

## COMMISSION MINUTES

December 19, 2022

- Appointments- Resolution 1-12-22.
- Budget Amendments- Resolutions 2-12-22 and 3-12-22.
- Delinquent Tax Properties- Resolution 4-12-22.
- Interlocal Agreement between Henry County and Drug Task Force- Resolution 5-12-22.
- Increase the Henry County Airport hangar rental and approve form lease agreement- Resolution 6-12-22.
- Blue Yonder, LLC at the Henry County Airport approval of the Rental Addendum- Resolution 7-12-22.

STATE OF TENNESSEE  
COUNTY OF HENRY...

Be it remembered that the County Commission met in a regular session at the Courthouse in Henry County, Tennessee on December 19, 2022 at 5:00 p.m. Present and presiding the Honorable John Penn Ridgeway, Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Josh Frey.

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

ITEM NO. 3 The pledge to the flag was led by Sheriff Josh Frey.

ITEM NO. 4 Roll Call

The following Commissioners were present: Patrick Burns, Dell Carter, Greg Carter, Charles Elizondo, Randy Gean, Missy Hamilton, Kenneth Humphreys, Melissa McElroy, Paul Neal, Monte Starks, Marty Visser, Ricky Wade, David Webb and Ralph Wiles. Absent: David Hayes.

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

A motion was made by Commissioner Dell Carter to approve the Consent Agenda, which consists of: Minutes of the meeting of November 28, 2022, various quarterly reports, Henry County Medical Center Statement of Cash Flow, Trustee's month end report, and the following Notary Public designations: Kim Damron, Christi Wilkins, Jennifer Culpepper, Chris Long, Logan Campbell, Mechelle Robbins and Jennifer G. Scarborough. The motion was seconded by Commissioner Neal.

ITEM NO. 5

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

VOICE VOTE CARRIED

DATE : 12-19-22

00 372

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

Commissioner Starks made a motion to approve Resolution 1-12-22, to appoint certain Citizens and Commissioners to various boards, committees and positions. The motion was seconded by Commissioner Humphreys.

ITEM NO. 6

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID	X							
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE			X		X			
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 12-19-22

**RESOLUTION NO. 1-12-22**

**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 19<sup>th</sup> day of December, 2022, a majority or more of said Commissioner's concurring, that:

**SECTION 1:** Appointments to the Hospital Board for four-year terms which expire in November, 2026.

- a. Bruce J. Reed
- b. Susan Reagor

**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 12-19-22

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

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

APPROVED 12-19-22

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

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

A motion was made by Commissioner Gean to approve Resolution 2-12-22, to authorize certain changes in the budget for the Henry County General Fund for Fiscal 2022-2023 and Resolution 3-12-22, to authorize certain changes in the budget for the Henry County General Capital Projects Fund for Fiscal 2022-2023. The motion was seconded by Commissioner Wade.

ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY			X		X			
HAMILTON, MISSY					X			
HAYES, DAVID	X							
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY					X			
WADE, RICKY				X	X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 12-19-22

**RESOLUTION #2-12-22**

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 19<sup>th</sup> day of December 2022, 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:

INCREASE REVENUE ACCOUNT 44120, entitled "Lease & Rentals," in the amount of \$82,432.00

INCREASE ACCOUNT 51900-335, entitled "Maintenance & Repair - Buildings," in the amount of \$3,000.00

INCREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$79,128.00

This transfer is to put in the budget the revenue for the lease of the TRC building that we purchased earlier this fiscal year.

INCREASE ACCOUNT 58600-513, entitled "Worker's Compensation Insurance," in the amount of \$3,731.00

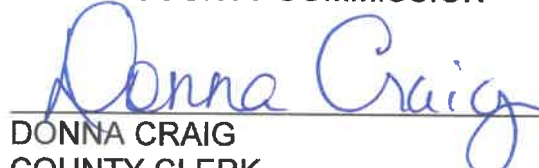
DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$3,731.00

This transfer is to pay the additional premium for worker's compensation insurance from audit for last fiscal year.

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

PASSED 12-19-22

  
JOHN PENN RIDGEWAY, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

APPROVED 12-19-22

  
JOHN PENN RIDGEWAY  
COUNTY MAYOR





State of Tennessee  
Commissioner of Finance and Administration  
To the Treasurer of the State of Tennessee

Bank 200  
44120 - 82432 - inc  
51900-335 72128 - inc  
39000 3000 inc  
79128 inc

State of Tennessee Remittance Advice  
Payment Made Through Automated Clearing House

ACH Number 0005394570

HENRY COUNTY TENNESSEE  
PO BOX 7

PARIS TN, 38242  
USA

Account Number XXX0032  
Deposit Effective Date 12/06/2022  
Total Payment \$10,304.00

Payment Summary

Supplier Number: 0000004223

Agency Name	Telephone	Invoice Date	Invoice ID	Voucher Number	Paid Amount
Vocational Rehab	615/313-4891	11/23/2022	LE2151-2	00475374	\$10,304.00
.RENT	47143 - 142	November			



**Henry County Government & Highway  
Workers' Compensation Rating Sheet  
7/1/2021**

Class Code	Categories, Duties, Classifications	Actual Payroll	Rate	Actual Premium
7403	Aviation - All Other Employees	\$ 134,758	3.58	\$ 4,824
9015	Building Maintenance / Janitors	\$ 196,087	1.81	\$ 3,549
8742	City Managers / Admin / Elected Officials	\$ 863,557	0.23	\$ 1,986
8810	Clerical	\$ 1,946,351	0.11	\$ 2,141
9403	Garbage Collection Drivers	\$ 278,502	4.98	\$ 13,869
8835	Health Nurse	\$ 41,004	1.75	\$ 718
8810	Police Dispatchers	\$ 166,355	0.11	\$ 183
7720	Police Officers & Drivers	\$ 2,866,873	2.14	\$ 61,351

Totals	\$ 6,493,487	\$ 88,621
Pool Loss Adjustment Factor		1.32500
<b>Total Premium</b>		<b>\$ 117,423</b>
<b>Total Estimated Premium</b>		<b>\$ 113,692</b>
<b>Total Additional Premium</b>		<b>\$ 3,731</b>



Invoice Number  
1904 CG

**Workers' Compensation Audit Invoice**

**Insured Name** Henry County Government & Highway

**Contact** Pat Hollingsworth, Director of Accts/Budgets

**Address** P. O. Box 7  
Paris, TN 38242

<b>Effective Date</b>	7/1/2021	<b>Expiration Date</b>	6/30/2022
<b>Policy Number</b>	TNRMT		

Line of Business	Premium	Company Name
WC Additional Premium	\$3,731	TNRMT
<b>Total Additional Premium Due</b>	<b>\$3,731</b>	

**Make Check Payable and Remit by December 15, 2022 to:**  
Tennessee Risk Management Trust  
101 Tamaras Way  
Hendersonville, TN 37075

RESOLUTION #3-12-22

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 19<sup>th</sup> day of December 2022, 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 48990, entitled "Other Revenue," in the amount of \$128,902.21

INCREASE ACCOUNT 91190-718, entitled "Motor Vehicles," in the amount of \$80,000.00

INCREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$48,902.21


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

PASSED 12-19-22

  
JOHN PENN RIDGEWAY, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

APPROVED 12-19-22

  
JOHN PENN RIDGEWAY  
COUNTY MAYOR

<b>Created By:</b> Katina Rice	<b>Henry County Trustee</b>	<b>User:</b> Katina Rice
	<b>Miscellaneous Receipt</b>	<b>Date/Time:</b> 9/30/2022
<b>Date:</b> 09/30/2022		<b>Miscellaneous Receipt Number:</b> 630
<b>Initials:</b> KR		<b>Transaction Total Amount:</b> 21,290.68
<b>Drawer No:</b> 1	Katina's Drawer	<b>Transaction Total Tendered:</b> 21,290.68
		<b>Change:</b> 0.00
		<b>Group:</b> Trustee

<b>Transaction No:</b>	782704	<b>Description:</b>	HC Mayor Opioids Settlement	
<b>Amount:</b>	\$21,290.68			
<b>Revenue Code</b>	<b>Object</b>	<b>Cost Center</b>	<b>Allocation</b>	<b>Receipt Item Amount</b>
48990	Other		101 - 100 % County General	\$21,290.68
<b>Received of</b>	<b>Payment Type</b>	<b>Payment No</b>	<b>Amount</b>	
National Opioids Settlement Fund	Direct Deposit - Bank 300		\$21,290.68	

<b>Created By:</b> Faylynn Page	<b>Henry County Trustee</b>	<b>User:</b> Faylynn Page
	<b>Miscellaneous Receipt</b>	<b>Date/Time:</b> 10/5/2022
<b>Date:</b> 10/06/2022		<b>Miscellaneous Receipt Number:</b> 645
<b>Initials:</b> FP		<b>Transaction Total Amount:</b> 22,375.47
<b>Drawer No:</b> 49	Faylynn	<b>Transaction Total Tendered:</b> 22,375.47
		<b>Change:</b> 0.00
		<b>Group:</b> Trustee

<b>Transaction No:</b>	783026	<b>Description:</b>	HC Mayor/National Opioids Settlement Fund	
<b>Amount:</b>	\$22,375.47			
<b>Revenue Code</b>	<b>Object</b>	<b>Cost Center</b>	<b>Allocation</b>	<b>Receipt Item Amount</b>
48990	Other		101 - 100 % County General	\$22,375.47
<b>Received of</b>	<b>Payment Type</b>	<b>Payment No</b>	<b>Amount</b>	
National Opioids Fund	Direct Deposit - Bank 300		\$22,375.47	

<b>Created By:</b> Katina Rice	<b>Henry County Trustee</b>	<b>User:</b> Katina Rice
	<b>Miscellaneous Receipt</b>	<b>Date/Time:</b> 11/7/2022
<b>Date:</b> 11/07/2022		<b>Miscellaneous Receipt Number:</b> 731
<b>Initials:</b> KR		<b>Transaction Total Amount:</b> 85,236.06
<b>Drawer No:</b> 1	Katina's Drawer	<b>Transaction Total Tendered:</b> 85,236.06
		<b>Change:</b> 0.00
		<b>Group:</b> Trustee

<b>Transaction No:</b>	785091	<b>Description:</b>	HC Mayor/ National Opioids Settlement Fund	
<b>Amount:</b>	\$85,236.06			
<b>Revenue Code</b>	<b>Object</b>	<b>Cost Center</b>	<b>Allocation</b>	<b>Receipt Item Amount</b>
48990	Other		101 - 100 % County General	\$85,236.06
<b>Received of</b>	<b>Payment Type</b>	<b>Payment No</b>	<b>Amount</b>	
National Opioids Settlement Fund	Direct Deposit - Bank 300		\$85,236.06	

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

Commissioner Wade made a motion to approve Resolution 4-12-22, to authorize the sale of delinquent tax properties at a reduced price. The motion was seconded by Commissioner Burns.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK				X	X			
CARTER, DELL					X			
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID	X							
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY					X			
WADE, RICKY			X		X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 12-19-22

## RESOLUTION #4-12-22

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

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

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

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

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

1. Property Address: Catfish Rd, Cobanna Subdivision Sec K, Unit 3. Map 023B, Group B, Control Map 023B, Parcel 002.00. Taxes owed \$1,611.65
2. Property Address: Catfish Rd, Cobanna Subdivision Sec M. Map 023B, Group C, Control Map 023B, Parcel 013.00. Taxes owed \$1,024.60
3. Property Address: Carp Dr, Cobanna Subdivision Sec M., Map 023B, Group D, Control Map 023B, Parcel 015.00. Taxes owed \$2,001.96
4. Property Address: Bass Dr, Cobanna Sec D. Map 023B, Group K, Control Map 023B, Parcel 012.00. Taxes owed \$4,041.20
5. Property Address: Bass Dr, Cobanna Subdivision. Map 023B, Group M, Control Map 023B, Parcel 038.00, Taxes owed \$1,583.47
6. Property Address: Crappie Dr, Cobanna Unit 3. Map 023B, Group N, Control Map 023B, Parcel 022.00. Taxes owed \$1,583.47
7. Property Address: Pike Dr, Cobanna Sec K. Map 023B, Group R, Control Map 023B, Parcel 029.00. Taxes owed \$1,583.47
8. Property Address: Cypress Cr Rd, Cobanna Subdivision. Map 023G, Group A, Control Map 023G, Parcel 004.00. Taxes owed \$1,838.71
9. Property Address: Cypress Cr Rd, Cobanna Subdivision. Map 023G, Group B, Control Map 023G, Parcel 006.00. Taxes owed \$1,748.98
10. Property Address: Cypress Cr Rd, Cobanna Subdivision. Map 023G, Group B, Control Map 023G, Parcel 007.00. Taxes owed \$2,109.46
11. Property Address: Crappie Dr, Cobanna Unit 3. Map 023G, Group B, Control Map 023G, Parcel 022.00. Taxes owed \$2,089.08
12. Property Address: Cobanna Subdivision, Sec H. Map 023G, Group D, Control Map 023G, Parcel 015.00. Taxes owed \$2,314.83

13. Property Address: Cypress Cr Rd, Cobanna Unit 2. Map 023G, Group C, Control Map 023G, Parcel 018.00. Taxes owed \$2,261.26
14. Property Address: Cypress Cr Rd, Cobanna Sec H. Map 023G, Group C, Control Map 023G, Parcel 015.00. Taxes owed \$2,261.26
15. Property Address: Cypress Cr Rd, Cobanna Unit 2. Map 023G, Group E, Control Map 023G, Parcel 011.00. Taxes owed UNKNOWN
16. Property Address: Cobanna Subdivision, Sec G. Map 023G, Group F, Control Map 023G, Parcel 007.00. Taxes owed UNKNOWN
17. Property Address: Cobanna Subdivision, Sec H. Map 023G, Group G, Control Map 023G, Parcel 023.00. Taxes owed UNKNOWN
18. Property Address: Cobanna Subdivision, Sec G, Map 023G, Group H, Control Map 023G, Parcel 009.00. Taxes owed \$1,406.34
19. Property Address: Cobanna Subdivision. Map 023G, Group H, Control Map 023G, Parcel 014.00. Taxes owed \$1,840.57
20. Property Address: William Street, Lot 0012, Map 095I, Group F, Control Map 095I, Parcel 014.00. Taxes owed \$1,756.12
21. Property Address: Lakeview Manor, Lakeview Manor Subdivision. Map 131C, Group B, Control Map 131C, Parcel 013.00. Taxes owed \$1,439.50
22. Property Address: Shoreline Dr, Lakeview Manor Subdivision. Map 131C, Group E, Control Map 131C, Parcel 017.00. Taxes owed \$1,439.50

**WHEREAS**, the offer in consideration is \$500 per parcel (plus closing costs) by Thomas Kopriva for a total of \$11,000.00 (Eleven Thousand Dollars) for all 22 parcels.

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

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

**WHEREAS**, after investigation of said delinquent tax parcels, the Delinquent Tax Committee recommends that the County Mayor be authorized to accept minimum offers as listed above, subject to publication of the offers and the opportunity for any other interested party to raise to the offers as prescribed by law; and

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

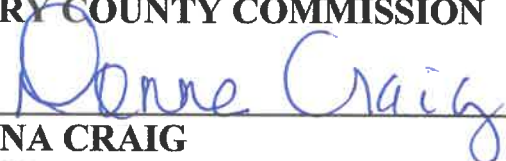
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 19<sup>th</sup> day of December, 2022, a majority or more of the membership concurring that these delinquent tax parcels cannot be sold for the accumulated total of taxes, interest, penalties and costs against them; therefore, pursuant to TENN. CODE ANN. § 67-5-2507, the County Mayor is authorized to accept an offer for a quitclaim deed to said parcels in consideration of

minimum offers subject to publication of the offer and the opportunity for any other interested party to raise to the offer as prescribed by law.


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

PASSED 12-19-22

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

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

APPROVED 12-19-22

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



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

Commissioner Starks made a motion to approve Resolution 5-12-22, to approve a Interlocal Agreement between Henry County and Drug Task Force. Commissioner Wade seconded the motion.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID	X							
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE			X		X			
VISSER, MARTY					X			
WADE, RICKY				X	X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 12-19-22

**RESOLUTION NO. 5-12-22**

**A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO APPROVE INTERLOCAL AGREEMENT BETWEEN HENRY COUNTY AND DRUG TASK FORCE**

**WHEREAS**, the 24th Judicial District Drug Task Force (the "DTF") has requested that Henry County, Tennessee (the "County") assign one or more County employees to assist the DTF; and

**WHEREAS**, the DTF is willing to reimburse the County for the entire compensation (wages, benefits etc.) paid to County employees who are assigned to assist the DTF; and

**WHEREAS**, the DTF provides services beneficial to the citizens and residents of the County;


**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee assembled in regular session on this 19<sup>th</sup> day of December, 2022, a majority or more of the membership concurring, that Henry County shall enter into the attached interlocal agreement; and

**BE IT FURTHER RESOLVED** that the Henry County Mayor is authorized and directed to execute the said interlocal 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** 12-19-22

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

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

**APPROVED** 12-19-22

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

**INTERLOCAL AGREEMENT BETWEEN HENRY COUNTY  
AND DRUG TASK FORCE RE EMPLOYEES**

WHEREAS, the 24th Judicial District Drug Task Force (the "DTF") has requested that Henry County, Tennessee (the "County") assign one or more County employees to assist the DTF; and

WHEREAS, the DTF is willing to reimburse the County for the entire compensation (wages, benefits, etc.) paid to County employees assigned to assist the DTF;

NOW, THEREFORE, the parties agree as follows:

1. The County Sheriff, with approval of the County Mayor, may assign one or more County employees to assist the DTF on a full-time and/or part-time basis. The DTF shall have the sole authority to determine whether to accept an employee assigned by the County, and authority to terminate any assignment. Initially, three(3) full-time positions shall be assigned to the DTF. The number of such employees shall be determined by agreement between the County Sheriff (with approval of the County Mayor) and the DTF and may be adjusted from time to time. The work schedule and office location of such employees shall be determined by the DTF. The County cannot guarantee that any County employees will be available for such assignments. In the event a County employee assigned to assist the DTF separates from employment (i.e., is terminated or quits), that employee's position will remain vacant unless and until a replacement is hired. The County may unilaterally reduce the number of County employees assigned to assist the DTF upon 90 days advance written notice to the DTF.
2. The DTF shall promptly reimburse the County for the entire cost of compensating all County employees who are assigned to assist the DTF, including (without limitation) the cost of such employees' wages (including employer taxes) and employee benefits.
3. County employees assigned to assist the DTF shall receive the same benefits applicable to other County employees. County employees assigned to the DTF shall receive wages, bonuses (if any), benefits, and cost-of-living adjustments (if any) as set by DTF.
4. If the DTF decides to reduce the number (or working hours) of County employees assigned to assist the DTF, it shall notify the County Sheriff and County Mayor in writing as soon as possible prior to the effective date of the reduction. If it is necessary to reduce the work hours of, lay off, and/or terminate one or more employees due to a reduction requested by the DTF, the DTF shall reimburse the County for any financial impact of separating the employee(s) formerly assigned to assist the DTF (including, for example and not by way of limitation, any increase in the County's unemployment insurance premiums).
5. The DTF shall have supervisory authority over the County employees assigned to assist it. In so doing, the DTF shall comply with all applicable state and federal laws and regulations, including without limitation (if applicable) Title VI and Title VII of the Civil Rights Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Equal Pay Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Immigration Reform and Control Act; the National Labor Relations Act; the Occupational Safety and Health Act, the Pregnancy Discrimination Act (PDA); and the Uniformed Services Employment and Reemployment Rights Act. POST-certified County employees shall be supervised by POST-certified personnel.
6. The DTF shall maintain liability insurance covering the County employees who are assigned to the DTF; such coverage shall defend and indemnify such employees from their actions (or inactions) in the course and scope of assisting the DTF. To the extent permitted by law, the DTF shall indemnify and hold harmless the County for any claims brought against the County (and/or the County's employee(s)) arising out of or pertaining in any way to the actions or inactions of such employees acting in the course and scope of assisting the DTF.
7. The term of this agreement is one (1) year beginning January 1, 2023. This agreement shall automatically renew every year for an additional one- (1) year term unless and until written notice of termination is furnished at least 90 days prior to the expiration of the then-current term.
8. In the event of a dispute between the parties, the trial courts of Henry County, Tennessee, shall be the exclusive jurisdiction and venue.

This Agreement shall be effective January 1, 2023, regardless of date signed. Witness our hands,

**HENRY COUNTY**

By: *John Penn Ridgeway*  
JOHN PENN RIDGEWAY, COUNTY MAYOR

By: *[Signature]*  
JOSH FREY, COUNTY SHERIFF

**24TH JUDICIAL DISTRICT DRUG TASK FORCE**

By: *[Signature]*

Sign Name  
*Neil Thompson*

Print Name  
*District Attorney General*

Print Title

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

Commissioner Dell Carter made a motion to approve Resolution 6-12-22, to increase Airport hangar rental and approve form lease agreement. Commissioner Humphreys seconded the motion.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL			X		X			
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID	X							
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 12-19-22

**RESOLUTION NO. 6-12-22**

**A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO INCREASE AIRPORT HANGAR RENTAL AND APPROVE FORM LEASE AGREEMENT**

**WHEREAS**, the Henry County Airport Committee has recommended that the rental rate for airport hangars at the Henry County Airport be increased to **\$190.00** for "t" hangars and **21 cents** per square foot for other hangars; and

**WHEREAS**, the Henry County Airport Committee has recommended that where this increase would be phased in gradually (for current tenants only), with a maximum rental of \$550.00 per month in 2023, and maximum rental increasing by \$50.00 per year thereafter; and

**WHEREAS**, the Henry County Attorney has prepared a form Hangar Lease Agreement which the Airport Manager recommends be adopted for future use;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee assembled in regular session on this 19<sup>th</sup> day of December, 2022, a majority or more of the membership concurring, that beginning February 1, 2023 (or as soon as possible thereafter following the expiration of any existing lease terms), the rental rate for airport hangars at the Henry County Airport be increased to **\$190.00** for "t" hangars and **21 cents** per square foot for other hangars; and

**BE IT FURTHER RESOLVED** that this rental increase will be phased in gradually (for current tenants only), with a maximum rental of \$550.00 per month in 2023, and maximum rental increasing by \$50.00 per year thereafter; and

**BE IT FURTHER RESOLVED** that the attached form Airport Hangar Lease Agreement is approved for future use by the Airport, and the Airport Manager is authorized to execute this lease on behalf of Henry County with respect to current and future airport hangar tenants; and

**BE IT FURTHER RESOLVED** that this resolution (and the associated rental increase and form lease) do not apply to air ambulance tenants; and

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

PASSED 12-19-22

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

  
\_\_\_\_\_  
DONNA CRAIG, COUNTY CLERK

APPROVED 12-19-22

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

**AIRPORT HANGAR LEASE AGREEMENT  
HENRY COUNTY AIRPORT**

**Definitions**

**Lessor:** Henry County, Tennessee, a body politic and corporate, organized and existing under and by virtue of the laws of the State of Tennessee

**Lessee:** [Name & Address] \_\_\_\_\_

**Premises:** An approximately \_\_\_\_\_ ft<sup>2</sup> aircraft storage hangar located at the Henry County Airport and known or identified as \_\_\_\_\_.

**Rental:** The total rental is \$ \_\_\_\_\_ per month, based on a rate of \_\_\_\_\_ cents per ft<sup>2</sup> plus (if applicable) an amenity fee of \$ \_\_\_\_\_ .00 per amenity (the Premises has \_\_\_\_\_ amenities).

**Commencement Date:** The lease term begins on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Identified Aircraft:** \_\_\_\_\_

THIS AGREEMENT, is made and entered into by and between Lessor and Lessee.

WITNESSETH:

WHEREAS, Lessor owns and operates the Henry County Airport located in Henry County, Tennessee, hereinafter called the "Airport"; and

WHEREAS, Lessee desires to lease from the Lessor the Premises; and

WHEREAS, Lessor has the right to lease the Premises together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Consideration.** The consideration for this lease is the Rental, which shall be paid by Lessee to Lessor. If any sum owed under this lease is late, the Lessee shall be liable for a monthly late charge equal to 5% of the total unpaid balance. Prior unpaid late charges will be included in the total unpaid balance for the purpose of calculating subsequent monthly late charges. The late charges are due one month from the date late charges are calculated. Late charges are not a waiver of any other rights the Lessor has in this Lease.

2. **Premises.** Lessee shall have usage of the Premises for the sole purpose of storing the Identified Aircraft, tow vehicle/equipment, and up to 5 gallons of fuel for a tow vehicle.

Lessee shall also have and is hereby granted the (nonexclusive) right to traverse all public taxiways, runways and, rampways on property owned by Lessor at the Henry County Airport.

3. **Term.** This Agreement shall begin on the Commencement Date and remain in effect from month to month until terminated by either party with a minimum of thirty days advance written notice.

4. **Minimum Standards.** The policies, procedures, and minimum standards (collectively "Airport Policies") established by the Henry County Airport which are applicable to all other tenants and users of the Airport (a copy of said policies and procedures is attached as an Exhibit hereto), as may be amended from time to time, shall be required of and apply to Lessee. Lessee shall not sell aviation fuels. Lessee shall not install fuel tanks. Lessee shall have the right to engage in maintenance and fueling only the Identified Aircraft. Aircraft shall not be fueled inside the Premises. Lessee shall not store combustible materials at the Premises; in the event of a disagreement concerning what constitutes "combustible materials," the determination of the Airport Manager shall be deemed conclusive. Lessee agrees not to conduct or permit to be conducted any activity on the Premises which would interfere with or be a hazard to flight or aircraft either to or from the Airport, or interfere with air navigation and communication facilities serving the Airport. Lessee agrees that no structure will be erected or natural objects placed in a manner that interferes with air navigation.

5. **Construction of Improvements/Alterations, Etc.** Lessee shall not materially improve, alter, or modify the Premises without written approval by Lessor. Any improvements, alterations, and/or modifications to the Premises shall become the property of Lessor upon the expiration or termination of this Lease.

6. **FAA Approval.** If required by law: Prior to making improvements, alterations, and/or modifications to the Premises, Lessee will obtain prior written approval of the Federal Aviation Administration in accordance with the provisions of Part 77 of the Federal Aviation Administration (FAA) regulations, "Objects Affecting Navigable Air Space" and any other approvals required by law or regulation. If required by law: This Lease is made subject to, and is wholly contingent upon, Lessor's being able to obtain the written approval of the Federal Aviation Administration for Lessor to make and enter into same.

7. **Maintenance and Repairs.** Lessee agrees to maintain the Premises in good order, ordinary wear and tear excepted, and upon the termination or expiration of this Lease to



surrender the Premises thereon to Lessor in such condition. Lessee shall promptly clean up any/all fuel, oil, and other fluid losses from aircraft (and/or tow equipment) as soon as possible using approved absorbent materials. Lessee shall dispose of any such fluid (and used absorbent materials) in a proper and lawful manner.

Should the Premises require repairs, Lessee shall promptly notify Lessor. Lessor shall be responsible for routine repairs; provided, however, that Lessee shall promptly reimburse Lessor for repairs resulting from Lessee's negligence or misuse of the Premises.

8. **Utilities.** Lessee shall not connect any new utilities to the Premises without prior written consent of Lessor. Lessor shall pay routine electric bills for "T-Hangars"; Lessee shall pay electric bills for other types of hangars. Lessor shall pay routine water bills.

9. **Taxes.** Lessee shall pay or shall cause to be paid, prior to their becoming delinquent, any and all taxes which are lawfully levied, assessed or imposed at any time during the term hereof upon any improvements erected on the Premises and personal property maintained by Lessee at or about the Premises.

10. **Advertising.** No outside walls, roofs, or other portion of the Premises or of any improvements thereon shall be leased for or used for any advertising purposes.

11. **Legal Compliance.** The Lessee will forever keep and save harmless the Lessor from any penalty or damages or charges imposed for any violation of any Federal, State, Municipal, or County laws, regulations and ordinances whether occasioned by the act, negligent or otherwise, of the Lessee and the Lessee agrees that the Premises and improvements thereon shall, during the term of this Lease, be used only for proper and legitimate purposes, and that the Lessee will not use the same or any portion thereof for any purpose or use which may be in violation of the laws of the United States or of the State of Tennessee, or of applicable local regulations and ordinances, or for any immoral or unlawful purpose or use whatsoever. Lessee also agrees that it will not create or allow any nuisance to exist on the Premises and that it will promptly abate all such as may arise, and will not commit or suffer to be committed any waste thereon. Lessor shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, including but not limited to, the right to test for contamination on or under the surface of the property, the use of hazardous materials thereon and the adequacy of security to restricted areas. If Lessor or Lessee discovers any contamination on the Premises, it will promptly notify the other party of the details of such contamination. Lessee shall have a

reasonable time to remove such contamination, but if the Lessee fails or refuses to take corrective action, then Lessor shall have the right to take whatever corrective action it deems necessary or appropriate on the Premises with respect to the contamination and to charge the cost of same to the Lessee. Lessor shall not unreasonably interfere with the use of the property or the business operations of the Lessee during such entries onto the Premises.

12. **Indemnity and Insurance.** Lessee shall indemnify and hold harmless Lessor from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the use, occupancy, conduct and management of or from any work or thing whatsoever done in or about the Premises, by the Lessee, or any representative, invitee, or subtenant of the Lessee during the term of this Lease.

Lessee shall maintain or cause to be maintained for the benefit of the Lessor and Lessee, general public airport liability insurance against claims for bodily injury, death or property damage occurring in or about the Premises and improvements thereon, such insurance to afford protection in a minimum amount of \$1 million (combined single limit for injury or death and for damage to property). Lessee shall name Lessor as an additional insured on such insurance policy. Lessee shall annually furnish a memorandum copy of each such policy of insurance or certificate as to such insurance to Lessor. Lessee agrees that it will increase such minimum insurance limits upon receipt of written notice requesting such increase from the Lessor.

In the event of a casualty loss affecting the Premises, Lessor shall be entitled to receive the entirety of any insurance proceeds covering damage to/loss of the Premises.

Lessee shall be entitled to receive any insurance proceeds from its own insurance policy covering damage to/loss of Lessee's aircraft or contents of the hangar; in no event shall Lessor (or Lessor's insurance company) be responsible for damage to/loss of Lessee's aircraft or contents of the hangar.

13. **Non-Discrimination.** Lessee agrees as follows: (A) In the event facilities are constructed, maintained, or otherwise operated on the said Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-assisted programs of the Department of Transportation-

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. (B) (1) No person on the grounds of race, color, creed, sex, handicap or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to services provided in connection with the Premises; (2) in the construction of any improvements on, over, or under the Premises, no person on the grounds of race, color, creed, sex, handicap or national origin shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the civil Rights Act of 1964 , and as said Regulations may be amended.

14. **Default.** All covenants and agreements herein made and obligations assumed hereby are deemed material, and a breach of any of them constitutes an event of default. If Lessee should fail to pay when due any one of the aforesaid installments of rent, or should fail to perform or observe any of the covenants, agreements, or obligations herein made or assumed by said Lessee, then and thenceforth in any of said events, this Lease may be forfeited except as otherwise provided herein and thereby become null and void at the, option of the Lessor. In such event, Lessor may, with or without process of law, immediately or at any time after the breach of any of said covenants, re-enter said premises and improvements or any part thereof and repossess and have the same as of Lessor's former estate and remove therefrom all goods and chattels not thereto properly belonging, and expel said Lessee and all other person or persons who may be in possession of the said premises and improvements; and in such case the Lessee covenants that it will immediately and peaceably deliver up the same to the Lessor, its agents or attorneys; and if the Lessee, its tenants, agents or attorney's shall hold for a day beyond the time when they should have surrendered the Premises or improvements thereon, or any part thereof required hereby to be surrendered according to the provisions hereof, they shall be deemed guilty of forcible detainer under the statues of the State of Tennessee and be subject to eviction and removal, forcible or otherwise, with or without process of law.

15. **Right to Terminate not Exclusive.** The right of the Lessor to terminate this Lease as herein set forth is in addition to and not in exhaustion of such other rights that the

20. **Memorandum of Lease.** Neither this Lease Agreement nor a memorandum thereof may be recorded by Lessee without the consent of Lessor.

21. **Invalidity of Particular Provisions.** If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law.

22. **Rules and Regulations.** Lessee agrees to observe and obey the Airport Policies, as may be amended from time to time, any and all other reasonable rules and regulations adopted by Lessor with respect to use of the Airport, and all applicable federal, state and local governmental rules and regulations. Lessee also agrees to comply with all applicable rules and regulations established by the Americans with Disabilities Act. Lessee further agrees to develop and implement any environmental protection compliance policies and procedures required by Federal, State, and local ordinances to include but not be limited to Environmental Protection Agency (EPA), Department of Natural Resources (PNR), and Department of Environmental Regulations (DER).

23. **Entire Agreement.** This instrument constitutes the entire agreement between the parties. Any other understandings, agreements or negotiations are deemed merged herein and shall be of no force and effect unless otherwise stated herein. This lease may not be modified except in writing signed by both parties.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as original for all purposes, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LESSOR**  
By:

**LESSEE**

\_\_\_\_\_  
Henry County Airport Manager

\_\_\_\_\_  
[Sign above]  
Print Phone #:  
Print Email Address:

Lessor has or causes of action that may accrue to the Lessor because of the Lessee's failure to fulfill, perform or observe the obligations, agreements, or covenants of this Lease, and the exercise or pursuit by the Lessor of any or the rights or causes of action accruing hereunder shall not be an exhaustion of such other rights or causes of action that the Lessor might otherwise have.

16. **Attorney Fees.** This Lease shall be interpreted in accordance with the law of the State of Tennessee. In the event of litigation between the parties arising out of or pertaining in any way to this Lease, the trial courts of Henry County, Tennessee, are the exclusive jurisdiction and venue and Lessee shall pay Lessor's reasonable attorney's fees and litigation expenses.

17. **Fixtures and Portable Buildings.** No machinery, equipment, or portable buildings shall be permitted on the premises except by written consent of Lessor.

18. **Assignment.** Lessee shall not at any time assign this Agreement or any part thereof or sublet all or any portion of the Premises.

19. **Notices.** Whenever by the terms of this Lease, notice shall or may be given either to the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, with adequate prepaid postage or by hand delivery.

If intended for the **LESSOR**, addressed to:

Henry County Airport Manager  
1949 Diggs Rd.  
Paris, TN 38242

**All notices to Lessor shall be copied to:**

Government of Henry County, Tennessee  
C/O Henry County Mayor  
Henry County Courthouse  
101 W. Washington St.  
Paris, TN 38242

If intended for the **LESSEE**, to Lessee's address as stated in the "*Definitions*" section (above).  
Or to such address or addresses as may from time to time hereinafter be designated by like notice from either party to the other. The time of giving of such notice shall be deemed to be the time when the same is received or delivery refused.

**Addendum to Hangar Lease Agreement**

Notwithstanding the Rental amount stated on the Hangar Lease Agreement (the "Lease") between Lessor and Lessee of even date herewith, the monthly rental shall be the LESSER of the amount stated in the Lease or the following amounts (presuming that the lease has automatically renewed and remains in effect in these years):

<b>In the year:</b>	<b>Max Monthly Rental</b>
2023	\$550.00
2024	\$600.00
2025	\$650.00
2026	\$700.00
2027	\$750.00
2028	\$800.00
2029	\$850.00
2030	\$900.00
2031	\$950.00
2032	\$1,000.00
2033	\$1,050.00
2034	\$1,100.00
2035	\$1,150.00
2036	\$1,200.00
2037	\$1,250.00
2038	\$1,300.00
2039	\$1,350.00
2040	\$1,400.00
2041	\$1,450.00
2042	\$1,500.00

This Addendum does not constitute an agreement that Lessor will allow the lease to automatically renew at these rates. This Addendum does not constitute an offer or agreement to extend or renew the lease term beyond the initial one-month term. Lessor reserves the right to terminate the Lease (which is on a month-to-month basis) at any time as provided in the Lease.

**LESSOR**

By:

\_\_\_\_\_  
Henry County Airport Manager

**LESSEE**

\_\_\_\_\_  
[Sign above]

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

Commissioner Greg Carter made a motion to approve Resolution 7-12-22, to approve Rental Addendum for Blue Yonder, LLC. The motion was seconded by Commissioner Wade.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
CARTER, GREG			X		X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID	X							
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY					X			
WADE, RICKY				X	X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 12-19-22

**RESOLUTION NO. 7-12-22**

**A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO APPROVE RENTAL ADDENDUM FOR BLUE YONDER, LLC**

**WHEREAS**, the Henry County Airport Committee has agreed to abate airport hangar rental to be paid by Blue Yonder, LLC in consideration for improvements made to said hanger by Blue Yonder, LLC; and

**WHEREAS**, Blue Yonder, LLC will enter into the form Airport Hangar Lease Agreement previously approved by this Board of Commissioners at the rental rate of 21 cents per square foot, which the attached proposed Addendum will modify;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee assembled in regular session on this 19<sup>th</sup> day of December, 2022, a majority or more of the membership concurring, that Henry County shall enter into the form Airport Hangar Lease Agreement (at a rental rate of 21 cents per square foot) and the attached Addendum with Blue Yonder, LLC as Tenant; and

**BE IT FURTHER RESOLVED** that the Henry County Mayor or Henry County Airport Manager (either of them) are authorized and directed to execute the form Airport Hangar Lease Agreement (at 21 cents per square foot) and the attached Addendum with Blue Yonder, LLC as Tenant 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 12-19-22

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

  
\_\_\_\_\_  
DONNA CRAIG, COUNTY CLERK

APPROVED 12-19-22

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



**Blue Yonder, LLC Lease Addendum**

This addendum modifies the Airport Hangar Lease Agreement between Henry County, Tennessee (as Lessor) and **Blue Yonder, LLC** (as Lessee) of even date herewith (hereinafter the "Lease"). The definitions in said Lease apply to this Addendum. Said Lease controls except as modified by this Addendum; if the Lease and this Addendum conflict, the terms of this Addendum control.

1. **Rental Abatement:** Lessee has made improvements to the Premises in accordance with an agreement with the Henry County Airport Committee that \$35,000.00 of Rental would be abated to cover the cost of those improvements. \$7,425.00 of Rental has already been abated, leaving an additional \$27,575.00 to be abated. Accordingly, Lessee shall not be obligated to pay Rental until Rental payments totaling \$27,575 have been abated. During the last month of the abatement period, Lessee shall pay as prorated rental the difference between the monthly Rental and the balance remaining to be abated.

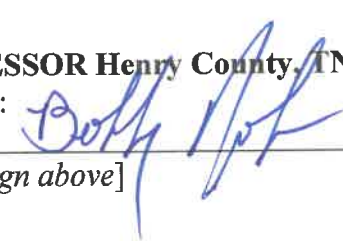
2. **Term.** The Lease shall have an initial term of 57 months, which is the entire abatement period. After this initial term, the Lease shall automatically renew on a month-to-month term unless and until terminated in accordance with the Lease. The Lease may be terminated during the initial term due to (a) Lessee's abandonment of the Premises; (b) Lessee's default; or (c) mutual agreement of the parties.

3. **Fire Code.** Lessee shall make whatever modifications are necessary to comply with the Fire Marshal's requirements at Lessee's sole expense prior to January 31, 2023. Other than as stated in this paragraph, Lessor shall not require Lessee to otherwise modify the hangar.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as original for all purposes, as of the 19th day of December, 2022.

**LESSOR Henry County, TN**

By:

  
[Sign above]

**LESSEE Blue Yonder, LLC**

By:

\_\_\_\_\_  
[Sign above]

Print Phone #: \_\_\_\_\_

Print Email Address: \_\_\_\_\_

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

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

ITEM NO. 12

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

VOICE VOTE CARRIED

DATE : 12-19-22