



**AGENDA**  
**HENRY COUNTY COMMISSION**  
**JUNE RECESSED MEETING**  
**JUNE 24, 2024 - 5:00 PM**

**911 OFFICE – 204 N. BREWER STREET**

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. Commissioners' forum
7. Joint Zoom call with HCMC and Angela Humphreys, Co-Chair, Healthcare Private Equity - Bass, Berry & Sims PLC
8. BUSINESS:
  - a. Approval of Consent Agenda and action thereon by the Commission
  - b. Consideration of a resolution making certain appointments to various boards and committees and action thereon by the Commission.  
**RESOLUTION #1-6R-24**
  - c. Consideration of a resolution to approve budget amendment and action thereon by the Commission. **RESOLUTION #2-6-24**

- d. Consideration of a resolution to approve budget amendment and action thereon by the Commission. **RESOLUTION #2a-6-24** (Copy will be distributed at meeting)
- e. Consideration of a resolution to approve budget amendment and action thereon by the Commission. **RESOLUTION #3-6-24**
- f. Consideration of a resolution to approve budget amendment and action thereon by the Commission. **RESOLUTION #3a-6-24** (Copy will be distributed at meeting)
- g. Consideration of a resolution to approve budget amendment and action thereon by the Commission. **RESOLUTION #4-6-24**
- h. Consideration of a resolution to approve budget amendment and action thereon by the Commission. **RESOLUTION #5-6-24**
- i. Consideration of a resolution to approve budget amendment and action thereon by the Commission. **RESOLUTION #6-6-24**
- j. Consideration of a resolution to approve budget amendment and action thereon by the Commission. **RESOLUTION #7-6-24**
- k. Consideration of a resolution to approve budget amendment and action thereon by the Commission. **RESOLUTION #8-6-24**
- l. Consideration of a resolution to approve the annual review of the Model Debt Policy for Henry County in compliance with requirements of the Governor's Three Star Program. **RESOLUTION #9-6R-24**
- m. Consideration of a resolution adopting the non-profit appropriations for Fiscal Year 2024-2025 and action thereon by the Commission. **RES #10-6R-24**
- n. Consideration of a resolution adopting the budget for Henry County, Tennessee for Fiscal Year 2024-2025 and action thereon by the Commission. **RESOLUTION #11-6R-24**
- o. Consideration of a resolution to approve Letter of Intent with West Tennessee Healthcare and action thereon by the Commission. **RESOLUTION #12-6R-24** (Copy will be distributed at meeting)

9. Announcements and Statements

10. Adjournment



# **CONSENT AGENDA**

## **JUNE 24, 2024**

### ITEMS TO BE APPROVED:

1. Henry County Medical Center Statement of Cash Flow
2. Trustee's month end reports

**RESOLUTION NO. 1-6R-24**

**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 24<sup>th</sup> day of June, 2024, a majority or more of said Commissioner's concurring, that:

**SECTION 1.** Re-appointments to the Board of Equalization for two-year terms which expire April, 2026.

- a. James Travis
- b. Darrin Thompson

**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 #2-6-24**

**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 2023-2024**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2023, adopted the budget for the Henry County General Fund for fiscal 2023-2024; 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 24<sup>th</sup> day of June 2024, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

**COUNTY COMMISSION**

INCREASE ACCOUNT 51100-355, entitled "Travel," in the amount of \$4,100.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$4,100.00

The transfer is to put into the budget to cover travel in May for the commissioners.

**COUNTY MAYOR'S OFFICE**

INCREASE ACCOUNT 51300-355, entitled "Travel," in the amount of \$425.00

DECREASE ACCOUNT 51300-435, entitled "Office Supplies," in the amount of \$147.79

DECREASE ACCOUNT 5130-337, entitled "Maintenance & Repair – Office Equipment," in the amount of \$277.21

The transfer is to put into the budget to cover travel through June 30<sup>th</sup>.

**REGISTER OF DEEDS**

INCREASE ACCOUNT 51600-106-DP2, entitled "Deputy Salary," in the amount of \$3,061.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$3,061.00

The transfer is due to the retirement of a deputy in December and hiring the new deputy for training.

**PROPERTY ASSESSOR'S OFFICE**

INCREASE ACCOUNT 52310-106-001, entitled "Deputy Salary," in the amount of \$1,382.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$1,382.00

This transfer is due to promoting a deputy versus hiring a deputy.

**COUNTY TRUSTEE**

INCREASE REVENUE ACCOUNT 45620 entitled "Fees in Lieu - Other," in the amount of \$405.00

INCREASE ACCOUNT 52400-599-001 entitled "Other Charges," in the amount of \$405.00



This transfer is to put into the budget for trustee commissions for municipalities July – April 2024 collected more than budgeted

INCREASE ACCOUNT 52400-709 entitled “Data Processing Equipment,” in the amount of \$12025.00

DECREASE ACCOUNT 39000, entitled “Unappropriated Fund Balance,” in the amount of \$12,025.00

This transfer is to put into the budget for accounts payable FY24 not paid until November. Audit put expense in this year’s budget.

**COUNTY CLERK**

INCREASE ACCOUNT 52500-106-002 entitled “Deputy Salary,” in the amount of \$1,012.00

DECREASE ACCOUNT 39000, entitled “Unappropriated Fund Balance,” in the amount of \$1,012.00

This transfer is due to the retirement of a clerk.

**CHANCERY CLERK**

INCREASE ACCOUNT 53400-106-DP1 entitled “Deputy Clerk Salary,” in the amount of \$1,901.00

DECREASE ACCOUNT 53100-106-002 entitled “Deputy Clerk Salary,” in the amount of \$1,901.00

This transfer is due to an employee leaving and another being promoted.

**SHERIFF’S OFFICE AND JAIL**

INCREASE ACCOUNT 54110-716, entitled “Law Enforcement Equipment,” in the amount of \$25,000.00

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

INCREASE ACCOUNT 54110-338, entitled “Maintenance & Repair – Vehicle,” in the amount of \$5,800.00

DECREASE ACCOUNT 54110-307, entitled “Communication,” in the amount of \$1,800.00

DECREASE ACCOUNT 54110-317, entitled “Data Processing Services,” in the amount of \$4,000.00

INCREASE ACCOUNT 54110-450, entitled “Tires & Tubes,” in the amount of \$2,400.00

DECREASE ACCOUNT 54110-320, entitled “Due & Memberships,” in the amount of \$700.00

DECREASE ACCOUNT 54110-335, entitled “Maintenance & Repair – Building,” in the amount of \$900.00

DECREASE ACCOUNT 54110-337, entitled “Maintenance & Repair – Equipment,” in the amount of \$300.00

DECREASE ACCOUNT 54110-353, entitled “Towing,” in the amount of \$500.00

INCREASE ACCOUNT 54110-148-003 entitled “Dispatcher Salary,” in the amount of \$344.00

DECREASE ACCOUNT 54110-106-003, entitled “Deputy Salary,” in the amount of \$344.00

INCREASE ACCOUNT 54110-189 entitled “Other Salaries & Wages,” in the amount of \$9,413.00

DECREASE ACCOUNT 54110-106-003, entitled “Deputy Salary,” in the amount of \$1,990.00

DECREASE ACCOUNT 54110-106-006, entitled “Deputy Salary,” in the amount of \$2,500.00

DECREASE ACCOUNT 54110-106-009, entitled “Deputy Salary,” in the amount of \$1,523.00

DECREASE ACCOUNT 54110-106-010, entitled “Deputy Salary,” in the amount of \$900.00

DECREASE ACCOUNT 54210-189, entitled “Other Salaries & Wages,” in the amount of \$2,500.00

INCREASE ACCOUNT 54210-110, entitled “Lieutenant – Jail Admin,” in the amount of \$5,393.00

DECREASE ACCOUNT 54110-108-005, entitled “Investigator Salary,” in the amount of \$993.00

DECREASE ACCOUNT 54210-160-014, entitled “Guard Salary,” in the amount of \$1,900.00

DECREASE ACCOUNT 54210-160-016, entitled “Guard Salary,” in the amount of \$2,500.00

INCREASE ACCOUNT 54210-160-003, entitled “Guard Salary,” in the amount of \$2,704.00

DECREASE ACCOUNT 54210-160-020, entitled “Guard Salary,” in the amount of \$2,704.00

INCREASE ACCOUNT 54210-160-019, entitled “Guard Salary,” in the amount of \$1,819.00

DECREASE ACCOUNT 54210-160-020, entitled “Guard Salary,” in the amount of \$1,819.00

INCREASE ACCOUNT 54210-160-021, entitled “Guard Salary,” in the amount of \$6,991.00

DECREASE ACCOUNT 54210-160-009, entitled “Guard Salary,” in the amount of \$6,000.00

DECREASE ACCOUNT 54210-131, entitled “Medical Salary,” in the amount of \$991.00

INCREASE ACCOUNT 54210-160-025, entitled “Guard Salary,” in the amount of \$141.00

DECREASE ACCOUNT 54210-160-005, entitled “Guard Salary,” in the amount of \$141.00

INCREASE ACCOUNT 54210-167, entitled “Maintenance Salary,” in the amount of \$35.00

DECREASE ACCOUNT 54210-160-005, entitled “Guard Salary,” in the amount of \$35.00

INCREASE ACCOUNT 54210-168, entitled “Temporary Personnel – Bailiff Salary,” in the amount of \$9,200.00

DECREASE ACCOUNT 54210-169, entitled “Part-time Personnel,” in the amount of \$6,000.00

DECREASE ACCOUNT 54110-108-005, entitled “Investigator Salary,” in the amount of \$3,200.00

INCREASE ACCOUNT 54210-187, entitled “Overtime,” in the amount of \$4,200.00

DECREASE ACCOUNT 54110-169, entitled “Part-time Personnel,” in the amount of \$4,200.00

INCREASE ACCOUNT 54210-355, entitled “Travel,” in the amount of \$120.00

DECREASE ACCOUNT 54110-355, entitled “Travel,” in the amount of \$120.00

Please see memo from Josh Frey regarding these transfers.

**DRUG ENFORCEMENT**

INCREASE ACCOUNT 54150-162, entitled “Clerical Salary,” in the amount of \$4,134.00

INCREASE ACCOUNT 54150-187, entitled “Overtime,” in the amount of \$4,053.00

INCREASE ACCOUNT 54150-188, entitled "Bonus Payment," in the amount of \$400.00

INCREASE REVENUE ACCOUNT 49800, entitled "Operating Transfers," in the amount of \$8,587.00

This transfer due to salary increase for clerical in November, bonus payment to employee and overtime payments during the year.

**OTHER EMERGENCY MANAGEMENT**

INCREASE ACCOUNT 54490-355 entitled "Travel," in the amount of \$500.00

DECREASE ACCOUNT 54490-335, entitled "Maintenance & Repairs - Building" in the amount of \$500.00

Please see the request from Ron Watkins regarding this transfer.

INCREASE ACCOUNT 54490-790, entitled "Other Equipment" in the amount of \$1,462.92

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance" in the amount of \$1,462.92

This transfer due to wrong amount on original invoice paid. Additional charges were due for administration of CDBG for firetruck.

**COUNTY CORONER/MEDICAL EXAMINER**

INCREASE ACCOUNT 54610-199 entitled "Other Per Diem & Fees," in the amount of \$25,000.00

DECREASE ACCOUNT 54610-399 entitled "Other Contracted Services," in the amount of \$10,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance" in the amount of \$15,000.00

The transfer is to put into the budget to cover estimated expenses through June 30<sup>th</sup>

**OFFICE ON AGING**

INCREASE ACCOUNT 56100-130 entitled "Social Worker," in the amount of \$3,000.00

DECREASE ACCOUNT 56100-105 entitled "Director Salary," in the amount of \$3,000.00

INCREASE ACCOUNT 56100-307 entitled "Communication," in the amount of \$70.00

INCREASE ACCOUNT 56100-399 entitled "Other Contracted Services," in the amount of \$500.00

INCREASE ACCOUNT 56100-599 entitled "Other Charges," in the amount of \$600.00

DECREASE ACCOUNT 56100-355 entitled "Travel," in the amount of \$1,170.00

These transfers are to put into the budget to cover for estimated salaries and expenses through June 30<sup>th</sup>. The social worker was given a raise for additional responsibilities in January.

#### **AG EXTENSION**

INCREASE ACCOUNT 57100-204, entitled "State Retirement," in the amount of \$3,398.00

INCREASE ACCOUNT 57100-307, entitled "Communication," in the amount of \$375.00

INCREASE ACCOUNT 57100-320, entitled "Dues & Memberships," in the amount of \$5.00

INCREASE ACCOUNT 57100-513, entitled "Workers Compensation," in the amount of \$36.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$3,814.00

These transfers are to put into the budget to cover for estimated benefits and expenses through June 30<sup>th</sup>.

#### **OTHER CHARGES**

INCREASE ACCOUNT 58400-510, entitled "Trustee's Commission," in the amount of \$2,000.00

INCREASE ACCOUNT 58400-305, entitled "Audit Services," in the amount of \$322.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,322.00

This transfer is for the increase in fees estimated through June 30<sup>th</sup>.

INCREASE ACCOUNT 58500-316-DRUG, entitled "Contributions to other Agencies – Opioid," in the amount of \$401.00

DECREASE ACCOUNT 58400-499, entitled "Other Supplies & Materials - Opioid," in the amount of \$401.00

This transfer is for Opioid payment.

**EMPLOYEE BENEFITS**

INCREASE ACCOUNT 58600-201, entitled "Social Security," in the amount of \$10,000.00

DECREASE ACCOUNT 58600-204, entitled "State Retirement," in the amount of \$10,000.00

These transfers are to put into the budget to cover for estimated benefits through June 30<sup>th</sup>.

**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 #3-6-24**

**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 2023-2024**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Session, 2023, adopted the budget for the Henry County Solid Waste Fund for fiscal 2023-2024; 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 24<sup>th</sup> day of June 2024, 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 55710-435, entitled "Office Supplies," in the amount of \$63.00

DECREASE ACCOUNT 55710-302, entitled "Advertising," in the amount of \$63.00

INCREASE ACCOUNT 58600-188, entitled "Bonus Payments," in the amount of \$2,000.00



DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance,"  
in the amount of \$2,000.00

**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 #4-6-24**

**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 2023-2024**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Session, 2023, adopted the budget for the Henry County Debt Service Fund for fiscal 2023-2024; 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 24<sup>th</sup> day of June 2024, 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 REVENUE ACCOUNT 44110, entitled "Investment Income," in the amount of \$759,200.00

INCREASE ACCOUNT 58400-510, entitled "Trustee's Commission," in the amount of \$5,000.00

INCREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$754,200.00

**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, CO. MAYOR

**RESOLUTION #5-6-24**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY HIGHWAY FUND FOR FISCAL 2023-2024**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Session, 2023, adopted the budget for the Henry County Highway Fund for fiscal 2023-2024; and,

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 24<sup>th</sup> day of June 2024, a majority or more of said membership concurring, that the budget for the Henry County Highway Fund be and hereby is amended as follows, to-wit:

DECREASE ACCOUNT 640599, entitled "Other Charges," in the amount of \$4,635.88

INCREASE ACCOUNT 640163, entitled "Educational Assistant," in the amount of \$134.77

INCREASE ACCOUNT 640429, entitled "Instructional Supplies," in the amount of \$3,041.58

INCREASE ACCOUNT 640302, entitled "Advertising," in the amount of \$672.67

INCREASE ACCOUNT 640189, entitled "Other Salaries," in the amount of \$786.86

**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 #6-6-24**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY CENTRAL CAFETERIA FUND FOR FISCAL 2023-2024**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Session, 2023, adopted the budget for the Henry County Central Cafeteria Fund for fiscal 2023-2024; 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 Central Cafeteria Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County Central Cafeteria 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 Central Cafeteria 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 24<sup>th</sup> day of June 2024, a majority or more of said membership concurring, that the budget for the Henry County Central Cafeteria Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 47114, entitled "Other Revenue," in the amount of \$2,256.00

INCREASE ACCOUNT 73100-204, entitled "Retirement," in the amount of \$5,000.00

INCREASE ACCOUNT 73100-207, entitled "Insurance," in the amount of \$12,000.00

INCREASE ACCOUNT 73100-499 25, entitled "Supplies," in the amount of \$1,128.00

INCREASE ACCOUNT 73100-499 35, entitled "Supplies," in the amount of \$1,128.00

DECREASE ACCOUNT 73100-422 12, entitled "Food Supplies," in the amount of \$17,000.00

**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, CO MAYOR

**RESOLUTION #7-6-24**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DRUG FUND FOR FISCAL 2023-2024**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Session, 2023, adopted the budget for the Henry County Drug Fund for fiscal 2023-2024; 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 Drug Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County Drug 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 Drug 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 24<sup>th</sup> day of June 2024, a majority or more of said membership concurring, that the budget for the Henry County Drug Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 54150-510, entitled "Trustee's Commissions," in the amount of \$40.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$40.00



**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 #8-6-24**

**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 2023-2024**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Session, 2023, adopted the budget for the Henry County General Capital Projects Fund for fiscal 2023-2024; 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 24<sup>th</sup> day of June 2024, 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 49200, entitled "Notes Issued," in the amount of \$289,707.00

INCREASE ACCOUNT 91110-602, entitled "Principal on Notes," in the amount of \$289,707.00

**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 NO. 9-6R-24**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE  
BOARD OF COMMISSIONERS TO MAKE THE ANNUAL  
REVIEW OF THE MODEL DEBT POLICY FOR HENRY  
COUNTY IN COMPLIANCE WITH REQUIREMENTS OF THE  
GOVERNOR’S THREE STAR PROGRAM**

**WHEREAS**, Henry County adopted a Modified Debt Policy in its September 18, 2017, commission meeting; and

**WHEREAS**, to remain in compliance for eligibility of the Governor’s Three Star Program, the Model Debt Policy must be reviewed annually; and

**WHEREAS**, the Henry County Board of Commission, prior to the issuance of debt in fiscal year 2024–2025 has reviewed and amended the Henry County Modified Model Debt Policy.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 24<sup>th</sup> day of June, 2024 a majority or more of the membership concurring, does hereby make the annual review and acceptance of the Model Debt Policy for fiscal year 2024-2025.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution and the attached (as modified September 18, 2017) Debt Management Policy 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 NO. 10-6R-24**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE  
BOARD OF COMMISSIONERS TO PROVIDE FOR  
APPROPRIATIONS TO NON-PROFIT OR  
CIVIC ORGANIZATIONS**

**WHEREAS**, Tennessee Code Annotated, Section 5-9-109, provides that county legislative bodies may appropriate funds for the financial aid of any non-profit charitable or civic organizations meeting the requirements of such section; and

**WHEREAS**, a non-profit charitable organization is defined in such law as one in which no part of the net earnings inures or may lawfully inure to the benefit of any private shareholder or individual and which provides services benefiting the general welfare of the residents of the county; and

**WHEREAS**, such law further provides that funds appropriated in conformity with the law shall be spent according to guidelines established by the Comptroller of the Treasury and guidelines establishing the purposes for which the money may be spent; and

**WHEREAS**, the attached list of non-profit entities meets the definitions of this law and it is the intent of this county legislative body to make an appropriation to the attached list of non-profit organizations so that funds may be used to carry out their respective programs of work for the benefit of the residents of Henry County; and

**WHEREAS**, in conformity with the requirements of Tennessee Code Annotated, Section 5-9-109 (d) with notice to be published in a newspaper of general circulation in Henry County of the intent to make an appropriation in the amount of \$91,636.00 to be

used for the purpose of providing services to benefit the general welfare of Henry County residents.

**NOW, THEREFORE, BE IT RESOLVED**, by the Henry County Legislative Body, meeting in recessed session on this 24<sup>th</sup> day of June 2024, that:

SECTION 1. The sum of \$91,636.00 is hereby appropriated to varied non-profit organizations during Fiscal Year 2024-2025 as per the attached document to be used for the benefit of the general welfare of the residents of Henry County, Tennessee, in accordance with the following guidelines: that funds shall be spent according to guidelines established by the Comptroller of the Treasury of the State of Tennessee.

SECTION 2. The recipients of such funds shall file a copy of their annual report of its business affairs with the Henry County Clerk, a copy of the annual audit, its program which serves residents of the county, and the proposed use of county assistance in accordance with the requirements of Tennessee Code Annotated, Section 5-9-109(c)(1) or the annual report detailing receipts and expenditures provided for in Tennessee Code Annotated, Section 5-9-109(c)(3). The report must be certified by the chief financial officer of the non-profit organization in accordance with the provision of Tennessee Code Annotated, Section 5-9-109(c)(4).

**BE IT FURTHER RESOLVED** by the Board of County Commissioners of Henry County, Tennessee, meeting in recessed session at the Henry County courthouse on this 24<sup>th</sup> day of June, 2024, a majority or more of the membership concurring, that the attached list of non-profit charitable civic organizations be approved for contributions on the first reading.

**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**



## NON-PROFIT ORGANIZATIONS

	<u>Amount Recommended</u> <u>2024-2025</u>
1. Volunteer Fire Departments	31,200.00
2. Aspell Recovery Center	1,000.00
3. Buddy Ball	500.00
4. Civil Air Patrol	2,000.00
5. St. John's/Community Services	4,000.00
6. Habitat for Humanity	3,000.00
7. Henry CASA Program	1,000.00
8. Henry Co. Fair Association	5,250.00
9. HC Youth Baseball Assn.	5,000.00
10. KY Lake Girls Assn. (ASA)	5,000.00
11. Mary's Kids	500.00
12. Paris Academy for the Arts	5,000.00
13. Paris Downtown Boxing	1,500.00
14. Paris-HC Arts Council	2,000.00
15. Paris- HC Heritage Center	10,000.00
16. Paris-HC Chamber Music Society	600.00
17. Paris-HC Rescue Squad	6,000.00
18. Star Center	500.00
19. TN College of Applied Technology (TCAT)	1,586.00

20. Carl Perkins Center	3,500.00
21. West TN Hearing & Speech	1,500.00
22. WRAP	1,000.00
<hr/>	
<b>TOTAL</b>	<b>\$91,636.00</b>

**RESOLUTION NO. 11-6R-24**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
HENRY COUNTY, TENNESSEE MAKING APPROPRIATIONS  
FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS,  
OFFICES, AND AGENCIES OF HENRY COUNTY, TENNESSEE  
FOR THE FISCAL YEAR BEGINNING  
JULY 1, 2024 AND ENDING JUNE 30, 2025**

SECTION 1. **BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee, assembled in recessed session on this 24<sup>th</sup> day of June, 2024, a majority of the membership concurring, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Henry County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, 2024, and ending June 30, 2025, according to the following schedule:

**COUNTY GENERAL FUND**

Agricultural Extension	191,615.00	
Airport	650,651.00	
Elections	269,308.00	1,111,574.00

**GENERAL GOVERNMENT**

Board of Equalization	1,000.00
County Attorney	34,717.00
County Clerk	361,479.00
County Mayor	325,062.00
County Property Assessor	266,380.00
County Register of Deeds	194,591.00
County Trustee	282,157.00
County Commission	74,450.00
Accounts and Budgets	191,682.00

General Government Buildings	153,000.00	
Other General Government Expense	316,635.00	
Property Reappraisal Expense	167,566.00	
Central Building	115,979.00	2,484,698.00
<b>Total General Government</b>		<b>3,596,272.00</b>

Civil Defense/Emergency Mgt. 107,936.00

Health and Welfare

Office on Aging	171,551.00	
State Health Department	125,729.00	
Rabies and Animal Control	9,410.00	
General Welfare Assistance	47,865.00	
<b>Total Health and Welfare</b>		<b>354,555.00</b>
<u>Public Safety Grants Program</u>		

Contracts with Other Agencies (Children's Special Services) 2,660.00

Law Enforcement:

General Sessions Court	144,426.00	
Chancery Court	231,274.00	
Circuit/General Sessions Court	291,002.00	
General Sessions Judge's Court	207,766.00	
Other Administration of Justice	26,000.00	
Juvenile Court	361,785.00	
Probate Court	95,237.00	
Medical Examiner/Co. Coroner	83,000.00	
Sheriff's Department	3,049,913.00	
Jail	1,913,358.00	
Special Patrols	108,807.00	
Drug Enforcement	212,868.00	
Sexual Registry	6,000.00	6,731,436.00

Non-Profit Organizations:

1. Volunteer Fire Dept.	31,200.00
2. Aspell Recovery Center	1,000.00

3. Buddy Ball	500.00
4. Civil Air Patrol	2,000.00
5. St. John's/Community Services	4,000.00
6. Habitat for Humanity	3,000.00
7. Henry CASA Program	1,000.00
8. Henry Co. Fair Association	5,250.00
9. HC Youth Baseball Assn.	5,000.00
10. KY Lake Girls Assn. (ASA)	5,000.00
11. Mary's Kids	500.00
12. Paris Academy for the Arts	5,000.00
13. Paris Downtown Boxing	1,500.00
14. Paris-HC Arts Council	2,000.00
15. Paris-HC Heritage Center	10,000.00
16. Paris-HC Chamber Music Society	600.00
17. Paris-HC Rescue Squad	6,000.00
18. Star Center	500.00
19. TN College of Applied Technology	1,586.00
20. Carl Perkins Center	3,500.00
21. West TN Hearing & Speech	1,500.00
22. WRAP	1,000.00

91,636.00

**TOTAL**

**\$10,884,495.00**

<u>Tourism/Economic Development</u>	644,000.00
<u>W. G. Rhea Library</u>	207,862.00
<u>Veteran's Service</u>	79,424.00
<u>Soil Conservation Service</u>	64,101.00
<u>Other Charges</u>	616,788.00
<u>TN Rehabilitation Center – Matching Share</u>	75,000.00
<u>Chamber of Commerce</u>	6,000.00
<u>Miscellaneous</u>	630,750.00
<u>Remittance of Revenue Collections</u>	45,000.00

<u>Employee Benefits</u>	2,167,834.00	
<u>Other Charges</u>	500.00	
<u>Preservation of Records</u>	23,171.00	
<u>State Forestry</u>	2,000.00	
<u>Industrial Development</u>	75,000.00	
<u>Infant Stimulation – UTM</u>	1,350.00	
<u>Drug Treatment Programs</u>	6,000.00	
<u>Volunteer Center</u>	6,050.00	
<u>Aid to Dependent Children</u>	1,200.00	
<u>Literacy Council</u>	2,000.00	
<u>Other Supplies and Materials</u>	500.00	
		4,654,530.00
<b>TOTAL COUNTY GENERAL FUND</b>		<b>15,539,025.00</b>

**DRUG CONTROL FUND**

Drug Enforcement		<b>76,500.00</b>
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**OTHER SPECIAL REVENUE**

Other Special Revenue		<b>1,888,156.00</b>
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**DEBT SERVICE FUND**

Other Charges	20,000.00	
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General Government

Bank Fees	2,000.00	
Principal on Notes	700,635.00	
Interest on Notes	20,000.00	
Principal on Other Loans Payable	29,901.00	
Transfer to Other Funds (General Fund)	0.00	752,536.00

Education

Bank Fees	2,000.00	
Principal on Bonds	2,310,000.00	
Interest on Bonds	150,438.00	2,462,438.00

**TOTAL DEBT SERVICE FUND 3,234,974.00**

**CENTRAL CAFETERIA FUND**

Food Service Expenses 2,958,535.81

**GENERAL PURPOSE SCHOOL FUND**

Instruction-Reg. Education	14,739,241.54
Alternative Instruction	299,248.00
Instruction-Special Education	2,909,904.64
Instruction-Voc. Education	1,281,907.00
Support Services-Attendance	242,718.69
Support Services-Health	408,057.55
Support Services-Other Student Support	998,505.26
Support Services-Regular Instruction	1,051,742.00
Support Services-Alternative Instruction	13,442.00
Support Services-Special Ed. Technology	140,603.05
Support Services-Vocational Education	404,974.00
	8,000.00

General Administration- Board of Education	516,108.00	
General Administration- Office of Superintendent	306,273.00	
General Administration Office of Principal	2,018,810.00	
Business Administration- Fiscal Services	295,240.00	
Operation of Plant	2,178,380.10	
Maintenance of Plant	973,199.00	
Transportation	2,778,752.20	
Community Services	288,690.40	
Childhood Education	351,660.24	
Capital Outlay	125,000.00	
Debt Service	2,247,650.00	
Bank Charges	5,000.00	
Interest on Bonds	268,239.50	
Indirect Costs	0.00	
<b>TOTAL EXPENDITURES-GENERAL PURPOSE ED. FUND</b>		<b>34,851,346.17</b>

**GENERAL CAPITAL PROJECTS FUND**

**TOTAL GENERAL CAPITAL PROJECTS** **900,635.00**

**FEDERAL PROJECTS SCHOOL FUND**

**BE IT RESOLVED** that the Henry County School Federal Projects Fund shall be the budgets approved for the separate projects within the fund by the Henry County Board of Education.

**PSSD APPROPRIATIONS**

ADA Share of Property Tax Revenues **2,348,233.00**



**HIGHWAY FUND**

Administration	284,280.00
Highway and Bridge Maint.	3,947,777.81
Operation & Maint. of Equip.	736,998.43
Litter & Trash Collection	51,400.00
Other Charges	300,753.00
Employee Benefits	622,560.00
Capital Outlay	1,643,898.00

**TOTAL HIGHWAY FUND**

**7,587,667.24**

**HENRY COUNTY MEDICAL CENTER**

Salaries & Wages	44,996,053.00
Employee Benefits	9,481,415.00
Service Tax	0.00
Depreciation	3,636,172.00
Interest	595,313.00
Other Expenses	1,335,423.00
Utilities & Telephone	1,582,661.00
Supplies	17,988,452.00
Professional Fees	9,972,525.00
Repairs & Maintenance	3,294,370.00
Leases & Rentals	2,085,589.00
Insurance	807,244.00

**TOTAL HENRY COUNTY MEDICAL CENTER**

**95,775,217.00**

**SOLID WASTE FUND**

Sanitation Management	59,647.00
Landfill Operation	75,000.00
Other Waste Disposal	2,500.00
Other Charges	13,000.00
Recycling Center	613,358.00

**TOTAL SOLID WASTE FUND**

**763,505.00**

SECTION 2. **BE IT FURTHER RESOLVED**, that all fee officials enumerated in Section 8-22-101 T.C.A., shall pay over to the Trustee all fees and

commissions collected each month. All such fees and commissions shall be placed in the County General Fund as provided by Section 8-22-104, T.C.A.

SECTION 3. **BE IT FURTHER RESOLVED**, that any appropriation made by this Resolution which covers the same purpose for which a specific appropriation is made by statute is made in lieu of, but not in addition to, said statutory appropriations. The salary, wages, or remuneration of each officer, employee, or agent of the County, shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this Resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division, or department of the County in excess of the appropriation made herein for such office, agency, institution, division, or department of the County. Such appropriation shall constitute the limit of the expenditures of any office, agency, institution, division, or department ending June 30, 2024. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 4. **BE IT FURTHER RESOLVED**, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the fiscal year in which the expenditure is to be made to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the State Director of Local Finance after its adoption as provided by Sections 9-11-101 to 9-11-119, inclusive, T.C.A.

SECTION 5. **BE IT FURTHER RESOLVED** that certain school funds which function as clearing accounts have been included in the revenue and appropriation for the year ending June 30, 2024, as a memorandum only. It is expressly understood that the County Board of Education may not create or incur expenditures from these funds

above actual revenue of such funds. It is further directed that no transfers may be affected between these clearing accounts and the operating school funds accounts.

SECTION 6. **BE IT FURTHER RESOLVED**, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the Fiscal Year 2023-2024 have been collected, not exceeding 60 percent of the appropriations of individual funds. The proceeds of loans for each individual fund shall be used only to pay the expenses and other requirements to the fund for which the loan is made and the loan shall be paid out of revenue of the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the authority of Title 9, Chapter 21, T.C.A. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2025.

SECTION 7. **BE IT FURTHER RESOLVED**, that the delinquent county property taxes for the year 2023 and prior years and the interest and penalty thereon collected during the year ending June 30, 2025 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year ending June, 2025. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. **BE IT FURTHER RESOLVED**, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and be of no further effect at the end of fiscal year as of June 30, 2024.

SECTION 9. **BE IT FURTHER RESOLVED**, that; whereas, Section 5-932, T.C.A., authorizes the Board of Commissioners of Henry County, Tennessee, to make appropriations to non-profit, charitable organizations; and, whereas, the said Board of Commissioners of Henry County, Tennessee, recognizes the various non-profit

charitable organizations located in and around Henry County have great need of funds to carry on their non-profit, charitable work:

Section a. The sum of Thirty-one Thousand Two Hundred Dollars (**\$31,200**) be appropriated to the Volunteer Fire Departments to benefit the general welfare of the residents of Henry County.

Section b. The sum of One Thousand Five Hundred Dollars (**\$1,000**) be appropriated to Aspell Recovery Center.

Section c. The sum of Five Hundred Dollars (**\$500**) be appropriated to Buddy Ball.

Section d. The sum of Two Thousand Dollars (**\$2,000**) be appropriated to Civil Air Patrol.

Section e. The sum of Four Thousand Dollars (**\$4,000**) be appropriated to St. John's/Community Developmental Services to benefit the general welfare of the residents of Henry County.

Section f. The sum of Three Thousand Dollars (**\$3,000**) be appropriated to Habitat for Humanity.

Section g. The sum One Thousand Dollars (**\$1,000**) be appropriated to Henry CASA.

Section h. The sum of Five Thousand Two Hundred Fifty Dollars (**\$5,250**) be appropriated to the Fair Association to benefit the general welfare of the residents of Henry County.

Section i. The sum of Five Thousand Dollars (**\$5,000**) be appropriated to Henry County Youth Baseball to benefit the general welfare of the residents of Henry County.

Section j. The sum of Five Thousand Dollars (**\$5,000**) be appropriated to Kentucky Lake ASA Softball to benefit the general welfare of the residents of Henry County.

Section k. The sum of Five Hundred Dollars (**\$500**) be appropriated to Mary's Kids.

Section l. The sum of Five Thousand Dollars (**\$5,000**) be appropriated to Paris Academy for the Arts to benefit the general welfare of the residents of Henry County.

Section m. The sum of One Thousand Five Hundred Dollars (**\$1,500**) be appropriated to Paris Downtown Boxing.

Section n. The sum of Two Thousand Dollars (**\$2,000**) be appropriated to Paris-Henry County Arts Council to benefit the general welfare of the residents of Henry County.

Section o. The sum of Ten Thousand Dollars (**\$10,000**) be appropriated to the Heritage Center to benefit the general welfare of the residents of Henry County.

Section p. The sum of Six Hundred Dollars (**\$600**) be appropriated to the Paris-Henry County Chamber Music Society.

Section q. The sum of Six Thousand Dollars (**\$6,000**) be appropriated to the Paris-HC Rescue Squad to benefit the general welfare of the residents of Henry County.

Section r. The sum of Five Hundred Dollars (**\$500**) be appropriated to the Star Center.

Section s. The sum of One Thousand Five Hundred Eighty-Six Dollars (**\$1,586**) be appropriated to Tennessee College of Applied Technology to benefit the general welfare of the residents of Henry County.

Section t. The sum of Three Thousand Five Hundred Dollars (**\$3,500**) be appropriated to Carl Perkins Center.

Section u. The sum of One Thousand Five Hundred Dollars (**\$1,500**) be appropriated to West Tennessee Hearing & Speech.

Section v. The sum of One Thousand Dollars (**\$1,000**) be appropriated to Wo/Men's Resource and Rape Assistance Program (W.R.A.P.).

SECTION 10. **BE IT FURTHER RESOLVED**, that all appropriations enumerated in Section 9 above are made subject to the following conditions:

1. That the non-profit charitable organization to which funds are appropriated shall file with the County Clerk and the disbursing official a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of such non-profit organization in accordance with Section 5-932(c), T.C.A.
2. That said funds must only be used by the named non-profit charitable organization in furtherance of its non-profit charitable purposes benefiting the general welfare of the residents of Henry County.
3. That it is the expressed interest of the Board of County Commissioners of Henry County, Tennessee in providing these funds to the above named non-profit charitable organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury, and Section 5-932 of the T.C.A. and any and all other laws which may apply to county appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.

SECTION 11. **BE IT FURTHER RESOLVED** that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this Resolution be and the same is hereby repealed.

SECTION 12. **BE IT FURTHER RESOLVED**, that this Resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2024.

SECTION 13. **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 NO. 12-6R-24**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO APPROVE THE LETTER OF INTENT WITH WEST TENNESSEE HEALTHCARE TO LEASE AND/OR ACQUIRE ASSETS OF THE HENRY COUNTY HOSPITAL DISTRICT**

**WHEREAS**, West Tennessee Healthcare (WTH) has expressed interest in leasing and/or acquiring the assets of the Henry County Hospital District (HCMC) on the term more particularly described on the Letter of Intent (LOI) attached hereto as *Exhibit A*; and

**WHEREAS**, the HCMC Board of Trustees has recommended approval of the transaction proposed in the LOI; and

**WHEREAS**, it is in the best interest of the citizens and residents of Henry County, Tennessee, that Henry County enter into the LOI;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in recessed session on this 24<sup>th</sup> day of June, 2024 a majority or more of the membership concurring that Henry County shall enter into the LOI, and the Henry County Mayor or Vicechair (acting Chair) of the Henry County Commission is authorized and directed to execute the LOI on behalf of the Henry County Commission.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be forwarded to the HCMC Board of Trustees and WTH.

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



**PASSED**\_\_\_\_\_

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

\_\_\_\_\_  
**DONNA CRAIG  
COUNTY CLERK**

**APPROVED**\_\_\_\_\_

\_\_\_\_\_  
**JOHN PENN RIDGEWAY  
HENRY COUNTY MAYOR**

## LETTER OF INTENT

June 18, 2024

Bruce Reed, Chairperson  
Henry County Medical Center Board of Trustees  
301 Tyson Avenue  
Paris, TN 38242

Dear Mr. Reed:

This letter of intent (this “LOI”) sets forth the non-binding, preliminary understandings of the Board of Commissioners of Henry County, Tennessee (“County”), the Henry County Medical Center Board of Trustees (“HCMC Board”), Henry County Medical Center (“HCMC”), and Jackson-Madison County General Hospital District operating as West Tennessee Healthcare, a Tennessee governmental entity (“WTH”), with respect to a proposed transaction as further described herein (the “Proposed Transaction”). This LOI reflects the intention of the County, the HCMC Board, HCMC, and WTH or its affiliate (each a “Party” and collectively, the “Parties”) to pursue and, if possible, reach agreement on the Proposed Transaction regarding HCMC’s hospital (“Hospital”) and substantially all of its affiliated operations (collectively, the “Business”) upon the following terms and conditions:

1. Negotiation of Transaction. Upon execution of this LOI, the Parties shall promptly proceed with the negotiation of a definitive agreement with respect to the Proposed Transaction (together with all related agreements, documents, and instruments, the “Definitive Agreements”), based on the principal terms and conditions described in Exhibit “A” attached hereto (the “Term Sheet”).

2. Due Diligence Review. Promptly following the execution of this LOI, the Parties will each cooperate with any due diligence review reasonably requested by the other Party (or its representatives) from time to time, fully and in a timely manner, in connection with the Proposed Transaction. Any information obtained by the Parties or their representatives as a result thereof will be maintained by the Parties (and their representatives) in confidence subject to the terms of this LOI. The Parties will cooperate to complete due diligence expeditiously. HCMC will permit WTH and its representatives full and complete access to inspect, evaluate, and appraise the Business and all assets and operations thereof and will disclose and make available to WTH books, agreements, files, papers and records reasonably relating to the ownership and operations of the Business. HCMC shall fully cooperate in any due diligence request from WTH to evaluate HCMC’s organizational structure, capacity, capabilities, compliance history, operational framework and financial position with respect to the Proposed Transaction.

3. Operations in the Ordinary Course of Business. During the term of this LOI, HCMC will operate the Business in the normal, ordinary course of business consistent with prior practices and will

not take any other act or allow for any omission that would materially and adversely affect the condition, financial or otherwise, operations, properties, assets or liabilities of the Business.

4. Term. Once fully executed, this LOI, subject to the terms and conditions set forth herein, will remain in effect until the earlier to occur of (a) mutual agreement of the Parties to terminate this LOI, (b) immediately upon HCMC's receipt of notice by WTH that it has decided not to proceed with the Proposed Transaction; (c) immediately upon WTH's receipt of notice by HCMC that it has decided not to proceed with the Proposed Transaction; (d) the execution of the Definitive Agreements; or (e) the date that is 90 days from the date this LOI is accepted by HCMC, County and the HCMC Board. Thereafter, this LOI shall expire and be null and void and of no further force and effect, except as otherwise provided in Section 14 below.

5. Exclusivity. Until the expiration or termination of this LOI in accordance with Section 3 above, HCMC will not, directly or indirectly, without the prior written approval of WTH (a) offer for sale, lease or transfer all or any material portion of the Business or all or any material portion of any interest in any entity owning any of the Business, (b) solicit offers to buy all or any material portion of the Business or any ownership interest in any entity owning any of the Business, (c) hold discussions with any party (other than WTH) looking toward such an offer or solicitation or looking toward a merger or consolidation of any entity owning any of the Business, or (d) enter into any agreement with any party (other than WTH) with respect to the sale or other disposition of the Business (or any material portion thereof) or any ownership interest in any entity owning any of the Business or with respect to any merger, consolidation, or similar transaction involving any entity owning any of the Business or any transaction that is or would be the same or have a substantially similar affect as or would impede or impair the Proposed Transaction.

6. Confidentiality. Except as may be required by applicable law, during the Term of this LOI, neither party shall, without the participation and consent of the other Parties, disclose or publicize in any manner (except as may be required by applicable law) any confidential due diligence information received from the other Party or the terms or proposed terms of the transactions contemplated herein, to any person or entity (other than its affiliates, directors, officers, employees, agents, and advisors who need to have such information in connection with the Proposed Transaction proposed herein and who have been instructed to treat such information as confidential).

7. Assignment. No Party to this LOI may assign its rights or responsibilities hereunder without the prior written approval of the other Parties.

8. Injunctive Relief. The Parties acknowledge and agree that in the event of the violation of Section 5 (Exclusivity) or Section 6 (Confidentiality) of this LOI, the non-breaching Party(ies) may not be fully or adequately compensated in damages and that, in addition to any other relief to which such Party(ies) may become entitled, such Party(ies) shall be entitled to pursue temporary and permanent injunctive and other equitable relief without the necessity of posting a bond.

9. Expenses. All costs and expenses (including without limitation the fees and disbursements of legal counsel) incurred in connection with this LOI and the Proposed Transaction shall be paid by the Party incurring such costs and expenses.

10. Notices. Any notices delivered under this LOI shall be deemed delivered when personally delivered, delivered by email, or five (5) days after they are deposited with the United States Postal Service, certified mail, return receipt requested, or upon delivery by reputable overnight carrier with signature upon receipt required addressed to the Parties at their addresses set forth

below. Any Party may change the address to which notices are to be sent by delivering written notice thereof to the other Parties as provided in this Section 9.

If to County, HCMC Board, or HCMC:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

If to WTH:

West Tennessee Healthcare  
620 Skyline Drive  
Jackson, TN 38301  
Attn: Chief Financial Officer  
Email: jeff.blankenship@wth.org

With a copy to:

West Tennessee Healthcare  
805 North Parkway, Building B  
Jackson, TN 38301  
Attn: Legal Department  
Email: charleyn.reviere@wth.org

11. No Third-Party Beneficiaries. This LOI is intended solely for the benefit of the Parties hereto and not for the benefit of any other entities or persons.

12. Entire Agreement. This LOI (including the Term Sheet) contains the entire understanding among the Parties with respect to the subject matter hereof and supersedes all other prior agreements

and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This LOI may be amended only by a written instrument executed by each Party.

13. Governing Law. This LOI shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to conflict of laws principles.

14. Counterparts. This LOI may be signed in one or more counterparts, each of which shall constitute one and the same instrument. Facsimiles or .pdfs of duly executed counterpart signature pages of this LOI are acceptable and shall be deemed to be originals.

15. Nonbinding Effect. This LOI is non-binding and, except as specifically set forth in Sections 2 - 15 hereof (the "Binding Provisions"), it does not create any legally binding obligations on the Parties. Except for the Binding Provisions (which are legally binding upon execution of this LOI), this LOI is a statement of mutual intention; it is not intended to be legally binding and does not constitute a binding contractual commitment with respect to the Proposed Transaction. Without limiting the foregoing, the failure of the Parties to reach agreement on the terms and conditions included in the Definitive Agreements shall not be construed as a breach of this LOI by either Party, provided that the Binding Provisions are not breached. A legally binding obligation with respect to the Proposed Transaction will arise only upon execution and delivery of the Definitive Agreements by the Parties, subject to the conditions expressed therein.



Please acknowledge your consent to the terms of this LOI and the Term Sheet by signing below and returning it to WTH no later than 5:00pm Central Time on June 28, 2024. This LOI and WTH's agreement to the Binding Provisions and its preliminary understandings with respect to the Proposed Transaction outlined herein shall automatically terminate at 5:00pm Central Time on June 28, 2024, in the event WTH does not receive such signatures before that time.

Sincerely,

WEST TENNESSEE HEALTHCARE

By:

\_\_\_\_\_

Name: James Ross

Title: President & CEO

Acknowledged and agreed to as of \_\_\_\_\_, 2024:

BOARD OF COMMISSIONERS OF HENRY COUNTY, TENNESSEE

By: \_\_\_\_\_

Name:

Title:

BOARD OF TRUSTEES OF HENRY COUNTY MEDICAL CENTER

By: \_\_\_\_\_

Name:

Title:

HENRY COUNTY MEDICAL CENTER

By: \_\_\_\_\_

Name:

Title:

## EXHIBIT A

### NON-BINDING TERM SHEET

This Term Sheet is intended to describe the principal terms and conditions of the proposed transaction by and among the County, the HCMC Board, HCMC, and WTH or its affiliate (each hereinafter referred to as a “Party,” and collectively, the “Parties”), as further described below (the “Proposed Transaction”).

This Term Sheet is for (a) the sole purpose of setting forth a basis upon which the Parties may agree to proceed toward the consummation of the contemplated Proposed Transaction, and (b) preliminary discussion purposes only and is not intended to be binding on either Party or create enforceable rights in favor of either Party with respect to a transaction. The obligations of the Parties to consummate the Proposed Transaction shall be subject in all respects to the completion of due diligence and the negotiation, execution, and delivery of the Definitive Agreements, all of which must be satisfactory to each Party in its sole discretion. The Parties hereto acknowledge that this Term Sheet is not intended to set forth all of the terms of the Definitive Agreements (as defined in Section 12 below).

<b>1. Parties</b>	<ul style="list-style-type: none"><li>• Board of Commissioners of Henry County, Tennessee (“<u>County</u>”).</li><li>• Henry County Medical Center Board of Trustees (“<u>HCMC Board</u>”).</li><li>• Henry County Medical Center (“<u>HCMC</u>”).</li><li>• Jackson-Madison County General Hospital District operating as West Tennessee Healthcare, a Tennessee government (“<u>WTH</u>”).</li><li>• A newly formed wholly-owned subsidiary organization of WTH, West Tennessee Healthcare Henry County (“<u>WTHHC</u>”). The Board of Trustees of WTH shall serve as WTHHC’s governing board.</li></ul>
<b>2. Structure of Proposed Transaction</b>	<ul style="list-style-type: none"><li>• WTHHC would enter into a long-term capital lease agreement with HCMC and the County for the lease of all buildings, and improvements associated with the operation of the Business (“<u>Real Property</u>”), as described herein unless specifically excluded.</li><li>• WTHHC, HCMC and the County would enter into an Operations Transfer Agreement (the “<u>OTA</u>”) for HCMC a transfer to WTHHC (i) all rights and responsibilities to operate and manage the Business, and (ii) acquire all receivable, provider numbers, tangible and intangible personal property, inventory, supplies, and other assets (other than <u>Real Property</u> and Excluded Assets) utilized in the operation of the Business (the “<u>Business Property</u>”).</li><li>• Within the OTA, WTHHC will commit to provide healthcare services in Henry County, Tennessee for forty (40) years from the effective date of the Lease.</li><li>• WTH will enter into a Guaranty Agreement to unconditionally guarantee all of WTHHC’s obligations and liabilities under the Lease, the OTA and other Definitive Agreements.</li><li>• The “<u>Business</u>” includes all of HCMC’s business operations and assets, including the acute care hospital known as the Medical Center (“<u>Hospital</u>”), but does not include the Real Property (defined herein), the County’s emergency medical services (EMS), and HCMC’s nursing home.</li></ul>



<p><b>3. Lease Structure</b></p>	<ul style="list-style-type: none"> <li>• The term of the Lease will be twenty-five (25) years. Early termination provisions will be negotiated by the Parties.</li> <li>• The Lease will be a triple net (“rent to own”) capital lease, with WTH being responsible for any maintenance, replacements, and improvements. WTH shall retain ownership of all improvements made by WTH to the Real Property.</li> <li>• Lease rent will be fixed to coincide with HCMC’s bond debt service accrued as of the Closing Date, with a rent payment coinciding with the payment due dates for such debt. A conceptual rent payment schedule is attached as <u>Schedule 1</u>.</li> <li>• No later than ninety (90) days prior to the expiration or early termination of the Lease term (as mutually agreed), WTH shall have the one time option (“<u>Option</u>”) to reacquire the right to operate and manage the Business by entering into an operations transfer agreement with WTHHC on commercially reasonable terms for a purchase price payable to WTHHC equal to the sum of (i) the increased value of the Business from the Closing Date to the date in which the Option is exercised, (ii) the net book value of all improvements made by WTHHC or WTH to the Real Property, and (iii) the net book value of all tangible personal property acquired by WTHHC or WTH since the Closing Date and utilized exclusively for Business operations. The Option is not assignable.</li> <li>• If the event the County does not exercise the Option in a timely manner, all Option rights will terminate and, upon the expiration of the Lease, County and HCMC shall convey fee simple title in the Real Estate to WTH in consideration of the rental payments made by WTH during the term of the Lease. If the sum of all Lease payments made by WTH and the net book value of the Real Property does not exceed the then-current net book value of the Real Property less improvements made by WTH, then WTH and HCMC shall pay the County a purchase price equal to the difference of such amounts as further consideration for the conveyance of the Real Property.</li> <li>• During the term of the Lease, in the event (a) of WTHHC’s uncured default, or (b) WTH enters into a definitive written agreement for the sale of substantially all of its assets to a third party, the County shall have the right (“<u>First Refusal Right</u>”) to reacquire the right to operate and manage the Business by entering into an operations transfer agreement with WTHHC on commercially reasonable terms for a purchase price payable to WTHHC equal to the sum of (i) the increased value of the Business from the Closing Date to the date in which the County exercises such right, (ii) the net book value of all improvements made by WTH or WTHHC to the Real Property, and (iii) the net book value of all tangible personal property acquired by WTH or WTHHC since the Closing Date and utilized exclusively for Business operations. The First Refusal Right is not assignable and would need to be exercised within a commercially reasonable timeframe, as specified in the Lease.</li> <li>• A certain vacant lot owned by HCMC, which is located on Kelley Drive and is a portion of Parcel 28.00, will be excluded from the Lease with the agreement that the use of the land will be limited to a County health department and that any sublease of the lot is subject to WTH approval. The remaining portion of Parcel 28 and Parcel 3 will be part of the lease, and would be available for sublease to the County in the future, depending on the intended use.</li> </ul>
<p><b>4. Operations Transfer</b></p>	<ul style="list-style-type: none"> <li>• Within the OTA, HCMC would (i) convey the Business Property to WTHHC for the sole purpose of providing health care services in HCMC’s primary service area, and (ii) transfer all rights to operate and manage the Business to WTHHC.</li> <li>• In the OTA, WTHHC would assume responsibility and liability for operating and managing the Business after the Closing Date. WTHHC will assume certain contracts of HCMC, as determined by WTHHC in its sole discretion, for the continuation of the Business. WTHHC would retain discretion with respect to the structure of the Business after the Closing Date.</li> <li>• At the Closing Date, HCMC’s Medicare and Medicaid provider numbers will have a change in ownership to WTHHC. WTHHC will become the licensed provider for Business operations. To the extent permitted by law, WTHHC will bill under HCMC’s Medicare and Medicaid provider numbers until the change of ownership is effectuated (or a new provider number is issued) for each to WTHHC.</li> <li>• WTHHC will establish an advisory board (“<u>Advisory Board</u>”) comprised of local community leaders selected in consultation with the Hospital CEO, the County mayor, and the HCMC Board Chair. Advisory Board members will serve for fixed terms and will provide recommendations to WTHHC for successor Advisory Board members.</li> <li>• The WTH board (acting as the WTHHC board) will delegate authority and responsibility to the Advisory Board for medical staff credentialing and other tasks as may be determined by the WTH Board. The Advisory Board will provide Hospital leadership on operating plans and results and provide WTHHC and Hospital leadership with community input on the Business.</li> <li>• WTHHC (as guaranteed by WTH) will commit to continue to maintain and provide inpatient beds, surgical services, outpatient physician services, and emergency department services within Henry County for a period of at least five years after the Closing Date, so long as such services are financially viable, supported by the community, and necessary.</li> </ul>

	<p>coverage is reasonably available for such services.</p> <ul style="list-style-type: none"> <li>• WTHHC (as guaranteed by WTH) will commit to making capital expenditures with respect to the Business and other Real Property of Henry County of at least Ten Million Dollars (\$10,000,000.00) over a five (5) year period after the Closing Date (“<u>Capital Commitment</u>”). Qualifying capital expenditures for purposes of the Capital Commitment will broadly include all expenditures for property, plant, equipment, information technology and related development and implementation costs, development costs for new service lines or business units, and other capital recognized under GAAP.</li> <li>• Prior to the Closing Date, HCMC will operate the Business in the normal, ordinary course of business consistent with its current practice, and will not, without the prior approval of WTH: (i) take any act or allow for any omission, outside of the ordinary course of business, that would materially and adversely affect the condition, financial or otherwise, operations, proper management, or liabilities of the Business; (ii) sell or dispose of any HCMC assets other than in the ordinary course of business consistent with its prior practices; or (iii) enter into or renew contractual or other financial obligations that will extend beyond the Closing Date.</li> <li>• WTHHC will agree to either reimburse or directly pay reasonable outside legal fees directly incurred by HCMC with respect to (i) legal services provided by transaction counsel after the execution of this LOI for the negotiation and consummation of the Proposed Transaction; and (ii) federal government investigations involving the Hospital for services provided prior to the Closing Date (collectively, the “<u>Reimbursable Transaction Costs</u>”). Reimbursable Transaction Costs shall be limited to the amount of WTHHC’s receipt of invoices reasonably acceptable to WTHHC substantiating such Reimbursable Transaction Costs. Reimbursable Transaction Costs shall be capped at an aggregate limit of three hundred fifty thousand dollars (\$350,000). WTHHC and WTH having no liability for or reimbursement obligation for such costs that exceed this cap.</li> </ul>
<p><b>5. Excluded Assets and Excluded Liabilities</b></p>	<ul style="list-style-type: none"> <li>• Based upon due diligence certain HCMC assets may be excluded from the Personal Property of HCMC owned by WTHHC within the OTA (“<u>Excluded Assets</u>”). The Excluded Assets include but are not limited to the County’s governmental and proprietary operations unrelated to HCMC, the County’s emergency medical services (EMS) program, and HCMC’s nursing home and assets.</li> <li>• WTHHC will assume accounts payable and other certain payment liabilities of HCMC as determined by due diligence (“<u>Assumed Liabilities</u>”), unless excluded in the OTA based on WTH’s discretion. All liabilities not specifically assumed by WTHHC are “<u>Excluded Liabilities</u>”. Excluded Liabilities specifically include, but are not limited to, pension liabilities, legal service; litigation, liability claims, settlements, and costs of governmental investigations and events arising prior to the Closing Date; expenses arising from the negotiation and consummation of the Proposed Transaction, liability attributed to compliance with the Proposed Transaction, liability attributed to the Excluded Assets.</li> </ul>
<p><b>6. Assumed Contracts</b></p>	<ul style="list-style-type: none"> <li>• Based upon due diligence, WTHHC may assume certain contractual obligations of HCMC with respect to the Business as determined in WTHHC’s sole discretion (“<u>Assumed Contracts</u>”). Liabilities arising prior to the Closing Date of the Proposed Transaction shall be Excluded Liabilities.</li> <li>• The Parties acknowledge that WTHHC will likely be utilizing system-wide contracts for WTH with respect to the operation of the Business, as opposed to assuming certain HCMC contracts.</li> </ul>
<p><b>7. Capital Improvements</b></p>	<ul style="list-style-type: none"> <li>• As part of the Capital Commitment, WTH will develop and implement an operating plan to ensure continued reinvestment in the physical plant and technology for the Real Property of HCMC.</li> </ul>

	<p>Business.</p> <ul style="list-style-type: none"> <li>• development plan will include investment funding to align the Business’ information technology platform with WTH’s other operations, reducing overhead costs and increasing efficiency. Subject to due diligence, the timeframe for termination of HCMC’s information technology systems, and delays in the Closing Date, WTH anticipates that WTHHC will begin to implement such technological improvements for the Hospital medical group by Spring 2025, and for the Hospital by Fall 2025. Such technological investment will include, but not necessarily be limited to: <ul style="list-style-type: none"> <li>– medical records system and revenue cycle (EPIC).</li> <li>– human resources and payroll (Workday).</li> <li>– resource planning (Premier/Axiom).</li> <li>– (EPIC/Axiom).</li> </ul> </li> </ul>
<p><b>8. Employees</b></p>	<ul style="list-style-type: none"> <li>• WTHHC or WTH will offer employment to all qualified individuals within the current employed workforce to commence on the Closing Date. (“<u>Hired Workforce</u>”). The Hired Workforce individuals include those who are eligible for employment based upon WTH’s current hiring screening process and human resources policies. All final employment decisions rest with WTH.</li> <li>• Employment of the Hired Workforce would generally be “at will,” except that the Hired Workforce would transition over to WTH’s standard agreements, terms and conditions.</li> <li>• WTH and WTHHC intend for compensation and benefits outside the pension for the Hired Workforce to remain unchanged until such a time after the Closing Date when the Hospital pay scale and benefits would apply. Due to the financially distressed status of the Hospital, WTH and WTHHC have the right to make adjustments based on market pay scale models, and the financial viability of continued Business operations. WTH and WTHHC will use reasonable efforts to preserve existing compensation models, titles, and duties, and will use reasonable efforts to minimize disruption with the Hired Workforce.</li> </ul>

	<ul style="list-style-type: none"> <li>• WTH and WTHHC are not assuming any pension liability and pension plan benefits will not continue to accrue once employment with WTH or WTHHC begins.</li> <li>• WTH and WTHHC will use reasonable efforts to avoid workforce reductions for the Hired Workforce, endeavoring to crosswalk titles, positions and compensation with WTH employees and offering alternate positions within WTH if available in the event a position is eliminated or consolidated with respect to the Hired Workforce.</li> <li>• WTH and WTHHC will honor years of service for the Hired Workforce with respect to personal leave accrual. WTHHC or WTH will assume HCMC accrued paid leave for the Hired Workforce at the Closing Date.</li> </ul>
<b>9. Branding</b>	<ul style="list-style-type: none"> <li>• At Closing, the Business would be branded as an affiliate of WTH and employed providers would be part of WTH Medical Group.</li> <li>• Branding of the Business would be standardized with WTH branding over time, and the Business would be renamed "Tennessee Healthcare Henry County."</li> </ul>
<b>10. Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Costs and expenses (including without limitation the fees and disbursements of legal counsel) incurred in connection with the Proposed Transaction shall be paid by the Party incurring such costs and expenses.</li> </ul>
<b>11. Closing Date</b>	<ul style="list-style-type: none"> <li>• The Parties anticipate signing the Definitive Agreements no later than July 15, 2024, so that HCMC can file its request with the Tennessee Attorney General's office.</li> <li>• The Parties anticipate that the Closing Date will be on or about October 1, 2024.</li> <li>• The Parties recognize that the Closing Date is dependent on the occurrence and completion of certain steps, so that signing of the Definitive Agreements will result in a delay of the Closing Date.</li> </ul>
<b>12. Conditions to Closing</b>	<ul style="list-style-type: none"> <li>• Execution of the Lease and the Operations Transfer Agreement (together with all related agreements, documents, and exhibits, the "Definitive Agreements").</li> <li>• Completion of a third-party fair market value assessment of the Business;</li> <li>• Approval of the Proposed Transaction by the County, the HCMC Board, and by WTH's Board of Trustees;</li> <li>• Receipt of a no-action or similar letter from the Tennessee Attorney General's office with respect to the Proposed Transaction;</li> <li>• Receipt of any necessary regulatory approvals; and</li> <li>• Other conditions as mutually agreed upon by the Parties in the Definitive Agreements.</li> </ul>

**Schedule 1**  
**Conceptual Lease Payment Schedule**

The following is based upon the Parties' current understanding of HCMC bond debt obligations and is subject to change depending on the Closing Date and further diligence. The amounts below will vary to match debt service where rates are variable. In addition, the payment will increase should a balloon payment be required from a debtor as outlined in debt agreements. The following schedule assumes the current HCMC Line of Credit is *not paid off*. Should it be paid off before the Closing Date, payments will decrease accordingly.

<b>Year</b>	<b>Month</b>	<b>Payment</b>
2024	September	\$ 242,798.84
2025	January	\$ 503,345.21
2025	April	\$ 1,998,000.00
2025	September	\$ 242,798.84
2026	January	\$ 503,345.21
2026	April	\$ 2,012,000.00
2026	September	\$ 242,798.84
2027	January	\$ 503,345.21
2027	April	\$ 2,026,000.00
2027	September	\$ 242,798.84
2028	January	\$ 503,345.21
2028	April	\$ 317,000.00
2028	September	\$ 242,798.84
2029	January	\$ 503,345.21
2029	April	\$ 311,000.00
2029	September	\$ 242,798.84
2030	January	\$ 503,345.21
2030	April	\$ 304,000.00
2030	September	\$ 242,798.84
2031	January	\$ 503,345.21
2031	April	\$ 298,000.00
2031	September	\$ 242,798.84
2032	January	\$ 503,345.21
2032	April	\$ 292,000.00
2032	September	\$ 242,798.84
2033	January	\$ 503,345.21
2033	April	\$ 286,000.00
2033	September	\$ 242,798.84
2034	January	\$ 503,345.21
2034	April	\$ 280,000.00
2034	September	\$ 242,798.84

<b>Year</b>	<b>Month</b>	<b>Payment</b>
2035	January	\$ 503,345.21
2035	April	\$ 273,000.00
2035	September	\$ 242,798.84
2036	January	\$ 503,345.21
2036	April	\$ 266,000.00
2036	September	\$ 242,798.84
2037	January	\$ 503,345.21
2037	April	\$ 259,000.00
2037	September	\$ 242,798.84
2038	January	\$ 503,345.21
2038	April	\$ 252,000.00
2038	September	\$ 242,798.84
2039	January	\$ 503,345.21
2039	April	\$ 246,000.00
2039	September	\$ 242,798.84
2040	January	\$ 503,345.21
2040	April	\$ 239,000.00
2040	September	\$ 242,798.84
2041	January	\$ 503,345.21
2041	September	\$ 242,798.84
2042	January	\$ 503,345.21
2042	September	\$ 242,798.84
2043	January	\$ 503,262.36
2043	September	\$ 242,798.84
2044	September	\$ 242,798.84
2045	September	\$ 242,798.84
2046	September	\$ 237,618.75
2047	September	\$ 1.00
2048	September	\$ 1.00
2049	September	\$ 1.00
<b>TOTAL</b>		<b>\$ 24,801,687.35</b>

