

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 Monday, October 15th, 2007 at 7:00PM.

PRESENT AND PRESIDING the Honorable Brent Greer, Chairman, Jerry D. Bomar, Clerk and the County Commissioners.

ITEM NO. 1 The commission meeting was opened by Deputy Sheriff Captain Rod Frey.

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

ITEM NO. 3 County Clerk, Jerry Bomar led in the pledge to the flag.

ITEM NO. 4 Roll Call

The Clerk called the roll with the following Commissioners present: Earl Anderson, Dell Carter, Mitchell Evans, Bobby Freeman, Jeff Hamlin, Kenneth Humphreys, Don Jones, Paul Mathenia, Dan Paschall, James Travis, Randy Veazey, Mary Warren, Larry Watson, David Webb, Tim Wirgau.

ITEM NO. 5 Citizen's Forum

Kathie Beddies- Spoke to the Commission about Teens for Life and a Conference at the Hampton Inn Saturday, October 20th from 3:00 PM to 10:00 PM.

Gary Downey- Spoke as a land owner of his opposition of the closing of Cold Corner Road.

Chairman Greer introduced two guests from France visiting the U.S. and Henry County writing about all cities with the name Paris gathering information about these towns.

THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum

Bobby Freeman- Brought to the Commission's attention that one of our Commissioners was Teacher of the week. This being Commissioner Randy Veazey.

Dan Paschall- Made reference to Cold Corner Road and stated that he did not want it closed.

THE CHAIR CLOSED THE FORUM

ITEM NO. 7 Bill Barnes Recognized

A motion was made by Earl Anderson and seconded by Paul Mathenia that The Commission honor a certain Henry County Citizen.

Mayor Greer read a proclamation honoring William Carroll "Bill" Barnes For his services to Henry County.

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Larry Watson and seconded by Dell Carter to approve Resolution #1-10-07 establishing the rules of procedure for conducting a special Election to fill the office of Henry County School Board Member-3rd District.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL				X				
EVANS, MITCHELL								
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH								
JONES, DON								
MATHENIA, PAUL								
DAN PASCHALL								
TRAVIS, JAMES								
VEAZEY, RANDY								
WARREN, MARY								
WATSON, LARRY			X					
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE : 10/15/2007

VOICE VOTE CARRIED

RESOLUTION NO. 1-10-07

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD
OF COMMISSIONERS ESTABLISHING THE RULES OF
PROCEDURE FOR CONDUCTING A SPECIAL ELECTION TO
FILL THE OFFICE OF HENRY COUNTY SCHOOL BOARD
MEMBER – 3RD DISTRICT**

WHEREAS, a vacancy now exists in the office of Henry County School Board Member for the 3rd District; and

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

WHEREAS, a special election for the purpose of filling the said vacancy has been set by the Board of Commissioners of Henry County, Tennessee; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15th day of October, 2007, a majority or more of the membership concurring, that:

SECTION 1. Each candidate for the office of Henry County School Board Member – 3rd District, whose qualifications are accepted by said Henry County Commission, be and hereby is granted the opportunity to speak to the assembled Commission in his/her own

behalf prior to the casting of the official ballot or ballots; and provided, however, that any candidate so qualified may designate a person of his or her choice to speak in his or her own behalf; and provided, further, that in any event, the time granted for the speech or speeches on behalf of any candidate shall be for a period of time no longer than five (5) minutes.

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

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

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

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

PASSED 10-15-07




**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**JERRY D. BOMAR
COUNTY CLERK**

APPROVED 10-15-07



**BRENT GREER
HENRY COUNTY MAYOR**

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Mitchell Evans and seconded by Kenneth Humphreys that the Consent agenda be approved and this consisted of:

Minutes of the September 17, 2007 meeting, various quarterly reports, property and Total revenue collections to date and the following Notary Public designations:

Laurie B. Russell, Karen Millraney, Linda S. Walker, Rhonda Brewer-Green, Bobby R. Travillian, Patty Kennedy, Kris Stewart

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL								
EVANS, MITCHELL			X					
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH								
JONES, DON				X				
MATHENIA, PAUL								
DAN PASCHALL								
TRAVIS, JAMES								
VEAZEY, RANDY								
WARREN, MARY								
WATSON, LARRY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK
 PARIS, TENNESSEE

Resolution #2-10-07 was presented to close Cold Corner Road. The Chairman asked For action on this resolution and it died from lack of a motion.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL								
EVANS, MITCHELL								
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH								
JONES, DON								
MATHENIA, PAUL								
DAN PASCHALL								
TRAVIS, JAMES								
VEAZEY, RANDY								
WARREN, MARY								
WATSON, LARRY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE : 10/15/2007

RESOLUTION DEAD-NO ACTION

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK
PARIS, TENNESSEE

Kenneth Humphreys, Chairman of the Jail Renovation Committee made comments to The Commission about their meeting. A motion was made by Paul Mathenia and Seconded by Jeff Hamlin that the Commission approve Resolution #3-10-07 to Authorize the issuance of capital outlay notes not to exceed \$300,000.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF				X	X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
MATHENIA, PAUL			X		X			
DAN PASCHALL					X			
TRAVIS, JAMES					X			
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL					15			

DATE : 10/15/2007

MOTION CARRIED

RESOLUTION NO. 3-10-07

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO AUTHORIZE THE ISSUANCE
OF INTEREST BEARING CAPITAL OUTLAY NOTES NOT TO
EXCEED \$300,000 AND PROVIDING FOR THE PAYMENT OF
SAID NOTES**

WHEREAS, the Governing Body of Henry County, Tennessee, (the "Local Government") has determined it is necessary and desirable to establish a Henry County Capital Projects Fund for the benefit of the citizens of the Local Government; and

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

WHEREAS, under the provisions of Parts I, IV, and VI of the 1986 Tennessee Public Acts, Chapter 770 (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the State Director of Local Finance; and

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

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

SECTION 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the County Mayor of the Local Government is hereby authorized in accordance with the terms of this Resolution to issue and sell interest bearing capital outlay notes in a principal amount not to exceed Three Hundred Thousand Dollars (\$300,000) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the

terms, provisions, and conditions of the Act. The Notes shall be designated "2007(a) Capital Projects Capital Outlay Notes, Series 2007(a)"; shall be numbered serially from one (1) upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than ninety-nine percent (99%) of par value and accrued interest; and shall bear interest at a rate or rates not to exceed eight percent (8%) per annum, and in no event shall the rate exceed the legal limit provided by law.

SECTION 2. That, the Notes shall mature not later than three (3) years after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least three (3) years.

SECTION 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or if sold at par, with or without a premium not exceeding one percent (1%) of the principal amount.

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

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

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

redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

SECTION 7. That, the Notes shall be substantially the form attached hereto and shall recite that the Notes are issued pursuant to the Act.

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

SECTION 9. That, after the issuance and sale of the Notes, the Local Government shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Local Government's adoption of the budget.

SECTION 10. That, if any of Notes shall remain unpaid at the end of three (3) years from the issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government, or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the State Director of Local Finance.

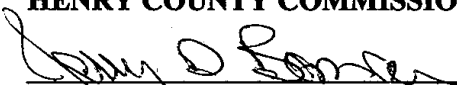
SECTION 11. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective upon its passage and approval by the County Mayor.

Duly passed and approved this 15th day of October 2007.

PASSED 10-15-07



**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**JERRY D. BOMAR
COUNTY CLERK**

APPROVED 10-15-07



BRENT GREER

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK
 PARIS, TENNESSEE

Discussion was held for the establishing of a Springville Utility District. A motion Was made by the three(3) third district commissioners and seconded by Dan Paschall That the Commission authorize the expenditure of \$7500.00 for Gresham, Smith and Partners to do a feasibility study and report back to the commssion.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
MATHENIA, PAUL			X					
DAN PASCHALL				X	X			
TRAVIS, JAMES					X			
VEAZEY, RANDY					X			
WARREN, MARY			X		X			
WATSON, LARRY					X			
WEBB, DAVID					X			
WIRGAU, TIM			X		X			
TOTAL					15			

DATE : 10/15/2007

MOTION CARRIED



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EXHIBIT A
Proposal for Engineering Services

Introduction

Gresham, Smith and Partners (hereinafter referred to as "Engineer") proposes to provide professional consulting services for Henry County, Tennessee (hereinafter referred to as "Owner") related to a water source evaluation (hereinafter referred to as "Project"). Our understanding of the Project as well as our scope of services, compensation, and schedule for completing the Project is presented hereafter.

Our experience with rural utility and municipal systems gives us insight to specific water system considerations and current regulatory requirements. Our proposed water services project team consists of five individuals whose average work experience is 20 years.

Our core team consists of:

Jason Griffin, P.E.	Principal-in-Charge
Kim Hargett, P.E.	Project Manager
Michael McClure	Engineering Coordination
Ken Baker	Regulatory Compliance
Randy Curtis, P.G.	Senior Geologist / Hydrogeologist

Purpose

The purpose of this agreement is to initiate a long term relationship with an experienced and qualified consultant in the area of water resources, treatment, and distribution. More specifically, there is a need for both parties to mutually agree on the financial obligations of the proposed Springville Utility District. This proposal outlines work that will validate the feasibility of formally creating a utility district (Phase 1). At this time, the Owner will be responsible for payment of fees and expenses to said Engineer. Upon completion of Phase 2 services, future agreements will be obligated to the Springville Utility District. Funds expended by the Owner for Phase 1 work and pending Phase 2 work can be reimbursed by state and federal agencies after application and subsequent approval of a water system infrastructure construction project has been granted. Reimbursement may take several years depending on the course of action taken to implement the actual design and construction of water system infrastructure.

Project Understanding

Henry County has a population of approximately 31,000. Of that total approximately 2,000 do not have access to safe and reliable drinking water. Many alternatives ranging from a new water plant on the Kentucky Lake to establishing a groundwater source in the Memphis Aquifer have been considered for providing water to these residents. Because of the efforts of a few dedicated individuals, Henry County is prepared to validate their work effort by procuring professional consulting services.

The Owner desires engineering services for two phases of work. Phase 1 services will validate two primary water source alternatives: wholesale purchase via the City of Paris



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and wholesale purchase via South Paris Water Cooperative. Each alternative will require a water booster station and transmission main to transfer water to the Springville area. These initial capital costs must be compared against each other through a life cycle cost and present worth analysis to ensure the overall feasibility of the initiative prior to moving on to Phase 2. If Phase 1 reveals an unacceptable individual customer cost then a decision by the Owner to forego the formation of the Springville Utility District will most likely be made. The Owner will determine the level of acceptable individual customer cost based on regional average customer cost for water utilities of comparable size.

Phase 2 services will consist of the development of a preliminary engineering report documenting the comparative analysis and evaluation of water source alternatives. Additionally, the report will contain pertinent information outlining the proposed hydraulic design of the water system as well as recommendations for establishing standards, specifications, details, policies, rate structure, and fees. The preliminary engineering report will become the foundation of agency submittals to obtain State of Tennessee Department of Environment and Conservation Division of Water Supply and State of Tennessee Legislative approvals for the formation of the Springville Utility District. Additionally, the report will be used as a basis to request low interest loans and grant funding for the construction of the water system.

Scope of Services

The Engineer proposes to provide professional engineering services to evaluate each water source alternative. A report summarizing the results of our evaluation will be provided. The report will include, at a minimum, alternative maps, routing details, opinion of probable alternative costs, and life cycle cost analyses with net present worth assessment.

Phase 1

Springville Utility District Feasibility Study

The Engineer proposes to evaluate up to three different alternatives. Evaluation of alternatives shall include verification of existing water system networks and water source capacities, routing analysis for proposed water transmission mains, opinion of probable construction costs, life cycle cost analyses with net present worth assessment, and realistic schedule considerations for design and construction phases.

The following is a summary of the alternatives to be evaluated:

- 1) No Action;
- 2) Wholesale purchase via the City of Paris;
- 3) Wholesale purchase via South Paris Water Cooperative; and
- 4) New water treatment facility; location and type to be determined by Owner.

Each alternative includes engineering time to meet with each water utility system at least one time to understand their existing system. Additionally, the Engineer will conduct one



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meeting with the Owner to kickoff the project, two meetings with the Owner to review the evaluation progress, and one meeting with the Owner to present the final report.

Phase 2 (Not Included in this Proposal)

Springville Utility District Preliminary Engineering Report

Upon the decision by the Owner to proceed with the creation of the Springville Utility District, the Engineer will be prepared to promptly complete Phase 2 services. The Engineer will provide a proposal for subsequent Phase 2 services as soon as the Phase 1 feasibility study develops a positive direction so as not to delay the progression of the overall project.

Services Not Included in Phase 1 Fee Proposal

Professional and engineering services not included within this proposal consist of: land surveying, water quality testing, soil testing, geotechnical investigation, storm water pollution prevention plan development, preliminary and final design, easement descriptions, permit / approval application or annual fees, drainage design, landscape architecture, bid phase, construction administration, and resident project observation.

Owner Responsibilities

The Owner shall provide the Engineer with all reports, documents, plans, etc. pertaining to previous local water source evaluations, design, or implementation that would specifically benefit our work task for the Springville area.

Schedule

Engineer proposes to provide the services necessary to complete the project in a timely manner. Specifically, the work described herein is to be completed within 45 days after receipt of this agreement from the Owner. The proposed schedule is based on the orderly and continuous progression of the evaluation through completion. In the event that issues arise beyond the Engineer's control, the proposed schedule shall be adjusted accordingly.

Deliverable

The Engineer will provide the Owner with eight copies of the report summary.

Fee

The Engineer proposes to complete the Scope of Services defined herein for a lump sum amount of \$7,500. A reimbursable expense allocation of \$500 has been included in the lump sum amount. The labor fee includes a maximum of 75 labor hours. In the event Owner requests that Engineer provide additional services beyond those stated herein, Engineer will provide the extra services and invoice Owner according to Exhibit B: Standard Hourly Rates Schedule & Reimbursable Expenses Schedule. All accounts unpaid after 30 days from the date of original invoice will be subject to a service charge of 1-1/2% per month.



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If you find this proposal to be acceptable, please sign and date all three copies in the space provided and return two copies to our office. The introduction letter, signed Exhibit A: Proposal for Engineering Services, Exhibit B: Standard Hourly Rates Schedule / Reimbursable Expenses Schedule, and Exhibit C: General Provisions of Architect-Engineer Agreement attached hereto represent the entire understanding between the Developer and Engineer and may only be modified in writing by both parties.

Accepted,

Henry County, Tennessee

Gresham, Smith and Partners

Brent Enner
Name

Jason Griffin
Name

[Signature]
Signature

[Signature]
Signature

Mayor
Title

Principal
Title

10/16/07
Date

October 15, 2007
Date

Design Services For The Built Environment

1400 Nashville City Center / 511 Union Street / Nashville, Tennessee 37219-1733 / Phone 615.770.8100 / www.gspnet.com



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EXHIBIT B
STANDARD HOURLY RATES & REIMBURSABLE EXPENSES SCHEDULE

The following classifications and associated unit rates will be used as guidelines for the services offered. They are subject to be updated up to twice annually.

Professional Services

Classification	Rate/Hour
Principal-in-Charge	\$135.00
Project Manager	\$135.00
Senior Engineer / Geologist	\$105.00
Project Engineer	\$90.00
Intern Engineer	\$75.00

Technical Services

Classification	Rate/Hour
CADD Technician I	\$45.00 - \$55.00
CADD Technician II	\$55.00 - \$75.00
CADD Technician III	\$75.00 - \$90.00
Administrative Assistant	\$45.00 - \$55.00
Construction Administrator	\$75.00 - \$130.00
Construction Administrator Assistant	\$45.00 - \$55.00
Resident Project Representative	\$50.00 - \$120.00

Expenses

	Rate
Automobile Travel	\$0.485/mile
Other travel and subsistence expenses (lodging, meals, air travel, etc.)	At Current Rate
Printing, overnight mail, courier, long distance, postage, copies, etc.	At Current Rate
Sub-Consultant Services	Cost
Agency Review Fees	Cost



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EXHIBIT C

GENERAL PROVISIONS OF ARCHITECT-ENGINEER AGREEMENT

ARTICLE 1. GENERAL

These General Provisions are incorporated as an integral part of the letter-type agreement to which they are attached between Gresham, Smith and Partners, a Nashville, Tennessee general partnership, herein referred to as GS&P, and the CLIENT (DEVELOPER) of the Project addressed in such letter-type agreement, wherein the CLIENT engages GS&P to provide certain architectural and/or engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the GS&P Proposal Letter which becomes the Letter Agreement upon its written acceptance by the CLIENT, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. In event that these provisions conflict with the proposal letter or exhibits, the proposal letter and its exhibits shall govern.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. Unless the schedule is a requirement of the Agreement, the work shall proceed in a timely manner as determined by GS&P.

ARTICLE 3. COMPENSATION TO GS&P

- A. Compensation to GS&P for professional services described in this Agreement shall be on a Lump Sum basis and/or an Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.
1. A Lump Sum method of payment for GS&P's services shall apply to all parts of a work scope where GS&P's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to GS&P within 30 days of date of invoice based on an estimated percentage of completion of GS&P's services.
 2. An Hourly Rate method of payment for GS&P's services shall apply to all or parts of a work scope where GS&P's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, GS&P shall be paid for the actual hours worked on the Project by GS&P's technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by GS&P to CLIENT upon request. The CLIENT shall make monthly payments within 30 days of the invoice date based on the amount of work completed.
- B. In addition to the foregoing, GS&P shall be reimbursed at cost for the following Expenses when incurred in the performance of the work:
- a) Travel and subsistence.
 - b) Outside professional and technical services and agency fees with cost defined as the amount billed GS&P plus 10%.
 - c) Identifiable reproduction, reprographic, and delivery costs.
- C. The CLIENT shall make monthly payments to GS&P within 30 days of date of invoice for services provided and expenses incurred to date, accompanied by supporting evidence as required and stated in the Letter Agreement.
- D. The CLIENT will pay the balance stated on all invoices unless CLIENT notifies GS&P in writing of the particular item that is alleged to be incorrect within 15 days from the date of receipt of the invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. In addition, GS&P may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until GS&P has been paid in full for all amounts then due for services, expenses and charges. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

ARTICLE 4. GOVERNMENT APPROVAL

GS&P shall provide services defined herein based on education, training, experience, and judgment as a design professional familiar with the industry. Since GS&P has no control over government agencies responsible for review and approval of designs, GS&P cannot and does not guarantee government approval. GS&P shall not be liable for damages resulting from the actions or inactions of government agencies, and GS&P shall only act as an advisor in all governmental



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relations. CLIENT agrees that payment of professional fees is not contingent upon approvals by a governmental body or agency.

ARTICLE 5. EXTRA WORK

If GS&P is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby Constitutes extra work; they shall promptly notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties prior to proceeding with any extra work or related expenditures.

In the event of unresolved dispute over change in scope or changed conditions, this Agreement may be terminated upon 7 days written notice as provided in Article 6.

ARTICLE 6. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon 7 days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to GS&P.

In the event of reduction in scope of the Project work, GS&P shall be paid for the work performed and expenses incurred on the project work thus reduced and for all completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of termination and payment by the CLIENT of amounts due for work performed and expenses incurred to the date and time of termination, computed in accordance with the provisions of Article 3 and the Letter Agreement, all documents, finished or unfinished, prepared by GS&P under this Agreement shall be made available by GS&P to the CLIENT and there shall be no further obligation of the CLIENT to GS&P under this Agreement.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

At the time of completion or termination of the work, GS&P shall make available to the CLIENT copies of all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any reuse without verification or adaptation by GS&P for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to GS&P. In this regard, to the extent permitted by law, the CLIENT will indemnify and hold harmless GS&P from any and all suits or claims of third parties arising out of such reuse, including legal expenses, which is not specifically verified, adapted or authorized by GS&P.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

- A. To permit GS&P to perform the services required hereunder, the CLIENT shall provide, in proper time and sequence, the following at no expense to GS&P.
1. All necessary information regarding CLIENT requirements as necessary for orderly progress of the work.
 2. Designate in writing, one person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT'S policies with respect to GS&P's Services.
 3. Furnish, as required for performance of GS&P's services (except to the extent as provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations; laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data not covered in the Letter agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for GS&P to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by GS&P, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of GS&P.



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7. Give prompt written notice to GS&P whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of GS&P's services or any defect in the work of Construction Contractor(s), Consultants or GS&P.
 8. Initiate action, where appropriate, to identify, remove and/or encapsulate asbestos products or materials or other such hazardous materials located in the Project area prior to accomplishment of any work contemplated under the Project.
 9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or GS&P may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.
- B. GS&P shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If GS&P finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, GS&P shall promptly notify the CLIENT.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to GS&P's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation.

CLIENT agrees that if GS&P is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, (1) GS&P will not be responsible for, and CLIENT shall indemnify and hold GS&P (and GS&P's professional associates and consultants) harmless from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others and (2) the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. Nothing contained in this paragraph shall be construed to release GS&P (or GS&P's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which GS&P has undertaken or assumed under this Agreement.

Neither the professional activities of GS&P, nor the presence of GS&P or its employees and subconsultants at a construction site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and health or safety precautions required by regulatory agencies. GS&P and its personnel have no authority to exercise control over construction contractor or its employees in connection with their work or health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, GS&P and GS&P's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

ARTICLE 11. ERRORS AND OMISSIONS

In providing services under this Agreement, GS&P will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If, after the construction has begun, an error or omission is discovered and the item can still be provided in the sequence of construction without premium cost to the CLIENT, the CLIENT agrees to pay for this item as if it had been included in the original construction documents. If this error or omission is discovered out of sequence with the construction timetable, then GS&P will pay for the premium cost to have this item corrected or included, with the CLIENT paying for the item's basic cost as if it had been included in the original documents. If the premium cost falls below 2% of the defined



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construction cost, then the entire premium cost shall be the responsibility of the CLIENT. This premium cost concept for errors and omissions is not applicable if the CLIENT chooses not to employ GS&P during construction phase services per Article 11 above. To the maximum extent permitted by law, the CLIENT agrees to limit GS&P's liability for the CLIENT damages to the sum of \$50,000 or GS&P's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

ARTICLE 12. INSURANCE

GS&P maintains insurance coverage including Workmans' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission (E&O) Insurance. GS&P agrees to attempt to maintain Professional (E&O) liability coverage for the period of design and construction of the Project, and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. Certificates of Insurance will be furnished upon request.

ARTICLE 13. DISPUTE RESOLUTION/MEDIATION/LITIGATION

In an effort to resolve conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and GS&P agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise.

In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

ARTICLE 14. INDEMNIFICATION

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless GS&P, its officers, directors, employees and subconsultants (collectively, GS&P) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by the parties above named for the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by GS&P.

ARTICLE 15. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom GS&P performs work hereunder, shall not be assigned, sublet or transferred without the written consent of the CLIENT and GS&P

ARTICLE 16. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Tennessee.

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Mitchell Evans and seconded by Dan Paschall to adjourn.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL								
EVANS, MITCHELL			X					
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH								
JONES, DON								
MATHENIA, PAUL								
DAN PASCHALL				X				
TRAVIS, JAMES								
VEAZEY, RANDY								
WARREN, MARY								
WATSON, LARRY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE : 10/15/2007

VOICE VOTE CARRIED