

# AGENDA HENRY COUNTY COMMISSION MONDAY, NOVEMBER 17, 2025 5:00 P.M. CHANCERY COURT ROOM

- 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. **BUSINESS**:

- a. Approval of Consent Agenda and action thereon by the Commission.
- b. Consideration of a resolution to approve a budget amendment and action thereon by the Commission. RESOLUTION #1-11-25
- d. Consideration of a resolution to approve a budget amendment and action thereon by the Commission. RESOLUTION #2-11-25
- e. Consideration of a resolution to approve a budget amendment and action thereon by the Commission. RESOLUTION #3-11-25
- f. Consideration of a resolution to authorize the Henry County Mayor to sign a Grant Contract. RESOLUTION # 4-11-25 (Airport Development)

- g. Consideration of a resolution making certain appointments to various boards and committees and action thereon by the Commission. RES #5-11-25
- h. Consideration of a resolution to authorize entering into an agreement with TLM Associates Inc. RESOLUTION #6-11-25
- i. Consideration of a resolution to urge the TN General Assembly to impose a Mineral Severance Tax in Henry Count by Private Act. RES #7-11-25
- j. Consideration of a resolution to authorize the creation of "Code Enforcer" Position in Henry County. RESOLUTION # 8-11-25
- k. Consideration of a resolution to authorize the sale of delinquent tax properties at a reduced price. RESOLUTION # 9-11-25

### 8. Announcements and Statements

- Nominations in December, effective January 1, 2026
  If you desire to make changes to committee assignments, please let Jennifer Gallimore know before December 3, 2025 to be included in the next commission meeting on December 15, 2025.
- Recognition of Stephanie Tayloe
- Commissioners returned <u>SIGNED</u> Title VI Brochure to Jennifer Gallimore

### 9. Adjournment



### CONSENT AGENDA NOVEMBER 17, 2025

### ITEMS TO BE APPROVED:

- 1. Minutes of the meeting of October 20, 2025
- 2. Notary Public designations
- 3. Trustee's month-end reports
- 4. Henry County Medical Center Statement of Cash Flow
- 5. Various announcements

### 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 November 17, 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 Chief Scott Wyrick.
- ITEM NO. 2 The invocation was led by Commissioner Kenneth Humphreys.
- ITEM NO. 3 The pledge to the flag was led by Chief Scott Wyrick.

### ITEM NO. 4 Roll Call

The following Commissioners were present: Patrick Burns, Charles Elizondo, David Flowers, Missy Hamilton, David Hayes, James Higgins, Kenneth Humphreys, Melissa McElroy, Paul Neal, Gatlin Primrose, Monte Starks, Jay Travis, Marty Visser, David Webb and Ralph Wiles.

ITEM NO. 5 Former District 4 Commissioner Dell Carter recognized for his 22 years of service to the County as Commissioner. Carter was presented with the Loyal Patriot of Henry County Award.

ITEM NO. 6 Recognition and Presentation of Loyal Patriot of Henry County Award to Stephanie Tayloe for her achievements with the Henry County Archives.

### ROLL CALL

### COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

A motion was made by Commissioner Starks to approve the Consent Agenda, which consists of: Minutes of the meeting of October 20, 2025, Trustee's month-end reports, Henry County Medical Center Statement of Cash Flow, Various announcements and the following Notary Public designations: Sandy Love, Traci L. Allen, Courtney Parker, Misty L. Thorn, Kaye B. McCoy, Rachel Wheatley, Page France, Samuel C. Tolley and Andrea C. Lamb. The motion was seconded by Commissioner Neal.

ITEM NO. 7

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

VOICE VOTE CARRIED

DATE: 11-17-25

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

A motion was made by Commissioner Humphreys to approve Resolution 1-11-25, to authorize certain changes in the budget for the Henry County General Fund for Fiscal 2025-2026. The motion was seconded by Commissioner Visser.

ITEM NO. 8

ITEM NO. 8		,						
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
ELIZONDO, CHARLES		Ą			X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HIGGINS, JAMES					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL		-			X			
PRIMROSE,GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY				X	X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			
				1		1		

MOTION CARRIED

DATE: 11-17-25

### **RESOLUTION #1-11-25**

# 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 17<sup>th</sup> day of November 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:

### **CLERK & MASTER**

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$54,683.00

INCREASE ACCOUNT 53400-709, entitled "Data Processing Equipment," in the amount of \$54.683.00

Budget transfer to put Cybersecurity Grant into budget.

#### JUVENILE COURT CLERK

INCREASE ACCOUNT 53520-106-DP1, entitled "Deputy Salary," in the amount of \$27,304.39

DECREASE ACCOUNT 53500-106-DP1, entitled "Deputy Salary," in the amount of \$27,304.39

Budget transfer to reclassify Juvenile Court Clerk per request from Mike Wilson.

### **EMERGENCY MANAGEMENT**

INCREASE REVENUE ACCOUNT 49800, entitled "Operating Transfer," in the amount of \$228,226.85

INCREASE ACCOUNT 54490-790, entitled "Other Equipment," in the amount of \$228,226.85

Budget transfer to put purchase of additional radio repeaters funded by HC 911 into the budget

### **EMPLOYEE BENEFITS**

INCREASE ACCOUNT 58600-207, entitled "Medical Insurance," in the amount of \$40,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance" in the amount of \$40,000.00

Budget transfer to fund additional employee portion of insurance premium January thru June.

**BE IT FURTHER 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 ///17/2025

RANDY GEIGER COUNTY MAYOR

#### phollingsworth@henrycountytn.org

Policies & Procedures

From:

Mike Wilson <mike.wilson@tncourts.gov>

Sent: To: Monday, July 28, 2025 1:33 PM

Subject:

Pat Hollingsworth Budget consideration

Pat,

Would you please submit this request to the budget committee?

I would like to break out the **Juvenile Court Clerk's salary** from the juvenile judge's budget and place it under my budget so that all my employee's salaries will be within my budget?

The current placement of that salary has caused some confusion, so I am asking to realign it to be more appropriate.

Respectfully,

Mike Wilson Henry County Circuit Court Clerk PO Box 429 101 W Washington ST, Suite 201 Paris, TN 38242 (731) 642-0461 office (731) 642-1244 fax mike.wilson@tncourts.gov

GOV	/ERNMI (cost reimb agents and	ursement	grant c	ontract with a				overnmental entity or their		
Begin Dat	e	End Dat	te		Agency Tracking #			Edison ID		
	10/01/2025		09	0/30/2027		31701-03714		N/A		
Grantee L	egal Entity Name	)						Edison Vendor ID		
Henry	County Gove	rnment						4223		
Subrecipi	ent or Recipient		Assist	Assistance Listing Number 97.137						
<b>∳</b> Sub	recipient									
$\mathrm{D}_{R}$	ecipient		Grant	ee's fiscal ye	ar end -	June 30, 2026				
Service C	aption (one line o	nly)								
State and Local Cybersecurity Grant Program										
Funding -		(		f		Lau	F			
FY	State	Federal		Interdepart		Other	T01	TAL Grant Contract Amount		
2026				\$5	54,683			\$54,683		
TOTAL:								\$54,683		
Grantee S	Selection Process	Summary	,							
[gj Com	petitive Selection	1		Tennessee has established a cybersecurity grant planning committee that is composed of at least one-half of the representatives having professional experience relating to cybersecurity or information technology. This committee is responsible for reviewing the applications and deciding on the award amounts based on the NOFO 2023						
D Non-	competitive Sele	ection								
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.							SE- GG			

Veronica Colemanion

Account Code (optional)

Speed Chart (optional) FA00003738

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

A motion was made by Commissioner Elizondo to approve Resolution 2-11-25, to authorize certain changes in the Budget for the Henry County Solid Waste Fund for Fiscal 2025-2026. The motion was seconded by Commissioner Humphreys.

ITEM NO. 9

HEM NO. 9									
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	is .	PASS
BURNS, PATRICK						X			
ELIZONDO, CHARLES			X		X				
FLOWERS, DAVID						X			
HAMILTON, MISSY						X			
HAYES, DAVID						X			
HIGGINS, JAMES					X				
HUMPHREYS, KENNETH				X	X			Į į	
McELROY, MELISSA					X				
NEAL, PAUL					X				
PRIMROSE,GATLIN	·					X			
STARKS, MONTE						X			
TRAVIS, JAY					X				
VISSER, MARTY					X				
WEBB, DAVID					X				
WILES, RALPH						X			
			ii-						
TOTAL					8	7			

MOTION CARRIED

DATE: 11-17-25

### **RESOLUTION #2-11-25**

# A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY SOLID WASTE FUND FOR FISCAL 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 Solid Waste 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 Solid Waste Fund; and,

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 17<sup>th</sup> day of November 2025, a majority or more of said membership concurring, that the budget for the Henry County Solid Waste Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 55751-422, entitled "Food Supplies," in the amount of \$4,500.00

DECREASE ACCOUNT 55751-330, entitled "Lease Payments," in the amount of \$500.00

DECREASE ACCOUNT 55751-336, entitled "Maintenance/Repair of Equipment," in the amount of \$1,000.00

DECREASE ACCOUNT 55751-599, entitled "Other Charges," in the amount of \$1,000.00

DECREASE ACCOUNT 55751-425, entitled "Gasoline," in the amount of \$1,000.00

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

INCREASE ACCOUNT 55710-207, entitled "Medical Insurance," in the amount of \$360.00

INCREASE ACCOUNT 55751-207, entitled "Medical Insurance," in the amount of \$3,240.00

### DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$3,600.00

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

PASSED 11/17/2025

RANDY GEIGER, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG COUNTY CLERK

APPROVED //

RANDY GEIGER COUNTY MAYOR

### Henry County Solid Waste

PO Box 7 450 Recycling Drive Paris, TN 38242 Office 731-336-3330 Fax 731-642-1729 Recycling Center 731-642-5170

Ronald Watkins, Manager

November 5, 2025

To:

Pat Hollingsworth, CFO

Henry County Budget Committee

From: Ron Watkins, Solid Waste Manager

Subject: Request for Budget Adjustment -

I am requesting a budget adjustment within the Solid Waste Fund 116 due to expenditures for Food Supplies for inmate meals in the solid waste department.

Recycling Center is currently working 5-6 inmates each day. These inmates are providing a valuable service to the center providing labor for sorting, unloading of trailers, vehicle maintenance, building and grounds maintenance and customer service. We feed inmates each Friday a good meal plus we purchase coffee supplies for inmates to have coffee in the mornings for their hard work. Due to increased costs of food supplies, we have almost depleted the food supply line. This line item was reduced in this year's budget (\$3500). Cost saving measures have been introduced to try and save going forward.

### **Budget Request:**

To cover the Food Supplies line this remaining budget year, I request the transfer of funds for the following lines:

- -Subtract \$500 from 116-55751-330 lease payments and add \$500 to 116-55751-422 Food Supplies.
- -Subtract \$1000 from 116-55751-336 Maintenance/Repair of Equipment and add \$1000 to 422 Food Supplies.

Subtract \$1000 from 116-55751-599 Other Charges and add \$1000 to 422 Food Supplies Subtract \$1000 from 116-55751-425 Gasoline and add \$1000 to 422 Food Supplies Subtract \$1000 from Unappropriated Fund Balance and add \$1000 to 422 Food Supplies

### ROLL CALL

### COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Humphreys made a motion to approve Resolution 3-11-25, to authorize certain changes in the budget for the Henry County General Purpose School Fund for Fiscal 2025-2026. The motion was seconded by Commissioner Elizondo.

ITEM NO. 10

HEM NO. 10	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	AI	5
							ABSTAIN	PASS
BURNS, PATRICK					X			
ELIZONDO, CHARLES				X	X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HIGGINS, JAMES					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					14	1		=

MOTION CARRIED

DATE: 11-17-25

### **RESOLUTION #3-11-25**

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 17<sup>th</sup> day of November 2025, a majority or more of said membership concurring, that the budget for the Henry County General Purpose School Fund be and hereby is amended as follows, to-wit:

Account N	umber Description			
State Spec	ial Education Pre-So	chool Grant	<u>Debit</u>	<u>Credit</u>
Increase R	evenue Account			
46515 9	16 Revenue	e-State Special Ed. Pre-K		\$50,700.02
Increase F				
increase E	xpenditure Account			
71200 16	3 Education	onal Assistants	\$19,044.3	0
71200 20	1 Social So	ecurity	\$1,180.7	5
71200 20	4 State Re	tirement	\$1,058.8	7
71200 20	7 Medical	Insurance	\$8,100.9	6
71200 21	2 Medicai	·e	\$276.1	.5
71200 42	9 Instruct	ional Materials & Supplie	\$8,050.0	0
71200 49	9 Other M	1aterials & Supplies	\$9,850.0	0
71200 72	5 Special	Educational Equipment	\$3,138.9	<u>9</u>
			\$50,700.0	2 \$50,700.02

<sup>\*\*</sup>Revision required to add State Approved grant into FY26 Budget.

Account Number Description								
<b>Public School Securi</b>	ty Grant	<u>Debit</u>	<u>Credit</u>					
Increase Revenue Ac								
46980 144	Public School Security Grant		\$58,175.13					
Increase Expenditur		9						
72620 790 144	Other Equipment	\$58,175.13	Ano 455 40					
***		\$58,175.13	\$58,175.13					
**Revision required	to add State Approved grant into th	ie FYZ6 Budget						
Account Number De	escription	Debit	Credit					
Voluntary Pre-K Gra		Debit	Credit					
voluntary FTE-K Gra	iii.							
Increase Revenue A	ccount							
46515 130	Voluntary Pre-K		\$1,500.60					
10020 200	,		γ a,σ σ σ σ σ					
Increase Expenditur	e Account							
73400 163 130	Educational Assistants	\$8,235.00						
73400 201 130	Social Security	\$508.71						
73400 204 130	State Retirement	\$416.02						
73400 212 130	Medicare	\$113.26						
73400 217 130	Hybrid Retirement	\$585.00						
Decrease Expenditu	re Account							
			4					
73400 116 130	Certified Teachers		\$30.08					
73400 207 130	Medical Insurance		\$5,676.26					
73400 422 130	Food Supplies	Ć0 057 00	\$2,651.05					
		\$9,857.99	\$9,857.99					
Account Number De	escription							
	hool Funds Debit Credit	Debit	Credit					
deneral i dipose se	noor and best create	Desire	<u> </u>					
Increase Revenue A	ccount							
40110	Property Tax		\$158,268.00					
.0220			<i>4 0 / 0 </i>					
Decrease Reserve A	ccount							
34785	Capital Reserve		\$200,000.00					
Increase Expenditu	•							
71100 722	Instructional Equipment	\$18,268.00						
72620 499 131	Playgrounds	\$340,000.00						
		\$358,268.00	\$358,268.00					

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

PASSED 1/17/2025

RANDY GEIGER, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG COUNTY CLERK

APPROVED 11/17/2025

RANDY GEIGER COUNTY MAYOR

### **Henry County Board of Education**

**Budget Revision** 

School Board Meeting- November 2025 County Commission-November 2025

State Speci	al Educa	ition Pre-Sch	ool Grant	Debit	Credit
Increase Re	venue /	Account			
46515		916	Revenue-State Special Ed. Pre-K		\$50,700.02
Increase Ex	penditu	re Account			
71200	163		Educational Assistants	\$19,044.30	
71200	201		Social Security	\$1,180.75	
71200	204		State Retirement	\$1,058.87	
71200	207		Medical Insurance	\$8,100.96	
71200	212		Medicare	\$276.15	
71200	429		Instructional Materials & Supplies	\$8,050.00	
71200	499		Other Materials & Supplies	\$9,850.00	
71200	725		Special Educational Equipment	\$3,138.99	
				\$50,700.02	\$50,700.02
**Revision i	equirea	to add State	Approved grant into FY26 Budget.		
Account Nu Public Scho		•		Debit	Credit
					Credit
ncrease Re 46980	venue A	144	Public School Security Grant		\$58,175.13
navana Ew		<b></b> A			
72620	790	re Account	Other Equipment	ĆEO 17E 12	
72020	750	144	Other Equipment	\$58,175.13	ĆEO 435 40
				\$58,175.13	\$58,175.13
**Revision ı	equirea	to add State	Approved grant into the FY26 Budget		
Account Nu		•			
Voluntary P	re-K Gr	ant		<u>Debit</u>	Credit
ncrease Re	venue A	ccount			
		130	Voluntary Pre-K		\$1,500.60
46515					
ncrease Ex	penditu				
ncrease Exp	penditu 163	130	Educational Assistants	\$8,235.00	
73400 73400			Social Security	\$8,235.00 \$508.71	
ncrease Ex 73400	163	130			
ncrease Ex 73400 73400	163 201	130 130	Social Security	\$508.71	8

### **Henry County Board of Education**

Budget Revision
School Board Meeting- November 2025
County Commission-November 2025

Account Nu Voluntary P		escription ant-continued	_	Debit	Credit
Decrease Ex	penditi	ure Account			
73400	116	130	Certified Teachers		\$30.08
73400	207	130	Medical Insurance		\$5,676.26
73400	422	130	Food Supplies		\$2,651.05
				\$9,857.99	\$9,857.99
Account Nu	mber D	escription			
General Pur		•	<b>—</b> 7	Debit	Credit
Increase Rev	enue A	ccount			
40110			Property Tax		\$158,268.00
Decrease Re	serve A	ccount			
34785			Capital Reserve		\$200,000.00
Increase Exp	enditu	re Account	_		
71100	722		Instructional Equipment	\$18,268.00	
72620	499	131	Playgrounds	\$340,000.00	
				\$358,268.00	\$358,268.00

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

A motion was made by Commissioner Humphreys to approve Resolution 4-11-25, to approve acceptance of State and Local Airport Development Grant Program. Commissioner Elizondo seconded the motion.

ITEM NO. 11

BURNS, PATRICK ELIZONDO, CHARLES FLOWERS, DAVID HAMILTON, MISSY HAYES, DAVID HIGGINS, JAMES HUMPHREYS, KENNETH McELROY, MELISSA NEAL, PAUL PRIMROSE, GATLIN STARKS, MONTE TRAVIS, JAY WISSER, MARTY WEBB, DAVID WILES, RALPH TOTAL  ABSENT MOTION SECOND AYE NOTO AYE AYE NOTO AYE AYE NOTO AYE	TIEM NO. II	-							
ELIZONDO, CHARLES    X		ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
FLOWERS, DAVID  HAMILTON, MISSY  HAYES, DAVID  HIGGINS, JAMES  HUMPHREYS, KENNETH  X  MELROY, MELISSA  NEAL, PAUL  PRIMROSE, GATLIN  STARKS, MONTE  TRAVIS, JAY  VISSER, MARTY  WEBB, DAVID  WILES, RALPH  MELROY, MELISSA  X  MELROY, MELROY, MELROY  X  MELROY, MELROY, MELROY  X  MELROY, MELROY, MELROY  X  MELROY, MELROY  MELROY, MELROY  X  MELROY, MELROY  MELROY, MELROY  X  MELROY, MELROY  MELR	BURNS, PATRICK					X			
HAMILTON, MISSY HAYES, DAVID HIGGINS, JAMES HUMPHREYS, KENNETH X MEELROY, MELISSA NEAL, PAUL PRIMROSE, GATLIN STARKS, MONTE TRAVIS, JAY VISSER, MARTY WEBB, DAVID WILES, RALPH X X  X  X  X  X  X  X  X  X  X  X  X	ELIZONDO, CHARLES				X	X			
HAYES, DAVID HIGGINS, JAMES  K HUMPHREYS, KENNETH  K MEELROY, MELISSA  NEAL, PAUL  PRIMROSE, GATLIN  STARKS, MONTE  TRAVIS, JAY  VISSER, MARTY  WEBB, DAVID  WILES, RALPH  K K K K K K K K K K K K K K K K K K	FLOWERS, DAVID					X			
HIGGINS, JAMES  HUMPHREYS, KENNETH  X  X  Meelroy, Melissa  NEAL, PAUL  PRIMROSE, GATLIN  STARKS, MONTE  TRAVIS, JAY  VISSER, MARTY  WEBB, DAVID  WILES, RALPH  X  X  X  X  X  X  X  X  X  X  X  X  X	HAMILTON, MISSY					X			
HUMPHREYS, KENNETH  X  X  X  McELROY, MELISSA  NEAL, PAUL  PRIMROSE, GATLIN  STARKS, MONTE  TRAVIS, JAY  VISSER, MARTY  WEBB, DAVID  WILES, RALPH  X  X  X  X  X  X  X  X  X  X  X  X  X	HAYES, DAVID					X			
McELROY, MELISSA       X       X         NEAL, PAUL       X       X         PRIMROSE, GATLIN       X       X         STARKS, MONTE       X       X         TRAVIS, JAY       X       X         VISSER, MARTY       X       X         WEBB, DAVID       X       X         WILES, RALPH       X       X         Image: Control of the property of the part of the par	HIGGINS, JAMES					X			
NEAL, PAUL       X       X       X         PRIMROSE, GATLIN       X       X       X         STARKS, MONTE       X       X       X         TRAVIS, JAY       X       X       X         VISSER, MARTY       X       X       X         WEBB, DAVID       X       X       X         WILES, RALPH       X       X       X         Image: Control of the	HUMPHREYS, KENNETH			X		X			
PRIMROSE,GATLIN  STARKS, MONTE  TRAVIS, JAY  VISSER, MARTY  WEBB, DAVID  WILES, RALPH  X  INCOMPANY INCOMP	McELROY, MELISSA					X			
STARKS, MONTE  TRAVIS, JAY  VISSER, MARTY  WEBB, DAVID  WILES, RALPH  X   X   X   X   X   X   X   X   X	NEAL, PAUL					X			
TRAVIS, JAY  VISSER, MARTY  WEBB, DAVID  WILES, RALPH  X  INCOMPANY IN THE PROPERTY IN THE PRO	PRIMROSE,GATLIN					X			
VISSER, MARTY  WEBB, DAVID  WILES, RALPH  X  INCOMPANY I	STARKS, MONTE					X			
WEBB, DAVID  WILES, RALPH  X  IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	TRAVIS, JAY					X			
WILES, RALPH  X	VISSER, MARTY					X			
	WEBB, DAVID					X			
TOTAL 15	WILES, RALPH					X			
TOTAL 15									
TOTAL 15									
TOTAL 15									
	TOTAL					15			

MOTION APPROVED

DATE: 11-17-25

### **RESOLUTION NO. 4-11-25**

## A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS APPROVING ACCEPTANCE OF STATE AND LOCAL AIRPORT DEVELOPMENT GRANT PROGRAM

WHEREAS, Henry County has been awarded a grant from the State of Tennessee Department of Transportation for the provision of Airport Development, as further defined in the "Scope of Services and Deliverables" more particularly described in the grant contract attached as *Exhibit A* for the purposes therein contained; and

WHEREAS, acceptance and implementation of the Grant will promote the welfare and is in the best interests of the citizens and residents of the County; and

WHEREAS, the County Commission finds that acceptance of the Grant is consistent with County priorities and prudent fiscal management; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 17<sup>th</sup> day of November 2025, a majority or more of the members concurring, as follows:

- 1. Henry County hereby accepts the Grant subject to the terms and conditions contained in the Grant Contract.
- 2. The County Mayor is hereby authorized and directed to execute the Grant Contract and any documents reasonably necessary to carry out the purposes of the Grant, including certifications, assurances, reports, and amendments that do not materially increase the County's financial obligations or alter the scope of work.
- 3. The State of Tennessee Department of Transportation is designated to administer the Grant, ensure compliance with all applicable federal, state, and grantor requirements, and maintain all records required for monitoring, audit, and reporting.
- 4. The County hereby appropriates the Grant funds for the purposes stated in the Grant Contract. The Finance Director is authorized to establish the appropriate revenue and expenditure accounts and to process any necessary budget amendments

**BE IT FINALLY RESOLVED** A true and correct copy of this resolution shall be spread upon the minutes of this meeting.

PASSED\_1//17/2025

RANDY GEIGER, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG COUNTY CLERK

APPROVED ///

RANDY GEIGER COUNTY MAYOR



03-05-25 GG TAD Project Number: 40-555-0166-25 TAD Contract Number: AERO-25-279-00 Federal Grant Number: 3-47-SBGP-101



AGRICULTURAL TEST	1167 11-2	ursement	grant c	ontract with a		ONTRAC or Tennessee k	-	governmental entity or their		
Begin Dat	e	End Da	te		Agenc	y Tracking #		Edison ID		
	4/11/2025		4	1/10/2027		40100-515	61	87779		
Grantee L	egal Entity Name							Edison Vendor ID		
Henry	y County							4223		
	ent or Recipient ubrecipient		Assis	tance Listing	Number	r: 20.016				
Re	ecipient		Grant	ee's fiscal ye	ar end -	June 30th				
Service Caption (one line only)										
Repla	ce Airfield Light	ing (IIJA)								
Funding -	_ State	Federal		Interdesect	montal	Other	TO	FAL Grant Contract Amount		
2025	\$3,000.00	\$114,0			\$120,000.00					
2020								, ,		
TOTAL:	\$3,000.00	\$114,0	00.00			\$3,000.00		\$120,000.00		
1										
Grantee S	Selection Process	Summar	v							
	petitive Selection			progra Aeron projec establ prese amou reque	am must autics Dot reques lished crinted to the total to the total to the tights will be autical.	submit a letter of ivision. The Aeroi ts monthly. The iteria and policies he Commissioner e based upon avad such funding wi	requinaution review The for a	sponsor or educational est and an application to the est Division staff reviews all w is based on the Division's e review results are pproval. Grant award e funds and the amount continued in order of		
Non-competitive Selection Describe the reasons for a non-competitive grantee selection										
Non-	competitive Sele	ection		Descr proce		easons for a non-	com	petitive grantee selection		
Budget O	officer Confirmati tion from which ob o be paid that is n	on: There	ereund	proce lance in the er are				petitive grantee selection SE - GG		

# GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND HENRY COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Henry County, hereinafter referred to as the "Grantee," is for the provision of Airport Development, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4223

### A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two**, is incorporated in this Grant Contract.

### B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **April 11, 2025** ("Effective Date") and extend for a period of **twenty-four (24) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **four (4)** renewal options under the same terms and conditions for a period not to exceed **twelve (12)** months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of **sixty (60)** months.

#### C. **PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Three is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary C.3. costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all C.5. necessary supporting documentation, and present such to:

Department of Transportation – Aeronautics Division https://www.blackcataviation.com

- Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1)Invoice/Reference Number (assigned by the Grantee).
  - Invoice Date
  - (2) (3) Invoice Period (to which the reimbursement request is applicable).
  - (4)Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Transportation - Aeronautics Division
  - (6)Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7)Grantee Name.
  - (8)Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract
  - (9)Grantee Remittance Address.
  - Grantee Contact for Invoice Questions (name, phone, or fax). (10)
  - Itemization of Reimbursement Requested for the Invoice Period—it must detail, (11)at minimum, all of the following:
    - The amount requested by Grant Budget line-item (including any travel i. expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - The amount reimbursed by Grant Budget line-item to date. ii
    - iii. The total amount reimbursed under the Grant Contract to date.
    - The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
  - a. The Grant Budget specifies a Grantee Match Requirement, and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. <u>State's Right to Set Off.</u> The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount 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, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. <u>Lobbying</u>. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Oliver Ruff
Aviation Technical Specialist
TN Dept. of Transportation — Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Randy Geiger County Mayor Henry County 1949 Diggs Rd Paris, TN 38242

Email: rgeiger@henrycountytn.org

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. <u>Nondiscrimination</u>. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee

shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. <u>HIPAA Compliance</u>. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
  - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this

Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the

State, and the State is a pass-through entity. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars (\$1,000,000) shall apply.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200</a> main 02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee

agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, 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.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

#### E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.4. <u>Davis-Bacon Act and Copeland Anti-Kickback Act.</u> As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E.5. <u>Title VI Compliance.</u> Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing <u>all</u> of the following items:
  - a. Provide name and contact information of Grantee's Title VI Coordinator to State.

03-05-25 GG TAD Project Number: 40-555-0166-25 TAD Contract Number: AERO-25-279-00 Federal Grant Number: 3-47-SBGP-101

- Ensure Policies and Procedures Manual contains a Title VI section with information on:
   (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;
   (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <a href="https://www.tn.gov/tdot/civil-rights/title-vi-program/title-vi--training.html">https://www.tn.gov/tdot/civil-rights/title-vi-program/title-vi--training.html</a>

E.6. <u>Grantee Match.</u> Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.7. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.8. <u>Airport Operations</u>. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.9. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant assurances
- E.10. <u>No Retainage Allowed</u>. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.11. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

- E.12. <u>Travel Requirements</u>. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
  - The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- E.13. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

The payment rate in Section C.3 shall constitute the entire compensation due the Grantee for associated deliverables, as outlined in Section A.2, and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- E.14. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of e ach procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.
- E.15. Improper Use of Federal Funds. The State and Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any projects upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State and Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- E.16. Indirect Costs State and Sponsor. The State may allow a Sponsor to charge indirect costs under this award by applying the indirect cost rate, as approved by a Federal cognizant agency and as identified in the subgrant, to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the Projects. The State may charge indirect project costs under this Grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

- E.17. <u>Ban on Texting While Driving.</u> In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
  - a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
  - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- E.18. <u>Financial Reporting and Payment Requirements</u>. The State and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- E.19. Completion of Project and Repayment of Funds. The Grantee agrees to use best efforts to ensure timely completion of the Project. If the Grantee elects not to complete the Project, then the Grantee shall notify the State in writing within thirty (30) days after having made such determination and, at the discretion of the State, the Grantee may be required upon written notice to repay to the State some or all of the funds paid to the Grantee pursuant to this Agreement. The State shall have the sole determination over the amount of funds owed by the Grantee. If the State determines that any funds are owed by the Grantee, the Grantee shall pay said funds within one hundred eighty (180) days of receipt of written notice from the State.
- E.20. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).
  - a. Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR § 25.110, the State and Sponsor must maintain the currency of its information in SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State review and update, and will require the Sponsor review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <a href="http://www.sam.gov">http://www.sam.gov</a>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <a href="https://sam.gov/content/entity-registration">https://sam.gov/content/entity-registration</a>.
- E.21. Employee Protection from Reprisal.
  - a. Prohibition of Reprisals:
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:
      - Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
      - A member of Congress or a representative of a committee of Congress;

- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal office or employee responsible for oversight of a grant program;
- A court or grand jury;
- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- d. The State must insert this clause on employee protection from reprisal in all subgrants that result from this Grant Agreement.

#### E.22. Trafficking in Persons.

- a. Posting of contact information.
  - 1. The State and Sponsor, as applicable, must post the contact information of the National human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. Provisions applicable to a recipient that is a private entity.
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
  - d. Provisions applicable to any recipient.
    - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
    - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
      - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
    - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
  - e. Definitions. For purposes of this Grant Condition:
    - 1, "Employee" means either:
      - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
    - "Forced labor" means labor obtained by any of the following methods: the
      recruitment, harboring, transportation, provision, or obtaining of a person for labor
      or services, through the use of force, fraud, or coercion for the purpose of
      subjection to involuntary servitude, peonage, debt bondage, or slavery.
    - 3. "Private entity":
      - Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
      - ii. Includes:
        - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
        - b) A for-profit organization.
    - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- E.23. <u>Title VI of the Civil Rights Act.</u> As a condition of a grant award, the State and Sponsor, as applicable, shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport

and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The State and Sponsor, if applicable, shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The State and Sponsor, if applicable, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

E.24. Airport Infrastructure Grant Funds. \$114,000.00 of the total maximum obligation Identified in Condition No. 1, Maximum Obligation, of this Grant Agreement are apportioned under P.L. 117-58, Division J, Title VIII. The State understands and agrees that these funds will be used at the locations and in the amounts listed below for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by P.L. 117-58, Division J, Title VIII:

Airport Name: Henry County Airport, Project Description: Reconstruct Runway Lighting, Project Amount: \$120,000.00

- E.25. Ineligible or Unallowable Costs. In accordance with P.L. 117-58, Division J, Title VIII and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
- E.26. Completing the Project without Delay and in Conformance with Requirements. The State must assure, and must require the Sponsor to assure, that projects are carried out and completed without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report and request prior approval from the State or FAA any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3(b).

## E.27. Audits for Sponsors

PRIVATE SPONSORS. When the Period of Performance has ended, the Sponsor must provide a copy of an audit of this subaward prepared in accordance with Federal audit requirements to the State. A Sponsor expending less than \$1,000,000 in Federal awards and exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

- E.28. <u>Applicable Federal Anti-Discrimination Laws.</u> Pursuant to Section (3)b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:
  - a. Agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
  - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
- E.29. Federal Law and Public Policy Requirements. The State and Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the State and Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
- E.30. National Airspace System Requirements
  - a. The State and Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The State and Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
  - b. If FAA determines that the State and Sponsor has violated subsection (a), the FAA may impose a remedy, including:
    - (1) additional conditions on the award;
    - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339 200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
    - (3) any other remedy legally available.
  - In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

- d. The State and Sponsor acknowledges that amounts that the FAA requires the State or Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
- E.31. <u>Title 8 U.S.C., Chapter 12, Subchapter II Immigration</u>. The State and Sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.
- E.32. Environmental. The environmental approval for this project was issued on 3/24/2025. This project includes the following mitigation measures: No mitigation measures. The State and Sponsor understand and agree to complete the above-listed mitigation measures to standards satisfactory to the FAA or State. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
- E.33. Plans and Specifications Prior to Bidding. The State and Sponsor agree to submit plans and specifications for FAA review prior to advertising for bids.
- E.34. Consultant Contract and Cost Analysis. The State and Sponsor understand and agree that no reimbursement will be made on the consultant contract portion of this Grant until the FAA or State has received the consultant contract, the Sponsor's cost analysis, and the independent fee estimate.
- E.35. Design Grant. This Grant Agreement is being issued in order to complete the design of a project funded under this Grant Agreement. The State and Sponsor understand and agree, that within two (2) years after the design is completed, the State and Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The State and Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the State and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- E.36. <u>Buy American Executive Orders</u>. The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- E.37. <u>Usable Unit of Development.</u> The FAA and the State and Sponsor, agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

03-05-25 GG TAD Project Number: 40-555-0166-25 TAD Contract Number: AERO-25-279-00 Federal Grant Number: 3-47-58GP-101

HENRY COUNTY:	40-555-0166-25
GRANTEE SIGNATURE	DATE
RANDY GEIGER, COUNTY MAYOR	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above	ve)
TENNESSEE DEPARTMENT OF TRANSPORTATION:	
WILL REID, COMMISSIONER	DATE
AS APPROVED AS TO FORM AND LEGALITY:	
LESLIE SOUTH, GENERAL COUNSEL	DATE

IN WITNESS WHEREOF,

03-05-25 GG TAD Project Number: 40-555-0166-25 TAD Contract Number: AERO-25-279-00 Federal Grant Number: 3-47-SBGP-101

## ATTACHMENT ONE

## **PAGE ONE**

OMB Number: 4040-0004 Expension Date: 11/30/2025

Application for Fe	deral Assistance	SF-424	
*1. Type of Submissi	ion; *2	2. Type of Applicati	ion * If Revision, select appropriate letter(s):
☐ Preapplication	12	New New	
Application	C	Continuation	* Other (Specify)
Changed/Correct	ed Application	Revision	
*3, Date Received:	4. Aş	oplicant Identifier:	
5a. Federal Entity Ide	entifier		*5b, Federal Award Identifier:
State Use Only:			
6. Date Received by	State:	7. State Ap	plication Identifier;
8. APPLICANTINFO	RMATION:		
*a. Legal Name: He	nry County, Tenne	essee	
*b. Employer/Taxpay 62-6000667	er Identification Nun	nber (EIN/TIN):	*c. UEI: 078590734
d. Address:			
*Street 1:	101 West Washir	ngton St.	
Street 2:			
*City:	Paris		
County/Parish:			
*State:	TN		
*Province:	Henry		
*Country:	USA: United State	es	
*Zip / Postal Code	38242-0000		
e. Organizational Ur	nit:		
Department Name: Henry County Airpo	ort		Division Name:
4 Name and contac	t information of pe	rson to be contac	ted on matters involving this application:
Prefix:	*First Nan	ne: Bob	
Middle Name:			
*Last Name: No	lan		The state of the s
Suffix:			
Title:			
Organizational Affiliati	ion;		
*Telephone Number:			Fax Number:
*Email:			

03-05-25 GG TAD Project Number: 40-555-0166-25 TAD Contract Number: AERO-25-279-00 Federal Grant Number: 3-47-58GP-101

## ATTACHMENT ONE PAGE TWO

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type:  B: County Government  Type of Applicant 2: Select Applicant Type:  Pick an applicant type
Type of Applicant 3: Select Applicant Type: Pick an applicant type *Other (Specify)
*10, Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: 20.106  CFDA Title: Airport Improvement Program
*12. Funding Opportunity Number:  *Title:
13. Competition Identification Number:  Title:
14. Areas Affected by Project (Cities, Counties, States, etc.): Henry County Airport, Henry County, Tenessee
*15. Descriptive Title of Applicant's Project: Replace Airfield Lighting
Attach supporting documents as specified in agency instructions.

## ATTACHMENT ONE PAGE THREE

Application for Federal	Assistance SF-4	24		
16. Congressional District	s Of:			
*a. Applicant: TN-08		*1	. Program/Project:	TNLOR
Attach an additional list of P	rogram/Project Cong			
17. Proposed Project:				
*a. Start Date: 11/15/2025			b. End Date: 04/1	15/2026
18. Estimated Funding (\$):				, w.
a. Federal	\$ 114,000			
b. Applicant	\$ 3,000	TOOT USE ONLY		
c. State	\$ 3,000	Rest Tair: 2025		3 2 2
d. Local	\$0	Acres \$114,000.00	. Ant Signature:	7.8.8.
e, Other	\$0	\$3.000.00 sees \$3.000.00	TAE Signature:	
. Program Income	\$0			
g. TOTAL	\$ 120,000	STATE OF THE PARTY		
th any resulting terms if I are to comment, civil, or admin	ccept an award. I an istrative panalties (I	i aware that any false, fill S. Code, Tills 218, Se	altious, or frauduler ction 1001).	ans** and (2) that the statements ed assurances** and agree to compt at statements or claims may subject s contained in the announcement or
uthorized Representative				
elix: Mr.	*First Name	Randy		
ddle Name:	1.34 54 8 8888 100	# # # # # # # # # # # # # # # # # # #	**************************************	b above mens accordinate that the proposition of the americans of
ast Name: Geiger	AND UNION SCHOOL SERVICE STATE OF THE SERVICE STATE			
Mia:	PPP of Paris harder de commence samples proprié		with a latitude intendicional physiquescocides and	endindens institutional alguns
tle: Mayor				
elephone Number: (731)6/	12-5212		Fax Number:	
mall: rgeiger@henrycour			- serving Wit.	
		1700		T
ignature of Authorized Repr	Beautative.	Likere	to 3	*Date Signed: 3/19/2075

## ATTACHMENT TWO PAGE ONE

## **Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier	
(SAM) Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-101-2025
Federal award date	July 2, 2025
Subaward Period of Performance Start and	4/11/2025 – 4/10/2027
End Date	4/11/2023 - 4/10/2027
Subaward Budget Period Start and End Date	July 1, 2025 – June 30, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	4/11/2025
Grant contract's end date	4/10/2027
Amount of federal funds obligated by this grant contract	\$114,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the	\$6,368,154.00
pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Reconstruct Runway 02/20 Lighting – Phase 1, Design
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass- through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 40-555-0166-25.

Any questions please contact your Program Monitor at 615-741-3208.

## **ATTACHMENT THREE PAGE ONE**

GRANT	BUDGET		
Henry County: Replace Airfield Lighting (IIJA)			AERO-25-279-00
The Grant Budget line-item amounts below shall be a following	pplicable only to ex	pense incurred d	uring the
Applicable Period: BEGIN: 4/11/2025	END: 4/1	0/2027	
EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
Salaries, Benefits & Taxes	0.00	0.00	0.0
Professional Fee, Grant & Award <sup>2</sup>	\$117,000.00	\$3,000.00	\$120,000.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.0
Travel, Conferences & Meetings	0.00	0.00	0.0
Interest <sup>2</sup>	0.00	0.00	0.00
Insurance	0.00	0.00	0.00
Specific Assistance To Individuals	0.00	0.00	0.00
Depreciation <sup>2</sup>	0.00	0.00	0.00
Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
Capital Purchase <sup>2</sup>	0.00	0,00	0.00
Indirect Cost	0.00	0.00	0.00
In-Kind Expense	0.00	0.00	0.00
GRAND TOTAL	\$117,000.00	\$3,000.00	\$120,000.00

Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <a href="https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E">https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E</a>) and CPO Policy 2013-007 (posted online at <a href="https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html">https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html</a>).

<sup>&</sup>lt;sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>&</sup>lt;sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

#### ATTACHMENT THREE PAGE TWO

### **GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Replace Airfield Lighting (IIJA)	\$120,000.00
TOTAL	\$120,000.00

40-555-0166-25

Project Breakdown: TX00366620

\$114,000.00 95% Federal G101 (IIJA) \$ 3,000.00 2.5% State \$ 3,000.00 2.5% Local \$120,000.00 100%

Grant Total:

## **ROLL CALL**

## COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Burns made a motion to approve Resolution 5-11-25, to appoint certain Citizens and Commissioners to various Boards, Committees, and Positions. The motion was seconded by Commissioner McElroy.

ITEM NO. 12

ITEM NO. 12		vi			V			- 13
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK			X					
ELIZONDO, CHARLES								
FLOWERS, DAVID								
HAMILTON, MISSY								
HAYES, DAVID								
HIGGINS, JAMES								
HUMPHREYS, KENNETH			-					
McELROY, MELISSA				X				
NEAL, PAUL								
PRIMROSE,GATLIN								
STARKS, MONTE								
TRAVIS, JAY								
VISSER, MARTY								
WEBB, DAVID								
WILES, RALPH								
TOTAL								
				L				

VOICE VOTE CARRIED

DATE: 11-17-25

### **RESOLUTION NO. 5-11-25**

## 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 appointment to said boards, committees, commissions, and positions.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 17<sup>th</sup> day of November 2025, a majority or more of said Commissioner's concurring, that:

**SECTION 1:** The following be and hereby is appointed to the <u>Adult Oriented</u>
Establishment Board to fill the term of Bryan D. Carter which expires September 2026.

a. James Higgins

**SECTION 2**: The following be and hereby is appointed to the <u>Aging Committee</u> to fill the term of Bryan D. Carter which expires May 2026.

a. James Higgins

**SECTION 3:** The following be and hereby is appointed to the <u>Beer Board</u> to fill the term of Bryan D. Carter which expires January 2026

a. James Higgins

**SECTION 4:** The following be and hereby is appointed to the <u>Codes Enforcement Study</u> <u>Committee</u> to fill the term of Bryan D. Carter which expires September 2026.

a. James Higgins

**SECTION 5:** The following be and hereby is appointed to the <u>Health Insurance Committee</u> to fill the term of Bryan D. Carter which expires January 2026.

a. James Higgins

**SECTION 6:** The following be and hereby is appointed to the <u>Henry County Tourism</u> <u>Authority Committee</u> to fill the term of Bryan D. Carter which expires September 2026.

a. James Higgins

**SECTION 7:** The following be and hereby is appointed to the <u>Non-Profit Study</u> <u>Committee</u> to fill the term of Bryan D. Carter which expires September 2026.

a. James Higgins

**SECTION 8:** The following be and hereby is appointed to the <u>Solid Waste Committee</u> to fill the term of Bryan D. Carter which expires January 2027.

a. James Higgins

**SECTION 9:** The following be and hereby is appointed to the <u>Airport Committee</u> to fill the term of Bryan D. Carter which expires January 2030.

a. David Flowers

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

**BE IT FURTHER RESOLVED** that this Resolution shall take effect upon its passage by this Board of County Commissioners and approval by the County 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 1//17/2025

RANDY GEIGER, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG COUNTY CLERK

APPROVED\_///

RANDY GEIGER

HENRY COUNTY MAYOR

## **ROLL CALL**

## COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Visser made a motion to approve Resolution 6-11-25, to give authority to enter into an Agreement with TLM Associates, INC. The motion was seconded by Commissioner Elizondo.

ITEM NO. 13

TIEM NO. 13							-	
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK						X		
ELIZONDO, CHARLES				X	X			
FLOWERS, DAVID						X		
HAMILTON, MISSY							X	
HAYES, DAVID						X		
HIGGINS, JAMES					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA						X		
NEAL, PAUL						X		
PRIMROSE,GATLIN						X		
STARKS, MONTE						X		
TRAVIS, JAY						X		
VISSER, MARTY			X		X			:2
WEBB, DAVID						X		
WILES, RALPH						X		
Tr.								
								,
TOTAL					4	10	1	

MOTION FAILED

DATE: 11-17-25

#### **RESOLUTION NO. 6-11-25**

# A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO GIVE AUTHORITY TO ENTER INTO AN AREEMENT 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 17<sup>th</sup> day of November, 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



## 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

The Owner and Architect agree as follows.

#### 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.

#### 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.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997. 2007 and 2017. All rights reserved. "The American Institute of Architects," "American institute of Architects," "AlA," the AiA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:24:23 on 08/12/2025 under Order No.20240061895 which expires on 09/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

(1162696504)

4

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<sup>TM</sup>—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:

lnit.

AIA Document B101 – 2017, Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved, "The American Institute of Architects," "American Institute of Architects," "AlA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:24:23 on 08/12/2025 under Order No.20240061895 which expires on 09/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com

User Notes:

.

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

Civil Engineer:

TLM Associates, Inc. 117 E. Lafayette St. Jackson, TN 38301 731-988-9840

Other, if any:

(List any other consultants and contractors retained by the Owner.

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

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

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," \*American Institute of Architects," \*Ala," the AIA Logo, and \*AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:24:23 on 08/12/2025 under Order No.20240061895 which expires on 09/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com User Notes:

(1162696504)

- § 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 E203TM 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 E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-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
- § 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.

- § 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 polices 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

8

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,
  - 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.

§ 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<sup>TM</sup>–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
- § 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
- § 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

init.

AlA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AlA," the AlA Logo, and "AlA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:24:23 on 08/12/2025 under Order No.20240061895 which expires on 09/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AlA Contract Documents. Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

(1162696504)

Supplemental Services	Responsibility
P. A.A.B. Cl. 1. 1. 1. 1. 1. 1. 1.	(Architect, Owner, or not provided)  Not Provided
4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	
§ 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

Init.

§ 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.

AIA Document B101 – 2017 Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects, This document was produced at 11:24:23 on 08/12/2025 under Order No.20240061895 which expires on 09/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents." Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

(1162696504)

- 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:
  - 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;
  - Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - 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)

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- 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;
- Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- 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;
- 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,
  - 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;
  - Evaluating an extensive number of Claims as the Initial Decision Maker; or,
  - 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:
  - One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the
  - 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
  - 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.

Init.

ŧ

AIA Document B101 – 2017. Copyright © 1974. 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AlA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:24:23 on 08/12/2025 under Order No. 20240061895 which expires on 09/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents." Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

- § 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 1, the Owner shall fulfill its responsibilities as required in AIA Document E204<sup>TM</sup>—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

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
  - give written approval of an increase in the budget for the Cost of the Work; .1
  - authorize rebidding or renegotiating of the Project within a reasonable time; .2
  - .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

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
[ X ]	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 iurisdiction.

#### § 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

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.

#### 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

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

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

Init.

- § 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.)

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AlA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11.24:23 on 08/12/2025 under Order No.20240061895 which expires on 09/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents. Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

§ 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	Forty	percent (	40	%)
Phase				
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%1
Total Basic Compensation	one hundred	percent (	100	0/0)

- § 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:
  - 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;
  - Printing, reproductions, plots, and standard form documents; 4
  - 5 Postage, bandling, and delivery:
  - Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
  - Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
  - 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:
  - All taxes levied on professional services and on reimbursable expenses;
  - .10 Site office expenses;
  - Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
  - Other similar Project-related expenditures.

§ 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<sup>TM</sup>-2017, Standard Form Agreement Between Owner and Architect

AIA Document E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

NA

Init.

AIA Document B101 – 2017 Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. 'The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:24:23 on 08/12/2025 under Order No.20240061895 which expires on 09/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents" Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

(1182696504)

#### 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.
  - o Floor Plans
  - c Ceiling Plans
  - o Door and Hardware Plans
  - o Interior and Exterior Elevation Plans
  - o Finishes
  - o All necessary details for construction
  - o Mechanical Plans
  - Plumbing Plans
  - o 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)



#### 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.





#### ROLL CALL

# COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

A motion was made by Commissioner Burns and seconded by Commissioner Flowers to allocate up to \$65,000.00 to renovate 4,000 square foot of the back end of the 311 East Wood St. Building to get it prepared to lease to the Tennessee Rehabilitation Center.

ITEM NO. 14

ITEM NO. 14			,	,				
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK			X		X			
ELIZONDO, CHARLES					X			
FLOWERS, DAVID				X	X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HIGGINS, JAMES					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE,GATLIN					X			`
STARKS, MONTE					X			
TRAVIS, JAY	0				X			
VISSER, MARTY					X			
WEBB, DAVID					X			n
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE: 11-17-25

#### **ROLL CALL**

# COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Travis made a motion and Commissioner Humphreys seconded to approve Resolution 7-11-25, to urge the Tennessee General Assembly to impose a Mineral Severance Tax in Henry County by Private Act.

ITEM NO. 15

TIEM NO. 15									_
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS	
BURNS, PATRICK					X				
ELIZONDO, CHARLES					X			3	
FLOWERS, DAVID					X				
HAMILTON, MISSY					X				
HAYES, DAVID						X			1
HIGGINS, JAMES					X				1
HUMPHREYS, KENNETH				X	X				1
McELROY, MELISSA					X				1
NEAL, PAUL					X				1
PRIMROSE,GATLIN					X				
STARKS, MONTE					X				1
TRAVIS, JAY			X		X				1
VISSER, MARTY					X				1
WEBB, DAVID					X				1
WILES, RALPH					X				
TOTAL					14	1			
	1	The state of the s						-1	

MOTION CARRIED

DATE: 11-17-25

#### **RESOLUTION NO. 7-11-25**

# RESOLUTION TO URGE THE TENNESSEE GENERAL ASSEMBLY TO IMPOSE A MINERAL SEVERANCE TAX IN HENRY COUNTY BY PRIVATE ACT

WHEREAS, it is in the best interest of the citizens and residents of Henry County, Tennessee, that a mineral severance tax (to include, without limitation, a tax on the severance of clay and titanium) be levied for purposes of funding the construction and maintenance of county roads; and

WHEREAS, this Body has previously levied a tax on the severance of sand, gravel, sandstone, chert and limestone pursuant to T.C.A. § 67-7-201 et seq. but lacks statutory authority to impose a tax severance tax on other minerals and therefore needs a Private Act of the Tennessee General Assembly to impose such a tax;

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Henry County Tennessee assembled in regular session on this 17<sup>th</sup> day of November 2025, and at least 2/3rds majority or more of said Commissioner's concurring that:

- 1. The State Senator and State Representatives representing the citizens of Henry County, Tennessee, are requested to introduce a Private Act, all members of the Tennessee General Assembly are requested to pass a Private Act, and the Governor is requested to sign into law a Private Act which would levy a mineral severance tax (to include, without limitation, a tax on the severance of clay and titanium) on minerals severed from the ground within Henry County for purposes of funding the construction and maintenance of Henry County roads.
- 2. The maximum rate for the tax contemplated in this resolution is requested to be the same as the maximum rate of the tax authorized by T.C.A. § 67-7-201 et seq. (as may be increased from time to time).
- 3. The County Attorney is requested to draft, and the County Mayor is authorized to approve the form of the proposed Private Act contemplated by this resolution—and the draft shall be submitted to said State Senator and State Representatives for consideration (understanding the language will be subject to amendment prior to passage by the General Assembly).
- 4. The County Clerk is requested to forward a copy of this resolution to said State Senator and State Representatives.
- 5. A true and correct copy of this resolution shall be spread upon the minutes of this meeting.

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

PASSED 11/17/2025

RANDY GEIGER, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG, COUNTY CLERK

APPROVED\_ [//17/2025

RANDY GEIGER COUNTY MAYOR

#### ROLL CALL

# COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK PARIS, TENNESSEE

Commissioner Starks made a motion to table Resolution 8-11-25, authorizing and directing the creation of a County Position known as "Code Enforcer". The motion was seconded by Commissioner Flowers.

ITEM NO. 16

TIEM NO. 16	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	7	
							ABSTAIN	PASS
BURNS, PATRICK								
ELIZONDO, CHARLES								
FLOWERS, DAVID				X				
HAMILTON, MISSY								
HAYES, DAVID								,
HIGGINS, JAMES								
HUMPHREYS, KENNETH								
McELROY, MELISSA								
NEAL, PAUL								
PRIMROSE,GATLIN								
STARKS, MONTE			X					
TRAVIS, JAY								
VISSER, MARTY								
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED TO TABLE

DATE: 11-17-25

#### **RESOLUTION NO. 8-11-25**

# A RESOLUTION OF THE HENRY COUNTY COMMISSION AUTHORIZING AND DIRECTING THE CREATION OF A COUNTY POSITION KNOWN AS "CODE ENFORCER"

WHEREAS, the Henry County Commission recognizes the need for effective enforcement of flood plain and litter abatement regulations to protect the health, safety, and welfare of the citizens of the County; and

WHEREAS, the Commission finds it necessary to establish a dedicated position to oversee and enforce compliance with flood plain management, litter control, and related matters;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 17<sup>th</sup> day of November, 2025, a majority or more of the members concurring, that

#### 1. Creation of Position

There is hereby created a new county position title "Code Enforcer" within the Henry County Mayor's Office.

#### 2. Duties and Responsibilities

The primary responsibilities of the Code Enforcer shall include, but not be limited to:

- o Administration and enforcement of flood plain permitting regulations;
- Oversight and enforcement of litter abatement regulations;
- Additional duties as outlined in the job description attached hereto as Exhibit
   A, which is incorporated herein by reference.

#### 3. Compensation

The Code Enforcer shall receive an annual salary of \$42,000.00, subject to budgetary appropriations, applicable personnel policies, and cost of living adjustments as may be approved by the County Commission from time to time.

#### 4. Supervision and Authority

The Code Enforcer shall report directly to the County Mayor, who shall have the authority to hire, discharge, and supervise the employee in accordance with county personnel policies and procedures.

#### 5. Effective Date

This Resolution shall take effect upon its passage, 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	
	RANDY GEIGER, CHAIRMAN
	HENRY COUNTY COMMISSION
	DONNA CRAIG
	COUNTY CLERK
APPROVED	
	RANDY GEIGER
	COUNTY MAYOR

**Job Title: Codes Enforcement Officer** 

**Department:** Henry County Planning & Zoning / Environmental Compliance

**Reports To:** County Mayor / Codes Enforcement Committee

#### **Position Summary:**

The Henry County Codes Enforcement Officer is responsible for enforcing county ordinances and applicable state and federal laws related to property health and safety, environmental protection and floodplain management The position plays a key role in maintaining the health, safety, and overall appearance of Henry County by addressing violations such as illegal dumping, used tire disposal, overgrown lots, junk accumulation, and vector control issues.

This position also provides administrative and field support to the **County Planning Commission** and assists the **County Litter Program and Emergency Management Office**, ensuring effective coordination in environmental cleanup, code compliance, and community disaster recovery initiatives.

#### **Key Responsibilities:**

#### 1. Property Health & Safety Enforcement

- Respond to reports of unsafe, unsanitary, or unsightly property conditions throughout the unincorporated areas of county.
- Enforce regulations regarding:
  - Overgrown vegetation and neglected lots
  - o Inoperable or junk vehicles
  - o Accumulated solid waste, debris, or scrap materials
  - o Dilapidated or unsafe structures presenting public hazards
- Monitor for potential vector breeding sites and coordinate with public health agencies as needed.
- Issue warnings, citations, and formal notices of violation while maintaining fair and consistent enforcement.

### 2. Floodplain Management Compliance

- Coordinate permitting, inspections, and enforcement of floodplain development regulations as the County Floodplain Administrator.
- Inspect new developments and existing structures in Special Flood Hazard Areas (SFHAs) for compliance with Henry County's Floodplain Ordinance.
- Coordinate permitting, inspections, and enforcement of floodplain development regulations as the County Floodplain Administrator.
- Investigate complaints involving unauthorized construction, grading, or fill within designated floodplains.
- Maintain documentation and mapping required by FEMA and TEMA to support the County's participation in the National Flood Insurance Program (NFIP).
- Assist county emergency management office during local disaster events lending support with emergency management activities such as EOC operations, damage assessment, debris removal, and community recovery operations.

## 3. Illegal Dumping & Tire Disposal Enforcement

- Investigate incidents of illegal dumping of garbage, construction debris, or used tires on public and private property.
- Identify violators through evidence collection, site inspections, and public reports.
- Coordinate cleanup efforts with local, state agencies such as the Tennessee
   Department of Environment & Conservation (TDEC), and other partner agencies.
- Track repeat violations and promote education on proper waste disposal practices to local tire retailers, used tire dealers, and the public.

## 4. Henry County Planning Commission Support

- Provide staff support to the County Planning Commission by assisting with development reviews, subdivision applications, and site inspections.
- Conduct field investigations to ensure new developments comply with any zoning, subdivision, and floodplain regulations.
- Participate in Planning Commission meetings to present reports, compliance updates, and enforcement actions related to land use and development as needed.
- Work collaboratively with the Planning Commission on mapping, data collection, and plan review related to regional growth and land use.

#### 5. County Litter Program Support

- Assist the County Litter Program by reporting, documenting, and coordinating cleanup of roadside litter and illegal dump sites.
- Supervise or assist with litter crews, ensuring proper handling and disposal of waste materials as needed.
- Maintain records of cleanup efforts, quantities of litter collected, and enforcement actions related to illegal dumping.
- Promote community awareness and education campaigns to reduce roadside littering and environmental violations.

#### 6. Administrative & Legal Duties

- Maintain organized and accurate records of inspections, complaints, citations, and case outcomes.
- Prepare reports and documentation for presentation to the Henry County Codes Enforcement Committee or court proceedings.
- Represent Henry County in hearings or legal actions related to code enforcement cases.
- Assist the public by explaining county ordinances, permit requirements, and compliance procedures.
- Apply and administer federal/state grants as offered to enhance code enforcement activities.

#### **Minimum Qualifications:**

- High school diploma or GED required; associate or bachelor's degree in Criminal Justice, Environmental Science, Construction Technology, or Public Administration preferred.
- Two (2) years of experience in code enforcement, inspection, environmental compliance, law enforcement, or a related field preferred.
- Valid Tennessee driver's license with a clean driving record.
- Ability to obtain certification as a Certified Floodplain Manager (CFM) and/or Certified Code Enforcement Officer within 24 months of hire or as training content is available.

## Knowledge, Skills, and Abilities:

- Working knowledge of local ordinances, zoning laws, and FEMA/TEMA floodplain management standards.
- Ability to read and interpret site plans, maps, and construction drawings.
- Strong investigative, documentation, and communication skills.
- Effective public relations and conflict resolution abilities.
- Proficiency with Microsoft Office, GIS systems, and digital inspection tools.
- Ability to work independently in field environments under varying weather conditions.
- Ability to do physical work including lifting up to 50 lbs and standing or walking for extended period of time as necessary.

### **Working Conditions:**

- Duties performed in both office and outdoor field environments.
- Regular exposure to tall grass, debris, insects, and adverse weather conditions.
- Use of safety equipment and protective clothing may be required.

# Preferred Certifications (or ability to obtain):

- Certified Floodplain Manager (CFM)
- Certified Code Enforcement Officer (CCEO)
- FEMA NIMS/ICS Training (ICS 100, 200, 700)

Henry County Government is an Equal Opportunity Employer.

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

A motion was made by Commissioner Burns and seconded by Commissioner Neal to approve Resolution 9-11-25, to authorize the sale of Delinquent Tax Properties at a reduced price.

ITEM NO. 17

TIEWINO. 17									-
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS	
BURNS, PATRICK			X		X			, L	1
ELIZONDO, CHARLES					X		-		
FLOWERS, DAVID					X				1
HAMILTON, MISSY					X				1
HAYES, DAVID					X				
HIGGINS, JAMES					X				1
HUMPHREYS, KENNETH					X				1
McELROY, MELISSA					X				
NEAL, PAUL				X	X				1
PRIMROSE,GATLIN					X				1
STARKS, MONTE					X				1
TRAVIS, JAY					X				
VISSER, MARTY					X				1
WEBB, DAVID					X				1
WILES, RALPH					X				1
									1
									1
TOTAL					15				
									1
							1	1	_

MOTION CARRIED

DATE: 11-17-25

#### **RESOLUTION NO. 9-11-25**

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

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

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

**WHEREAS**, Henry County has received offer(s) for quitclaim deed(s) to surplus delinquent tax parcel(s) as described below (Exhibit A):

 Offer by Destine L. Ballard, located on Boyce Street, Tax Map 095O, Parcel J 023.01 for \$500.00 (plus publication and closing costs); and

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

WHEREAS, it appears that the delinquent tax parcel(s) described herein is/are impossible to sell for an amount equal to the total amount of the taxes, penalty, cost and interest accrued against such parcel; and

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

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

WHEREAS, the Delinquent Tax Committee and County Mayor have approved the terms and conditions of sale recommended by the Henry County Attorney pertaining to the offer(s) for a quitclaim deed to the delinquent tax parcel(s) described above;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 17<sup>th</sup> day of November, 2025, a majority or more of the membership concurring that the delinquent tax parcel(s) described above cannot be sold for the accumulated total of taxes, interest, penalties and costs against it; therefore, pursuant to TENN. CODE ANN. §67-5-2507, the County Mayor is authorized to accept the offer(s) described above subject to publication of the offer(s) and the opportunity for any other interested party(ies) to raise to the offer(s) as prescribed by law; and

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

PASSED 11/17/2025

RANDY GEIGER, CHAIRMAN HENRY COUNTY COMMISSION

DONNA CRAIG COUNTY CLERK

APPROVED

RANDY GEIGER

**HENRY COUNTY MAYOR** 

#### Offer for Quitclaim of Delinquent Tax Real Estate

The undersigned ("Offeror"), hereby offers the sum of \$ 500 on the following terms and
conditions in consideration for a Quitclaim Deed from the Government of Henry County, Tennessee ("Offeree"), which
quitclaims to Offeror or designee (see "Name as it is to appear on Quitclaim Deed" below) whatever interest Offeree has in
certain Real Estate in Henry County, Tennessee, assessed for taxation by the County assessor of property at:
Map 0950 Group J Control Map Parcel 023.0 S/I ("Real Estate")
Name as it is to appear on Quitclaim Deed: Destine L Ballard
(Offeror represents and warrants that Offeror has legal authority as agent of any persons or entities identified as "Name as it is to appear on Quitclaim Deed" to legally bind such persons or entities to the terms and conditions of this offer.)
* In addition to the offer amount, at the closing of this transaction the successful purchaser will be required to pay closing costs of \$375.00, newspaper publication fee (~\$150.00), recording costs, and transfer tax.

#### Offer/Acceptance

- 1. This offer is irrevocable for a period of 90 days. During this period, this offer may be presented to the County Mayor, Delinquent Tax Committee, and/or County Commission for consideration.
- 2. If this offer is conditionally accepted, notice of this offer will be published in the local newspaper. There will be a period of at least 10 days after the publication during which any person may make a competing offer (at a price at least 10% higher than the sum of this offer) for a quitclaim of the Real Estate. In the event a higher price is offered, Offeror (and anyone else) will have the opportunity to appear at a time and place designated by Offeree and then and there to make offers on the Real Estate (the "Public Meeting"). At the conclusion of the Public Meeting, the Real Estate shall be quitclaimed to the party making the highest and best offer; provided, however, that if higher offer for any reason fails to tender the purchase price, Offeror will purchase the real estate for Offeror's highest offer.

#### Deposit / Final Payment

- 3. Upon making this offer, Offeror tendered a "Deposit" of \$500.00 to Offeree. This Deposit will be fully refunded to Offeror if Offeree declines this offer or if the real estate is ultimately quitclaimed to a higher offeror. This Deposit will be forfeited to the Offeree if this offer is accepted or Offeror is the high offeror fails to timely tender the Final Payment. The Deposit will also be forfeited if the Offeror defaults on the terms of this offer.
- 4. The "Final Payment" is the amount equal to the offer price minus the Deposit. The Final Payment is due to be made in cash or by certified funds by Offeror upon the earlier of (a) 4:00 PM on business day after Offeror receive notice that this offer has been accepted and no higher offerors have come forward or (b) on the date of the Public Meeting, if Offeror is the highest offeror. TIME IS OF THE ESSENCE.
- 5. Along with and in addition to the Final Payment, if this offer is accepted or Offeror is the high offeror, Offeror will also pay (a) closing costs of \$375.00, (b) newspaper publication fee (approximately \$150.00), and (c) recording costs and transfer tax associated with recording the Quitclaim Deed contemplated herein.

#### Disclaimer of Representations and Warranties

6. Neither the Offeree nor any other person or entity has made any representations or warranties, expressed or implied, relative to the title, condition, use, fitness for particular purpose, or any other matters involving the Real Estate.

THE CONVEYANCE WILL BE MADE BY QUITCLAIM DEED, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. Offeror has not relied on any statements made by any official or agent of Offeree. Offeror had the opportunity to review this offer and to request an opinion of title from Offeror's own attorney prior to making this offer.

#### **Exceptions in Quitclaim Deed**

7. The Quitclaim Deed will except any public or private roadways, public or private easements, utility easements, government (for example, US, TDOT, TVA, City, or County) easements, or similar liens, easements, or rights that may encumber the Real Estate.

Form Rev. 2018-02-05

#### Other Terms and Conditions

The following terms and conditions also apply to Offeror and any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" (all of such persons shall be hereunder collectively referred to as "Grantee") if this offer is accepted or Offeror is the high offeror. These terms are binding on each Grantee, and each Grantee's heirs, successors, and assigns forever. These terms shall run with the land and may be recited within the Quitclaim Deed.

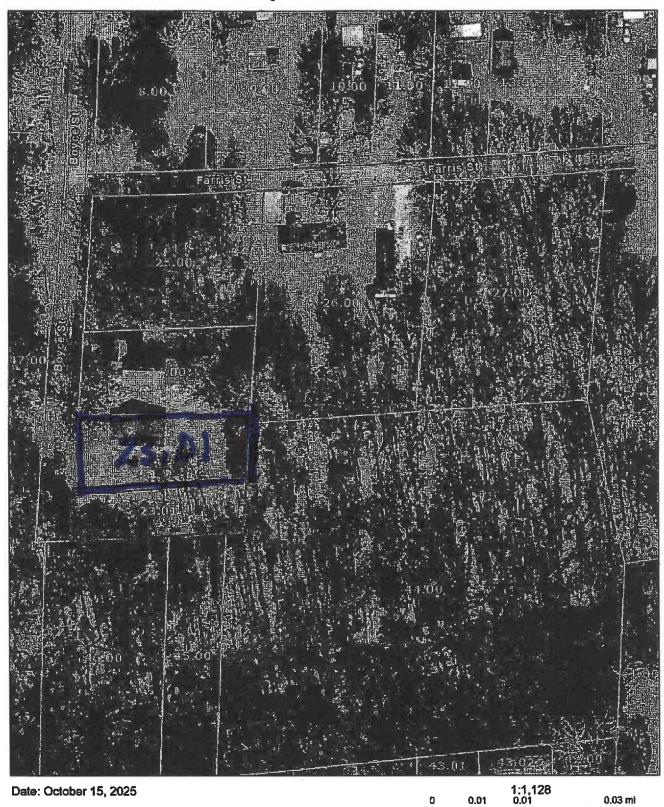
- 8. If the underlying Delinquent Tax Sale of the subject Real Estate is determined, by Court Order or in the sole and absolute discretion of Henry County, to be void or voidable by a Court, then the underlying delinquent tax sale shall be set aside as to the Real Estate. Upon demand by the Henry County Attorney, Grantee will execute any documents necessary to set aside the delinquent tax sale as to the Real Estate. If the underlying delinquent tax sale of this real estate is set aside, Henry County shall refund to Grantee the entire amount paid by Grantee to Henry County for the Quitclaim Deed contemplated in this offer; no interest or other sums besides that amount shall be refunded or paid to Grantee by any party in the event a sale is set aside.
- 9. The maximum Grantee may recover from Henry County (or any other person or entity) by reason of any damages incurred due to or related in any way to this transaction is the sum equal to the amount Grantee paid to Henry County for the Quitclaim Deed contemplated in this offer.
- 10. Grantee shall indemnify and hold harmless Henry County for all damages (including by payment of reasonable attorney's fees and expenses) incurred by breach or non-compliance with any terms and conditions herein.

11. The sole jurisdiction and venue for any dispute arising out of or relating to this transaction is the Chancery Court of Henry County, Tennessee.
12. These terms of sale are binding on each Grantee, and each Grantee's heirs and assigns forever. All of these terms survive execution and delivery of the Quitclaim Deed contemplated herein.
Offer made on this the 15 day of October, 2015, by:
Offeror
Sign Name Destine Balker d
Print Address 270 Jones Bend Road ext Print Phone 731-227-3215
STATE OF TENNESSEE COUNTY OF HENRY
Personally appeared before me, a notary public in and for the above-stated county and state, the above-named Offeror, on behalf of himself and as an agent of any persons or entities identified above as "Name as it is to appear on Quitclaim Deed" and executed this offer with the intent to legally bind all of them.
On this the S day of Ut , 2015.  [Affix Seal]  STAT:  TEL! No.
\o\ F==\(\frac{1}{2}\) \\

OF HE

Form Rev. 2018-02-05

## Hen County - Parcel: 0950 J 23.01



Date: October 15, 2025

County: HENRY
Owner: HENRY COUNTY TENNESSEE (GOVERNMENT OF) ATTN
Address: BOYCE ST
Parcel ID: 0950 J 023.01
COUNTY MAYOR
Associated to Tennessee, Associated to Tennessee,

Deeded Acreage: 0 Calculated Acreage: 0 Vexcel Imagery Date: 2023 0.02 0.04 km

0.03 mi

0.01

Jenry (040)			Jan 1 Owner		Current Owner	8	BOYCE ST	L			
fax Year 2026   Reappraisal 2025	ial 2025		HENRY COUNTY TENNESSEE (GOVERNMENT OF) ATTN COUNTY MAYOR 101 E WASHINGTON ST PARIS TN 38242	ERMMENT OF)		58	Cirl Map: 0950	Group: J	Parcel: 023.01	ä	
'alue Information											
and Market Value:	78	\$7,200					•				
mprovement Value:		\$									
otal Market Appraisal:	57	57,200			•						
ssessment Percentage:		%0			^						
Ssessment		\$0									
ubdivision:											
AST PARIS S/D											
lat Book: Plat	Plat Page:		Block: Lot:								
additional Information											,
ieneral Information											1
lass: 01 - County			CHy: PARIS								
áty #: 566			Special Service District 2: 000								
pecial Service District 1: 567			Neighborhood: P07								
#strict: 01			Number of Mobile Homes: 0								
umber of Buildings: 0			Utilities - Electricity: 00 - NONE								
tilities - Water/Sewer: 12 - NONE / NONE	NE / NONE		Zoning:								
filities - Gas/Gas Type: 00 - NONE	NE					L		-			
<b>Jutbuildings &amp; Yard Items</b>					16	Taxes Owed as	Cwe	se b			
₹ Building #	Type	Description	E4	AreafUnits		of 10/15/2025:	15/2(	025:			
iale Information						\$1967.45	.45				

23,01

O O

Total Land Units: 0.16

Calculated Acres: 0 Soil Class

ong Sale Information list on subsequent pages

and Information

eed Acres: 0 and Code M-RES

÷ 8

Current Courses Course Cour

Jenry (040)

Jenry (040)	7	Jan 1 Owner		Current Owner		<b>BOYCE ST</b>	F.			
Tax Year 2026   Reappraisal 2025	olin-	HENRY COUNTY TENNESSEE (GOVERNMENT OF)	(GOVERNMENT OF)			Clri Map;	Group:	Parcel:	ë	ö
	•	ATTN COUNTY MAYOR				0920	<del>ت</del> ادا	023.01		000
		101 E WASHINGTON ST PARIS TN 38242								
'alue Information										
and Market Value:	\$7,200									
nprovement Value:	\$0		2							
::	\$7,200									
.ssessment Percentage;	0%									
ssessment: Subdivision Data	0\$									
ubdivision:										
	•		4							
lat Book: Additional Information	10									
ieneral Information										1
lass: 01 - County	0	City: PARIS								
ity #: 566	(S)	Special Service District 2: 000								
pecial Service District 1: 567	Z	Neighborhood: P07								
4strict: 01	Z	Number of Mobile Homes: 0								
umber of Buildings: 0	<b>₩</b>	Utilities - Electricity: 00 - NONE	81.5							
tillies - Water/Sewer: 12 - NONE / NONE	N	Zoning:								
tilities - Gas/Gas Type: 00 - NONE					Taye	Tayes Owed as	Pd 28			
<b>Jutbuildings &amp; Yard Items</b>					A WASH					
Suilding # Type	Description		ArealUnits		of 10	of 10/15/2025:	025:			
e de la company					\$196	\$1967.45				
					•					

0.16

Units

Total Land Units: 0,16

Calculated Acres: 0 Soil Class

ong Sale Information list on subsequent pages

and Information

eed Acres: 0

Jand Code

Current Dwiner Charles Posterinia Dwiner Charles States - mandatases and BOYC

	rage vacanumpre	proved	Type Instrument	Qualification
479	3982		CO - COURT ORDER	
12/19/2012 \$0 385 948	948		**	伊 I I I I I I I I I I I I I I I I I I I



# $\begin{array}{c} \text{ROLL CALL} \\ \text{COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK} \\ \text{PARIS, TENNESSEE} \end{array}$

A motion was made by Commissioner Hayes and seconded by Commissioner Travis to adjourn.

ITEM NO. 18

TIEM NO. 18									_
	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS	
BURNS, PATRICK									1
ELIZONDO, CHARLES									1
FLOWERS, DAVID									1
HAMILTON, MISSY									1
HAYES, DAVID			X						1
HIGGINS, JAMES									1
HUMPHREYS, KENNETH									1
McELROY, MELISSA									1
NEAL, PAUL									
PRIMROSE,GATLIN									1
STARKS, MONTE									
TRAVIS, JAY				X					1
VISSER, MARTY									1
WEBB, DAVID									
WILES, RALPH									1
	7							-	1
TOTAL									
				-					-

VOICE VOTE CARRIED

DATE: 11-17-25