agreement. This Agreement supplements the Landfill Agreement, and the parties hereby affirm that they have been and will continue to operate the Landfill in accordance with the Landfill Agreement.

**ARTICLE III
RESPONSIBILITY OF THE PARTIES / COST AND FINANCES**

The City will pay the entire purchase price to the seller to acquire the land (being one hundred thousand [\$100,000.00] dollars). The County will pay the City \$25,000.00 this fiscal year (on or before June 30, 2022) and an additional \$25,000.00 next fiscal year (on or before June 30, 2023).

If for any reason the real estate purchase contemplated herein fails to close, the parties shall be relieved of their obligations and this Agreement shall terminate, but the Landfill Agreement shall remain in full force and effect.

**ARTICLE IV
DURATION AND TERMINATION OF AGREEMENT**

This Agreement and the Landfill Agreement shall continue in perpetuity unless and until terminated by either party. Each party has the right of termination upon written notice of 180 days. In the event of termination of this Agreement for any reason other than the failure of the real estate purchase to close, the County shall pay the City all sums required to be paid hereunder by the deadlines specified herein.

**ARTICLE V
AMENDMENTS**

This agreement may be amended, supplemented or modified at any time only by written agreement of the parties. It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid, unless made in writing, and signed by the parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either party.

ARTICLE VI PERFORMANCE OF AGREEMENT

The parties shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this agreement, including without limitation all those pertaining to services, wages and hours, confidentiality, disabilities and discrimination.

ARTICLE VII DISPUTES

Governing Law: This Agreement shall be governed exclusively by the laws of the State of Tennessee.

Conflict: In the event of conflict among the terms and conditions of this agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable state case law, statutes and regulations; then
3. The specific terms and conditions of any appendix attached hereto; then
4. The terms and conditions of this Agreement.

Waiver Limited: A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

ARTICLE VIII GENERAL PROVISIONS

Assignment: The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void.

Entire Agreement: This agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

Invalid Provisions: The invalidity or unenforceability of any particular term or provision of this agreement shall not affect the validity or enforceability of any other

term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

No Joint Venture or Partnership: It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

**ARTICLE IX
MUTUAL INDEMNIFICATION AND HOLD HARMLESS**

City: The City shall hold harmless and defend the County from all claims and liability due to the negligent acts, errors, or omissions of the City, its agents and/or employees.

County: The County shall hold harmless and defend the City from all claims and liability due to the negligent acts, errors or omissions of the County, its agents and/or employees.

IN TESTIMONY WHEREOF the City and County have executed this Agreement in duplicate originals, either of which may be treated as an original, on this the _____ day of _____, 2021.

**CARLTON GERRELL
PARIS CITY MAYOR**

Date: _____

**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

Date: _____

RESOLUTION NO. 6a-9-21

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO GRANT THE PARIS-HENRY COUNTY INDUSTRIAL COMMITTEE AN OPTION TO ACQUIRE LAND

WHEREAS, the Paris-Henry County Industrial Committee (hereinafter “PHCIC”) has requested that the County of Henry, Tennessee (hereinafter “County”) grant the PHCIC an option to acquire land owned by the County and depicted on the maps of the Henry County Assessor of Property as a portion of Map 94, Parcel 57 more particularly described in the attached Option Agreement (the “Subject Property”); and

WHEREAS, PHCIC intends to use the Subject Property for an industrial development project; and

WHEREAS, Section 7-53-310 of the Tennessee Code authorizes counties to gift, lease or sell land to an industrial development corporation for project sites; and

WHEREAS, use of the Subject Property for an industrial development project would be in the best interest of the citizens of Henry County, and the County presently has no other productive use for the Subject Property;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee assembled in regular session on this 20th day of September, 2021, a majority or more of the membership concurring, that Henry County shall—for and in consideration of the option fee of \$1.00 to be paid by PHCIC to the County—grant PHCIC an option to purchase all or any portion of the Subject Property for the purchase price of \$1.00 with such option to expire if not exercised prior to September 20, 2023, provided however that the County shall not be responsible for any costs associated with the acquisition (survey, title examination, deed preparation, closing costs, etc.) and the conveyance will be AS IS and without any warranties whatsoever; and

BE IT FURTHER RESOLVED that the Henry County Mayor is authorized and directed to execute the attached Option Agreement on behalf of the County; and

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

PASSED _____

**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**

DONNA CRAIG, COUNTY CLERK

APPROVED _____

JOHN PENN RIDGEWAY, COUNTY MAYOR

This Instrument Prepared
Without Benefit of Title Opinion By:
Greer, Greer & Whitfield, Attorneys, PLLC
PO Box 385, Paris, TN 38242

OPTION AGREEMENT

THIS OPTION AGREEMENT is hereby made and entered into by and between the Government of Henry County, Tennessee (herein called "Seller") and the Paris-Henry County Industrial Committee, a Tennessee Industrial Development Corporation organized under Title 7, Chapter 53 of the Tennessee Code (herein called "Purchaser").

WITNESSETH:

For and in consideration of the sum of ONE (\$1.00) Dollar, cash in hand paid by Purchaser to Seller, the receipt and sufficiency of which is hereby acknowledged, Seller grants to Purchaser, or such other person or entity as Purchaser may direct, the option to purchase all or any portion of the real property located in Henry, County, Tennessee, described hereinbelow, together with any easements Seller owns in conjunction therewith, at any time after the effective date of this instrument and through and including the date of September 20, 2023. The real property that is the subject of this option is described as follows:

Approximately 25 acres depicted on the maps of the Henry County Assessor of Property as PORTION OF Map 94, Parcel 57 bounded on the west by Plumley Drive, north by Map 094, Parcel 057.15, east by Map 107, Parcel 004.00, and south by Map 107, Parcel 001.01. (A survey and legal description satisfactory to Seller must be furnished by Purchaser upon exercising this Option.)

All property and interests of Seller that are the subject of the option hereunder are herein sometimes collectively called the "Property."

THIS OPTION IS MADE SUBJECT TO THE FOLLOWING TERMS AND PROVISIONS:

1. Exercise of Option. Purchaser may exercise the option to purchase the Property at any time during the initial option period, or any extension thereof as hereinafter provided. Such option shall be exercised by Purchaser by giving written notice to Seller of Purchaser's intention to so exercise the option on or before the expiration of

the option period, or any extension thereof. If such option is exercised, Seller shall, within 90 days after such exercise, close the sale of the Property to Purchaser.

2. Terms of Sale. Upon the exercise of the option, sale of the Property shall be made upon the following terms and provisions:

(a) Purchase Price. The purchase price for the Property shall be the sum of exactly ONE (\$1.00) Dollar.

(b) Conveyance of Property; Status of Title. Seller shall convey by quitclaim deed only; Purchaser shall be responsible for its own diligence with respect to status of title and status of the Property, which is sold "AS IS" with no representations or warranties whatsoever.

(c) Survey. Purchaser shall, at Purchaser's expense, furnish to Seller upon exercising this Option (or within 30 days thereafter) a Category I (Urban) survey of the Property prepared by a reputable land surveyor or engineer duly licensed in the State of Tennessee and reasonably acceptable to Seller.

(d) Closing. Closing of sale shall be within 90 days after exercise of the option. At closing all documents necessary for conveyance of the Property shall be executed and delivered, all adjustments shall be made, and the purchase price shall be paid. Seller shall execute and deliver all instruments reasonably deemed necessary by Purchaser to accomplish this transaction. All closing costs shall be paid by Purchaser.

(e) Land use. The Property may be used only for industrial development corporation project sites. (This provision applies to Purchaser and shall not be a restrictive covenant running with the land.)

3. Miscellaneous. This Option Agreement is binding on the heirs, successors, and assigns of the respective parties, and constitutes the entire agreement between the parties. Captions are for convenience only and shall not limit the scope or intent of this agreement, or any part hereof. Any notice required or allowed hereunder shall be hand-delivered, or sent by or other similar express service, or sent by United States certified mail, postage prepaid, return receipt requested, if to Seller at Henry County Mayor, 101 W Washington St., Paris, TN 38242, and if to Purchaser, at Executive Director, Paris-Henry County Industrial Committee, 206 North Poplar St., Paris, TN 38242. Any such notice shall be effective upon sending. This instrument is severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective September 20, 2021.

Government of Henry County, Tennessee

By:

JOHN PENN RIDGEWAY, COUNTY MAYOR

Paris-Henry County Industrial Committee

By:

ROB GOAD, EXECUTIVE DIRECTOR

State of Tennessee
County of Henry

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

WITNESS my hand and official seal of office this _____ day of _____, 2021.

Notary Public
My Commission Expires: _____

State of Tennessee
County of Henry

Before me, a Notary Public, of the State and County of aforesaid, personally appeared **Rob Goad**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Executive Director** (or other officer authorized to execute the instrument) of the **Paris-Henry County Industrial Committee**, the within bargainer, a Tennessee Industrial Development Corporation organized under Title 7, Chapter 53 of the Tennessee Code, and that he as such **Executive Director**, being authorized so to do,

executed the forgoing instrument for the purposes therein contained, by signing the name of the corporation by himself as **Executive Director**.

WITNESS my hand and official seal of office this _____ day of _____, 2021.

Notary Public
My Commission Expires: _____

RESOLUTION NO. 7-9-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENRY COUNTY, TENNESSEE TO APPOINT HENRY COUNTY SCHOOL BOARD MEMBER FOR DISTRICT #1

WHEREAS, a vacancy now exists on the Henry County School Board for District #1; and

WHEREAS, it is the duty and responsibility of the Board of Commissioners of Henry County, Tennessee to appoint a qualified citizen to fill the said vacancy; and

WHEREAS, the Board of Commissioners has examined and evaluated the qualifications of certain citizens for appointment to the said board.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 20th day of September 2021, the majority of the Commissioners concurring, that Russell Orr is appointed to the Henry County Board of Education for an interim period effective immediately and ending August 31, 2022, to fill the unexpired term of First District member Junior Staggs, who previously resigned from said position. The remainder of Junior Staggs's unexpired term shall be filled at the next countywide general election for which the candidate has sufficient time to qualify (which election is expected to be held in August 2022).

BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage by this Board of County Commissioners and approval by the County Mayor, the public welfare requiring it.

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

PASSED _____

**JOHN PENN RIDGEWAY, CHAIRMAN
COUNTY COMMISSION**

**DONNA CRAIG
COUNTY CLERK**

APPROVED _____

**JOHN PENN RIDGEWAY
COUNTY MAYOR**