



AGENDA
HENRY COUNTY COMMISSION
Monday, September 15, 2025
5:00 P.M.
CHANCERY COURTROOM

1. Call to order and opening of the Commission.
 2. Invocation.
 3. Pledge to the Flag of the United States of America.
 4. Roll call.
 5. Citizen's forum.
 6. Commissioner's forum.
 7. District Attorney General Neil Thompson & Public Defender Tas Gardner
 8. **BUSINESS:**
 - a. Approval of Consent Agenda and action thereon by the Commission.
 - b. Consideration of a resolution to authorize certain changes in the budget for the HC General Fund for fiscal year 2025-2026. RESOLUTION #1-9-25
 - c. Consideration of a resolution to approve a Capital Outlay Note in the amount of \$470,939 and action thereon by the Commission. RESOLUTION #2-9-25
 - d. Consideration of a resolution to approve the levy of an additional county-wide motor vehicle tax. (second reading) RESOLUTION #3-9-25
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- e. Consideration of a resolution to authorize a \$12.50 charge for every misdemeanor and felony cost bill-District Attorney General. RES #4-9-25
 - f. Consideration of a resolution to authorize a \$12.50 charge for every misdemeanor and felony cost bill-Public Defender. RESOLUTION #5-9-25
 - g. Consideration of a resolution to Appoint certain citizens and commissioners to various boards, committees and positions. RESOLUTION #6-9-25
 - h. Consideration of a resolution to accept the resignation of County Commissioner Brian W. Carter RESOLUTION #7-9-25
 - i. Consideration of a resolution to establish the rules of procedure for conducting a special election to fill the office of County Commissioner 4th District. RESOLUTION #8-9-25
 - j. Consideration of a resolution to accept the resignation of General Session/Juvenile Court Judge Vicki S. Snyder. RESOLUTION #9-9-25
 - k. Consideration of a resolution to establish the rules of procedure for conducting a special election to fill the office of Office of General Sessions/Juvenile Court Judge for Henry County. RESOLUTION #10-9-25
 - l. Consideration of a resolution to authorize entering into an agreement with TLM Associates Inc. RESOLUTION #11-9-25
 - m. Consideration of a resolution to approve the Mineral Severance Tax to benefit the county road fund. RESOLUTION #12-9-25
 - n. Consideration of a resolution to authorize entering into an agreement with the State of Tennessee. RESOLUTION #13-9-25
 - o. Consideration of a resolution to authorize the Henry County Airport Committee to prorate or abate airport hangar rental fees. RESOLUTION #14-9-25
9. Announcements and Updates.
-TCSA Conference October 8-10, 2025-Commissioners: If you opted to attend this conference and need to make changes or have questions please contact Jennifer Gallimore NLT Tuesday, 9/16/25.
10. Adjournment.
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CONSENT AGENDA

September 15, 2025

ITEMS TO BE APPROVED:

1. Minutes of the meeting of August 18, 2025
 2. Notary Public designations
 3. Henry County Medical Center Statement of Cash Flow
 4. Trustee's month end report
 5. Various Announcements
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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 September 15, 2025 at 5:00 p.m. Present and presiding the Honorable Randy Geiger, 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, David Flowers, Missy Hamilton, David Hayes, Kenneth Humphreys, Melissa McElroy, Paul Neal, Gatlin Primrose, Monte Starks, Jay Travis, Marty Visser, David Webb and Ralph Wiles. Absent: Charles Elizondo.

ITEM NO. 5 Presentation by District Attorney General Neil Thompson and Public Defender Tas Gardner.

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

Commissioner Starks made a motion to approve the Consent Agenda , which consists of: Minutes of the meeting of August 18, 2025, Henry County Medical Center Statement of Cash Flow, Trustee’s month end report, various announcements and the following Notary Public designations: Julia B. Bryant, Henry Tharpe, Nisha Kail, Morgan Todd Sturdivant, Jasmine Allen, Amy Bishop, Clint Bishop, Carter Bishop, Stacy Roberts, Christa Cole, Cathy E. Robbins, Erica Gallimore and Heather A. Cox. The motion was seconded by Commissioner Carter.
ITEM NO. 6

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

DATE : 9-15-25
VOICE VOTE CARRIED

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

A motion was made by Commissioner Humphreys to approve Resolution 1-9-25, to authorize certain changes in the budget for the Henry County General Fund for Fiscal 2025-2026. Commissioner Travis seconded the motion.

ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE,GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY				X	X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 9-15-25

0000037

RESOLUTION #1-9-25

**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 2025-2026**

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2025, adopted the budget for the Henry County General Fund for fiscal 2025-2026; 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 15th day of September 2025, 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:

CHANCERY COURT

INCREASE ACCOUNT 53400-317, entitled "Data Processing Services," in the amount of \$519.00

INCREASE ACCOUNT 53400-320, entitled "Dues & Memberships," in the amount of \$100.00

DECREASE AMOUNT 53400-330, entitled "Operating Lease Payments," in the amount of \$270.00

DECREASE AMOUNT 53400-399, entitled "Other Contracted Services," in the amount of \$250.00

INCREASE AMOUNT 53400-709, entitled "Data Processing Equipment," in the amount of \$1,250.00

INCREASE AMOUNT 53400-711, entitled "Furniture & Fixtures," in the amount of \$1,250.00

DECREASE AMOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,599.00

Transfer due to budget discrepancies.

PROBATE COURT

INCREASE ACCOUNT 53800-317, entitled "Data Processing Services," in the amount of \$519.00

INCREASE ACCOUNT 53800-320, entitled "Dues & Memberships," in the amount of \$100.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$619.00

Transfer due to budget discrepancies.

SHERIFF'S OFFICE

INCREASE REVENUE ACCOUNT 46210, entitled "Law Enforcement Training Programs," in the amount of \$9,000.00

INCREASE ACCOUNT 54110-140, entitled "Salary Supplements," in the amount of \$9,000.00

This transfer is to put into the budget a grant received by the state.

EMERGENCY MANAGEMENT

INCREASE ACCOUNT 54490-499, entitled "Othe Supplies & Materials," in the amount of \$5,074.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$5,074.00

This transfer is to rebudget this account from the 2024-25 budget.

AG EXTENSION

INCREASE ACCOUNT 57100-355, entitled "Travel," in the amount of \$8,000.00

INCREASE ACCOUNT 57100-399, entitled "Other Contracted Services," in the amount of \$1,000.00

INCREASE ACCOUNT 57100-435, entitled "Office Supplies," in the amount of \$500.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$9,500.00

Please see request from Michele Atkins regarding this transfer.

OTHER ECONOMIC & COMMUNITY DEVELOPMENT

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$99,900.00

INCREASE ACCOUNT 58190-599, entitled "Other Charges," in the amount of \$99,900.00

This transfer is to rebudget the Tech Goes Home Grant.

OTHER CHARGES

INCREASE REVENUE ACCOUNT 48991, entitled "Opioid Revenue-BrownGreer," in the amount of \$50,686.21

INCREASE ACCOUNT 58400-599, entitled "Other Charges," in the amount of \$50,686.21

This transfer is to put funds in the budget received in August for Opioid Abatement Funds.

EMPLOYEE BENEFITS

INCREASE REVENUE ACCOUNT 49800, entitled "Operating Transfers," in the amount of \$473,496.00

INCREASE ACCOUNT 58600-207, entitled "Medical Insurance," in the amount of \$473,496.00

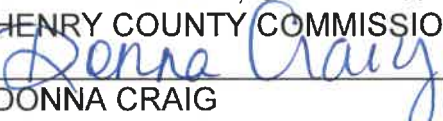
This transfer is to put into the budget the revenue and expense for medical insurance for the library and highway department.

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

PASSED

9/15/2025


RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED

9/15/2025


RANDY GEIGER
COUNTY MAYOR



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

State of Tennessee Remittance Advice
Payment Made Through Automated Clearing House

ACH Number 0006874744

HENRY COUNTY TENNESSEE
PO BOX 7

PARIS TN, 38242
USA

Account Number XXX0032
Deposit Effective Date 08/29/2025
Total Payment \$9,000.00

Payment Summary					
Supplier Number: 0000004223					
Agency Name	Telephone	Invoice Date	Invoice ID	Voucher Number	Paid Amount
Commerce & Insurance	615/741-2241	08/06/2025	77833-0820	00162811	\$9,000.00
Recruitment and Retention Grant					

101-46210
54110-140

August 29, 2025

Dear Budget Committee:

I would like to ask for a couple of amendments to our budget.

I would ask for your approval to add \$8,000.00 to the Henry County UT Extension travel line 5711-355 in our operating budget. This line item was inadvertently omitted from the summary sheet in our Excel budget worksheet for FY 2025-2026. It was included on the operating page, but did not convert to the summary page.

Another amendment I would like to ask for is an additional \$1000.00 in contracted services 5711-399 and an additional \$500.00 to office supplies 5711-435.

This will align to what UT has budgeted for our office.

Thank you so very much for all that you do. If you have any questions about this matter or any others, please do not hesitate to call me.

Very truly yours,

Michele Atkins

Michele M. Atkins
Extension Director
Henry County

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

Commissioner Humphreys made a motion to approve Resolution 2-9-25, to authorize the issuance, sale, and payment of Capital Outlay Notes not to exceed \$470,939.00.
Commissioner McElroy seconded the motion.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA				X	X			
NEAL, PAUL					X			
PRIMROSE,GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 9-15-25

RESOLUTION NO. 2-9-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE THE ISSUANCE, SALE, AND PAYMENT OF CAPITAL OUTLAY NOTES NOT TO EXCEED \$470,939

WHEREAS, the Governing Body of Henry County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project (the “Project”): Capital Outlay Note 2025-2026 Fiscal Year (See Attachment A).

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the “Act”), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing capital outlay notes upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Henry County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed four-hundred seventy thousand and nine hundred thirty nine dollars (\$470,939) (the “Notes”) at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated “2026 Capital Outlay Notes, Series 2026a”, shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed 8.5 percent (8.5%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than one (1) year after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least See Attachment year. The existing balance of said note will be retired prior to the end of the 2025-2026 fiscal year.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par,

with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

If applicable, the Notes shall be further secured by Not Applicable.

(If the revenues generated by Project are to be applied as additional security for the Notes, describe such revenues here.)

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Mayor of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remain outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Director of Local Finance and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

Section 8. That, the Notes shall be sold only after the receipt of the written approval of the State Director of Local Finance for the sale of the Notes.

Section 9. That, upon the opinion of bond counsel, the Notes may be designated as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986.

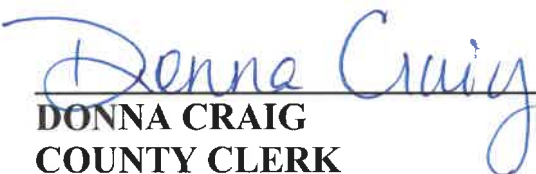
Section 10. That, after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the “Director”.) The budget shall be kept balanced during the life of the notes. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the “Statutes”.) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

Section 11. That, if any of the Notes shall remain unpaid at the end of one (1) year from the issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approval by the State Director of Local Finance.

Section 12. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 15th day of September, 2025.

PASSED 9/15/2025 
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 9/15/2025 
RANDY GEIGER
HENRY COUNTY MAYOR

ATTACHMENT “A”

CAPITAL PROJECTS

<u>General Admin</u>		<u>Estimated Life</u>
1. Airport	\$ 34,125	5 yrs.
2. Building Improvements	\$130,275	Various
3. Data Processing	\$ 39,670	5yrs
4. A/C & Heating	\$ 50,000	5yrs
5. Motor Vehicles	\$170,247	5yrs.
6. Other Capital	<u>\$ 46,622</u>	5yrs.
TOTAL		\$470,939

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

Commissioner Starks made a motion and Commissioner Carter seconded to amend Resolution 3-9-25, to add an exemption for Motorcycles, Class 1, Class II, Low Speed and Medium Speed vehicles. The tax on Motorcycles will be twenty-two (\$22) and the tax on Class 1, Class II, Low Speed and Medium Speed will be nineteen (\$19.50) so that the total motor vehicle privilege tax in Henry County will be forty-five dollars and fifty cents (\$45.50) for all motor-driven vehicles, thirty-seven dollars and fifty cents (\$37.50) for all Motorcycles and thirty five dollars(\$35.00) for each Class 1, Class II, Low Speed and Medium Speed vehicles after June 30, 2026.

ITEM NO.9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL				X	X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID					X			
HAMILTON, MISSY						X		
HAYES, DAVID						X		
HUMPHREYS, KENNETH					X			
McELROY, MELISSA						X		
NEAL, PAUL						X		
PRIMROSE,GATLIN						X		
STARKS, MONTE			X		X			
TRAVIS, JAY						X		
VISSER, MARTY						X		
WEBB, DAVID						X		
WILES, RALPH					X			
TOTAL	1				6	8		

MOTION FAILED

DATE : 9-15-25

0000039

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

Commissioner Wiles made a motion and Commissioner Flowers seconded to amend Resolution 3-9-25, to remove 311 East Wood Street from the list of projects that the Wheel Tax will fund until a Construction Engineer can inspect the building and structure of the property to make sure there are no issues.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID				X	X			
HAMILTON, MISSY						X		
HAYES, DAVID						X		
HUMPHREYS, KENNETH					X			
McELROY, MELISSA						X		
NEAL, PAUL					X			
PRIMROSE,GATLIN						X		
STARKS, MONTE					X			
TRAVIS, JAY						X		
VISSER, MARTY						X		
WEBB, DAVID						X		
WILES, RALPH			X		X			
TOTAL	1				7	7		

DATE : 9-15-25

MOTION FAILED

0000040

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

A motion was made by Commissioner Travis and seconded by Commissioner Primrose to approve Resolution 3-9-25, to approve the Levy of an additional County-Wide Motor Vehicle Tax.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID						X		
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE,GATLIN				X	X			
STARKS, MONTE					X			
TRAVIS, JAY			X		X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH						X		
TOTAL	1				12	2		

MOTION CARRIED

DATE : 9-15-25

RESOLUTION NO. 3-9-25

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO APPROVE THE LEVY OF AN ADDITIONAL COUNTY-WIDE MOTOR VEHICLE TAX

WHEREAS, T.C.A. § 5-8-102 authorizes counties to levy a motor vehicle privilege tax, or “wheel tax”, as a condition precedent to the operation of a motor vehicle within the county; and

WHEREAS, under a prior resolution of this Board of Commissioners, there is also a motor vehicle privilege tax of fifteen dollars (\$15.00) plus Administration fee of fifty cents (.50) for a total of fifteen dollars and fifty cents (\$15.50) assessed in Henry County, which tax will continue unless and until repealed by this Board of Commissioners; and

WHEREAS, the need for new revenue sources to fund construction and capital improvements is great in Henry County; and

WHEREAS, the Henry County Board of Commissioners has determined that it is in the best interests of the county that an additional motor vehicle privilege tax in the amount of thirty dollars (\$30.00) be levied in Henry County as provided herein, so that the total motor vehicle privilege tax in Henry County will be forty-five dollars and fifty cents (\$45.50) after June 30, 2026.

WHEREAS, it is the intent of this Commission that the tax imposed by this resolution be repealed upon completion of the following described projects and the satisfaction of any associated indebtedness: (a) construction of new county services building; (b) renovation of County building located at 311 East Wood Street, Paris; (c) renovation of County building located at 1108 Tyson Avenue, Paris and (d) restoration of courthouse bell tower and belfry;

NOW THEREFORE BE IT RESOLVED by this Board of Commissioners of Henry County meeting in regular session at Paris, Henry County, Tennessee, on the 15th day of September 2025, that:

SECTION 1. For the privilege of using the public roads and highways in Henry County, Tennessee, there is levied upon motor-driven vehicles, and upon the privilege of the operation thereof, except farm tractors, self-propelled farm machines not usually used for operation upon public highways or roads, and motor-driven vehicles owned by any governmental agency or governmental instrumentality, and except for other exemptions provided by general law, a special privilege tax for the benefit of such county, which tax shall be in the amount of forty five dollars and fifty cents (\$45.50) for each such motor-driven vehicle, the owner of which resides within said county. This tax applies too, is a levy upon, and shall be paid on each motor-driven vehicle, the owner of which resides within said county. This tax shall be in addition to all other motor vehicle privilege taxes now levied in Henry County.

SECTION 2. The tax herein levied shall be paid to and collected by the County Clerk of Henry County, who is authorized by T.C.A. § 67-4-103 to collect such privilege taxes. The County Clerk shall collect this tax at the same time he or she collects the state privilege tax levied upon the operation of a motor-driven vehicle over the public highways of this state, and all other county motor vehicle privilege taxes levied in Henry County. The County Clerk shall deduct a fee of five percent (5%), or such higher or lower fee as may from time to time be authorized under T.C.A. § 8-21-701 for receiving and paying over county revenue, from the amount of taxes collect and paid over to the County Trustee.

SECTION 3. Payment of the privilege tax imposed hereunder shall be evidenced by a receipt issued by the County Clerk, the original of which shall be kept by the owner of the motor-driven

vehicle to evidence payment of all other motor vehicle privilege taxes levied in Henry County (a decal or emblem shall not be required).

SECTION 4. The privilege tax or wheel tax herein levied, when paid, together with full, complete and explicit performance of and compliance with all provisions of this resolution by the owner, and payment of all other motor vehicle privilege taxes levied in Henry County, shall entitle the owner of the motor-driven vehicle for which said tax was paid to operate or allow to be operated his vehicle over the streets, roads and highways of the county for a period of one (1) year which will run concurrently with the period established by T.C.A. § 55-4-104 for state registration fees. In the event a wheel tax charged by the Clerk for a period of more or less than a twelve-month period, the tax imposed shall be proportionate to the annual tax fixed for the vehicle and modified in no other manner, except that the proportional tax shall be rounded off to the nearest quarter of a dollar.

SECTION 5. The motor vehicle privilege tax herein levied shall begin July 1, 2026 and continue unless and until repealed by this Board of Commissioners.

SECTION 6. The proceeds of the motor vehicle privilege tax herein levied shall be placed in the county general fund and shall be used for construction and capital improvements to (a) construction of a new county services building; (b) renovation of county building located at 311 East Wood Street Paris; (c) renovation of county building located at 1108 Tyson Avenue, Paris and (d) restoration of the courthouse bell tower and belfry.

SECTION 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to that end the provisions of this resolution are declared to be severable.

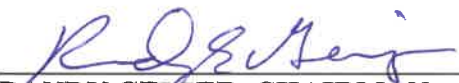
SECTION 8. This resolution shall have no effect unless it is approved by a two-thirds (2/3) vote of the county legislative body of Henry County at two (2) consecutive regularly scheduled meetings.

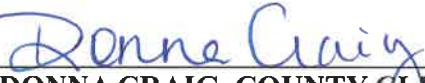
SECTION 9. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon being approved by a two-thirds (2/3) vote of the county legislative body of Henry County at two (2) consecutive regularly scheduled meetings. For the purpose of collection of the tax herein levied, such collection shall begin on the first day of July, 2026.

Passed 1st reading at the regular August 18th, 2025, meeting of the Henry County Board of Commissioners.

Passed 2nd reading at the regular September 15th, 2025, meeting of the Henry County Board of Commissioners.

PASSED 9/15/2025


RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG, COUNTY CLERK

APPROVED 9/15/2025


RANDY GEIGER
COUNTY MAYOR

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

Commissioner Burns made a motion to approve Resolution 4-9-25, to authorize a twelve dollar and fifty cent charge (\$12.50) by the Clerk of every Court in Henry County having jurisdiction of State Misdemeanors and Felonies for the purposes authorized and set out in T.C.A. 40-3-106; and Resolution 5-9-25, to authorize a twelve dollar and fifty cent charge (\$12.50) by the Clerk of every Court in Henry County having jurisdiction of State Misdemeanors and Felonies for the purposes authorized and set out in T.C.A. 40-14-210. Commissioner Flowers seconded the motion.
ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK			X		X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID				X	X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE,GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED
DATE : 9-15-25

RESOLUTION NO. 4-9-25

RESOLUTION TO AUTHORIZE A TWELVE DOLLAR AND FIFTY CENT CHARGE BY THE CLERK OF EVERY COURT IN HENRY COUNTY HAVING JURISDICTION OF STATE MISDEMEANORS AND FELONIES FOR THE PURPOSES AUTHORIZED AND SET OUT IN T.C.A. § 40-3-106

WHEREAS, upon adoption of an appropriate resolution by a county legislative body, T.C.A. § 40-3-106 makes it the duty of the clerk of every court in that county having jurisdiction of state misdemeanors and felonies to include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the county government, except in counties that are part of a multiple county judicial district as defined in T.C.A. § 16-2-506, in which case this charge must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing supplemental funding for the office of the district attorney general within that judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended; and

WHEREAS, under T.C.A. § 40-3-106 the aforesaid clerks may only charge the twelve dollars and fifty cents (\$12.50) upon adoption of a resolution by a two-thirds (2/3) vote of the county legislative body of such county; and

WHEREAS, the county legislative body in Henry County, Tennessee finds that implementation and collection of the foregoing charge is in the best interests of the county.

NOW THEREFORE, BE IT RESOLVED by this Board of County Commissioners of Henry County, Tennessee, meeting in regular session at Paris, Henry County, Tennessee, on this 15th day of September, 2025, that:

SECTION 1. The clerk of every court in Henry County having jurisdiction of state misdemeanors and felonies shall include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the county government, except in counties that are part of a multiple county judicial district as defined in T.C.A. § 16-2-506, in which case this charge must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing supplemental funding for the office of the district attorney general in this judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended;

SECTION 2. All costs collected by Henry County government pursuant to this Resolution must be used for providing support services for the purpose of promoting public safety at the sole discretion of the district attorney general for the 24th judicial district;

SECTION 3. Henry County may supplement the funds of the district attorney general system to promote public safety. The costs collected by Henry County under this Resolution are supplemental and in addition to any funds received under T.C.A. § 40-3-106 or under title 8, chapter 7 of the Tennessee Code Annotated, relative to district attorneys general;

SECTION 4. In every misdemeanor and felony prosecution in which restitution is ordered or the privilege tax for the criminal injuries compensation fund established by T.C.A.

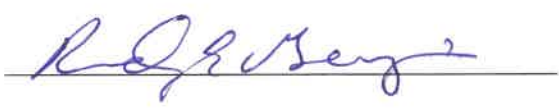
§ 40-24-107 is also levied, the cost imposed by this Resolution does not have priority over collection of that restitution or privilege tax; and

SECTION 5. This charge required by this resolution does not apply to nonmoving traffic violations;

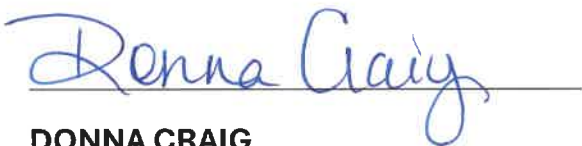
SECTION 6. This Resolution shall take effect immediately upon its passage and approval, the public welfare requiring it.

ADOPTED this 15th day of September, 2025 by a two-thirds (2/3) vote of the Henry County legislative body.

PASSED 9/15/2025



RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 9/15/2025



RANDY GEIGER
HENRY COUNTY MAYOR

RESOLUTION 5-9-25

RESOLUTION TO AUTHORIZE A TWELVE DOLLAR AND FIFTY CENT CHARGE BY THE CLERK OF EVERY COURT IN HENRY COUNTY HAVING JURISDICTION OF STATE MISDEMEANORS AND FELONIES FOR THE PURPOSES AUTHORIZED AND SET OUT IN T.C.A. § 40-14-210

WHEREAS, upon adoption of an appropriate resolution by a county legislative body, T.C.A. § 40-14-210 makes it the duty of the clerk of every court in that county having jurisdiction of state misdemeanors and felonies to include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty centers (\$12.50) that must be remitted to the county government, except in counties that are part of a multiple county judicial district as defined in T.C.A. § 16-2-506, in which case this charge must be remitted to the office of the executive director of the Public Defenders conference for the purpose of providing supplemental funding for the office of the Public Defender within that judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended; and

WHEREAS, under T.C.A. § 40-14-201 the aforesaid clerks may only charge the twelve dollars and fifty cents (\$12.50) upon adoption of a resolution by a two-thirds (2/3) vote of the county legislative body of such country; and

WHEREAS, the county legislative body in Henry County, Tennessee finds that implementation and collection of the foregoing charge is in the best interests of the county.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee, meeting in regular session at Paris, Henry County, Tennessee, on this 15th day of September, 2025, that:

SECTION 1. The clerk of every court in Henry County having jurisdiction of state misdemeanors and felonies shall include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the county government, except in counties that are part of a multiple county judicial district as defined in T.C.A. § 16-2-506, in which case this charge must be remitted to the office of the executive director of the district Public Defenders conference for the purpose of providing supplemental funding for the office of the district Public Defender in this judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended;

SECTION 2. All costs collected by Henry County government pursuant to the Resolution must be used for providing representation and support services to indigent defendants in criminal proceedings at the sole discretion of the Public Defender for the 24th judicial district;

SECTION 3. Henry County may supplement the funds of the district Public Defender to represent indigent defendants in criminal proceedings. The costs collected by Henry County under this Resolution are supplemental and in addition to any funds received under T.C.A. § 40-14-210 or under title 8, chapter 14 of the Tennessee Code Annotated, relative to Public Defenders, for services rendered by the Public Defender and assistants to the indigent;

SECTION 4. In every misdemeanor and felony prosecution in which the privilege tax for the criminal injuries compensation fund established by T.C.A. § 40-24-107 is also levied, the cost imposed by the Resolution does not have priority over collection of that restitution or privilege tax; and

SECTION 5. This charge required by this resolution does not apply to nonmoving traffic violations;

SECTION 6. This Resolution shall take effect immediately upon its passage and approval, the public welfare requiring it.

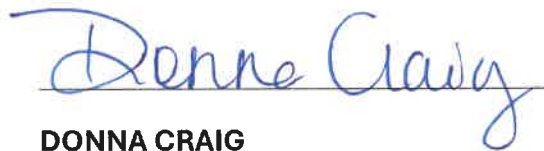
ADOPTED this 15TH day of September, 2025 by a two-thirds (2/3) vote of the Henry County legislative body.

PASSED 9/15/2025



RANDY GEIGER, CHAIRMAN

HENRY COUNTY COMMISSION



DONNA CRAIG

COUNTY CLERK

APPROVED 9/15/2025



RANDY GEIGER

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 6-9-25, to appoint certain Citizens and Commissioners to various Boards, Committees, and Positions. The motion was seconded by Commissioner Carter.

ITEM NO. 13

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

VOICE VOTE CARRIED

DATE : 9-15-25

RESOLUTION NO. 6-9-25

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 appointments 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 15th day of September 2025, a majority or more of said Commissioner's concurring, that:

SECTION 1. Appointment to the Library Board:

a. **Board of Health-** Re-Appointment of the following:

Randy Geiger- New Term Expires: 9/30/26

b. **Solid Waste Regional Board**

Re-Appointment of the following:

James Travis- New Term Expires: 9/30/2031

Marty Visser- New Term Expires: 9/30/2031

New Appointment of the following:

Melissa McElroy-New Term will Begin: 10/1/2025 and Expires: 9/30/2031

-replacing Jay Travis whose term expires: 9/30/2025

c. **Tourism Committee (Chamber of Commerce)**

Re-Appointment of the following:

Monte Starks- New Term Expires: 9/30/2026

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.

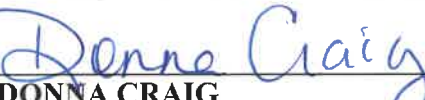
BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage by this Board of County Commissioners & approval by the County Mayor, the public welfare requiring it.

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

PASSED

9/15/2025


RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED

9/15/2025


RANDY GEIGER
HENRY COUNTY MAYOR

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

Commissioner Webb made a motion to approve Resolution 7-9-25, to accept resignation of County Commissioner Bryan W. Carter. The motion was seconded by Commissioner Hayes.

ITEM NO. 14

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID				X	X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE,GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID			X		X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 9-15-25

RESOLUTION NO. 7-9-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS TO ACCEPT RESIGNATION OF COUNTY COMMISSIONER BRYAN W. CARTER

WHEREAS, Bryan W. Carter has (in his individual capacity) signed this Resolution for purposes of irrevocably resigning from said office effective September 30, 2025; and

WHEREAS, Commissioner Bryan W. Carter has faithfully and honorably served the citizens of Henry County for almost twenty-two (22) years as a dedicated member of the Henry County Commission; and

WHEREAS, during his tenure, Commissioner Bryan W. Carter has exemplified the highest standards of public service, demonstrating integrity, leadership, and an unwavering commitment to the betterment of our community; and

WHEREAS, Commissioner Carter has served on numerous committees and boards, contributing his time and expertise to a wide range of county initiatives, and has served as Chairman of the County Beer Board; and Airport Committee; and

WHEREAS, Commissioner Carter has announced his resignation from the Henry County Commission, and it is fitting that this body recognize and express its sincere appreciation for his many years of distinguished service;

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 County Commissioner for Henry County District 4 held by Bryan W. Carter shall be deemed vacant; and

WHEREAS, as contemplated by TENN. CODE ANN. § 5-1-104, the county legislative body shall make an appointment to fill a vacancy within one hundred twenty (120) days of receiving notice of the vacancy unless during that time period there is a general election scheduled in the county and there is sufficient time for the vacancy to be placed on the ballot.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 15th day of September, 2025, a majority or more of the membership concurring that Bryan W. Carter's resignation from the office of County Commissioner for Henry County District 4 is accepted and irrevocable, and said office is deemed

vacant effective immediately; provided, however, that Bryan W. Carter shall continue to serve as County Commissioner for Henry County District 4 and fulfill the duties of that office until 11:59 PM on September 30, 2025.

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 body shall by future resolution fill the vacancy in the office of County Commissioner for Henry County District 4 as required by TENN. CODE ANN. § 5-1-104; 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

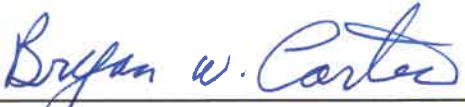
BE IT FINALLY RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 9/15/2025 
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 9/15/2025 
RANDY GEIGER
HENRY COUNTY MAYOR

I, **Bryan W. Carter**, individually, join in this resolution for purposes of irrevocably resigning from the Office of **County Commissioner for Henry County District 4** as stated in the above resolution (with my final day of service in such capacities to be **September 30, 2025**), subject to the approval of said Resolution by the Board of Commissioners of Henry County, Tennessee.


Bryan W. Carter

Date 9-24-25

Bryan Wardell Carter, Dell

I, Dell Carter wish to resign my position as County Commissioner of the 4th District. My last and final meeting will be September 16, 2025.

It has come to me through my Cardiologist that I should no longer sit as Commissioner of the 4th district. My health is not the best and he thinks it is best as do I and my wife, Valerie.

I have very much enjoyed my terms as Commissioner and appreciate the people of District 4 for putting their faith and trust in me. At this time, I want to extend my heart felt Thank you to all of the voters in the 4th district along with the people of Henry County in which I have made so many friends, my Commission friends whom I have grown very close to.

This was not an easy decision for me. I have enjoyed all 21 ½ years as your commissioner. I will truly miss everyone on the Commission, the Mayor of which I've had the honor of serving under. I really would like to take this time to also thank my wife, Valerie Carter to whom supported me in the 21-year journey.

Thank you so very much

Bryan Wardell Carter Jr.

9/9/2025

Bryan Wardell Carter Jr.
Dell

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

Commissioner Starks made a motion to approve Resolution 8-9-25, establishing the rules of procedure for conducting a special election to fill the Office of County Commissioner-4th District. Commissioner Neal seconded the motion.

ITEM NO. 15

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

DATE : 9-15-25

VOICE VOTE CARRIED

0000045

RESOLUTION NO. 8-9-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS ESTABLISHING THE RULES OF PROCEDURE FOR CONDUCTING A SPECIAL ELECTION TO FILL THE OFFICE OF COUNTY COMMISSIONER – 4th DISTRICT

WHEREAS, a vacancy now exists in the office of Henry County Commissioner in the 4th District; and

WHEREAS, the Board of Commissioners of Henry County, Tennessee must fill the said vacancy which now exists; and

WHEREAS, a special election for the purpose of filling the said vacancy has been set by the Board of Commissioners of Henry County, Tennessee during their regular Commission meeting in October 2025; and

WHEREAS, it is appropriate and necessary that certain rules and procedures for the conduct of the special election be established to ensure the order and fairness of the said special election.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15th day of September, 2025, a majority or more of the membership concurring, that:

SECTION 1. Each candidate for the office of County Commissioner-4th District, whose qualifications are accepted by said Henry County Commission, be and hereby is granted the opportunity to speak to the assembled Commission in his/her own behalf prior to the casting of the official ballot or ballots; and provided, however, that any candidate so qualified may designate a person of his or her choice to speak in his or her own behalf; and provided, further, that in any event, the time granted for the speech or speeches on behalf of any candidate shall be for a period of time no longer than five (5) minutes.

SECTION 2. Any and all votes shall be by voice roll call.

SECTION 3. To be elected, a candidate must receive the vote of a minimum of eight (8) Commissioners, pursuant to the requirements of Section 5-5-109 of the Tennessee Code Annotated.

SECTION 4. In the event that no candidate receives the eight (8) votes required for election on the first ballot, then the Commission shall proceed to the second ballot and any number of additional ballots necessary until one candidate receives the vote of a minimum of eight (8) of the Commissioners; provided, that before proceeding to a second or any subsequent ballot, the name or names of the candidate or candidates receiving the least number of votes on the previous ballot shall be deleted from the second or any subsequent ballot; and provided, further, that the names of a candidate or candidates shall not be deleted from any ballot when such deletion would result in a ballot containing the name of only one (1) candidate that had received less than the eight (8) votes required for election.

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

PASSED 9/15/2025


RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 9/15/2025


RANDY GEIGER
HENRY COUNTY MAYOR

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

Commissioner Humphreys made a motion to approve Resolution 9-9-25, to accept resignation of General Sessions/Juvenile Court Judge Vicki S. Snyder. The motion was seconded by Commissioner Burns.

ITEM NO. 16

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK				X	X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE,GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 9-15-25

0000046

RESOLUTION NO. 9-9-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS TO ACCEPT RESIGNATION OF GENERAL SESSIONS/JUVENILE COURT JUDGE VICKI S. SNYDER

WHEREAS, the Honorable **Vicki S. Snyder** was appointed Juvenile and General Sessions Judge on May 15, 2006, and has honorably served the citizens of Henry County for 19 years, demonstrating unwavering commitment to justice and fairness throughout her tenure; and

WHEREAS, Judge Snyder has been a leader among her peers, serving as President of the Tennessee Council of Juvenile Court Judges for two years and as Acting President for an additional year and a half, while also contributing to numerous statewide initiatives, including the Supreme Court of Tennessee Indigent Representation Task Force and the Tennessee Blue Ribbon Task Force on Juvenile Justice; and

WHEREAS, Judge Snyder's exemplary service has been recognized through numerous prestigious awards, including the McCain-Abernathy Memorial Award for outstanding dedication to the children of Tennessee, the Judge Leon Ruben Award for devotion to justice, the Sterling Award as one of the most influential women in West Tennessee, the Sue Shelton White Award, and the Presidential Leadership Award from the Tennessee Council of Juvenile and Family Court Judges; and

WHEREAS, Judge Snyder has further demonstrated her commitment to professional excellence and community leadership as a graduate of the Paris Henry Chamber of Commerce Leadership Class and the WestStar Leadership Program; and

WHEREAS, Judge Snyder's distinguished career reflects integrity, compassion, and an enduring dedication to the principles of justice, leaving a lasting impact on the judiciary and the citizens she has faithfully served; and

WHEREAS, Judge Snyder has announced her intent to resign the office of General Sessions and Juvenile Court Judge and signed this Resolution for purposes of irrevocably resigning from said office effective January 31, 2026; 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 General Sessions and Juvenile Court Judge held by Vicki S. Snyder shall be deemed vacant; and

WHEREAS, as contemplated by TENN. CODE ANN. § 5-1-104, the county legislative body shall make an appointment to fill a vacancy within one hundred twenty (120) days of receiving notice of the vacancy unless during that time period there is a general election scheduled in the county and there is sufficient time for the vacancy to be placed on the ballot.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 15th day of September, 2025, a majority or more of the membership concurring that Vicki S. Snyder's resignation from the office of General Sessions and Juvenile Court Judge is accepted and irrevocable, and said office is deemed vacant effective immediately; provided, however, that Vicki S. Snyder shall continue to serve as General Sessions and Juvenile Court Judge and fulfill the duties of that office until 11:59 PM on January 31, 2026.

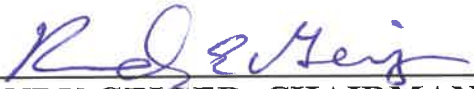
BE IT FURTHER RESOLVED that the members of this body waive formal notice of the vacancy created by the resignation contemplated herein pursuant to TENN. CODE ANN. § 5-1-104; and

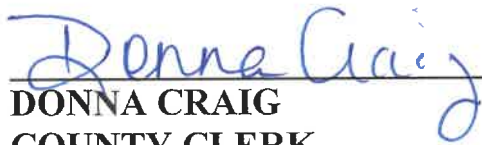
BE IT FURTHER RESOLVED that this body shall by future resolution fill the vacancy in the office of General Sessions and Juvenile Court Judge as required by TENN. CODE ANN. § 5-1-104; and

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 9/15/2025

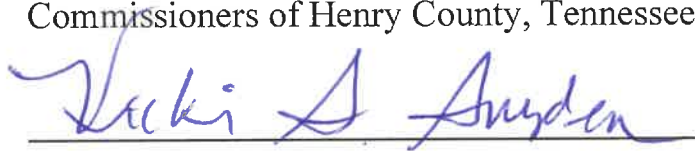

RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 9/15/2025


RANDY GEIGER
HENRY COUNTY MAYOR

I, **Vicki S. Snyder**, join in this resolution for purposes of irrevocably resigning from the Office of **General Sessions and Juvenile Court Judge** as stated in the above resolution (with my final day of service in such capacities to be **January 31, 2026**), subject to the approval of said Resolution by the Board of Commissioners of Henry County, Tennessee.


Vicki S. Snyder

Date 9-10-25



General Sessions And Juvenile Courts

P.O. Box 633
Paris, TN 38242

Vicki S. Snyder, Judge
HENRY COUNTY, TENNESSEE

731.642.5271
731.644.7308

September 3, 2025

Mayor Geiger,

Please accept this letter expressing my decision to retire from my position as Henry County General Sessions and Juvenile Court Judge. My retirement is effective January 31, 2026.

Thank you. If you have any questions, feel free to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "V. Snyder", is written over a faint, larger blue ink signature that is partially obscured.

Vicki S. Snyder

General Sessions/Juvenile Court Judge

VSS/jw

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

Commissioner Humphreys made a motion and Commissioner Neal seconded the motion to approve Resolution 10-9-25, establishing the rules of procedure for conducting a special election to fill the Office of General Sessions/Juvenile Court Judge for Henry County.
ITEM NO. 17

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

DATE : 9-15-25

VOICE VOTE CARRIED

RESOLUTION NO. 10-9-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS ESTABLISHING THE RULES OF PROCEDURE FOR CONDUCTING A SPECIAL ELECTION TO FILL THE OFFICE OF GENERAL SESSIONS/JUVENILE COURT JUDGE FOR HENRY COUNTY

WHEREAS, a vacancy now exists in the office of Henry County General Sessions/Juvenile Court Judge of Henry County; and

WHEREAS, the Board of Commissioners of Henry County, Tennessee must fill the said vacancy which now exists; and

WHEREAS, a special election for the purpose of filling the said vacancy has been set by the Board of Commissioners of Henry County, Tennessee during their regular Commission meeting in October 2025; and

WHEREAS, it is appropriate and necessary that certain rules and procedures for the conduct of the special election be established to insure the order and fairness of the said special election.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15th day of September, 2025, a majority or more of the membership concurring, that:

SECTION 1. Each candidate for the office of General Sessions/Juvenile Court Judge, whose qualifications are accepted by said Henry County Commission, be and hereby is granted the opportunity to speak to the assembled Commission in his/her own behalf prior to the casting of the official ballot or ballots; and provided, however, that any candidate so qualified may designate a person of his or her choice to speak in his or her own behalf; and provided, further, that in any event, the time granted for the speech or speeches on behalf of any candidate shall be for a period of time no longer than five (5) minutes.

SECTION 2. Any and all ballots shall be cast pursuant to the requirements of Section 5-5-116 of the Tennessee Code Annotated.

SECTION 3. To be elected, a candidate must receive the vote of a minimum of eight (8) Commissioners, pursuant to the requirements of Section 5-5-109 of the Tennessee Code Annotated.

SECTION 4. In the event that no candidate receives the eight (8) votes required for election on the first ballot, then the Commission shall proceed to the second ballot and any number of additional ballots necessary until one candidate receives the vote of a minimum of eight (8) of the Commissioners; provided, that before proceeding to a second or any subsequent ballot, the name or names of the candidate or candidates receiving the least number of votes on the previous ballot shall be deleted from the second or any subsequent ballot; and provided, further, that the names of a candidate or candidates shall not be deleted from any ballot when such deletion would result in a ballot containing the name of only one (1) candidate that had received less than the eight (8) votes required for election.

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

PASSED

9/15/2025


RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED

9/15/2025


RANDY GEIGER
HENRY COUNTY MAYOR

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

Commissioner Visser made a motion and Commissioner Travis seconded the motion to approve Resolution 11-9-25, to give authority to enter into an agreement with TLM Associates INC.

ITEM NO. 18

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK						X		
CARTER, DELL						X		
ELIZONDO, CHARLES	X							
FLOWERS, DAVID						X		
HAMILTON, MISSY							X	
HAYES, DAVID						X		
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL						X		
PRIMROSE,GATLIN						X		
STARKS, MONTE						X		
TRAVIS, JAY				X	X			
VISSER, MARTY			X		X			
WEBB, DAVID					X			
WILES, RALPH						X		
TOTAL	1				5	8	1	

MOTION FAILED

DATE : 9-15-25

RESOLUTION NO. 11-9-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO GIVE AUTHORITY TO ENTER INTO AN AGREEMENT WITH TLM ASSOCIATES INC.

WHEREAS, the Board of Commissioners desires to renovate a facility for county services, and

WHEREAS, the County of Henry and TLM Associates, Inc. have negotiated an agreement for the design phase of a facility located on 311 Eastwood Street, Paris, Tennessee for the Henry County Services Center. A copy of said agreement is attached as Exhibit A as well as the Map and Parcel as Exhibit B; and

WHEREAS, the Board of Commissioners finds it to be in the best interest of the citizens of Henry County that the County enter into this agreement so as to enhance working conditions and opportunities for the citizens of Henry County; and

WHEREAS, it is necessary for the Board of Commissioners to give authority to the County Mayor to execute an agreement for the purposes above expressed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15th day of September, 2025, a majority or more of the members concurring, that

(1) The County Mayor is authorized to execute on behalf of the County, an agreement providing for TLM Associates, Inc. to perform actions under the terms provided for in Exhibit A, hereto attached.

(2) The County Mayor is authorized to agree to any amendments and changes in the final form of this agreement consistent with the original Agreement as above expressed.

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

PASSED _____

**RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION**

**DONNA CRAIG
COUNTY CLERK**

APPROVED _____

**RANDY GEIGER
COUNTY MAYOR**

AIA Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 5th day of August in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Henry County
101 W. Washington Street
PO Box 7
Paris, TN 38242

and the Architect:
(Name, legal status, address and other information)

TLM Associates, Inc.
117 East Lafayette Street
Jackson, TN 38305

for the following Project:
(Name, location and detailed description)

Henry County Juvenile Court Renovation
Henry County
311 East Wood Street
Paris, TN 38242
TLM Job: J7249B

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

NA

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation of the existing 10,171 SF County Building for Juvenile Court located at 311 East Wood Street.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's estimated budget at the time of the contract is \$1,000,000. TLM will provide the Owner a budget breakdown at the end of each phase (3 budgets prior to bidding) and the Owner shall agree to notify TLM should the budget estimates be out of line with the progression of the design documents. The Owner shall assist TLM in determining items to be eliminated from the project should the budget need to be cut.

Owner will construct and receive bids from subcontractors and suppliers.

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The Owner shall note that at this time the construction market is very unstable, and TLM will provide the best information to the Owner for planning.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
None defined at the time of this contract.
- .2 Construction commencement date:
None defined at the time of this contract.
- .3 Substantial Completion date or dates:
None defined at the time of this contract.
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Owner anticipates a competitive design, bid, build.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Required.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

NA

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
This work will be contracted through TLM and show was a reimbursable expenses.

Survey Work if Necessary;

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NOTE: this work will be contracted through TLM and show as a "reimbursable expense" on our TLM invoice. TLM will provide the Owner a proposal for approval prior to hiring these services. See article 11.8.

- .2 Civil Engineer:
TLM Associates, Inc.
117 E. Lafayette St.
Jackson, TN 38301
731-988-9840
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.
NA

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Ben Witt, AIA
Ross Witt PLLC
6500 Stage Road, Suite 3
Bartlett, TN 38134
901-231-9488

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
Jeremy Scallion, PE
Scallion Structural Engineering
401 Redfield Drive
Jackson, TN 38305
731-217-1614
- .2 Mechanical Engineer:
Jason Needham, PE
BSG Engineering
7965 Veterans Parkway, Suite 108
Millington, TN 38053
901-422-0429
- .3 Electrical Engineer:
Tom Needham, PE
BSG Engineering
7965 Veterans Parkway, Suite 108
Millington, TN 38053
901-422-0429

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage,

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner;

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of

the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. (Not Applicable)

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. (Not Applicable)

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. (Not Applicable)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. (Not Applicable)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. (Not Applicable)

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. (Not Applicable)

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

(Not Applicable)

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- 1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- 2 issue Certificates of Substantial Completion;
- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below:

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.2 – Multiple Preliminary Design – TLM will provide preliminary design based on the program provided by The Owner. Should multiple preliminary designs be requested by The Owner (over 3 concepts), TLM will provide as needed, and this service will be invoiced at an hourly rate, based on the 2025 Hourly Rate Schedule. See attached.

4.1.1.3 – Measure Drawings – TLM will measure all existing conditions to base our layout on items that cannot be moved (columns, mechanical, electrical etc.). These items are critical in placement such that our new layout has limited conflicts in construction. Time spent measuring the existing conditions is considered an additional service. TLM will invoice this time hourly, based on the 2024 Hourly Rate Schedule. See attached.

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4.1.1.4 – *Existing Facility Survey* – TLM will verify existing conditions with architectural, civil, structural, mechanical and electrical engineers. This will enable us to coordinate the new design with the existing facilities services and conditions. Verifying existing conditions is considered an additional service. TLM will invoice this time hourly, based on the 2024 Hourly Rate Schedule. See attached.

4.1.1.8 – *Civil Engineering* – TLM has in house Civil engineers and will provide Civil Engineering as part of this facility design. This is typically an additional service, however, TLM will be including Civil Engineering as part of our "Basic Scope".

4.1.1.10 – *Architectural Interior Design* – TLM has in house Interior Designers and will provide Architectural Interior Design as part of this facility design. This is typically an additional service, however, TLM will be including the Interior Design as part of our "Basic Scope".

4.1.1.20 – *Coordination of Owner's Consultants* – TLM will meet with and consult with The Owner and their selected sub consultants for security, low voltage, audio / visual, etc. This service is typically an additional service and will be provided at our hourly rate based on the 2024 Hourly Rate Schedule. See attached.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.1 *Programming* – The Owner shall provide to the architect the critical design elements for the building. This shall include spaces needed, adjacencies, required furniture, equipment requirements, sustainable objectives, budget and schedule.

4.1.1.21 *Telecommunication / Data* – The Owner is responsible for all telecommunication/data design and installation. TLM will work and coordinate with the Owners consultant for all data drops and requirements, but the Owner is responsible for all installation of low voltage items.

4.1.1.22 *Security Evaluation & Planning* – The Owner is responsible for all security design and installation. TLM will work and coordinate with the Owners consultant for all security requirements, but the Owner is responsible for all installation of low voltage items.

4.1.1.28 *Furniture, Furnishings & Equipment Design* – TLM has in house Interior Design and will coordinate all furniture, furnishings, and equipment. This includes selections of furniture, fabrics, accessories, etc. Should The Owner desire to work with a vendor direct, TLM will provide this service for 4% of furniture bid. Should The Owner desire to have TLM prepare bid packages for bidding the furniture separately, TLM will provide this service for 6% of furniture bid.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

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- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 7. Preparation for, and attendance at, a public presentation, meeting or hearing;
 8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 9. Evaluation of the qualifications of entities providing bids or proposals;
 10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
4. Evaluating an extensive number of Claims as the Initial Decision Maker; or,
5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. One Monthly (1 Monthly) visits to the site by the Architect during construction
3. One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5. OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The

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Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- 1 give written approval of an increase in the budget for the Cost of the Work;
- 2 authorize rebidding or renegotiating of the Project within a reasonable time;
- 3 terminate in accordance with Section 9.5;
- 4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- 5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner

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shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of

the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations

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purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

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termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

1 Termination Fee:

Negotiated at time of termination

2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Negotiated at time of usage

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for

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the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1 Stipulated Sum
(Insert amount)

Lump Sum \$89,650.00
- 2 Percentage Basis
(Insert percentage value)
- 3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly based on the 2024 Hourly Rate Schedule. See Attached.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly based on the 2024 Hourly Rate Schedule. See Attached.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See the attached 2024 Hourly Rate Schedule

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses;
11. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
12. Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of NA (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect,

(Insert rate of monthly or annual interest agreed upon.)

1 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

NA

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

NA

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3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Attachment A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Randy Geiger, Mayor
(Row deleted)

ARCHITECT (Signature)

Randy McKinnon, President

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Attachment A

The following shall be made as a part of the agreement based on services to be performed for the Henry County Juvenile Court Renovation Project | TLM Job No. 7249B, located at 311 East Wood Street, Paris, TN 38242

- The lump sum fee is based on the owners estimated budget. The owner will be self-performing the scope of work for this project.
- No Bid documents are required.
- Services include the following:
 - Design and preparation of basic architectural and engineering drawings. These drawings will include site plan to illustrate Life Safety and ADA Accessibility.
 - Floor Plans
 - Ceiling Plans
 - Door and Hardware Plans
 - Interior and Exterior Elevation Plans
 - Finishes
 - All necessary details for construction
 - Mechanical Plans
 - Plumbing Plans
 - Electrical Plans
 - Exterior Modification of front of the building
- All above include reviews of shop drawings and submittals
- Includes all documents required to obtain permits per City of Paris Code Enforcement.
- Respond to written questions and answers
- Assist with assembly of pricing
- Assist the owner with any change orders

Exclusions to this agreement:

- No Specification booklet (specifications will be on the drawings)
- Limited Site Visits (minimum one per month)
- No Bidding (County will perform)

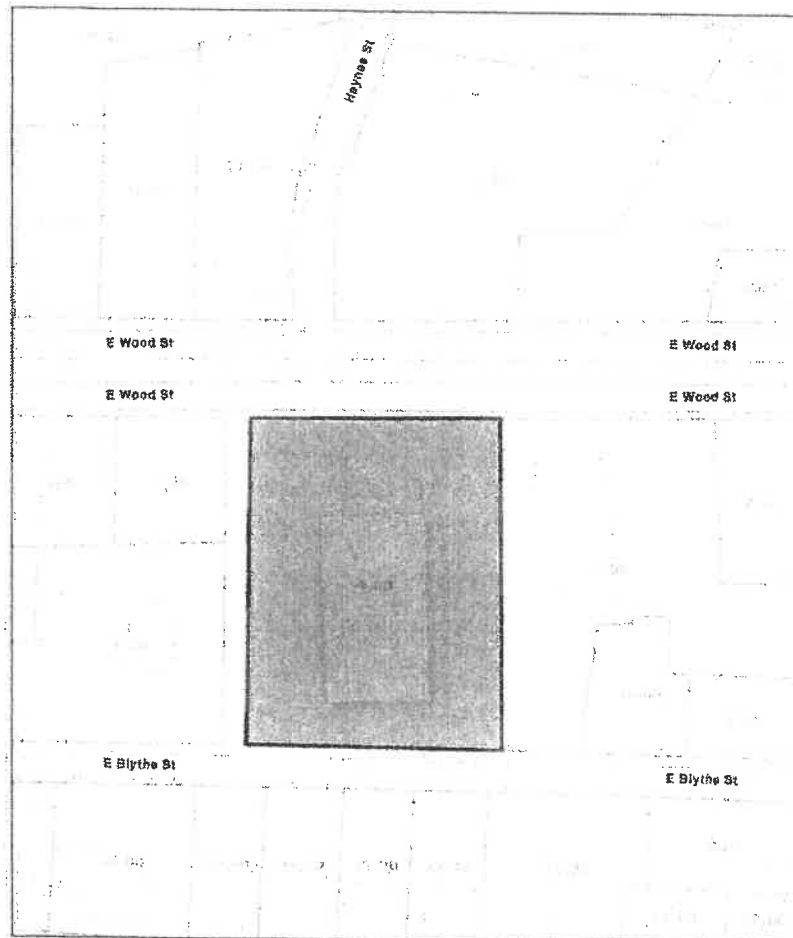
Exhibit B

Legal Description

Beginning at a found iron pin in the south right-of-way of East Wood Street, said pin being the northeast corner of White, DB 181, page 789; runs thence with the south right-of-way of said street, North 87 degrees 00 minutes 00 seconds East 200.43 feet to a found iron pin, the northwest corner of Bennett, DB 150, page 878; thence with the west line of Bennett, South 02 degrees 58 minutes 33 seconds East, 246.01 feet to a 1345566.22 Page 28 of 38 broken concrete monument in the north right-of-way of Blythe Street, the southwest corner of Bennett; thence with the north right-of-way of Blythe Street, South 87 degrees 19 minutes 59 seconds West, 199.94 feet to a set iron pin, the southeast corner of Nelson; thence with the east line of Nelson and White, North 03 degrees 05 minutes 34 seconds West, 244.85 feet to the point of beginning and containing 1.128 acres, more or less. Bearings are based on record. Survey and legal description by Lucile D. Smith, Tennessee Reg. No. 1508, dated September 10, 1993. Being the same property conveyed from Sandra K. Cummins (the same person as Sandra K. Scott) to Henry County General Hospital District, d/b/a Henry County Medical Center by Warranty Deed dated November 28, 1995, and recorded on November 29, 1995 in Deed Book 243, page 84, in the Register's Office of Henry County, Tennessee. Description taken from Deed Book 243, page 84, in the Register's Office of Henry County, Tennessee.

Exhibit B ²

Henry County - Parcel: 106A E 004.00



Date: December 19, 2024

County: HENRY
Owner: HENRY COUNTY MEDICAL CENTER
Address: E WOOD ST
Parcel ID: 106A E 004.00
Deeded Acreage: 0
Calculated Acreage: 0

0 0.01 0.01 0.03 mi
0 0.01 0.02 0.04 km

State of Tennessee, Comptroller of the Treasury, Division of Property
Assessments (DPA), State Community Map Contributors: © OpenStreetMap,
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ROLL CALL
COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
PARIS, TENNESSEE

Commissioner Travis made a motion to approve Resolution 12-9-25, to accept and execute the new Act amending Tennessee Code Annotated, Title 67, Chapter 7, Part 2, relative to the Mineral Severance Tax to benefit the County Road Fund. The motion was seconded by Commissioner Primrose.

ITEM NO. 19

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID						X		
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE,GATLIN				X	X			
STARKS, MONTE					X			
TRAVIS, JAY			X		X			
VISSER, MARTY						X		
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				12	2		

MOTION CARRIED

DATE : 9-15-25

RESOLUTION NO. 12-9-25

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO ACCEPT AND EXECUTE THE NEW ACT AMENDING TENNESSEE CODE ANNOTATED, TITLE 67, CHAPTER 7, PART 2, RELATIVE TO THE MINERAL SEVERANCE TAX TO BENEFIT THE COUNTY ROAD FUND

WHEREAS, the General Assembly of Tennessee has enacted an Act amending the Tennessee Code Annotated, Title 67, Chapter 7, Part 2, relative to the mineral severance tax, as set forth in Public Chapter No. 285/HB 695: and

WHEREAS, the Act amends Tennessee Code Annotated, §§ 67-7-203(a) by authorizing the County Commissioners to set a tax rate on sand, gravel, sandstone, chert, or limestone severed from the ground in their jurisdiction, subject to the following maximum limits:

- For a tax period that begins prior to July 1, 2025 – 15 cents (15¢) per ton;
- For a tax period beginning on or after July 1, 2025 and prior to July 1, 2030 – not to exceed 20 cents (20¢) per ton;
- For a tax period beginning on or after July 1, 2030 and prior to July 1, 2035 – not to exceed 25 cents (25¢) per ton; and
- For a tax period beginning on or after July 1, 2035 – not to exceed 30 cents (30¢) per ton; and

WHEREAS, the Act further amends several sections to require annual reporting of revenue and expenditures, with all revenue from the mineral severance tax to be deposited into the county road fund for construction, maintenance, and repair of the county road system; and

WHEREAS, the Act authorizes a legislative body of County Commissioners, by a two-thirds (2/3) vote, to increase the tax rate in accordance with the aforementioned limits, with any such increase becoming effective no less than sixty (60) days after receipt of a certified copy of the resolution by the Department of Revenue; and

WHEREAS, the Act takes effect upon becoming law, with the public welfare requiring its immediate execution, thereby mandating that Henry County implement the provisions of the Act;

NOW, THEREFORE, BE IT RESOLVED, that the Henry County Board of Commissioners in a regular scheduled meeting on this 15th day of September 2025 hereby adjust the mineral severance tax as follows and that a certified copy of this Resolution be submitted to the Department of Revenue for implementation.

1. **Acceptance and Execution:** Henry County hereby accepts and agrees to execute the Act amending Tennessee Code Annotated § 67-7-203(a), Title 67, Chapter 7, Part 2, relative to the mineral severance tax, as enacted by the General Assembly of Tennessee.
2. **Implementation of Tax Provisions:** The County Commission shall utilize its authority under the Act to establish and impose a mineral severance tax on the severed sand, gravel, sandstone, chert, and limestone within the county, ensuring that the tax rate set does not exceed the statutory maximums:
 - For a tax period beginning prior to July 1, 2025 -15¢ per ton;
 - For a tax period beginning on or after July 1, 2025 and prior to July 1, 2030 – 20¢ per ton;

- For a tax period beginning on or after July 1, 2030 and prior to July 1, 2035 – 25¢ per ton;
 - For a tax period beginning on or after July 1, 2035 – 30¢ per ton.
3. **Reporting and Accountability:** Henry County shall comply with the reporting requirements set forth in the Act by providing, not less than thirty (30) days after the end of the county's fiscal year, an annual written report to the Comptroller of the Treasury, the Commissioner of Transportation, and the designated County Commissioners. This report shall detail the amount of revenue deposited into the county road fund, the corresponding expenditures, and the designated usages for the construction, maintenance, and repair of the county road system.
4. **Further Implementation Measures:** The County Executive and the Director of Finance are hereby directed to take all necessary actions and adopt any policies required to implement and enforce the provisions of the Act in a timely and transparent manner.

BE IT FURTHER RESOLVED, that Resolution #12-9-25 will supersede and replace Resolution #1-8-25 and Resolution #8-4-25.

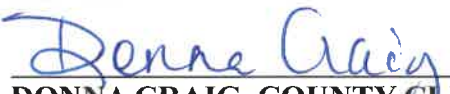
BE IT FINALLY RESOLVED that a true copy of this resolution be spread upon the minutes of this meeting.

PASSED

9/15/2025



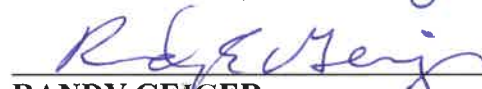
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG, COUNTY CLERK

APPROVED

9/15/2025



RANDY GEIGER
COUNTY MAYOR

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

Commissioner Humphreys made a motion to approve Resolution 13-9-25, to give authority to enter into a Lease Agreement with the State of Tennessee (TSOT).
ITEM NO. 20

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE,GATLIN				X	X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 9-15-25

RESOLUTION NO. 13-9-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO GIVE AUTHORITY TO ENTER INTO A LEASE AGREEMENT WITH THE STATE OF TENNESSEE (TSOT)

WHEREAS, the County of Henry and The State of Tennessee have negotiated a lease agreement for access and use of certain facilities located at 1108 Tyson Avenue Paris, TN. A copy of said lease is attached as Exhibit A; and

WHEREAS, the Board of Commissioners finds it to be in the best interest of the citizens of Henry County that the County enter into the Lease so as to enhance rehabilitative opportunities for the citizens of Henry County; and

WHEREAS, it is necessary for the Board of Commissioners to give authority to the County Mayor to execute a Lease for the purposes above expressed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15th day of September, 2025, a majority or more of the members concurring, that

(1) The County Mayor is authorized to execute on behalf of the County, a Lease providing for The State of Tennessee to lease certain facilities under the terms provided for in Exhibit A, hereto attached.

(2) The County Mayor is authorized to agree to any amendments and changes in the final form of this Lease consistent with the original Agreement as above expressed.

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

PASSED 9/15/2025


RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 9/15/2025


RANDY GEIGER
COUNTY MAYOR

AGENCY:	Department of Human Services (TRC & VR)	345.70
BUSINESS UNIT:	345.70	CHARTFIELD LOCATION: 40012

LE 5151

This Instrument Prepared by:
State of Tennessee
Real Estate Asset Management
William R. Snodgrass Tennessee Tower
24th Floor, 312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

LEASE NUMBER: 5151

NOTE: No handwritten or interlineated change to this lease will override this lease

State is Tenant

This lease document is not effective or Binding unless approved in printed text according with all applicable laws

ESC 01/23/2017 Template

1. Date of this Lease: Name and Address of Building: 1108 Tyson Avenue Paris, TN 38242	2. Tenant: State of Tennessee Landlord Name, Address, Contact Information: Henry County, Tennessee P.O. Box 7 101 W. Washington Street Paris, TN 38242 Phone: (731) 642-5212 Email Address: rgeiger@henrycountyttn.org
3. Leased Premises: The portion of the Building and all other areas described on <u>Exhibit B</u>.	4. Rentable Square Feet: <u>15,456</u>sf. Usable Square Feet: <u>15,456</u> sf.
5. Term of the Lease: One (1) Year The Lease shall commence on November 1, 2025.	6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least 30 days prior to the date the termination becomes effective

7. Monthly Rental Installments:			
Lease Year(s)	Annual Rental	Monthly Rental Installments	Rental Rate Per Rentable Square Foot
1	\$ 127,357.44	\$ 10,613.12	\$ 8.24
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

8. Utilities and Services:

☐ (Full Service) All utilities, janitorial services, and supplies are included in the Monthly Rent installments

☒ (Modified Gross) The following utilities, services, and supplies are not included in the Monthly Rent Installments: Tenant shall be responsible for all utilities, janitorial services and supplies.

9. Improvements (check any that apply):

☒ A. Existing Space (New Tenant or Renewal) ☐ B. Landlord to build out space pursuant to Exhibit D

10. Attached hereto and incorporated herein for all purposes are the following additional exhibits:

Exhibit A- Lease Standard Terms and Conditions

Exhibit B- Description of Leased Premises

Exhibit C- Commencement Date Agreement

Exhibit D- Special Buildout and Other Specifications

LANDLORD: Henry County, Tennessee	TENANT: STATE OF TENNESSEE
By: _____	By: _____ Jeffrey H. Holmes, Interim Commissioner of Department of General Services
Name: Randy Geiger	
Title: Henry County Mayor	
Date: _____	
	Date: _____

LANDLORD NOTARY

STATE OF TENNESSEE
COUNTY OF _____

Before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared **Randy Geiger**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the **Mayor of Henry County, Tennessee**, the within named Landlord, and that he as such representative, executed the within instrument for the purposes therein contained by signing the name of the entity by himself as the Mayor.

Witness my hand and seal at office in _____, Tennessee, on this the _____ day of _____, 2025.

Notary Public
My Commission Expires: _____
(seal)

TENANT NOTARY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared **Jeffrey H. Holmes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the **Interim Commissioner of the Department of General Services for the State of Tennessee**, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Interim Commissioner, Department of General Services for the State of Tennessee. Witness my hand and seal, at office in Nashville, Tennessee, this the _____ day of _____, 2025.

Notary Public: _____
My Commission Expires: _____

EXHIBIT A

NOTE: *No hand written or interlineated changes to this Lease will override the printed text of this lease.*

In consideration of the mutual covenants and representations set forth in the Lease (the "Lease") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used herein shall have the meaning assigned to such terms in the Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. DEMISE. Upon the terms and conditions hereinafter set forth and as set forth in the Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease. Landlord represents and warrants to Tenant that Landlord is the fee simple owner of the Leased Premises and has the right to lease the Leased Premises to Tenant pursuant to the terms of the Lease. Landlord further represents and warrants to Tenant that there are no easements, covenants, restrictions or other agreements or instruments encumbering the Leased Premises that (i) contain any pre-approval rights relating to the Lease (including any lender approval rights) which have not been secured by Landlord, or (ii) would interfere with or restrict Tenant's ability to use the Leased Premises for office, storage and any other purpose permissible under applicable law (the "Permitted Use"). Landlord further represents and warrants to Tenant that (x) the use of the Leased Premises for the various purposes for which it is presently being used is permitted under all applicable zoning legal requirements and (y) all utilities necessary for the use of the Leased Premises for the various purposes for which it is presently being used are being supplied to the Building via publicly dedicated utility easement areas. The Request for Lease Proposal from which the Lease originated and the Landlord's response to the Request for Lease Proposal (collectively, the "Proposal Package") are hereby incorporated in the Lease; provided, however, that in the event of any conflict between the Proposal Package and the Lease, the Lease shall control.
2. RENT. The Monthly Rental Installments for the lease of the Leased Premises shall be payable in **arrears on the last day of each and every month during the term** hereof to Landlord by Automated Clearing House (ACH) payment to the account set forth on the Supplier Direct Deposit Authorization Form.
 - A. No payment shall be made by Tenant under the Lease until Tenant has received an "IRS W-9 Form" and a "Supplier Direct Deposit Authorization Form" which have been properly completed and signed by all required parties on the forms provided by the Tenant. Landlord acknowledges that the "Supplier Direct Deposit Authorization Form" must be certified by Landlord's financial institution (bank) and that that the State will only accept the original Supplier Direct Deposit Authorization Form received directly from the Landlord or its bank. The original, completed "IRS W-9 Form" and "Supplier Direct Deposit Authorization Form" must be sent to the Tenant at the following address and marked **CONFIDENTIAL**:

State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243
 - B. Notwithstanding anything in the Lease to the contrary, Landlord agrees that the rent provided under the terms of this Section 2 is based in part upon the costs of the services, utilities, and supplies to be furnished by Landlord pursuant to Section 3 hereof and that should Tenant vacate the Leased Premises prior to the end of the Term of the Lease, or, if after notice in writing from Tenant, all or any part of such services, utilities or supplies for any reason are not used by Tenant, then, in such event, the Monthly Rental Installments as to each month or portion thereof as to which such services, utilities or supplies are not used by Tenant shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

3. LANDLORD'S OBLIGATIONS.

- A. Utilities: If required by Block 8 of the Lease, Landlord shall, at Landlord's expense, furnish all utilities to the Leased Premises, including electrical, gas, water and sewer, heat, ventilation, and air conditioning in capacities sufficient for the Permitted Use; provided, however, Tenant shall be responsible for telephone and data services. These utilities, if provided by Landlord, must be provided on a 24 hours per day, 7 days a week basis.
- B. Maintenance: Landlord shall, at Landlord's expense, and as required to keep the Building and the Leased Premises in a good, attractive and safe condition, maintain and repair, in a good and workmanlike manner and in compliance with all replacement and maintenance schedules followed by prudent landlords of commercial buildings, (i) the Building, including, but not limited to, the roof, foundation and exterior and load-bearing walls; (ii) the mechanical, plumbing and electrical systems, including, but not limited to, air conditioning, heating, plumbing, wiring and piping and all filters, valves and other components; the temperature of the telecom closet on the Leased Premises at all times shall be maintained between 64 and 75 degrees with a relative humidity range of 30-55%. The temperature of the interior of the Leased Premises where State employees or contractors operate at all times shall be maintained between 68 and 72 degrees with a relative humidity range of 30-55%; (iii) the land upon which the Building is located, including any landscaped areas, parking areas and driveways, including, but not be limited to the following: proper drainage in order to prevent puddling of flooding of any sidewalks or the parking lot area, weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, daily snow and ice removal from parking areas and entrances to the Leased Premises; (iv) elevators, if any; (v) interior of the Building and the Leased Premises, including but not limited to repair, maintenance, patching, mold, mildew, and moisture removal, and painting of the walls, floors, ceilings, carpet and other surfaces; and (vi) all lighting components, including but not limited to, furnishing and monthly replacement of electrical light bulbs, fluorescent tubes, ballasts and starters. Landlord shall replace any damaged, stained, or cracked light lenses and shall remove any debris from the light fixtures on a monthly basis. Landlord shall also, at Landlord's expense, furnish and maintain appropriate outside trash and refuse receptacles for the disposal of trash and refuse from the Leased Premises. Furthermore, Landlord shall have maintenance personnel available to respond to routine calls within twenty four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance calls shall include, but not be limited to, situations involving HVAC, electrical, plumbing, roof leaks, utility disruptions, ingress and egress, and environmental issues which may prevent the Tenant from using the Leased Premises for the Permitted Use. For any damages that are reasonably determined to be caused by, or the result of intentional acts intended to harm or deface Landlord property, omissions, negligence, vandalism of the Tenant, its clients, invitees, or vendors, the Landlord shall make the necessary repairs and submit an invoice to the State for the cost of said repairs. Provided the State reasonably determines that said damage was caused by, or the result of, the acts, omissions, or negligence of the Tenant, its clients, invitees, or vendors, then the State shall promptly reimburse the Landlord for the costs of said repairs.
- C. Insurance: Landlord shall, at Landlord's expense, maintain fire and extended coverage insurance on Leased Premises, in an amount not less than the full replacement cost of the Building, and comprehensive general liability insurance coverage in the sum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Leased Premises or the Building resulting from Landlord's negligence or matters arising for reasons beyond Tenant's control. The policies described in this Section shall name Tenant as an additional insured. Annually, Landlord shall furnish Tenant with a certificate of such coverage which shall provide that thirty (30) days' advance written notice shall be given to Tenant in the event of cancellation or material change in the insurance policies maintained as required herein.
- D. Taxes: Landlord shall be responsible for payment of all real estate taxes assessed against the Building or land on which the Building is located, as well as all applicable local, state and federal income taxes which are or may be payable by Landlord. Landlord, by virtue of leasing property to Tenant, does not become a State of Tennessee agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities.

- E. Janitorial: Tenant shall, at Tenant's expense, provide janitorial services and supplies.
- F. Pest Control: Landlord shall, at Landlord's expense, provide monthly interior and quarterly exterior pest extermination services. All such services shall be performed after normal business hours.
4. **IMPROVEMENTS.** Tenant shall have the right during the existence of the Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under the Lease or any prior lease of the Leased Premises by Tenant shall be and remain the property of Tenant and may be removed therefrom by Tenant prior to the termination or expiration of the Lease or any renewal or extension thereof, or within a reasonable time thereafter. Tenant shall be permitted to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased Premises.
5. **TERMINATION FOR CAUSE.** Tenant may in its sole discretion terminate the Lease at any time for any of the following causes: (a) Landlord's failure to disclose any conflict or potential conflict of interest existing at the date of the Lease or hereafter created; (b) termination or consolidation of Tenant's operations or programs housed in the Leased Premises because of loss of funding; (c) lack of funding by the appropriate Legislative Body for obligations required of Tenant under the Lease; (d) misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of the Lease; (e) failure to comply with the assertions and promises set forth in the response to the request for proposals; (f) the availability of space in Tenant-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and (g) any default by Landlord which is not adequately remedied in accordance with Section 7 hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.
6. **ENVIRONMENTAL PROVISIONS.** Following due inquiry, Landlord represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Landlord agrees that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Tenant, Landlord shall indemnify, hold harmless and defend Tenant from all claims, damages, expenses or litigation resulting from the presence of such materials. If Tenant reasonably believes that hazardous substances may be present in the Leased Premises or the Building, Landlord will engage, at its expense, a qualified third party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Landlord, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations. In the event Landlord discovers hazardous materials on the Leased Premises during the Term of the Lease, Landlord shall promptly notify Tenant.

7. DEFAULT.

- A. Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of non-payment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default, or, if it is not possible to complete the cure by such time, Tenant has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of default by Tenant hereunder:
- i. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Landlord may reenter the Leased Premises with legal process and re-let same, or any part thereof, to third parties for Tenant's account. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any re-letting. Landlord shall make its best efforts to re-let the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the term.
 - ii. Landlord may terminate the Lease pursuant to the terms of this Section. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant.
- B. Except as specifically set forth herein, Landlord shall be in default of the terms of the Lease if Landlord shall commit an act of default under the terms hereof, and shall not cure such default within twenty (20) days of written notice by Tenant to Landlord of such default, or, if it is not possible to complete the cure by such time, Landlord has not commenced the cure within such 20 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Landlord hereunder, Tenant may, in addition to all rights and remedies available at law or in equity, (i) cure such default and deduct any reasonable and necessary amounts incurred by Tenant in connection therewith from future rent payments due by Tenant hereunder with the presentment of receipts for such reasonable and necessary actions, or (ii) terminate the Lease. Notwithstanding the foregoing, in the event that Tenant is unable, in its reasonable judgment, to operate in the Leased Premises as a result of the failure by Landlord to satisfy its obligations pursuant to Section 3 hereof (A) for a period of more than forty eight (48) consecutive hours, then the rent shall abate during the entire period of the disruption and Tenant shall have the right to terminate the Lease in the event Landlord remains unable to satisfy its obligations pursuant to Section 3 hereof for a period of more than ten (10) consecutive days; or (B) more than ten (10) days during any twelve (12) month period, then Tenant shall have the right to terminate the Lease.

8. END OF TERM. At the termination of the Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in the Leased Premises owned by Tenant, provided that Tenant promptly repairs any damage to the Leased Premises caused by such removal. Upon Tenant's vacating of the Leased Premises, Landlord shall provide a licensed electrician to disconnect Tenant's furniture, fixtures, and equipment ("FF&E") associated removal of Tenant's FF&E. Landlord shall submit an invoice to the State for the electrician's time and expenses, along with any backup details that may be reasonably requested by the State, and the State will promptly reimburse the Landlord for the electrician's costs. In the event of holding over by Tenant after the expiration or termination of the Term of the Lease, Tenant shall pay rent at the then current rate for rent as set forth in the Lease, on a monthly basis and the Term of the Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term of the Lease, Landlord and Tenant shall each have the right to terminate the Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.

9. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord (excluding any personal property which is owned by Tenant), provided that such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. Until such repairs are completed, the rent shall be abated in proportion to the part of the Leased Premises rendered unusable, but there shall be no abatement of rent for a period equal to one (1) day or less. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease. A total destruction of the Building in which the Leased Premises are located shall automatically terminate the Lease. Total destruction of the Building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.
10. **NOTICES.** Any notice required or permitted to be given hereunder shall be sufficiently given if personally served, sent by registered or certified mail, or by reputable overnight courier, addressed to the relevant party at the addresses specified in the Lease, for Landlord, and for Tenant to: Real Estate Asset Management, 312 Rosa L. Parks Avenue, 24th Floor, Nashville, Tennessee 37243.
11. **QUIET ENJOYMENT.** Landlord warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the term and any extension or renewal thereof.
12. **SUBORDINATION, ATTORNMENT AND NON DISTURBANCE.** Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage (collectively, "Mortgages"); provided as a condition to such subordination, any holder of the Mortgage must enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant in form reasonably acceptable to Tenant. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any Mortgage covering the Leased Premises or the Building, or in the event of termination of any lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as Landlord under the Lease, unless the Lease is terminated. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of rent, or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable cure periods, no mortgagee or similar person shall disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.
13. **APPROVALS.** Neither the Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Lease has been returned to Tenant and the review and approval by all appropriate State officials and the State Building Commission, if applicable has been obtained.
14. **COMPLIANCE WITH LAWS.** Landlord represents and warrants to Tenant that as of the Commencement Date, the Building and the Leased Premises will comply with all applicable local, state, and federal laws, rules, and ordinances relating to the use and occupancy of the Leased Premises and in accordance with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Landlord or its agents. Tenant reserves the right, at any time during the Term of the Lease, to require Landlord to make additional reasonable accommodations to comply with the Americans with Disabilities Act. These accommodations may include, but are not limited to, modifications to the exterior or interior of the Building, any ingress and egress points to the Building or property on which the Building stands, or any portion of the property that may serve to limit accessibility to disabled persons. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

15. **FORCE MAJEURE.** With the exception of the obligation of Tenant to pay rent and all other amounts that may be due from time to time under the Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, the Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of the Lease shall in no way be affected, impaired, or excused.
16. **RECORDS RETENTION.** Landlord shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Landlord, insofar as they relate to reimbursement by Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of what amounts to the final payment under the Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.
17. **SPACE AUDIT.** Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Within thirty (30) days of the Commencement Date, Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements.
18. **COMMON AREAS.** During the Term of the Lease, Landlord agrees that Tenant and its employees, agents, invitees and visitors shall have the non-exclusive right to use the Common Areas for their intended purpose. Except for repairs, maintenance and replacements required under the Lease, Landlord shall not materially alter (or permit the material alteration of) any entrances, exits, corridors, sidewalks or hallways providing access to or from the Leased Premises. Landlord represents and warrants to Tenant that the Common Areas include all areas which are necessary for the use of the Leased Premises for its current use. As used herein, "Common Areas" means all portions of the Building and land on which the Building is located intended for the general use or benefit of Tenants or owners of the Building, and their employees, agents, and visitors, including, without limitation, all entrances, common corridors, parking areas, loading and unloading areas, trash areas, roadways, walkways, sidewalks and driveways.
19. **LANDLORD BUILDOUT.** Pursuant to the scope contained in Exhibit D.
20. **COMMENCEMENT OF TERM.** Pursuant to Block 5 of the Lease Agreement.
21. **CONFLICTS OF INTEREST.** The Landlord warrants that no part of the total payment from the Tenant under the Lease shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, or employee of the Landlord in connection with any work contemplated or performed relative to the Lease.
- The Landlord acknowledges, understands, and agrees that the Lease shall be null and void if the Landlord is, or within the past six months has been, an employee of the State of Tennessee or if the Landlord is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.
- The Landlord acknowledges, understands, and agrees that it and its performance under the Lease are subject to State Building Commission Policy and Procedure Item 12, and that Tenant has read and understands all of the provisions and requirements of same.
22. **FINANCIAL INTEREST NOTICE.** The Landlord's response to the Request for Lease Proposal provided to Tenant a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises. Such list shall be immediately revised and provided by the Landlord to the Tenant in the event of a transfer of any such interest.

23. **IRAN DIVESTMENT ACT.** The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Lessor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
24. **MISCELLANEOUS.** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof. Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder. Acknowledging the privacy protection responsibilities of Tenant, the Parties agree that entry into the Leased Premises by Landlord or its agents without prior permission from Tenant after business hours or without lawful emergency justification can be considered trespass and treated as such by Tenant. The making of repairs by Landlord or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. Landlord and Tenant acknowledge and agree that (i) all exhibits referenced in the Lease (or in any of its exhibits) are incorporated into the Lease by reference, and (ii) any reference to "the Lease," "this Lease," "hereunder," "herein" or words of like import shall mean and be a reference to the Lease including such exhibits. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.
25. **RESPECTFUL WORKPLACE.** The Landlord acknowledges and understands that the Leased Premises is leased to be used by State of Tennessee employees as their workplace, and that the State of Tennessee is firmly committed to the principle of fair and equal employment opportunities for all of its citizens. State DOHR Policy 12-008 prohibits any unwelcome verbal or written communication, or any physical conduct which creates a hostile work environment for State employees. Landlord itself, its agents and employees agree to be responsible for adherence to this Policy in workplace interactions with State employees, State visitors and State clients.
26. **BOYCOTT OF ISRAEL ACT.** Pursuant to Tenn. Code Ann. § 12-4-119, Landlord certifies that it is not currently engaged in, and will not for the duration of the Lease or any extensions thereof, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).

EXHIBIT B

LEASED PREMISES

County: Henry

Assessor's Map: 106

Parcel ID: 039.00

Deed Book: 601

Page: 891-894

The Leased Premises include all improvements and all unreserved parking spaces located on the real property more particularly described as 1108 Tyson Avenue, Paris, TN 38242.



EXHIBIT C

COMMENCEMENT DATE AGREEMENT- Not Applicable

RE: Transaction Number: _____
LE #: _____
Address of Subject Property:

Lease dated as of _____, by and _____, as Landlord, and the State of Tennessee, as Tenant.

Dear Sirs:

In accordance with the terms of the above captioned Lease, the Term of the Lease will commence on the date that is thirty (30) days after substantial completion of the work set forth in Section 19 of the Lease and a certificate of occupancy for the Leased Premises is issued. Please be advised as follows:

The Commencement Date of the Term of the Lease is the _____ day of _____, 20_____, and the expiration date of the Term of the Lease is the _____ day of _____, 20_____, subject however to the terms and provisions of the Lease.

The Leased Premises contain _____ Useable Square Feet and _____ Rentable Square Feet calculated in accordance with Section 17 of Exhibit A to the Lease. If applicable, the Parties shall promptly enter into an Amendment to the Lease reflecting revised Square Footage, Annual Rent, and Monthly Rental Installments

Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.

LANDLORD:

Landlord's Name, Title
Date: _____

ACKNOWLEDGED AND AGREED:
State of Tennessee

By: _____
Title: _____
Date: _____

EXHIBIT D

SPECIAL BUILDOUT AND OTHER SPECIFICATIONS

PROJECT SPECIFIC REQUIREMENTS

This lease requires NO improvements funded by the Landlord.

When flooring is replaced, Landlord's vendor must supply necessary means to lift of (system) furniture and fixtures **as required** by programmatic needs and at State direction.

Landlord required to provide licensed electrician for electrical needs (ie junction boxes, power poles for furniture, security, or dedicated circuits as programmatic needs may require), and invoice State separately including invoice backup, **upon move out** of space.

GENERAL SPECIFICATIONS**1. General**

- a. The Leased Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- b. The Leased Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

2. Site

- a. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Leased Premises.

3. Structure

- a. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- b. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

4. Building Skin and Roof

- a. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight.

5. Building Common Areas

- a. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
- b. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Leased Premises.

6. Common Walls

- a. Common walls shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on Tenant side of Common Walls and demising walls prior to Tenant finishes being installed.
- b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.

7. Electrical

- a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.
- b. Landlord shall install all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each floor in the Leased Premises. Landlord shall locate an

electrical service panel in the electrical closet in the Common Area on the same floor as the Leased Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.

- c. Landlord shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.

8. Communications

- a. Landlord shall bring BUSINESS data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

9. Lighting

- a. Landlord shall furnish and install lights in all common areas.
- b. Building lighting levels must meet a minimum of 30 foot-candles at the desk and 20 foot-candles in corridors providing ingress and egress to the Leased Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas as set by the current version of the Illuminating Engineering Society of North America (IESNA). All lighting fixtures should be cleaned at commencement and bulbs and ballasts in working order.

10. Plumbing

- a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by the Permitted Use.

11. HVAC

- a. Building common areas shall include heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.
- b. All HVAC for the Leased Premises shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones.

12. Building Directory

- a. If the Building has multiple tenants, Landlord shall provide a directory in the lobby of the Building.
- b. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards).

13. Keys

- a. Landlord shall supply Tenant with five (5) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Leased Premises, parking areas and other common areas of the Property.

14. Access Control

- a. Landlord shall provide new locks on all exterior doors and doors into common areas.
- b. Tenant may install card access to the Leased Premises at suite entry locations, fire stairs with access into the Leased Premises and interior doors within the Leased Premises compatible with the base building security system. Landlord to provide required infrastructure (ie electricity for system).
- c. Tenant may install keypad, pursuant to Tenant requirements, to the Leased Premises at approved entry and exit of Leased Premises. Landlord to provide required infrastructure (ie electricity for system). Landlord is required to purchase keypad system, but provide backup invoices for Tenant reimbursement.
- d. Tenant may install cameras or other security-related systems, pursuant to Tenant requirements, for the Leased Premises. Landlord to provide required infrastructure (ie electricity for system).
- e. Provide heavy-duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.
- f. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.

INTERIOR BUILDOUT SPECIFICATIONS**1. Ceiling**

- a. Existing ceiling tile and grid shall remain if these materials meet the Minimum Qualification Specification (Section e below) and are in good and attractive condition. Patch and repair grid as needed to accommodate demolition of walls. Replace any damaged or discolored tiles to match existing.
- b. Existing lighting shall be cleaned and re-lamped after construction. All lamps shall be the same color temperature. Coordinate the appropriate lamp color with the State.
- c. Provide 15'-20' whip at all above-ceiling junction boxes for power pole connections.
- d. Minimum ceiling heights shall be a minimum of 8 feet and be proportionate to the open area floor plate size.
- e. Acoustical Panel Ceiling Minimum Qualification Specifications:
- f. General Ceiling
 - i. Acoustical Panel Standard: Comply with ASTM E 1264.
 - ii. Metal Suspension System Standard: Comply with ASTM C 635.
 - iii. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," Comply with seismic design requirements.
- g. Acoustical Panels
 - i. Color: White.
 - ii. LR: Minimum of 0.83.
 - iii. NRC: Minimum of 0.60, Type E-400 mounting according to ASTM E 795.
 - iv. CAC: Minimum of 33.
 - v. Modular Size: 24 by 24 inches (610 by 610 mm) or 24 by 48 inches (610 by 1220 mm).

2. Electrical and Communication

- a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by the Build Out Plans. All devices shall be a consistent color.
- b. Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations as required by the Build Out Plans.
- c. Provide 1 voice/data per standard workstation as required by the Build Out Plans.
- d. Provide 2 duplex power outlets and 1 voice/data per standard office as required by the Build Out Plans.
- e. Provide 2 duplex power outlets and 1 voice/data per enclave as required by the Build Out Plans.
- f. At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets as required by the Build Out Plans.
- g. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided as required by the Build Out Plans.

3. Partitions

- a. All existing perimeter sill walls and core walls throughout space shall be freshly painted in an eggshell or satin paint finish.
- b. All new partitions to be 5/8" drywall and 3 5/8" metal studs with sound attenuation blankets inside the partition. Additional sound blankets to be provided above partitions on ceiling tile, 2'-0" on either side of all new or existing partitions not extending to the deck.
- c. Partitions around all new conference rooms, training rooms, break rooms, meeting rooms, and restrooms, shall extend to the deck. Sound attenuation blankets shall be provided inside the partition, seal all penetrations within partitions including power/data boxes and at the connection of the partition to the deck.
- d. Connections from partition to mullion will require an acoustically sealed connection.
- e. Finish partitions completely to floor.

4. Glazing

- a. All office, enclave, break room, and conference room front walls shall have a 3'-0" wide sidelite with 1/4" clear tempered glass in 2" welded hollow metal frame with a solid core door (match building standard), and etched film on 3'-0" w full height sidelights. Framing for glass sidelights and windows shall be integral with doorframes and not separated by drywall.

5. **Doors and Frames**

- a. Interior doors shall match building standard height and finish; at a minimum, all doors shall be solid core, 7'-0" in height.
- b. Interior doorframes shall be 2" welded hollow metal steel, painted.
- c. All hardware shall match existing building standard finish. At a minimum, all hardware shall be lever handle. All doors shall include the following: doorstops, silencers, lever hardware, mortised ball bearing hinges. All office doors shall include a coat hook. In addition, pairs of doors shall include the following as determined by function: dummy trim, closer coordinators, flush bolts, dust proof strikes, ball catch (as required).
- d. All main entrance public access doors shall be metal frame glass storefront entrance type with double-pane glass. Exterior exit doors shall be metal framed with insulated flush type metal door. All exterior doors must be equipped with commercial grade closers and hardware.

6. **Window Treatments**

- a. All exterior windows shall be equipped with inside mount aluminum horizontal mini-blinds of color and quality acceptable to the State. State may determine that repair or replacement, in part or entirety, of existing blinds is acceptable.

7. **Finishes**

- a. Doors, frames, hardware, ceiling tile and grid and lights shall be reused if approved by the State.
- b. Carpet shall be modular tiles laid with low VOC adhesives. Carpet shall generally be laid in a monolithic, ashlar or brick laid pattern. Carpet shall not be laid in a quarter turn pattern unless noted specifically. If not replaced, existing floors must be cleaned as appropriate prior to Commencement.
- c. Carpet must meet the following minimum qualification specifications:
 - i. Products: All manufacturers to provide modular tile products as specified below and in addition to meeting the minimum requirements.
 - ii. Commercial Face Fibers: High performance premium branded Nylon required to be third party certified post-consumer recyclable and defined as a commercial grade nylon fiber from a carpet or fiber manufacturer nationally recognized by the flooring industry; the nylon fiber shall have a documented five (5) year minimum successful testing period; Note: OLEFIN FIBER IS NOT ACCEPTABLE.
 - iii. Pile Characteristic: Level-loop, Cut-and-loop pile, Shear-and-loop pile.
 - iv. Density: Minimum rating of 5,000 or higher.
 - v. Stitches: Minimum of 9 stitches per inch.
 - vi. Gage: 1/12 inch minimum.
 - vii. Surface Pile Weight: Minimum 20 oz. per square yard.
 - viii. Dye System: Minimum of 50% solution dyed or yarn dyed (Type 6, Type 6,6 or proven equal).
 - ix. Backing System: Provide applicable backing system based on carpet type/brand selected.
 - x. Size: 24 by 24 inches (610 by 610 mm) or larger.
 - xi. Applied Soil-Resistance Treatment: Duratech, Protech, or equal (specify with proposal).
 - xii. Antimicrobial Treatment: Manufacturer's standard material according to AATCC174.
- d. Provide 4" coved rubber base in areas specified to receive new flooring. All base shall be continuous roll base (not 4' segments).
- e. All walls to have one prime coat and 2 finish coats of eggshell or satin finish. Door and window frames shall have semi-gloss finish. Drywall ceilings shall have flat finish. State may determine that only touch up is required. New paint may be required for short-term leases.
- f. Where identified as laminate finish on casework, use color core laminates for exposed surfaces for doors, drawers, counter tops and splashes. The underside of all vertical laminate panels in wet areas shall receive a laminate or pvc edge to prevent water from wicking up through laminate panel substrates. Counters and splashes shall be thoroughly caulked to walls and countertops using clear silicone caulk.
- g. Lessor may use Luxury Vinyl Tile("LVT") or Luxury Vinyl Plank ("LVP") for any or all areas where VCT is specified by Tenant. LVT and LVP must meet the following minimum qualifications:
 - i. Products: All manufactures to provide LVT/LVP as specified below and must meet ASTM F 1700 13a and/or ISO 10582.
 - ii. Commercial Grade LVT/LVP: Rated for at least a medium to heavy traffic with a minimum of 10-year warranty.
 - iii. Wear Layer/Top-Coat: 20 mil or 0.5mm.
 - iv. Overall Thickness of Tile: 2.5 mm minimum.
 - v. Seaming Method: Standard.
 - vi. Pattern: Pattern to be determined by Interior Design Project Manager. Lessor should plan on up to 3 colors for each area. LVT/LVP/VCT to be installed with a pattern integration. Use of additional colors will depend on the materials specified.

vii. Width/Size of Tiles: LVP minimum of 6-inch width. LVT at a minimum of 12 x 18 inches. Consult State's Project Designer for appropriate size based on application for desired space if requesting use of sizes greater than 12x18 tiles. Consultant will provide design pattern for installation areas with finish plan.

viii. Tile Edges: Squared.

ix. Installation Method: Per Manufacturer's Recommendations. Concrete subfloors may require a moisture barrier and will be required if product specifies. Flooring may be floated or glued down according to project needs. Adhesives must meet industry and recommended standards per manufacture's recommendations.

8. Break Rooms

- a. Finishes: VCT floor tile in a floor pattern using 3 different colors, plastic laminate base and wall cabinets. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide double bowl, under mount stainless steel sink with hot/cold water.
- c. Provide dedicated outlets for refrigerators, microwaves, and (2) coffee makers. Provide (3) standard wall duplex outlets at 42" AFF in kitchen area. Provide (2) additional wall outlets at other walls for convenience purposes.

9. Copy Rooms / Areas

- a. Finishes: VCT flooring, plastic laminate base and wall cabinets, plastic laminate countertop. Cabinetry shall be sufficient to meet the needs of the Tenant at its sole discretion. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide (2) wall duplex outlets (one circuit) and (2) voice/data outlets at 42" AFF in work area.

10. Telecom Rooms

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Walls shall extend to deck; no lay-in ceiling.
- c. A minimum of a half-ton (5,000 BTU's) of cooling for coverage of equipment is required. Stand-alone mechanical unit is preferred. If stand-alone is not possible, then the space should be removed from the EMS and have VAV-type controls.
- d. Provide at least a 3" conduit from the interior telecom room or non-common space to an exterior right of way or utility easement for new service provider connection. Coordinate with service provider.
- e. Each telecom room should be a minimum of 8' x 10' in size, with one room per 15,000 square feet of usable space. Telecom rooms shall align vertically if in a multiple-floor facility.
- f. Doors to telecom rooms shall open out into the corridor, if possible. If this is not possible, then locate the door in an area with minimal clearance impact.
- g. Provide at least (2) dedicated quad outlets, 110 volt, 20 amp circuits, in addition to the normal service outlets.
- h. The State cabling contractor, at State's expense, shall install a grounding bus bar and place correctly-sized conductor back to the main panel for facility personnel to connect.
- i. Telecom rooms do not include space for building/energy automation/management, life safety controls, or security, audio, or CC/CATV systems.

11. Conference Rooms

- a. All conference rooms that seat (8) people or more shall have (2) power and voice/data outlets. Larger Conference rooms of greater than (18) people shall have (4) power and (2) voice/data outlets.
- b. Lighting switching shall provide flexibility for a variety of scene configurations for different presentations and meetings. Fixtures shall provide both ambient lighting to the table as well as accent wall wash lighting at the perimeter of the room.
- c. Coordinate placement of switches, AV screens, furniture, & doors so as to avoid conflicts when components are in use.

12. Restrooms

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. All restrooms shall be equipped with liquid soap dispensers and mirrors, and either paper towel dispensers or hand blow dryers.
- c. Provide a floor drain in each restroom.

13. Janitor Closet

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide storage for equipment, materials, and supplies, in a minimum 25 sf room.

- c. Provide service sink with hot and cold water and a floor drain.

14. Building Interior

- a. Provide (accessible) chilled drinking fountains as per code requirements. If it is deemed necessary to replace existing or incorporate additional drinking fountains, equipment shall be able to accommodate a water bottle refill component.
- b. Provide evacuation maps and other interior signage as required and requested by the State. Coordinate locations with the State. May be required for short-term leases.

15. Building Exterior

- a. Provide exterior canopies at all building entrances and exits, as well as a vestibule/airlock at all public entrances.
- b. Provide exterior signage and dumpster access. May be required for short-term leases.
- c. Hard-surface exterior walkways shall be provided to connect all Building entrances and exits to on-site parking lots or other hard-surfaced areas.

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

Commissioner Flowers made a motion and Commissioner Burns seconded the motion to approve Resolution 14-9-25, to authorize the Henry County Airport to Prorate or Abate Hangar Rental.
ITEM NO. 21

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK				X	X			
CARTER, DELL					X			
ELIZONDO, CHARLES	X							
FLOWERS, DAVID			X		X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE, GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL	1				14			

DATE : 9-15-25

MOTION CARRIED

RESOLUTION NO. 14-9-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE THE HENRY COUNTY AIRPORT TO PRORATE OR ABATE HANGAR RENTAL

WHEREAS, the Airport Committee has requested authority to prorate or abate its tenants' airport hangar rental during periods when essential services or common areas of the airport are unavailable for tenants' use; and

WHEREAS, this Board of Commissioners agrees it is appropriate for the Airport Committee to have such authority limited to one month;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15th day of September 2025, a majority or more of said Commissioner's concurring; and

BE IT RESOLVED that the Airport Manager with pre-approval of the Airport Committee may from time to time prorate or abate airport hangar rental during periods when essential services or common areas of the airport are unavailable for tenants' use; provided, however, that any proration or abatement longer than one month must also be pre-approved by this Commission;

BE IT FURTHER RESOLVED that the Airport Manager shall report all such prorations or abatements to the County Mayor and the report shall be furnished to the Commissioners as part of the following month's consent agenda; and

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

PASSED

9/15/2025



RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED

9/15/2025



RANDY GEIGER
HENRY COUNTY MAYOR

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

Commissioner Wiles made a motion and Commissioner Flowers seconded to suspend the rules to add an item to the agenda (setting up an Electronic Communication Forum for Commissioners). VOICE VOTE CARRIED.

Commissioner Wiles made a motion and Commissioner Flowers seconded for the County to set up a site to allow Electronic Communication between Commissioners by means of a forum over the internet.

Commissioner Starks made a motion and Commissioner Carter seconded to table the main motion until more information is available on how to implement it.

ITEM NO. 22

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL				X		X		
ELIZONDO, CHARLES	X							
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH						X		
McELROY, MELISSA					X			
NEAL, PAUL							X	
PRIMROSE, GATLIN						X		
STARKS, MONTE			X		X			
TRAVIS, JAY							X	
VISSER, MARTY					X			
WEBB, DAVID						X		
WILES, RALPH					X			
TOTAL	1				8	4	2	

MOTION CARRIED

DATE : 9-15-25

0000052

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

Commissioner Carter made a motion to adjourn. Commissioner Hayes seconded the motion.
ITEM NO. 23

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

VOICE VOTE CARRIED

DATE : 9-15-25