

# Commission Minutes

April 15, 2024

- Update from Mayor Ridgeway on future County buildings and projects.
- Update on Litter Grant from Diann McGuire.
- Budget Amendment- Resolution 2-4-24.
- Henry County Commissioner District 1 Appointment- Resolution 3-4-24.
- Henry County Property Assessor Resignation- Resolution 4-4-24.
- Litter Grant Contract with State of TN- Resolution 5-4-24.
- Henry County Chancery Office and Konica Minolta Business Solutions USA, Inc. lease agreement- Resolution 6-4-24.
- Henry County Healthcare Center and/or The Hospital District amendment of Private Act for the sale or lease- Resolution 7-4-24.
- Retaining an Attorney for joint representation for Henry County Medical Center and Henry County, TN- Resolution 8-4-24.

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 April 15, 2024 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, Charles Elizondo, Kenneth Humphreys, Melissa McElroy, Paul Neal, Monte Starks, Jay Travis, Marty Visser, Ricky Wade, David Webb and Ralph Wiles. Absent: Missy Hamilton and David Hayes.

ITEM NO. 5 Update from Mayor Ridgeway on future County buildings & projects.

ITEM NO. 6 Update on Litter Grant from Diann McGuire.

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

A motion was made by Commissioner Humphreys to approve the Consent Agenda, which consists of: Minutes of the meeting of April 1, 2024, various quarterly reports, Henry County Medical Center Statement of Cash Flow, Trustee's month end report and the following Notary Public designations: Marilyn Paschall Glaab and Scott Nanney. The motion was seconded by Commissioner Starks.  
ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL								
ELIZONDO, CHARLES								
HAMILTON, MISSY	X							
HAYES, DAVID	X							
HUMPHREYS, KENNETH			X					
McELROY, MELISSA								
NEAL, PAUL								
STARKS, MONTE				X				
TRAVIS, JAY								
VISSER, MARTY								
WADE, RICKY								
WEBB, DAVID								
WILES, RALPH								
TOTAL	2							

DATE : 4-15-24

VOICE VOTE CARRIED

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

Commissioner Humphreys made a motion to approve Resolution 2-4-24, to authorize certain changes in the budget for the Henry County General Fund for Fiscal 2023-2024. The motion was seconded by Commissioner Neal.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
HAMILTON, MISSY	X							
HAYES, DAVID	X							
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL				X	X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH						X		
TOTAL	2				11	1		

MOTION CARRIED

DATE : 4-15-24

**RESOLUTION #2-4-24**

**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 July 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 26<sup>th</sup> day of February 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:

**ELECTION COMMISSION**

INCREASE ACCOUNT 51500-317, entitled "Data Processing Services," in the amount of \$3,000.00

DECREASE ACCOUNT 51500-349, entitled "Printing, Stationery & Forms," in the amount of \$2,000.00

DECREASE ACCOUNT 51500-709, entitled "Data Processing Equipment," in the amount of \$1,000.00

Please see emergency accounts payable request from DeLaina Green regarding this request.

**GENERAL SESSIONS JUDGE**

INCREASE ACCOUNT 53310-102, entitled "Judge's Salary," in the amount of \$1,735.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$1,735.00

This transfer is to pay for an additional 1% COLA per the attached memo from the AOC.

**OTHER ADMINISTRATION OF JUSTICE**

INCREASE ACCOUNT 53900-399, entitled "Other Contracted Services," in the amount of \$1,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$1,000.00

This is to put into the budget the expense for a code of ethics officer through June.

**SHERIFF'S OFFICE**

INCREASE ACCOUNT 54110-338, entitled "Maintenance & Repair – Vehicles," in the amount of \$4,000.00

DECREASE ACCOUNT 54110-450, entitled "Tires & Tubes," in the amount of \$4,000.00

INCREASE ACCOUNT 54210-330, entitled Operating Lease Payments," in the amount of \$2,559.40

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,559.40

INCREASE REVENUE ACCOUNT 48610, entitled "Donations," in the amount of \$1,345.80

INCREASE ACCOUNT 55120-599, entitled "Other Charges," in the amount of \$1,345.80

INCREASE REVENUE ACCOUNT 48610, entitled "Donations," in the amount of \$3,467.00

INCREASE ACCOUNT 55510-599, entitled "Other Charges," in the amount of \$3,467.00

Please see the memo from Josh Frey regarding this transfer.

INCREASE ACCOUNT 54110-718, entitled "Vehicles," in the amount of \$31,429.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$31,429.00

This transfer is to reimburse the account from FY23 accounts payable not paid until this fiscal year.

INCREASE ACCOUNT 54210-712 entitled "A/C and Heating," in the amount of \$13,900.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$13,900.00

This transfer is for a new unit for the jail.

**OFFICE ON AGING**

INCREASE ACCOUNT 56100-718, entitled "Vehicles," in the amount of \$13,799.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$13,799.00

This transfer is put into the budget for a purchase of a van for the Office on Aging.

**OTHER ECONOMIC & COMMUNITY DEVELOPMENT**

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$384,415.08

INCREASE ACCOUNT 58190-399, entitled "Other Contracted Services," in the amount of \$384,415.08

This transfer is to put a TDEC water grant into the budget. This grant will be administered by PHCIC but we are the grantee.

**EMPLOYEE BENEFITS**

INCREASE ACCOUNT 58600-513, entitled "Worker's Compensation Insurance," in the amount of \$3,651.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$3,651.00

This transfer was to pay for an additional premium from FY23 actual payroll.

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

PASSED 4-15-24

  
JOHN PENN RIDGEWAY, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

APPROVED 4-15-24

  
JOHN PENN RIDGEWAY  
COUNTY MAYOR



## *Administrative Office of the Courts*

Nashville City Center, Suite 600  
511 Union Street  
Nashville, Tennessee 37219  
615 / 741-2687 or 800 / 448-7970  
FAX 615 / 741-6285

MICHELLE LONG  
Director

RACHEL HARMON  
Deputy Director

### MEMORANDUM

**TO:** All General Sessions Judges

**FROM:** John Coke – General Counsel *jc*

**CC:** Michelle Long – Director  
Stephanie J. Holliday – Human Resources Manager

**DATE:** February 6, 2024

**RE:** Revised Cost of Living Adjustments (2023 and 2024) for General Sessions Judges



The Administrative Office of the Courts (“AOC”) was asked to review Tennessee Code Annotated §16-15-5003 to determine the proper calculation method to use when making the annual cost of living adjustments (“COLA”). Upon review, the AOC has determined that revisions are required for the 2023 and 2024 reported adjustments because 5003(i)(5) directs that the yearly COLA adjustments be adjusted pursuant to Tennessee Code Annotated § 8-23-103. As a result, and in accordance with the above statute, the revised adjustments are as follows:

Revised 2023 COLA (effective July 1, 2023): 5% (prior reported adjustment was 4%)

Revised 2024 COLA (effective July 1, 2024): 4.1% (prior reported adjustment was 2%)

If you have questions about the yearly COLA adjustments and whether the adjustments apply to your county, please consult with your county attorney and/or fiscal department. If you have general questions about these revisions, please contact John Coke – AOC General Counsel – at [john.coke@tncourts.gov](mailto:john.coke@tncourts.gov) or (615) 741-2687.

Signed Copy

Governmental Unit:	Henry County, Tennessee	Financial Statement Date:	June 30, 2023
Auditor	Mandy Spencer	Date:	1/24/24
Opinion Unit:	Primary Government		
Fund	General Fund		

**INSTRUCTIONS:** This form is used to accumulate *factual, judgmental, and projected* misstatements that should, in the auditor's judgment, be recorded by management. Auditors should distinguish between factual, judgmental, and projected adjustments and provide an explanation for each proposed adjustment. Typically we do not have any judgmental or projected misstatements, however; if judgmental or projected misstatements exist, management should be asked to review and approve the assumptions behind and amount of the judgmental or projected misstatements. If management decides not to record a proposed adjustment, auditors should document any discussions that took place and the reason why management chose not to record the adjustment. Auditors should consider the implications of management's refusal on the risk assessment process, the Financial Statements, and the Independent Auditor's Report. Passed adjustments, other than trivial amounts, should be recorded on Form 211. Trivial amounts are defined as a misstatement that, either individually or when aggregated with other such misstatements, would not be material to the financial statements, after the possibility of further undetected misstatements is considered. Auditors should also explain the effects of audit adjustments that are posted for Financial Statement Presentation purposes but are **not** required to be posted to the accounting records. In general, all adjustments should be posted to the accounting records. Obtain management's signature **and/or** the signature of the person(s) or firm designated to accept responsibility for the financial statements on behalf of management. Adjusting entries made in the Government-Wide Conversion should be presented and explained to the person designated to accept responsibility for financial statements on behalf of management. This discussion should be documented in the workpapers.

**Factual Misstatements** are misstatements about which there is no doubt. **Judgmental misstatements** are differences arising from the judgments of management concerning accounting estimates that the auditor considers unreasonable or the selection or application of accounting policies that the auditor considers inappropriate. **Projected misstatements** are the auditor's best estimate of misstatements in populations, involving the projection of misstatements identified in audit samples to the entire population from which the samples were drawn.

No. 1

General Ledger Account No.	Account Description	W/P Reference	Debit	Credit
21100	Accounts Payable			
54110-718	Sheriff's Department / Motor Vehicles		31,429.00	4,065.34
53100-435	Circuit Court / Office Supplies		12,025.00	
54210-330	Jail / Operating Lease Payments		2,559.40	
58500-358	Contributions to Other Agencies / Remittance of Revenue Collected		13,353.89	
58500-316	Contributions to Other Agencies / Contributions		4,955.94	
54110-599	Sheriff's Department / Other Charges		600.00	
58600-204	Employee Benefits / Pensions		2,894.50	
39000	Unassigned			63,752.39

Detailed Explanation of **Why** the Adjustment is needed.  
To clear out Accounts Payable accounts and correctly reflect FY24 expense

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

A motion was made by Commissioner Carter and seconded by Commissioner Wade for Resolution 3-4-24, to appoint Rita Gean to fill the vacancy of Commissioner for District 1. Nominations were ceased and Gean was elected by acclamation.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL			X		X			
ELIZONDO, CHARLES					X			
HAMILTON, MISSY	X							
HAYES, DAVID	X							
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WADE, RICKY				X	X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	2				12			

MOTION CARRIED

DATE : 4-15-24

**RESOLUTION NO. 3-4-24**

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

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

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

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

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 15<sup>th</sup> day of April, 2024, the majority of the Commissioners concurring, that \_\_\_\_\_ is appointed to the Henry County Commission for an interim period effective immediately and ending August 31, 2024, to fill the unexpired term of First District Commissioner Randy Gean. This position will be open for election again at the next countywide general election to be held in August, 2024.

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

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

**PASSED** 4-15-24

John Penn Ridgeway  
**JOHN PENN RIDGEWAY, CHAIRMAN  
COUNTY COMMISSION**

Donna Craig  
**DONNA CRAIG  
COUNTY CLERK**

**APPROVED** 4-15-24

John Penn Ridgeway  
**JOHN PENN RIDGEWAY  
COUNTY MAYOR**

To: Mayor John Penn Ridgeway and  
Henry Co. Commissioners

It would be my Privilege to finish out Randy's term  
untill August 2024.

When our children and grandchildren were growing  
up he made sure he told them, if you are going to  
start something.. you need to finish it. So by this  
commission allowing me to finish his posititon till  
then, I feel we have honered his way of thinking.

I appreciate and thank you all for the opportunity for  
me to serve the county that Randy loved so much.

Respectfully,



Rita Gean

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

Commissioner Webb made a motion to approve Resolution 4-4-24, to accept resignation of Henry County Property Assessor Charles VanDyke. The motion was seconded by Commissioner Humphreys.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
GEAN, RITA					X			
HAMILTON, MISSY	X							
HAYES, DAVID	X							
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID			X		X			
WILES, RALPH					X			
TOTAL	2				13			

MOTION CARRIED

DATE : 4-15-24

## **RESOLUTION NO. #4-4-24**

### **A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS TO ACCEPT RESIGNATION OF HENRY COUNTY PROPERTY ASSESSOR**

**WHEREAS**, the Honorable Charles VanDyke—after having served with distinction as Henry County Property Assessor for twenty-five years—has announced his intent to resign the office of Henry County Property Assessor; and

**WHEREAS**, Charles VanDyke has (in his individual capacity) signed this Resolution for purposes of irrevocably resigning from the office of Henry County Property Assessor, with his final day of service in such office to be April 30, 2024; and

**WHEREAS**, immediately upon the acceptance of said resignation by approval of this Resolution by the Board of Commissioners of Henry County, Tennessee, the office of Henry County Property Assessor shall be deemed vacant; and

**WHEREAS**, as contemplated by TENN. CODE ANN. § 5-1-104, there is sufficient time for the vacancy of the Office of Henry County Property Assessor to be placed on the ballot of the August 1, 2024 election and filled by a vote of the citizens of Henry County, Tennessee;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 15<sup>th</sup> day of April, 2024, a majority or more of the membership concurring that Charles VanDyke's resignation from the office of Henry County Property Assessor is accepted and irrevocable, and the office of Henry County Property Assessor is deemed vacant effective May 1, 2024; provided, however, that Charles VanDyke shall continue to serve as Henry County Property Assessor and fulfill the duties of that office until 11:59 PM on April 30, 2024.

**BE IT FURTHER RESOLVED** that the members of this body waive formal notice of the vacancy created by the resignation contemplated herein pursuant to TENN. CODE ANN. § 5-1-104; and

**BE IT FURTHER RESOLVED** that this Board requests that vacancy created by the resignation contemplated herein be placed on the ballot of the August 1, 2024 election to be filled by vote of the citizens of Henry County, Tennessee; and

**BE IT FURTHER RESOLVED** that a true copy of this Resolution be delivered to the Henry County Administrator of Elections and each member of the Henry County Election Commission; and

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

**PASSED** 4-15-24

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

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

**APPROVED** 4-15-24

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

I, Charles VanDyke, individually, join in this resolution for purposes of irrevocably resigning from the Office of Henry County Property Assessor as stated in the above resolution (with my final day of service in such capacities to be April 30, 2024), subject to the approval of said Resolution by the Board of Commissioners of Henry County, Tennessee.

\_\_\_\_\_  
**CHARLES VANDYKE**

**Date** \_\_\_\_\_

April 1, 2024

Henry County Mayor, John Penn Ridgeway

RE: Resignation

Dear Sir:

This letter is to inform you that as of April 30, 2024 I am resigning from the Office of Henry County Assessor of Property.

It has been an honor to serve the citizens and voters of Henry county as their property assessor for the last twenty five years. I would like to thank every citizen of Henry County for giving me the opportunity to give back to the county that has given me so much. Henry County is my home and I cherish every minute of time and every person that has touched my life in some way.

Respectfully submitted



Charles VanDyke

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

A motion was made by Commissioner Starks to approve Resolution 5-4-24, authorizing submission of an application for a Litter and Trash Collecting Grant for FY 2024-2025 from the Tennessee Department of Transportation and authorizing the acceptance of said Grant. The motion was seconded by Commissioner Visser.  
ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
GEAN, RITA					X			
HAMILTON, MISSY	X							
HAYES, DAVID	X							
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE			X		X			
TRAVIS, JAY					X			
VISSER, MARTY				X	X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	2				13			

DATE : 4-15-24  
MOTION CARRIED

## RESOLUTION NO. 5-4-24

**A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS AUTHORIZING SUBMISSION OF AN APPLICATION FOR A LITTER AND TRASH COLLECTING GRANT FOR FY 2024-2025 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT**

**WHEREAS**, the Henry County Commission intends to apply for the aforementioned Grant from the Tennessee Department of Transportation; and

**WHEREAS**, the contract for the Grant for FY 2024-2025 will impose certain legal obligations upon Henry County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15<sup>th</sup> day of April, 2024, a majority or more of the membership concurring,

1. That the County Mayor is hereby authorized to apply on behalf of Henry County for a Litter and Trash Collecting Grant for FY 2024-2025 from the Tennessee Department of Transportation.
2. That should said application be approved by the Tennessee Department of Transportation, then the County Mayor of Henry County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Henry County.

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

PASSED

4-15-24

  
JOHN PENN RIDGEWAY, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

APPROVED

4-15-24

  
JOHN PENN RIDGEWAY  
HENRY COUNTY MAYOR

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

A motion was made by Commissioner Humphreys to approve Resolution 6-4-24, to authorize a lease agreement between the Henry County Chancery Office and Konica Minolta Business Solutions USA, Inc. The motion was seconded by Commissioner Wade.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
GEAN, RITA					X			
HAMILTON, MISSY	X							
HAYES, DAVID	X							
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WADE, RICKY				X	X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	2				13			

MOTION CARRIED

DATE : 4-15-24

**RESOLUTON NO. 6-4-24**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD  
OF COMMISSIONERS TO AUTHORIZE A LEASE AGREEMENT  
BETWEEN THE HENRY COUNTY CHANCERY OFFICE AND  
KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.**

**WHEREAS**, Henry County finds it is essential and in the best interest of the citizens of Henry County to approve a lease agreement between the Henry County Chancery Office and Konica Minolta Business Solutions USA, Inc. for the upgrading of office equipment; and

**WHEREAS**, it is necessary for the Board of Commissioners of Henry County, Tennessee to approve a lease agreement for the Chancery Office for a copier/printer for sixty (60) months beginning August 1, 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15th day of April, 2024, a majority or more of the membership concurring, does hereby authorize the lease agreement described in the attached documents between the Henry County Chancery Office and Konica Minolta Business Solutions USA, Inc.

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

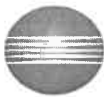
**PASSED** 4-15-24

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

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

**APPROVED** 4-15-24

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



For office use only (Check one): ☐ Branch ☐ Windsor

Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

KONICA MINOLTA

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
COUNTY OF HENRY			101 W Washington St	
CITY	STATE	ZIP	PHONE*	FAX
PARIS	TN	38242	731 642 4234	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
Henry Co Clerk and Master			P.O.Box 313	
CITY	STATE	ZIP	E-MAIL	
PARIS	TN	38242		
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or <http://kmbs.konicaminolta.us/CustomerOne>



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)	Asset Invoice Information	Serial Number	Start Meter Read(s)
Bizhub 287 Copier/Printer	Chancery		
<input type="checkbox"/> See attached 'Schedule A' for additional Equipment / Accessories / Software			

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
60	60	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ 129.94	\$ -0-
Payment includes UNLIMITED B&W pages per month			Overages billed N/A at \$ -0- per B&W page	
Payment includes UNLIMITED Color pages per month			Overages billed N/A at \$ -0- per Color page	

☐ See attached Pool Billing Schedule

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

COUNTY OF HENRY	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

	X	
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	DATED

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions

KMPF0005 – US 09/22/22

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, substitutions, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS, IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU, IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x38" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4. OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to selfoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without selfoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (i) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$125.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

12. DEFAULT AND REMEDIES: If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT NEITHER WE NOR SUPPLIER WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. In no event shall Supplier's aggregate liability under this Agreement exceed the amount you paid for the products or services in question during the twelve-month period immediately preceding the event giving rise to the liability. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. If the Customer shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees to bring any such proceeding in, and that any such matter shall be adjudged or determined exclusively by, the courts in the state of the Supplier's, Lessor's or Assignee's principal place of business. In the event of litigation or other proceedings by Supplier, Lessor or Assignee to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Supplier, Lessor or Assignee, including but not limited to, reasonable attorney's fees. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

15. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of fifteen percent (15%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

17. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

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

A motion was made by Commissioner Starks to approve Resolution 7-4-24, to approve the amendment of Private Act Chapters 176, 524, 157, and 354 permitting the sale or lease of the Henry County Healthcare Center and/or the Hospital District. The motion was seconded by Commissioner Carter.  
ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL				X	X			
ELIZONDO, CHARLES					X			
GEAN, RITA					X			
HAMILTON, MISSY	X							
HAYES, DAVID	X							
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE			X		X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	2				13			

MOTION CARRIED

DATE : 4-15-24

**RESOLUTION NO. 7-4-24**

**A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO  
APPROVE THE AMENDMENT OF PRIVATE ACT CHAPTERS 176, 524, 157, AND 354  
PERMITTING THE SALE OR LEASE OF THE HENRY COUNTY HEALTHCARE  
CENTER AND/OR THE HOSPITAL DISTRICT**

**WHEREAS**, on the 18<sup>th</sup> day of December, 2023, this Body passed a Resolution to urge the General Assembly to amend a Private Act permitting the sale or lease and other changes of the Henry County Healthcare Center and/or The Hospital District; and

**WHEREAS**, the 113<sup>th</sup> Tennessee General Assembly passed a Private Act providing for changes to the Hospital District Private Act by this Body, said Private Act being Private Chapter Nos. 176, Chapter 524, Chapter 157, and Chapter 354 (House Bill No. 2992, substituted for Senate Bill No 2975); and

**WHEREAS**, said Private Chapter Nos. 176, Chapter 524, Chapter 157, and Chapter 354 specifies that the method of local approval is by a two-thirds majority vote of the county legislative body pursuant to TENN. CODE ANN. §§ 8-3-201 and 8-3-202; and

**WHEREAS**, it is in the public interest that the amendment of Private Chapter Nos. 176, Chapter 524, Chapter 157, and Chapter 354 be approved by this Body; and

**NOW, THEREFORE, BE IT RESOLVED** by a two-thirds (2/3) vote of the county legislative body of Henry County, meeting in regular session on this **15<sup>th</sup> day of April, 2024**, that Private Chapter Nos. 176, Chapter 524, Chapter 157, and Chapter 354 (House Bill No. 2992, substituted for Senate Bill No 2975, 113<sup>th</sup> General Assembly), a copy of which is attached as *Exhibit A*, is hereby approved and ratified in its entirety; and


**BE IT FURTHER RESOLVED**, that the presiding officer of the county legislative body shall proclaim the approval of said Private Chapter Nos. 176, Chapter 524, Chapter 157, and Chapter 354 and the County Clerk shall certify the same to the Tennessee Secretary of State; and

**BE IT FURTHER RESOLVED**, that the County Clerk shall mail a certified copy of this Resolution along with the required Notice to Secretary of State of Ratification of Private Act to the Tennessee Secretary of State; and

**BE IT FINALLY RESOLVED**, that true copy of this Resolution be spread upon the commission record as of this date.

**PASSED** 4-15-24

  
JOHN PENN RIDGEWAY, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

**APPROVED** 4-15-24

  
JOHN PENN RIDGEWAY  
HENRY COUNTY MAYOR

HOUSE BILL NO. 2992

PASSED: March 28, 2024



CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES



RANDY MCNALLY  
SPEAKER OF THE SENATE

APPROVED this 8<sup>th</sup> day of April 2024



BILL LEE, GOVERNOR



## State of Tennessee

HOUSE BILL NO. 2992

By Representative Darby

Substituted for: Senate Bill No. 2975

By Senator Stevens

AN ACT to amend Chapter 176 of the Private Acts of 1953, as amended by Chapter 524 of the Private Acts of 1953, Chapter 95 of the Private Acts of 1985, Chapter 56 of the Private Acts of 1991, Chapter 157 of the Private Acts of 1994, Chapter 7 of the Private Acts of 2015, and any other acts amendatory thereto, relative to the Henry County Hospital District.

WHEREAS, Chapter 158 of the Private Acts of 1961 authorized Henry County to construct a county nursing home, to acquire a site therefore, to issue bonds for the purposes of such construction, and to dispose of the nursing home upon such terms as may be determined by the Henry County Board of Commissioners; and

WHEREAS, Chapter 354 of the Private Acts of 1958 created the Henry County Nursing and Rest Home District, later known as the Henry County Nursing Home, which was amended by Chapter 114 of the Private Acts of 1975 and Chapter 313 of the Private Acts of 1980. Chapter 354 of the Private Acts of 1958 was repealed by Chapter 157 of the Private Acts of 1994; and

WHEREAS, Chapter 176 of the Private Acts of 1953 created the Henry County Hospital District, which was amended by Chapter 524 of the Private Acts of 1953; Chapter 314 of the Private Acts of 1980; Chapter 94 of the Private Acts of 1985; Chapter 95 of the Private Acts of 1985; Chapter 56 of the Private Acts of 1991; Chapter 157 of the Private Acts of 1994; and Chapter 7 of the Private Acts of 2015. Chapter 157 of the Private Acts of 1994 authorized the Hospital District, now doing business as the "Henry County Medical Center", to assume ownership, management, and operation of the Henry County Nursing and Rest Home District's assets, including, without limitation, the nursing home land; and

WHEREAS, pursuant to the repeal of Chapter 354 of the Private Acts of 1968, as amended by Chapter 157 of the Private Acts of 1994 and the assumption of the ownership, management, and operation of the Henry County Nursing and Rest Home District's assets by the Henry County Medical Center in that same act of 1994, the purpose of this act is to authorize the Henry County Hospital District to sell or lease such assets outside of the ordinary course of business, including, without limitation, substantially all the assets of the Henry County Nursing Home, and to authorize the recall of certain members of the Henry County Hospital District Board of Trustees; now, therefore,

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Pursuant to the repeal of Chapter 354 of the Private Acts of 1968 by Chapter 157 of the Private Acts of 1994, and any subsequent acts amendatory to Chapter 157 of the Private Acts of 1994, and the enactment of Chapter 176 of the Private Acts of 1953, as amended by Chapter 524 of the Private Acts of 1953, Chapter 157 of the Private Acts of 1994, and any other acts amendatory thereto, Chapter 176 of the Private Acts of 1953, as amended, is further amended by deleting the following two paragraphs from Section 6:

The Hospital District shall own, manage, and operate the Henry County Nursing and Rest Home and provide nursing and rest home service of the highest quality consistent with the generally recognized standards of nursing and rest home service, and with the physical facilities provided, and with limitations imposed by the budget. The Henry County Nursing and Rest Home has been organized for the purpose of housing, feeding, clothing, and looking after the health, happiness, and general welfare of those persons who may qualify under the rules and bylaws as promulgated by the Board of Trustees for admittance as patients. Such services shall be rendered to any person who

makes satisfactory financial arrangements for that person's service and who is certified for entrance under the rules of the Henry County Hospital District Board of Trustees; and to any person regardless of financial arrangements, if (1) in the opinion of said Board of Trustees, the physical well-being of the persons is seriously and imminently endangered by delay in provides the services; or (2) it is determined after due investigative procedure of said Board of Trustees or its delegated representatives that such person, if a resident of Henry County, is without any means whatsoever to pay for such services. No charity patients shall be admitted from outside Henry County, Tennessee, except as prior arrangements for pay for nursing and rest home services are made by another political subdivision.

The Hospital District will provide nursing home services in the same manner as previously provided by the Henry County Nursing Home Board of Directors pursuant to Chapter 354 of the Private Acts of 1968, as amended, except to the extent such provision for services would conflict with the rules and regulations for the operation of the Hospital District as are established by the Board of Trustees of the Hospital District and other provisions of this Act.

SECTION 2. Chapter 176 of the Private Acts of 1953, as amended by Chapter 524 of the Private Acts of 1953, Chapter 157 of the Private Acts of 1994, and any other acts amendatory thereto, is further amended by adding the following as the last paragraph in Section 6:

The Hospital District may provide nursing home services in the same manner as previously provided by the Henry County Nursing Home Board of Directors pursuant to Chapter 354 of the Private Acts of 1968, as amended, except to the extent such provision for services would conflict with the rules and regulations for the operation of the Hospital District as are established by the Board of Trustees of the Hospital District and other provisions of this Act.

SECTION 3. Chapter 176 of the Private Acts of 1953, as amended by Chapter 524 of the Private Acts of 1953, Chapter 157 of the Private Acts of 1994, and any other acts amendatory thereto, is amended by deleting Section 5 and substituting the following:

Section 5. That said Board shall hold regular meetings monthly on a date which it shall establish. The Board may on call of the Chairman hold special meetings at any time under rules which it shall establish.

(A) The Board shall have the responsibility and authority to:

- (i) Control the property and facilities of the Hospital District;
- (ii) Purchase real estate with the approval of the County Commission;
- (iii) Sell or lease, with the approval and authorization of the County Commission, any portion of the real estate that the District owns and to execute leases and deeds therefor when authorized to do so by the County Commission;
- (iv) Sell or lease personal property that the District owns in the ordinary course of business;
- (v) Receive all moneys for Hospital purposes, including tax receipts from the County Trustee's office, and to disburse all such moneys in cash or by check;
- (vi) Make contracts for goods and services;
- (vii) Establish rules and regulations governing the property of the District, its uses and management;
- (viii) Erect buildings, to employ, define the duties of, fix compensation of, and to discharge employees of the District; and

(ix) To act for and on behalf of Henry County, Tennessee, in the discharge of its mission as set forth in Section 6 of this Act.

(B) Notwithstanding any other provision of this Act or other applicable law:

(i) The County Commission is vested with sole authority (a) to sell or lease any portion of the real estate which the District owns (including that described in Section 2 of this Act) and (b) to sell or lease personal property that the District owns outside the ordinary course of business. This authority includes, without limitation, the power to sell or lease any and all of the District's assets to one (1) or more other public or privately-owned entities;

(ii) The proceeds from any sale or lease of the District's assets under this subsection shall first be applied to pay indebtedness which the County incurred or guaranteed on behalf of the District, unless the County Commission specifically directs that all or any portion of the proceeds be paid instead to the District for its general purposes; and

(iii) The County Mayor is authorized to execute any deeds of conveyance, leases, bills of sale and other assignments, agreements, certificates and documents necessary or convenient to complete the sale of assets directed by the County Commission under this subsection.

(C) In the event that the sale or lease of assets outside the ordinary course of business renders the District financially unable to render hospital, ambulance, nursing home, or other services that the District is authorized or required to provide by this Act, the District shall be relieved of any requirement to provide such services unless and until the District is adequately funded to provide such services at or above the applicable standards of care.

SECTION 4. Chapter 176 of the Private Acts of 1953, as amended by Chapter 524 of the Private Acts of 1953, Chapter 95 of the Private Acts of 1985, Chapter 56 of the Private Acts of 1991, Chapter 7 of the Private Acts of 2015, and any other acts amendatory thereto, is amended by inserting the following as a new second paragraph in Section 3:

The County Commission may recall any member of the board of trustees with or without cause and fill the unexpired term caused by such vacancy; however, no board member serving a term of office as of September 30, 2024, may be recalled during such term (this does not prohibit the recall of such board member during any subsequent term to which such board member may be elected).

SECTION 5. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.

SECTION 6. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Henry County. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

SECTION 7. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 6.

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

A motion was made by Commissioner Burns to approve Resolution 8-4-24, to retain an Attorney for joint representation for Henry County Medical Center and Henry County, Tennessee. The motion was seconded by Commissioner Visser.

ITEM NO. 14

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK			X		X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
GEAN, RITA					X			
HAMILTON, MISSY	X							
HAYES, DAVID	X							
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY				X	X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	2				13			

MOTION CARRIED

DATE : 4-15-24

## RESOLUTION NO. 8-4-24

### A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO RETAIN AN ATTORNEY FOR JOINT REPRESENTATION FOR HENRY COUNTY MEDICAL CENTER AND HENRY COUNTY, TENNESSEE

**WHEREAS**, the Henry County Hospital District ("HCMC") has requested that the Henry County Board of Commissioners consider approving the lease and/or sale of substantially all of HCMC's assets to a third-party hospital company (the "Proposed Transaction"); and

**WHEREAS**, the Henry County Board of Commissioners believes it to be in the best interest of the citizens and residents of Henry County that qualified legal counsel experienced in handling transactions similar to the Proposed Transaction be retained to represent the County's interests with respect to the Proposed Transaction; and

**WHEREAS**, the Henry County Board of Commissioners acknowledges that the Henry County Attorney is not representing or providing legal advice to Henry County with respect to the Proposed Transaction; and

**WHEREAS**, the Henry County Board of Commissioners has determined that the law firm (the "Law Firm") identified in the representation agreement attached as *Exhibit A* (the "Representation Agreement") to this resolution is qualified and experienced in handling transactions similar to the Proposed Transaction; and

**WHEREAS**, HCMC has agreed to pay the entire cost of retaining qualified legal counsel to jointly represent HCMC and Henry County with respect to the Proposed Transaction (it being understood that HCMC's agreement to pay such cost is between HCMC and Henry County [under the Representation Agreement, both entities may be jointly and severally liable to the Law Firm for payment of the Law Firm's fee]); and

**WHEREAS**, the Henry County Board of Commissioners has determined that joint representation of HCMC and Henry County with respect to the proposed transaction would be in the best interest of the citizens and residents of Henry County, Tennessee;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 15<sup>th</sup> day of April, 2024, the majority concurring that the Commissioners shall retain the Law Firm to represent Henry County jointly with HCMC on the terms outlined in the Representation Agreement; and

**BE IT FURTHER RESOLVED** that the Henry County Mayor in his capacity as such and/or in his capacity as Chairperson of the Henry County Board of Commissioners is authorized and directed to sign the Representation Agreement and any other associated documents necessary to retain the Law Firm (including without limitation any conflict of interest waiver or other documents necessary due to the joint representation of HCMC in the Proposed Transaction) upon (a) HCMC executing those same documents and (b) HCMC signing a written agreement requiring it to pay the Law Firm's entire cost (attorney's fees and expenses) associated with representing HCMC and Henry County with respect to the Proposed Transaction; and

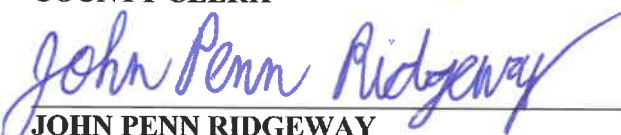
**BE IT FINALLY RESOLVED** that a true and correct copy of this resolution be spread upon the Commission record of this date.

PASSED 4-15-24

  
JOHN PENN RIDGEWAY, CHAIRMAN  
COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

APPROVED 4-15-24

  
JOHN PENN RIDGEWAY  
COUNTY MAYOR

**BASS BERRY + SIMS**

150 Third Avenue South, Suite 2800  
Nashville, TN 37201  
(615) 742-6200

April 11, 2024

**VIA EMAIL:**

Henry County, Tennessee  
101 W. Washington St.  
Paris TN 38242

Henry County Medical Center  
301 Tyson Ave.  
Paris, TN 38242

Exhibit A  
Res # 8-4-24

**Re: Agreement for Legal Representation**

Ladies and Gentlemen:

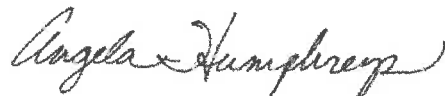
We appreciate the opportunity to represent Henry County, Tennessee (the "County") and Henry County General Hospital, a non-profit hospital district established for and in behalf of the County pursuant to the Tennessee Private Acts of 1953, Chapter 176, as subsequently amended, and currently doing business as Henry County Medical Center (the "Hospital District") (collectively, "Client"). This letter confirms our undertaking to represent the Client and governs the terms of our relationship. This letter and the attached Terms of Representation describe the terms of our engagement.

By execution of this letter, you acknowledge that our representation will be a joint representation of the County and the Hospital District collectively as the Client, and you hereby waive any potential conflicts of interest arising from joint representation. We will not represent either the County or the Hospital District individually. During the course of our representation, it is possible that conflicts of interest may arise between the individual interests of the County and the individual interests of the Hospital District. In the event such conflicts of interest arise and cannot be resolved by the parties, each party is advised to seek its own independent legal counsel. In the event of a dispute resulting in litigation between the parties, we would not represent either party.

Again, we are pleased that you have retained our firm to work with you on this matter, and we look forward to developing a long working relationship. To confirm your agreement, please sign and return this letter to us at your earliest convenience.

Sincerely,

BASS, BERRY & SIMS PLC



Angela Humphreys  
Member

Attachment: Terms of Representation

**APPROVED AND AGREED:**

**HENRY COUNTY, TENNESSEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**HENRY COUNTY MEDICAL CENTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **TERMS OF REPRESENTATION**

Bass, Berry & Sims PLC ("Bass, Berry & Sims" or the "Firm") will provide legal services as described in our engagement letter dated April 11, 2024, of which these Terms of Representation are a part (collectively, the "Engagement Letter"), and on the following terms and conditions:

### **1. Staffing and Rates**

The fees for our services will be computed primarily on an hourly basis at our standard rates for attorneys and other professionals, which rates are periodically revised. Our standard hourly rates currently range from approximately \$490 per hour for our junior associates to approximately \$1555 for senior partners. My current standard hourly rate is \$1,275.

We would utilize other attorneys, including associates and other practice group attorneys, as appropriate, in order to drive cost efficiencies while providing a superior work product with an appropriate level of oversight. Rates for our associates currently range from \$490 per hour to \$800 per hour.

Other factors may be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitations imposed by the Client or the transaction, the benefit resulting to the Client, and any unforeseen circumstances arising in the course of our representation.

With respect to this representation, our fees would be billed at a 15% discount to our standard hourly rates.

### **2. Payment of Fees and Other Charges**

In addition to the payment of the Firm's fees, clients are responsible for all out-of-pocket expenses, such as outside photocopying charges, messenger service, travel expenses, filing fees, costs of subpoenas and depositions, publication fees and other costs that we may be required to advance on the client's behalf in connection with the representation. In case of large out-of-pocket costs (generally over \$1,000), you may be asked to advance such costs or to pay them directly as they are incurred.

Unless otherwise agreed between us, we will bill you monthly for legal services and other charges. Payment will be due within thirty (30) days of the date of our statement. If bills are not timely paid, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct.

Our representation will be deemed concluded at the time that we have rendered our final statement for services on this and any other matter undertaken for you or after sixty (60) days without any work performed for you.

### **3. Client Identification**

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Engagement Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries, joint ventures or other affiliates unless you have specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture or other entity does not include a representation of the individuals or entities that are direct or indirect shareholders, officers, directors, partners, joint venturers, employees or members of such entity. When individuals are acting in their official capacities with respect to an entity, such communications are

subject to the attorney-client privilege, but the privilege belongs to and can be waived by the entity rather than by the individuals.

#### **4. Conflicts and Confidential Information**

Bass, Berry & Sims is a large national legal practice with multiple offices. Because of the Firm's size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Bass, Berry & Sims may have interactions or other contacts with you. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you consent and agree as follows with respect to certain conflict of interest issues:

**a)** The Firm is free to represent other clients (including future clients) in matters that involve you or are adverse to you as long as those matters are not the same as or substantially related to matters in which we represent you or have represented you. "Matter" refers to transactions, negotiations, proceedings or other representations involving specific parties. Such unrelated matters may include, but are not limited to:

- i. Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings and securities offerings;
- ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings) and non-judicial debt restructurings, including representation of committees or debtors-in possession, liquidators or other insolvency professionals in domestic or international matters in which you and another client or clients are creditors or other parties in interest;
- iii. Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;
- iv. Representation and advocacy with respect to legislative issues, policy issues or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;
- v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and
- vi. Litigation, arbitration, mediation and other dispute resolution matters brought by or against you.

If at a later time you withdraw or modify this advance waiver in any respect, you agree that we then have the right to withdraw from our representation of you pursuant to these Terms of Representation to the extent permitted by the applicable Rules of Professional Conduct.

**b)** The Firm may represent multiple bidders, or lenders to or other financing sources for any other bidder, in any proposed merger, acquisition, joint venture or other transaction so long as there are ethical walls in place and each Bass, Berry & Sims team representing a different client consists of a separate and distinct group of attorneys. Should you rescind or revoke this consent after we and another client have relied on it to commence representing that client, you agree that we may withdraw from our representation of you and continue representing the other client in the transaction in which you are involved.

**c)** If we represent you in a matter adverse to another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.

d) We are committed to our professional obligation to maintain the confidentiality of information we receive from our clients. Your advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients.

e) Unless authorized, we will not disclose to you or use on your behalf any documents or information protected by confidentiality obligations to other clients.

f) We are required to confirm the absence of conflicts of interest in connection with each engagement. If there is any change in the parties or the nature of the work the Firm is doing for you, we must perform a new conflicts check to confirm that the changed circumstances have not introduced a conflict of interest. We must also perform a new conflicts check before undertaking any new matters for you.

g) The lawyers practicing in Bass, Berry & Sims offices in various jurisdictions are governed by the rules of professional conduct in the applicable jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Firm lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these Terms of Representation.

h) From time to time, Bass, Berry & Sims identifies clients in marketing materials. These materials may include print and online descriptions of Bass, Berry & Sims services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material and media outreach. You agree that Bass, Berry & Sims may use your name and identifying material, such as your trademarked company logo, and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.

#### **5. In-House Attorney-Client Privilege**

The lawyers working on this matter may wish to consult, at no cost to you, with the Firm's in-house counsel, including its General Counsel, or with outside counsel, concerning our own rights and responsibilities in connection with representation of you in this matter. Any such communications and advice are protected by our own attorney-client privilege and will remain confidential with the Firm and with such counsel.

#### **6. Disclosure Issues**

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;
- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- clearing conflicts of interest; and
- any subpoena or other legal process to which we are required to respond.

We will comply with a request for disclosure from a third party only to the extent that you have requested us to do so or we are legally obligated to do so. If it is practicable and permitted, we will notify you of the request or the sharing of information. As part of our service to you, we will endeavor to protect your interests in those circumstances. We will charge you for any time spent complying with these requirements, requests or demands in connection with any matters we handle for you. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

#### **7. Client Files; Retention**

During the course of this engagement, we will maintain certain documents, both hard-copy and electronic, that pertain to the engagement and that in our judgment should be so maintained (the "Client File"). The Client File is your property. If you wish any documents we maintain in the Client File to be returned to you, we will do so upon your request, although we will be entitled to make copies of any such documents at our expense. Further, any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) will be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we will maintain the documents in it for a period of ten years from the end of our representation of you in this matter as determined by the date of the last invoice, and thereafter may destroy the subject documents without further communication with you.

#### **8. Changes in Law**

Any legal advice provided to you will be based on the law at the time we provide advice to you. Laws, including regulations, case law and rules, change frequently. These changes include amendments to laws, regulations and rules; changes in interpretation of such laws, regulations and rules by courts, regulatory agencies or counsel; changes in the facts and circumstances occurring or coming to our attention after the resolution or completion of the matter; or to reflect the occurrence of unanticipated events. We cannot predict the outcome of any future enforcement decisions. We specifically disclaim any obligation to update advice we previously provided in resolved or completed matters.

#### **9. Application of These Terms**

The Engagement Letter, including this statement of Terms of Representation will govern our relationship with you even if you do not sign and return a copy of the Engagement Letter. If we agree to undertake additional matters, those additional matters will be governed by these Terms of Representation unless we mutually agree otherwise in writing.

Clients sometimes present the Firm with billing guidelines, outside counsel guidelines or other additional or different terms and conditions. If you want the Firm to follow any such guidelines, please present them to us as soon as possible, so we can consider how they correspond to these Terms of Representation and come to a clear understanding that is agreed to by the Client and the Firm.

If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences promptly and proceed with a clear, complete and consistent understanding of our relationship. These Terms of Representation contain important information about your rights, obligations and agreements with us, so you should feel free to consult other independent counsel or any other advisor concerning these matters, and we encourage you to do so. By signing the Engagement Letter, you acknowledge that you have had an opportunity to consult with other counsel.

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

Commissioner Humphreys made a motion to adjourn. The motion was seconded by  
Commissioner Wade.  
ITEM NO. 15

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

DATE : 4-15-24

VOICE VOTE CARRIED