

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**July 17, 2023**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on July 17, 2023 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

**COUNTY COMMISSIONERS**

DAVID ANDERSON	BILL POWERS
CALTON BLACKER	WALTER WEAKLEY
ANN JARREAU	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	JAMES HEDGEPATH
B.J. HUDSPETH	MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:00 P.M.

Public Forum closed at 6:01 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:01 P.M.

Invocation was offered by Mr. Ronnie Barron.

County Clerk Ms. Abby Short called the roll. There being Eleven Commissioners present, Chairman, Mr. Tim Williamson declared a Quorum. See Resolution 1.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Ann Jarreau	Absent	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to approve the July 17, 2023 Legislative Body Meeting Agenda as amended by adding the following item:

- 1. Generator purchase from the School Board*

Motion approved by voice vote 1 Absent. See Resolution 2.

Motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. Bill Powers to approve the Minutes from the June 26, 2023 Regular Session Legislative Body Meeting.

Motion approved by voice vote 1 Absent. See Resolution 3.

COMMENTS FROM ELECTED OFFICIALS:

County Mayor, Mr. Kerry McCarver, stated that he met with TVA and stated they would be back within 40-60 days for a community meeting. Mr. McCarver stated that he spoke with Dr. Cathy Beck about having the meeting at one of the schools local to the impacted area.

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to authorize the following budget amendments for the County General Fund:

*Budget Amendments - County General*

a.) County Buildings/Courtroom Security/Sheriff's Department/Jail/Rabies and Animal Control/Public Safety Projects	\$ 340,454.35
b.) Rabies and Animal Control	\$ 27,000.00
c.) Sheriff's Department	\$ 9,600.00
d.) County Buildings	\$ 10,000.00
e.) Ambulance/Emergency Medical Services	\$ 20,000.00
f.) Ambulance/Emergency Medical Services	\$ 4,720.05
g.) Sheriff's Department/Ambulance/Emergency Medical Services	\$ 8,036.63
h.) Sheriff's Department/Ambulance/Emergency Medical Services/Misc.	\$ 20,798.63

*Budget Vote: 4 Yes 0 No 1 Absent*

*Funding Source: Various*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 4.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to authorize the following budget amendments for the Highway/Public Works Fund:

*Budget Amendments – Highway/Public Works*

a. Highway and Bridge Maintenance	\$ 45,506.96
b. Highway – Operation and Maintenance of Equipment	\$ 1,600.00
c. Highway – Capital Outlay	\$201,898.60
d. Other Charges	\$ 9,879.00

*Budget Vote: 4 Yes 0 No 1 Absent*

*Funding Source: Prior Year Unused Balances*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 5.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Walter Weakley to authorize the following budget amendments for the General Capital Projects Fund:

*Budget Amendments – General Capital Projects*

*a. General Administration Projects/Public Safety Projects/Other General Government Projects* *\$395,991.31*

*Budget Vote: 4 Yes 0 No 1 Absent*

*Funding Source: Prior Year Unused Balances*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 6.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. B.J. Hudspeth to authorize the following budget amendments for the Other Capital Projects – Vehicle Fund:

*Budget Amendments – Other Capital Projects – Vehicle*

*a. Other General Government Projects* *\$424,637.71*

*Budget Vote: 4 Yes 0 No 1 Absent*

*Funding Source: Prior Year Unused Balances*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 7.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. B.J. Hudspeth to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

*Budget Amendments – Solid Waste/Sanitation*

- a. *Transfer Stations* \$1,874.00
- b. *Sanitation Management* \$4,476.00

*Budget Vote: 4 Yes 0 No 1 Absent*  
*Funding Source: Prior Year Unused Balances*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 8.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Mike Breedlove to authorize the following budget amendments for the Drug Control Fund:

*Budget Amendments – Drug Control*

- a. *Drug Enforcement* \$3,747.70

*Budget Vote: 4 Yes 0 No 1 Absent*  
*Funding Source: Prior Year Unused Balances*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 9.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans, Sr. to authorize the following budget amendments for the General Purpose School and Education Capital Projects Fund:

*Budget Amendments – General Purpose Schools and Education Capital Projects*

- a. *Transfers Out* \$1,394,257.37
- b. *Education Capital Projects* \$1,394,257.37

*Board of Education Vote: 5 Yes 0 No 1 Absent*  
*Budget Vote: 4 Yes 0 No 1 Absent*  
*Funding Source: General Purpose School Fund Balance*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 10.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Mike Breedlove to authorize the surplus of the following county assets to be disposed of, recycled, and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment)/101-44145 (Sale of Recycled Materials):

**Department: Animal Control**

Item: 2013 Konica Minolta Copier  
 Model Number: 283  
 Serial Number: A1UDRA0162434

*Budget Vote: 4 Yes 0 No 1 Absent*  
*Funding Source: None*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 11.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Bill Powers to ratify the correction to the Hotel/Motel Tax Resolution.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 12

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Calton Blacker, seconded by Mr. Mike Breedlove to authorize the approval to supplement four deputy positions titles as Drug Investigators.

Mr. Walter Weakley asked if the County would have to fund these positions next year?

Chairman, Mr. Tim Williamson stated it would have to be addressed every year.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 13.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. Eugene O. Evans, Sr. to approve the ThreeStar Fiscal Confirmation Letter, Annual Cash Flow Forecast, Acknowledgement of the Cheatham County Debt Management Policy, and Confirmation of Documented Internal Controls Requirement.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 14.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve the following:

- A.) *Mayor's signature on Three-Star application for Year 2023*
- B.) *Mayor's signature on Better Business Equipment Co. Inc contract for Animal control*
- C.) *Mayor's signature on Clark Power Services, Inc for preventative generator maintenance*
- D.) *Mayor's signature on Madison County Juvenile Detention contract*
- E.) *Mayor's signature on MBI companies agreement for improvement to Cheatham County Election Commission & UT Extension offices*
- F.) *Mayor's signature on MBI additional services agreement*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 15.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh invited questions.

## OTHER COUNTY OFFICIALS

COUNTY CLERK – MS. ABBY SHORT: County Clerk’s Letter of Agreement is on file in the Clerk’s office.

COUNTY TRUSTEE - MS. CINDY PERRY: Trustee’s report was included in the packet.

CIRCUIT/GENERAL SESSIONS COURT CLERK – MS. HOLLY WALLER:  
Circuit/General Sessions Court’s Personnel Policy is on file in the Clerk’s office.  
Circuit/General Sessions Court’s Letter of Agreement is on file in the Clerk’s office.  
Circuit/General Sessions Court’s Annual Financial Report is on file in the Clerk’s office.

REGISTER OF DEEDS – MS. CRISSY HENDERSON: Register of Deeds Annual Financial Report is on file in the Clerk’s office.

CLERK AND MASTER – PAMELA JENKINS: Chancery Court’s Summary of Assets is on file in the Clerk’s office.

SHERIFF – MR. TIM BINKLEY: Sheriff’s report was included in the packet.  
Sheriff’s Summary of Assets is on file in the Clerk’s office.

DIRECTOR OF SCHOOLS – MS. CATHY BECK: Assistant Director, Ms. Stacy Brinkley, stated the teachers are completing professional development this week. Ms. Brinkley stated the bus drivers completed their annual safety training and CPR training last week. Ms. Brinkley announced the first day of school will be August 7th. Ms. Brinkley stated the Chamber of Commerce, Back to School Bash and The Ark in Kingston Springs, school supply giveaway will be this weekend.

## COUNTY SERVICES

UT EXTENSION – MR. RONNIE BARRON: Mr. Ronnie Barron stated the UT Extension office hopes to have an Administrative Assistant soon. Mr. Barron gave an update on the other positions available through the UT Extension office. Mr. Barron stated the UT Extension will meet with the Agriculture Committee members August 30<sup>th</sup> to select candidates for the open positions.

VETERANS SERVICE – MR. LLOYD SHARP: Mr. Lloyd Sharp invited questions.

## STANDING COMMITTEES

CAPITAL IMPROVEMENTS – Capital Improvements recommended, motion was made by Mr. Calton Blacker, seconded by Mr. Chris Gilmore to purchase a generator from the School Board in the amount of \$48,387.38 to be used at Animal Control.

After discussion motion was rescinded.

Motion was made by Mr. Calton Blacker, seconded by Mr. Bill Powers to defer voting on the purchase of a generator from the School Board until the August Commission meeting to gather more information.

Motion approved by voice vote 1 Absent. See Resolution 16.

EMERGENCY SERVICES – Motion was made by Mr. B.J. Hudspeth, seconded by Mr. Mike Breedlove to establish an Emergency Services Committee by appointing Mr. Calton Blacker, Mr. Eugene O. Evans, Sr., Mr. Chris Gilmore, Mr. B.J. Hudspeth, Ms. Diana Lovell, and Mr. Bill Powers as members.

Motion approved by voice vote 1 Absent. See Resolution 17.

Mr. B.J. Hudspeth stated the next meeting will be held at the David McCullough room on July 26<sup>th</sup> at 6:00 P.M.

CALEDAR, RULES AND NOMINATING – Calendar, Rules and nominating committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Walter Weakley to appoint Jason Cannon to the Industrial Development Board in place of Sandy Cannon for a term ending December 31, 2025.

Motion approved by voice vote 1 Absent. See Resolution 18.

Calendar, Rules and nominating committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Calton Blacker to approve rules and procedures for the Commission’s public forums to be implemented for 6 months as a trial period.

Motion approved by roll call vote 9 Yes 2 No 1 Absent. See Resolution 19.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Calendar, Rules and nominating committee recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to raise the impact fee from \$3000 to \$4000 effective September 1, 2023.

\$3500	Education Debt
\$250	Parks and Recreation
\$250	Road Department



Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 20.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Calendar, Rules and nominating committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. Calton Blacker to approve a resolution by the Cheatham County Commission to oppose the Tennessee Valley Authority's proposed Cheatham County Methane Gas Generation Site and the associated construction of pipelines for its operation.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 21.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CONSENT CALENDAR

Motion was made by Mr. Walter Weakley, seconded by Ms. Diana Lovell to approve the following consent Agenda:

Notaries

*Glenda Brown*  
*Michelle P. George*  
*Shannon M. Smith*

*Martha K. Chester*  
*Jennifer M. Mello*  
*William P. Smith*

*Andrea E. Eanes*  
*Lynette J. Simmons-Tevis*  
*Donald W. Stevanus*

Motion approved by voice vote 1 Absent. See Resolution 22.

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to adjourn at 6:53 P.M.

Motion approved by voice vote 1 Absent. See Resolution 23.

*[Signature]*  
County Clerk



*[Signature]*  
Legislative Body Chairman

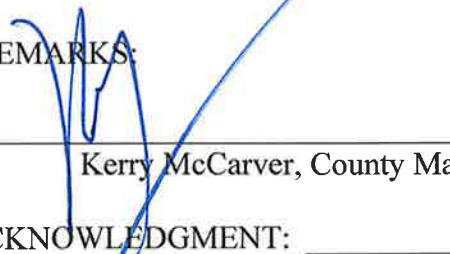
RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: July 17, 2023  
MOTION BY:  
SECONDED BY:  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Eleven Commissioners present a quorum is declared.

RECORD: Approved by roll call vote.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Ann Jarreau	Absent	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

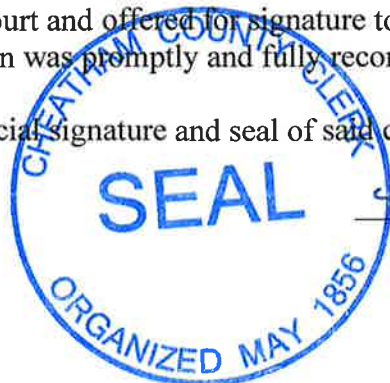
CHEATHAM COUNTY MAYOR'S REMARKS:

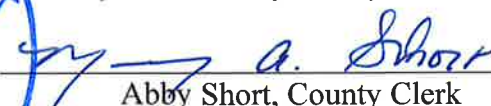
  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



  
Abby Short, County Clerk

RESOLUTION: 2  
RESOLUTION TITLE: To Approve Agenda  
DATE: July 17, 2023  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

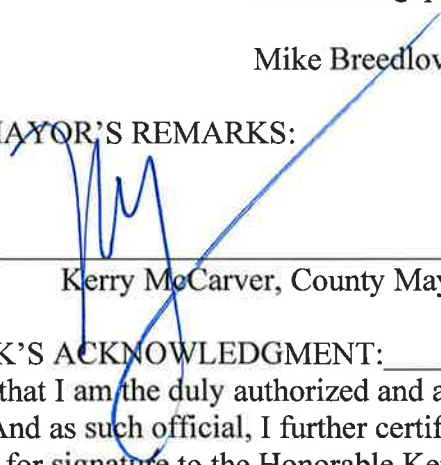
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the July 17, 2023 Legislative Body meeting is approved as amended by adding the following item:

1. *Generator purchase from the School Board*

RECORD: Approved by voice vote 1 Absent.

David Anderson		Bill Powers
Calton Blacker		Walter Weakley
Ann Jarreau	Absent	Diana Pike Lovell
Tim Williamson		Eugene O. Evans, Sr.
Chris Gilmore		James Hedgepath
B.J. Hudspeth		Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
Abby Short, County Clerk



RESOLUTION: 3  
RESOLUTION TITLE: To Approve Minutes  
DATE: July 17, 2023  
MOTION BY: Mr. Eugene O. Evans, Sr.  
SECONDED BY: Mr. Bill Powers

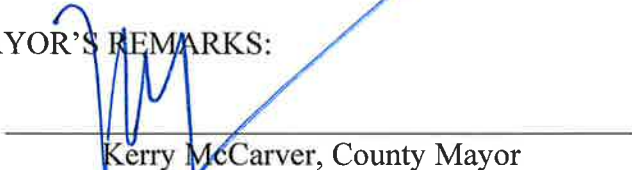
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the June 26, 2023 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson		Bill Powers
Calton Blacker		Walter Weakley
Ann Jarreau	Absent	Diana Pike Lovell
Tim Williamson		Eugene O. Evans, Sr.
Chris Gilmore		James Hedgepath
B.J. Hudspeth		Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

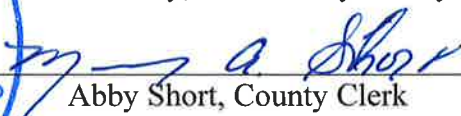
  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



  
Abby Short, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General Fund

DATE: July 17, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

**COMPLETED RESOLUTION:**

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

**NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2023-2024. After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.**

**County Buildings / Courtroom Security / Sheriff's Department / Jail / Rabies and Animal Control / Public Safety Projects**

101 – 39000	Unassigned	\$340,454.35
101 – 51800 – 335	Maintenance and Repair Services – Buildings	\$1,000.00
101 – 51800 – 335 – 99	Maintenance and Repair Services – Buildings	\$650.00
101 – 51800 – 707 – 99	Building Improvements	\$5,800.00
101 – 53920 – 716	Law Enforcement Equipment	\$2,937.00
101 – 54110 – 338	Maint and Repair Services – Vehicles	\$1,500.00
101 – 54110 – 499	Other Supplies and Materials	\$490.83
101 – 54210 – 335	Maintenance and Repair Services – Buildings	\$482.02
101 – 54210 – 716	Law Enforcement Equipment	\$2,793.60
101 – 55120 – 599	Other Charges	\$373.90
101 – 91130 – 718	Motor Vehicles	\$324,427.00

*Transfer funds closed out at fiscal year-end 2022-2023 to 2023-2024 in order to complete the projects in the new fiscal year*

**NOTE: The following amendments are to move funds from a reserve for purchases in the new 2023-2024 fiscal year**

**Rabies and Animal Control**

101 – 34730 – 01	Assigned for Public Health and Welfare	\$27,000.00
101 – 55120 – 599	Other Charges (Donations)	\$27,000.00

*Transfer funds from Animal Control Donation reserve to cover expenses for fiscal year 2023-2024*

**Sheriff's Department**

101 – 34525 – 02	Restricted for Public Safety	\$9,600.00
101 – 54110 – 599	Other Charges – Sex Offender Registry	\$9,600.00

Transfer funds from Sex Offender Registry reserve to cover expenses for fiscal year 2023-2024

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**County Buildings**

101 – 34635 – 01	Committed for Social, Cultural, and Recreational Svc	\$10,000.00
101 – 51800 – 599 – VET	Other Charges – Veterans Memorial Park	\$10,000.00

Transfer funds from Parks reserve to cover maintenance expenses for Veterans Memorial Park (mowing, electricity, and water) for fiscal year 2023-2024

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**Ambulance/Emergency Medical Services**

101 – 34730 – 05	Assigned for Public Health and Welfare	\$20,000.00
101 – 55130 – 599 – 01	Other Charges	\$20,000.00

Transfer reserved funds from the State of Tennessee MCO (Managed Care Organization) Supplements Reserve to cover expenses for fiscal year 2023-2024

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**Ambulance/Emergency Medical Services**

101 – 34730 – 06	Assigned for Public Health and Welfare	\$4,720.05
101 – 55130 – 599 – 02	Other Charges	\$4,720.05

Transfer reserved funds from the State of Tennessee ROI (Report of Investigation) Supplements Reserve to cover expenses for fiscal year 2023-2024

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**NOTE: Other amendments**

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**Sheriff's Department (54110) / Ambulance/Emergency Medical Services (55130)**

101 – 58900 – 513	Workers' Compensation Insurance	\$8,036.63
101 – 54110 – 513	Workers' Compensation Insurance	\$2,930.63
101 – 55130 – 513	Workers' Compensation Insurance	\$5,106.00

Transfer unused budgeted funds to cover workers' compensation insurance. The budgeted amounts for FY23-24 were estimates, and the actual expenses came in higher than what was estimated in these areas.

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**Sheriff's Department (54110) / Ambulance/Emergency Medical Services (55130) / Miscellaneous (58900)**

101 – 39000	Unassigned	\$20,798.63
101 – 54110 – 506	Liability Insurance	\$3,674.78
101 – 54110 – 511	Vehicle and Equipment Insurance	\$3,464.55
101 – 55130 – 511	Vehicle and Equipment Insurance	\$7,279.07
101 – 58900 – 506	Liability Insurance	\$4,508.57
101 – 58900 – 511	Vehicle and Equipment Insurance	\$1,871.66

Transfer funds from fund balance to cover liability insurance and vehicle and equipment insurance. The budgeted amounts for FY23-24 were estimates, and the actual expenses came in higher than what was estimated in these areas.

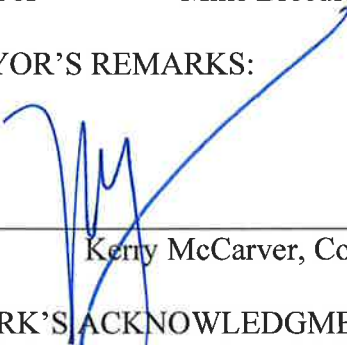
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Budget Vote (7/10/2023): 4 Yes 0 No 1 Absent  
Funding Source: Various

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Highway/Public Works Fund

DATE: July 17, 2023

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

**NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2023-2024. After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.**

---

**Highway and Bridge Maintenance**

131 – 34550	Restricted for Highways/Public Works	\$45,506.96
131 – 62000 – 399 – 01	Other Contracted Services	\$20,038.75
131 – 62000 – 404	Asphalt - Hot Mix	\$15,635.49
131 – 62000 – 405	Asphalt – Liquid	\$3,832.72
131 – 62000 – 408	Concrete	\$1,500.00
131 – 62000 – 443	Road Signs	\$4,500.00

*Transfer funds closed out at fiscal year-end 2022-2023 to 2023-2024 in order to complete the projects in the new fiscal year*

---

**Highway – Operation and Maintenance of Equipment**

131 – 34550	Restricted for Highways/Public Works	\$1,600.00
131 – 63100 – 418	Equipment and Machinery Parts	\$1,600.00

*Transfer funds closed out at fiscal year-end 2022-2023 to 2023-2024 in order to complete the projects in the new fiscal year*

---

**Highway – Capital Outlay**

131 – 34550	Restricted for Highways/Public Works	\$201,898.60
131 – 68000 – 790	Other Equipment	\$201,898.60

*Transfer funds closed out at fiscal year-end 2022-2023 to 2023-2024 in order to complete the projects in the new fiscal year*

---

**NOTE: Other amendments**

**Other Charges**

131 – 62000 – 399	Other Contracted Services	\$9,879.00
131 – 65000 – 502	Building and Contents Insurance	\$6,600.00
131 – 65000 – 511	Vehicle and Equipment Insurance	\$3,279.00

*Transfer unused budgeted funds to cover building and contents insurance and vehicle and equipment insurance. The budgeted amounts for FY23-24 were estimates, and the actual expenses came in higher than what was estimated in these areas.*

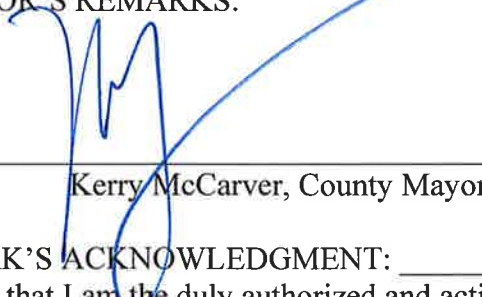
Budget Vote (7/10/2023): 4 Yes 0 No 1 Absent

Funding Source: Prior Year Unused Balances

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

**CHEATHAM COUNTY MAYOR'S REMARKS:**

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

**CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:** \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 6

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Capital Projects Fund

DATE: July 17, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Capital Projects Fund:

**NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2023-2024. After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.**

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**General Administration Projects (91110) / Public Safety Projects (91130) / Other General Government Projects (91190)**

171 – 34575	Restricted for Capital Outlay	\$395,991.31
171 – 91110 – 799 – 02	Other Capital Outlay	\$71,657.09
171 – 91130 – 790	Other Equipment	\$41,894.18
171 – 91190 – 599	Other Charges	\$3,748.00
171 – 91190 – 707	Building Improvements	\$207,972.00
171 – 91190 – 712	Heating and Air Conditioning Equipment	\$8,095.04
171 – 91190 – 799	Other Capital Outlay	\$62,625.00

*Transfer funds closed out at fiscal year-end 2022-2023 to 2023-2024 in order to complete the projects in the new fiscal year*

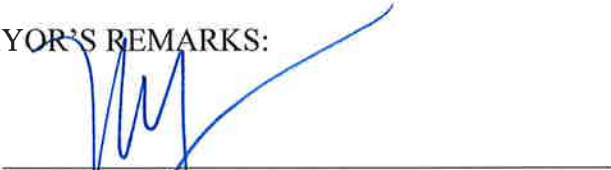
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Budget Vote (7/10/2023): 4 Yes 0 No 1 Absent  
 Funding Source: Prior Year Unused Balances

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

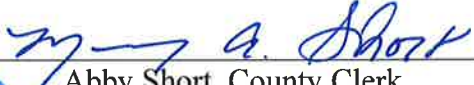
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 7

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Other Capital Projects – Vehicles Fund

DATE: July 17, 2023

MOTION BY: Mr. Eugene O. Evans, Sr.

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Other Capital Projects – Vehicles Fund:

**NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2023-2024. After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.**

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**Other General Government Projects**

178 – 34575	Restricted for Capital Outlay	\$424,637.71
178 – 91190 – 718 – 01	Motor Vehicles	\$424,637.71

*Transfer funds closed out at fiscal year-end 2022-2023 to 2023-2024 in order to complete the projects in the new fiscal year*

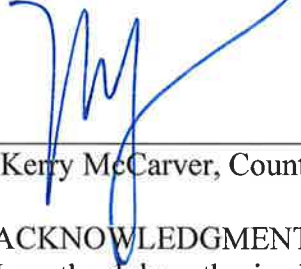
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Budget Vote (7/10/2023): 4 Yes 0 No 1 Absent  
 Funding Source: Prior Year Unused Balances

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



Abby Short, County Clerk



RESOLUTION: 8

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Solid Waste/Sanitation Fund

DATE: July 17, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

**NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2023-2024. After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.**

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**Transfer Stations**

116 – 34530	Restricted for Public Health and Welfare	\$1,874.00
116 – 55733 – 735	Health Equipment	\$1,874.00

*Transfer funds closed out at fiscal year-end 2022-2023 to 2023-2024 in order to complete the projects in the new fiscal year*

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**NOTE: Other amendments**

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**Sanitation Management**

116 – 34530	Restricted for Public Health and Welfare	\$4,476.00
116 – 55710 – 502	Building and Contents Insurance	\$3,708.00
116 – 55710 – 506	Liability Insurance	\$64.00
116 – 55710 – 511	Vehicle and Equipment Insurance	\$704.00

*Transfer funds from fund balance to cover building and contents insurance, liability insurance and vehicle and equipment insurance. The budgeted amounts for FY23-24 were estimates, and the actual expenses came in higher than what was estimated in these areas.*

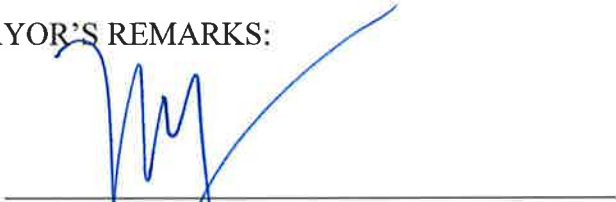
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Budget Vote (7/10/2023): 4 Yes 0 No 1 Absent  
 Funding Source: Prior Year Unused Balance

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



---

Abby Short, County Clerk



RESOLUTION: 9

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Drug Control Fund

DATE: July 17, 2023

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Drug Control Fund:

**NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2023-2024. After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.**

**Drug Enforcement**

122 – 34525	Restricted for Public Safety	\$3,747.70
122 – 54150 – 431	Drug Enforcement	\$3,543.70
122 – 54150 – 716	Law Enforcement Equipment	\$204.00

*Transfer funds closed out at fiscal year-end 2022-2023 to 2023-2024 in order to complete the projects in the new fiscal year*

Budget Vote (7/10/2023): 4 Yes 0 No 1 Absent  
 Funding Source: Prior Year Unused Balances

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 10

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Purpose School And Education Capital Projects Funds

DATE: July 17, 2023

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Eugene O. Evans, Sr.

**COMPLETED RESOLUTION:**

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School and Education Capital Projects Fund:

**Transfers Out of General Purpose School:**

---

<b>Transfers Out</b>		
141 – 39000	Unassigned	\$1,394,257.37
141 – 99100 – 590	Transfers to Other Funds	\$1,394,257.37

*Transfer funds from General Purpose School fund balance to purchase new and replace broken interior door locks throughout all Cheatham County schools*

**Transfers In to Education Capital Projects:**

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<b>Education Capital Projects</b>		
177 – 49800	Transfers In	\$1,394,257.37
177 – 91300 – 799	Other Capital Outlay	\$1,394,257.37

*Transfer funds from General Purpose School fund balance to purchase new and replace broken interior door locks throughout all Cheatham County schools*

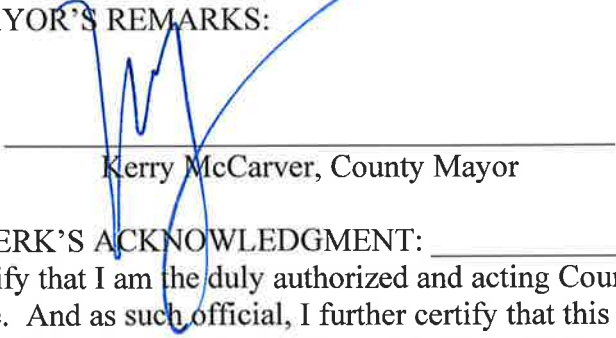
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Board of Education Vote (7/06/2023): 5 Yes 0 No 1 Absent  
 Budget Vote (7/10/2023): 4 Yes 0 No 1 Absent  
 Funding Source: General Purpose School Fund Balance

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



  
Abby Short, County Clerk

RESOLUTION: 11  
RESOLUTION TITLE: To Authorize The Following Surplus Items For County General  
DATE: July 17, 2023  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to the County General Fund: 101-44530 (Sale of Equipment)/101-44145 (Sale of Recycled Materials):

**Department: Animal Control**

Items: 2013 Konica Minolta Copier  
Model Number: 283  
Serial Numbers: A1UDRA0162434

*Items have reached end of life. Once approved for surplus, items will be disposed of.*

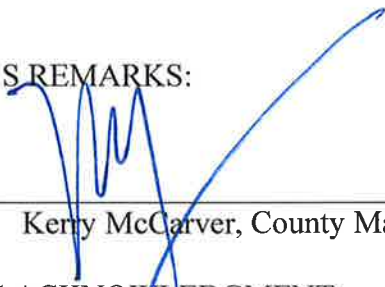
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*Budget Vote (7/10/2023): 45 Yes 0 No 1 Absent  
Funding Source: None*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 12  
RESOLUTION TITLE: To Ratify The Correction To The Hotel/Motel Tax Resolution  
DATE: July 17, 2023  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to Ratify the Correction to the Hotel/Motel Tax Resolution.

*A copy of the Hotel Motel resolution is attached.*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
Abby Short, County Clerk





RESOLUTION: 14

RESOLUTION TITLE: Resolution Designating The Purposes And Allocation Of The Hotel/Motel Tax

DATE: June 26, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS Cheatham County is authorized to and has levy a privilege tax upon the privilege of occupancy in any hotel of each transient pursuant to Chapter 16 of the Tennessee Private Acts of 1995 (the “Hotel/Motel Tax”); and

Whereas the Hotel/Motel Tax is to be designated and used for such purposes as specified by resolution of the County Legislative Body.

BE IT THEREFORE RESOLVED, by the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee as follows:

1. The Hotel/Motel Tax is hereby designated to be used for economic and community development, the promotion of tourism within Cheatham County, and any other purpose for which general funds of the County may be used.
2. For the purposes of carrying out the designated purposes, the Hotel/Motel Tax is hereby allocated as of July 1, 2023 as follows:

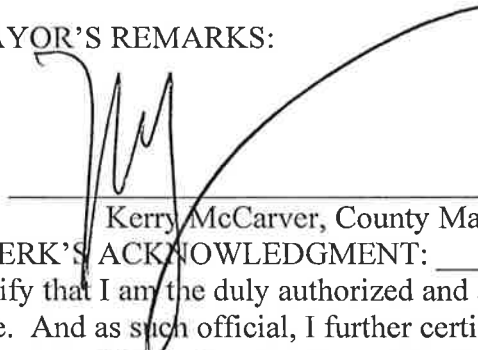
General Fund	50%
Joint Economic and Community Development Board	25% not to exceed \$25,000
The Industrial Development Board of Cheatham County	25% not to exceed \$10,000
Total	100%

3. Collections of Hotel/Motel Tax in excess of the applicable \$35,000 maximum shall be allocated to the General Fund.
4. The purposes and allocations of this resolution shall remain in effect until repealed or amended by the Cheatham County Legislative Body.
5. All prior resolutions inconsistent with the foregoing are hereby repealed.
6. This resolution shall take effect upon adoption, the public welfare requiring it.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 30<sup>th</sup> day of June 2023.



---

Abby Short, County Clerk

RESOLUTION: 13

RESOLUTION TITLE: To Authorize The Approval To Supplement Four Deputy Positions Titles As Drug Investigators

DATE: July 17, 2023

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, pursuant to Resolution 15 adopted May 17, 2021 the Cheatham County Commission authorized the use of the Sheriff's Drug Control Fund to supplement the pay of three Deputy Positions that work as Drug Investigators; and

WHEREAS Cheatham County has added a fourth Drug Investigator and wishes to authorize the use of additional funding to supplement the pay of the additional Deputy Position working as a Drug Investigator.

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, as follows:

1. The difference between Deputy pay and Investigator pay on the pay scale will be paid as a per year supplement on each of the four positions for performing the additional duties as Drug Investigator.
2. The supplement will be funded from the Sheriff's Drug Control Fund.
3. The supplement will only exist while/if funds are available in the Drug Control Fund.
4. The supplement will be retroactive to July 1, 2023.
5. All prior resolutions inconsistent with the foregoing are hereby repealed to the extent of such inconsistency.

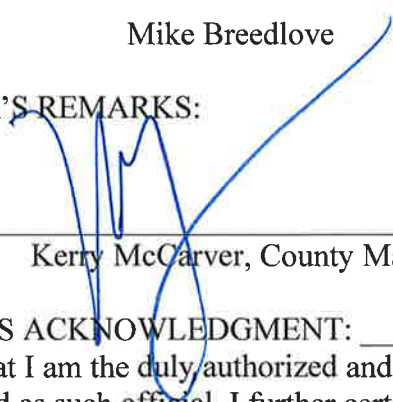
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*Budget Vote (7/10/2023): 4 Yes 0 No 1 Absent*  
*Funding Source: Drug Control Fund*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 14

RESOLUTION TITLE: To Approve The ThreeStar Fiscal Confirmation Letter, Annual Cash Flow Forecast, Acknowledgement Of The Cheatham County Debt Management Policy, And Confirmation Of Documented Internal Controls Requirement

DATE: July 17, 2023

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the ThreeStar Fiscal Confirmation Letter, Annual Cash Flow Forecast, Acknowledgement of the Cheatham County Debt Management Policy, and Confirmation of Documented Internal Controls Requirement.

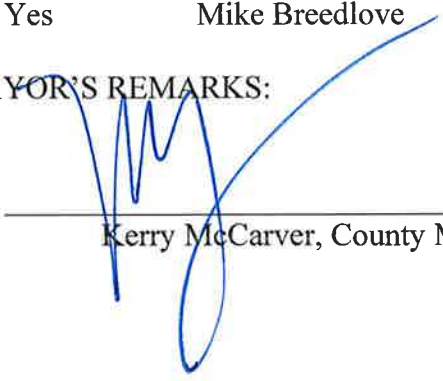
*A copy of the listed documents are attached.*

*Budget Vote (7/10/2023): 4 Yes 0 No 1 Absent  
Funding Source: None*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



---

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

*Abby Short*

Abby Short, County Clerk



ThreeStar Fiscal Confirmation Letter:



**CHEATHAM  
COUNTY**

*A great place  
to raise a family*

County Mayor

**Kerry R. McCarver**

kerry.mccarver@cheathamcountytga.gov

Phone: (615) 792-4316

Fax: (615) 792-2001

**Fiscal Strength and Efficient Government Fiscal Confirmation Letter  
2023-2024 ThreeStar Program requirements**

Date: July 17, 2023

This document confirms that Cheatham County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to the issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt, the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.
- The county mayor and county commission acknowledge that all county offices are required to have documented system of internal controls (TCA Section 9-18-102).
- The county has a functioning Audit Committee that meets TN Comptrollers' standards and minutes from the County meeting are attached, along with a list of committee members. The meeting was held on 17<sup>th</sup> day of July, 2023.

**County Audit Committee**

This is an acknowledgment that the Audit Committee, meeting TN Comptroller Standards, met on 17<sup>th</sup> day of July, 2023. A list of committee members and the meeting minutes are also required.

- Minutes of this meeting and a list of members have been included as documentation of this agenda item.

**Debt Management Policy**

This is an acknowledgement that the *Debt Management Policy of Cheatham County is on file with the Office of the Comptroller of the Treasury* and was reviewed with the members of the Cheatham County Commission present at the meeting held on the 17<sup>th</sup> day of July.

- Minutes of this meeting have been included as documentation of this agenda item.

**Annual Cash Flow Forecast**

This is an acknowledgement that *prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office* and was reviewed with the members of the Cheatham County Commission present at the meeting held on the 17<sup>th</sup> day of July, 2023.

- Minutes of this meeting have been included as documentation of this agenda item.

**Confirmation of Documented Internal Controls Requirement**

This is an acknowledgement that Cheatham County Commission understands that all county offices are required to develop a documented system of internal control for all offices, funds, and departments under the authority and administration of the elected officials of Cheatham County in compliance with Section 9-18-102 (a), Tennessee Code Annotated.

350 Frey Street • Ashland City, TN 37015

# Annual Cash Flow Forecast:

Attachment E  
Cash Flow Statement  
FY 2024

County Name: Cheatham County

General Fund	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
Cash Receipts	\$ 1,052,623	\$ 1,258,622	\$ 996,451	\$ 1,472,597	\$ 2,135,897	\$ 6,945,520	\$ 2,219,041	\$ 6,166,136	\$ 1,253,784	\$ 1,687,382	\$ 1,496,986	\$ 1,246,235	\$ 27,934,274
Loan Proceeds													
Total Cash Inflows	1,052,623	1,258,622	996,451	1,472,597	2,135,897	6,945,520	2,219,041	6,166,136	1,253,784	1,687,382	1,496,986	1,246,235	27,934,274
Beg Cash Bal	10,306,249	8,936,611	8,095,147	7,295,753	6,778,826	7,126,122	11,758,576	10,166,401	14,306,172	12,428,307	12,199,037	10,954,663	120,345,864
Available Cash	11,358,871	10,195,233	9,091,598	8,768,350	8,914,723	14,071,642	13,977,617	16,332,537	15,533,956	14,115,690	13,696,023	12,200,898	148,277,137
Cash Payments	2,422,260	2,100,086	1,795,845	1,989,524	1,788,601	2,313,065	3,811,216	2,032,366	3,125,648	1,916,652	2,741,360	2,070,166	28,106,790
Debt Service													
Transfers Out (PILOT, etc)													
Total Cash Outflows	2,422,260	2,100,086	1,795,845	1,989,524	1,788,601	2,313,065	3,811,216	2,032,366	3,125,648	1,916,652	2,741,360	2,070,166	28,106,790
End Bal	8,936,611	8,095,147	7,295,753	6,778,826	7,126,122	11,758,576	10,166,401	14,306,172	12,428,307	12,199,037	10,954,663	10,130,732	120,170,347
Cash Inflows - Outflows	\$ (1,369,638)	\$ (841,464)	\$ (799,394)	\$ (516,927)	\$ 347,296	\$ 4,632,454	\$ (1,592,175)	\$ 4,133,771	\$ (1,871,864)	\$ (229,270)	\$ (1,244,375)	\$ (823,931)	\$ (175,516)

General Purpose School Fund	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
Cash Receipts	\$ 2,306,650	\$ 4,853,727	\$ 4,605,915	\$ 4,852,006	\$ 5,250,580	\$ 8,253,392	\$ 5,325,915	\$ 7,311,728	\$ 4,720,632	\$ 4,802,263	\$ 1,641,126	\$ 5,331,786	\$ 59,255,703
Loan Proceeds													
Total Cash Inflows	2,306,650	4,853,727	4,605,915	4,852,006	5,250,580	8,253,392	5,325,915	7,311,728	4,720,632	4,802,263	1,641,126	5,331,786	59,255,703
Beg Cash Bal	17,047,034	15,655,274	15,282,080	15,427,896	15,311,459	13,582,145	17,402,845	18,138,048	21,324,050	21,340,535	21,507,365	18,595,182	210,608,913
Available Cash	19,353,665	20,509,001	19,887,995	20,279,902	20,562,040	21,835,537	22,738,760	25,449,776	26,044,682	26,142,798	23,143,494	23,926,968	269,864,616
Cash Payments	3,698,391	5,226,921	4,460,099	4,968,443	6,979,895	4,432,693	4,590,712	4,125,726	4,704,147	4,640,433	4,548,312	6,833,380	59,209,150
Debt Service													
Transfers Out (PILOT, etc)													
Total Cash Outflows	3,698,391	5,226,921	4,460,099	4,968,443	6,979,895	4,432,693	4,590,712	4,125,726	4,704,147	4,640,433	4,548,312	6,833,380	59,209,150
End Bal	15,655,274	15,282,080	15,427,896	15,311,459	13,582,145	17,402,845	18,138,048	21,324,050	21,340,535	21,507,365	18,595,182	17,099,588	210,655,466
Cash Inflows - Outflows	\$ (1,391,760)	\$ (373,195)	\$ (145,816)	\$ (116,937)	\$ (1,729,315)	\$ 3,820,700	\$ 735,203	\$ 3,186,002	\$ 16,484	\$ (161,831)	\$ (1,907,183)	\$ (1,501,594)	\$ 46,553

Solid Waste/Sanitation Fund	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
Cash Receipts	\$ 77,183	\$ 79,145	\$ 68,176	\$ 100,967	\$ 130,529	\$ 450,144	\$ 147,838	\$ 347,937	\$ 92,998	\$ 87,498	\$ 108,213	\$ 95,315	\$ 1,785,944
Loan Proceeds													
Total Cash Inflows	77,183	79,145	68,176	100,967	130,529	450,144	147,838	347,937	92,998	87,498	108,213	95,315	1,785,944
Beg Cash Bal	710,081	607,213	486,623	229,098	202,160	185,960	512,912	415,774	640,719	626,103	612,700	630,383	5,859,725
Available Cash	787,264	686,358	554,799	338,065	332,689	636,104	660,751	763,711	733,717	713,601	729,913	725,698	7,645,669
Cash Payments	180,051	199,736	325,700	127,905	146,730	123,192	244,976	122,992	107,613	160,901	90,530	96,917	1,867,244
Debt Service													
Transfers Out (PILOT, etc)													
Total Cash Outflows	180,051	199,736	325,700	127,905	146,730	123,192	244,976	122,992	107,613	160,901	90,530	96,917	1,867,244
End Bal	607,213	486,623	229,098	202,160	185,960	512,912	415,774	640,719	626,103	612,700	630,383	628,781	5,778,425
Cash Inflows - Outflows	\$ (102,868)	\$ (120,590)	\$ (257,523)	\$ (26,938)	\$ (16,200)	\$ 326,953	\$ (97,138)	\$ 224,945	\$ (14,616)	\$ (13,403)	\$ 17,683	\$ (1,682)	\$ (81,300)



**Cheatham County Debt Management Policy:**

RESOLUTION: 13  
RESOLUTION TITLE: To Approve The Debt Management Policy  
DATE: December 19, 2011  
MOTION BY: Mr. Donnie Jordan  
SECONDED BY: Mr. Rob Myers

**COMPLETED RESOLUTION:**

**BE IT THEREFORE RESOLVED**, That the Cheatham County Legislative Body meeting in Regular Session this the 19<sup>th</sup> day of December 2011 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, **WHEREAS**, The Debt Management Policy is approved. See attached.


*Funding Source: None*

*Budget Vote: 5 Yes 0 No 0 Absent*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent.

Betty Ramsey	Yes	Donnie Jordan	Yes
Dorris Sanders	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	David Davidson	Yes
Rob Myers	Yes	LeAnn Engelman	Yes
Dale McCarver	Yes	John Haines	Yes
John Paul Wood	Yes	Jimmy Hedgepath	Yes


**CHEATHAM COUNTY MAYOR'S REMARKS:**

  
David McCullough, County Mayor

**CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:**

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable David McCullough, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 27<sup>th</sup> day of December 2011.

  
Teresa Gupton, County Clerk

**CHEATHAM COUNTY  
MAYOR'S OFFICE**

DEC 28 2011

**RECEIVED**

# *Cheatham County, Tennessee*



## *Debt Management Policy*

**Goal/Mission:** To provide management with appropriate guidelines and direction to assist in making sound debt management decisions. To further demonstrate strong financial management practices for our county citizens, outside investors, and credit agencies.

**Objectives:**

1. Enhance decision process transparency and identify all expenditures of principal, interest, and annual costs along with issue specific transaction costs
2. Address hiring outside professionals
3. Address any potential conflict of interest issues
4. Additional requirements for new debt

**1. Enhance transparency of decisions by way of Annual Debt Report, Annual Budgets, and Specific New Issue Report**

Responsibilities for analysis and reporting shall be with the County Mayor/Executive and the county's budget committee.

To insure transparency of decisions, an annual debt payment reports and annual debt service budgets, as well as specific issuance debt reports (i.e. those required by state law) shall be prepared and available for public review and comment. County officials will comply with State of Tennessee Open Record laws and respond to record requests from any citizen of Tennessee promptly.

**Annual Debt Report**

An annual debt payment report shall be submitted to the county legislative body by June of each year, generally the report will be presented with the annual debt budget.

The annual report shall consist of but not be limited to:

- Budget summary and detailed budget as required by the Comptroller's office.
- Net Debt Calculation (Total Principal outstanding less most recent year respective debt fund balance).
- Calculation of Net Debt per capita from last official census (net debt/population).
- Documentation of the most recent debt rating.
- Reports will reflect estimated fund balance.

**Annual Debt Budgets**

Annual Debt Budgets shall be adopted by the county legislative body and comply with legal notice and filings requirements per the Cheatham County Charter and State Open Records Law.

### **New Debt Issuance**

Any new debt issuance shall comply with State Form CT-0253 as well as any other state required forms that detail all associated costs for the issuance of the proposed debt. These records will be available for public and county commission inspection prior to the commission approval of the debt issuance.

## **2. Hiring of professionals for Debt Issuance**

- From time to time the county may hire legal counsel, a financial advisor or underwriter to assist in issuance of debt.
- Financial Advisor: The County shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. Whether in a negotiated or competitive sale, the financial advisor shall **not** be permitted to bid on, privately place or underwrite an issue for which they are providing advisory services for the issuance. The county will utilize the most current definition of "financial advisor", as determined by the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board, when determining what exactly defines a financial advisor.
- Underwriter: If there is an underwriter, the county shall require the underwriter to clearly identify itself in writing (e.g. in a response to a request for proposal or in promotional materials provided to the issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the county with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the county's. The underwriter in a publically offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the governing body in advance of the pricing of the debt.
- All professionals involved with the cost of issuance of debt shall disclose the estimated cost of their respective services including "soft" costs or compensations in lieu of direct payments to the county commission prior to the issuance of the debt.

### **3. Conflict of interest issues**

- It is required that all professionals related to the debt issue will enter into a written engagement letter related to their proposed services, cost, and any potential conflict of interest. These letters will be signed by the county mayor and are open records.
- Professionals involved in a debt transaction hired or compensated by the county shall be required to disclose to the county existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the county to appreciate the significance of the relationships. No engagement letter is required for any lawyer who is an employee of the county or lawyer or law firm which is under a general appointment or contract to serve as counsel to the county. The county does not need an engagement letter with counsel not representing the county, such as underwriters' counsel.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

### **4. Additional Requirements for New Debt**

- All leases will be reviewed by the county attorney prior to execution of the lease, in order to determine if the instrument is a capital or operating lease. No county official that is not authorized by State statute should execute a capital lease on behalf of the county. Since capital leases are typically the least used and most expensive means of financing, the county commission should fully understand the cost of the asset and borrow cost imputed, as well as, whether they intend to use the asset through the end of its useful life.
- In accordance with State statute, no repayment schedule of debt will extend past the useful life of the asset that the funds are being issued for. The most current, adopted county's capital asset policy will be referenced for asset useful lives.

- If borrowing using capital outlay notes, the county should solicit a minimum of three rate and issuance cost quotes and select the lowest and best offer. The county will contact the State loan pool to solicit a quote from the pool, as well as local banks.
- Repayment schedules should use the straight-line method of repayment (debt retirement similar to a conventional home loan). Any other repayment schedule must be approved by the comptroller's office in writing and fully disclose the additional interest cost compared to straight-line repayment.
- When considering bonded debt, the county will compare the proposed repayment schedule with the straight-line method noted and will determine whether the new debt has an advanced repayment schedule, straight-line or back loaded schedule.
- The county commission may utilize variable rate debt in the county's overall debt management plan. The county will maintain a reasonable fund balance in the debt service fund to safeguard against interest rate and liquidity risks.
- In the case of refinancing, an analysis report shall be provided which fully explains the reasons for the refinancing and the net savings and costs of the refinancing which will including not only interest charges but also the fees associated with the transaction.
- State Form C I- 0253 will be prepared prior to a new issue reflecting a preliminary estimate of cost of issuance and this form will be reviewed by the county commission at the time of debt approval.

RESOLUTION: 15 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On Three-Star Application For Year 2023

DATE: July 17, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

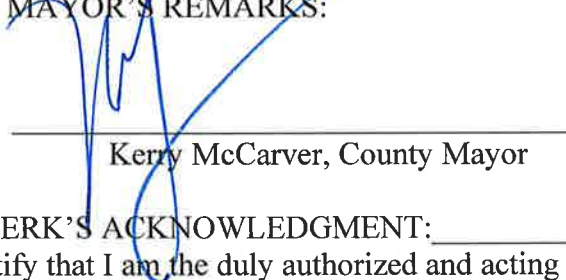
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Three-Star Application for Year 2023 is approved.

*A copy of the application is attached.*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
 \_\_\_\_\_  
 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
\_\_\_\_\_  
Abby Short, County Clerk







**Fiscal Strength and Efficient Government Fiscal Confirmation Letter  
2023-2024 ThreeStar Program requirements**

Date: July 17, 2023

This document confirms that Cheatham County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to the issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt, the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.
- The county mayor and county commission acknowledge that all county offices are required to have documented system of internal controls (TCA Section 9-18-102).
- The county has a functioning Audit Committee that meets TN Comptrollers' standards and minutes from the County meeting are attached, along with a list of committee members. The meeting was held on 17<sup>th</sup> day of July, 2023.

**County Audit Committee**

This is an acknowledgment that the Audit Committee, meeting TN Comptroller Standards, met on 17<sup>th</sup> day of July, 2023. A list of committee members and the meeting minutes are also required.

- Minutes of this meeting and a list of members have been included as documentation of this agenda item.

**Debt Management Policy**

This is an acknowledgement that *the Debt Management Policy of Cheatham County is on file with the Office of the Comptroller of the Treasury* and was reviewed with the members of the Cheatham County Commission present at the meeting held on the 17<sup>th</sup> day of July.

- Minutes of this meeting have been included as documentation of this agenda item.

**Annual Cash Flow Forecast**

This is an acknowledgement that *prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office* and was reviewed with the members of the Cheatham County Commission present at the meeting held on the 17<sup>th</sup> day of July, 2023.

- Minutes of this meeting have been included as documentation of this agenda item.

**Confirmation of Documented Internal Controls Requirement**

This is an acknowledgement that Cheatham County Commission understands that all county offices are required to develop a documented system of internal control for all offices, funds, and departments under the authority and administration of the elected officials of Cheatham County in compliance with Section 9-18-102 (a), Tennessee Code Annotated.

RESOLUTION: 15 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On Better Business Equipment Co. Inc Contract For Animal Control

DATE: July 17, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

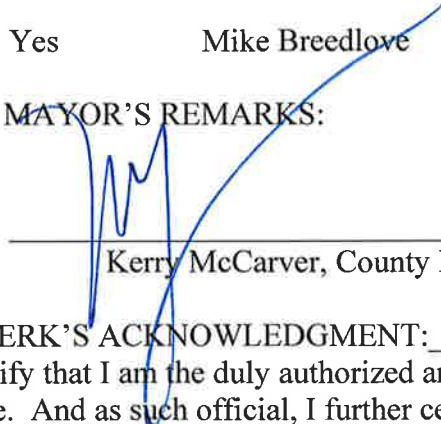
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Better Business Equipment Co. Inc contract for Animal Control is approved.

*A copy of the contract is attached.*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




---

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
\_\_\_\_\_  
Abby Short, County Clerk





310 Wilson Pike Circle, P.O. Box 3549, Brentwood, TN 37024-3549  
 Phone 615-255-0485 • Fax 615-259-3408 • www.bbesolutions.com

**SALES ORDER**

**CUSTOMER - BILL TO**

**DELIVERY ADDRESS**

<b>NAME</b> Cheatham County Animal Control				<b>NAME</b> Cheatham County Animal Control			
<b>ADDRESS</b> 2797 Sams Creek Rd				<b>ADDRESS</b> 2797 Sams Creek Rd <b>STE</b>			
<b>CITY, ST</b> Pegram, TN		<b>ZIP</b> 37143		<b>CITY, ST</b> Pegram, TN		<b>ZIP</b> 37143	
<b>PHONE #</b> 615-792-3647		<b>PO #</b> 0		<b>ATTN:</b> Brittany Sellers			
<b>QTY</b>	<b>BRAND/MODEL</b>	<b>SERIAL NO.</b>	<b>ID NO.</b>			<b>AMOUNT</b>	
1	Sharp BP-50C26					\$ 3,971.50	
1	DE12 (Paper Drawer)						
1	TU10 (Center Exit Tray)						
1	FX11 (Fax Kit)						
<b>SPECIAL INSTRUCTIONS:</b>				<b>TERMS/NET UPON DELIVERY</b>		<b>Total Sales</b>	<b>\$ 3,971.50</b>
End Service Contract on ID# 17208						<b>Less Trade-In</b>	
<b>MAINTENANCE CONTRACT PRICING:</b>						<b>SubTotal</b>	<b>\$ 3,971.50</b>
Color will be billed @ \$0.05 per image and B&W will be billed @ \$0.0075						<b>Sales Tax</b>	<b>\$ -</b>
<b>TRADE IN:</b>	<b>MAKE/MODEL</b>	<b>SERIAL NO.</b>	<b>AMOUNT</b>			<b>TOTAL</b>	<b>\$ 3,971.50</b>

Upon execution by Customer this Sales Order shall constitute an offer by Customer to purchase the foregoing equipment and/or software for the price set forth above and upon the terms and conditions contained herein and on the reverse side of this Sales Order. Upon execution hereof by a duly authorized representative of Better Business equipment Co. Inc., d/b/a bbesolutions said offer shall be deemed accepted and this Sales Order shall constitute a binding contract between the parties.

Salesperson: Scott Willett  
**Better Business Equipment Co. Inc., d/b/a bbesolutions**

**Customer:** \_\_\_\_\_

Accepted On: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

#### TERMS AND CONDITIONS OF SALE

1. **SALE OF PRODUCTS.** Better Business Equipment Co., Inc. ("Seller") d/b/a bbsolutions shall sell to Customer and Customer shall purchase from Seller the equipment and/or software described on the reserve side of this agreement (collectively, the "Products"), F.O.B. Seller's location in Nashville, Tennessee for the purchase price and upon the terms and conditions contained herein.
2. **DELIVERY.** Delivery of the Products shall be made on or before a date to be confirmed by Seller within two (2) business days following acceptance of this Sales Order. Products typically will be shipped within 1-8 weeks of order. Seller will verify purchase price, including all applicable taxes, shipping and handling charges at the time of order confirmation. Delivery of the Products by Seller to the carrier at the point of shipment shall constitute delivery to Customer, subject to a security interest of Seller for the unpaid purchase price. Seller may withhold delivery if Customer is in default to Seller on this or any other order. Seller shall not be liable for any delay or failure to deliver if the delay or failure is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the reasonable control of the Seller.
3. **PAYMENT.** Visa and MasterCard Accepted. Payment other than by credit card is due in full within ten (10) days after shipment with established and/or approved credit. Absent approval of credit payment is due in full prior to shipment of the Product. Any amounts not paid when due shall bear a late charge of 1 1/2% per month from the due date. Any taxes with respect to the purchase price (other than taxes based on Seller's net income) shall be paid by Customer. Credit card payments will be processed at the time of shipment.
4. **SECURITY INTEREST.** Customer hereby grants to Seller a purchase money security interest in the Products delivered to Customer pursuant to this Sales Order to secure payment of the purchase price of the Products. Customer authorizes Seller to file one or more financing statements perfecting said security interest from time to time and without the joinder of Customer. Customer further agrees to sign, at Seller's request, financing statements, amendments, continuation statements and other documents necessary to evidence, perfect, continue or amend such security interest.
5. **LIMITED WARRANTIES BY MANUFACTURER.** Products are warranted by the manufacturer against defects in workmanship and material during the applicable warranty period, subject to the conditions, limitations and exclusions contained in manufacturer's warranty. Customer is responsible for familiarizing itself concerning the terms of said warranty and completing all steps required by the manufacturer to initiate such warranty coverage, including by way of example and not limitation, the filling out and mailing of warranty registration cards.
6. **DISCLAIMER OF WARRANTIES.** Customer acknowledges that Seller acts solely as a third party distributor of Products and that only the manufacturer or supplier of Products is and shall be responsible to Customer, Seller or third parties for any defects, breaches, liability, claims, damages, obligations, and costs and expenses related to Products (whether legal or equitable) ("Claims"). Customer agrees to look solely to the manufacturer or supplier of the Products for all Claims whether arising from breaches of manufacturer or supplier's warranty or otherwise and for any maintenance, support, repair or replacement or other remedy with respect to Claims. Seller transfers to Customer any transferrable warranty and indemnity made to Seller by manufacturer or supplier of Products to the extent transferable and permitted by law. Seller makes no representation, covenant or warrant with respect to the extent or enforceability of manufacturer or supplier's warranty or indemnity. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SELLER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO (A) THE MERCHANTABILITY OF PRODUCTS, (B) THE FITNESS OF PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER, (C) WHETHER THE USE OF THE PRODUCTS SHALL BE UNINTERRUPTED OR ERROR FREE, (D) WHETHER THE PRODUCTS WILL FUNCTION WITHOUT INTERRUPTION OR OTHER MALFUNCTION CAUSED BY THE PROCESSING OF OR OCCURRENCE OF ANY DATE, (E) ARISING BY ANY COURSE OF DEALING COURSE OF PERFORMANCE OR USAGE OF TRADE, (F) NON-INFRINGEMENT OR (G) TITLE TO SOFTWARE. Customer's sole and exclusive remedy for nonconforming Products shall be, at Seller's option, the replacement or repair of Products at Seller's cost or Seller's refund of purchase price. No repair or replacement shall extend any warranty period.
7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS.
8. **LIMITATION OF DAMAGES.** CUSTOMER SHALL IN NO EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, TO LOSS OF PROFIT, PROMOTIONAL AND/OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION, BUSINESS INTERRUPTION AND/OR LOSS OF CUSTOMERS OR DATA.
9. **NON CONFORMING PRODUCTS.** Customer is responsible for inspecting Products promptly upon receipt. Except as provided by any separate written warranty, Customer waives any claim based on nonconforming Products unless such claim is made within ten (10) days after Customer learns of the defect complained of, but in any event within sixty (60) days after delivery of the Products by Seller. All claims of Customer shall be made in writing by certified mail, return receipt requested, addressed to Seller at its address set forth herein.
10. **DEFAULTS AND REMEDIES.** If Customer fails to pay any amount to Seller when due or fails to perform any other material term of this Agreement and such failure continues unremedied for ten (10) days after receipt of written notice from Seller, Customer shall be in default and Seller may cancel all or any part of this Agreement and exercise any available rights, included but not limited to any rights of a seller or secured party under the Tennessee Uniform Commercial Code. Upon such cancellation, Customer shall be liable for all applicable costs, charges, and damages incurred by Seller as a result thereof. In the event Seller employs an attorney to collect any amounts due from Customer, to enforce Seller's rights under this Sales Order, to defend any claims asserted by Customer in connection with the sale of the Products or otherwise in connection with the transactions contemplated hereby, Customer shall pay all of Seller's costs and expenses in connection therewith, including reasonable attorney's fees, court costs and all other costs or expenses incurred by Seller in connection with such proceedings.
11. **LIMITATIONS OF ACTIONS.** No action shall be maintained by Customer against Seller unless written notice of any claim alleged to exist is delivered by Customer to Seller within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within ninety (90) days after such notice. In no event may action for breach be commenced more than one year after the cause of action accrues.
12. **INTELLECTUAL PROPERTY SELLER.** shall have no liability or obligation in connection with any claims of infringement to any patent, trademark, copyright, trade secret or other proprietary right or information.
13. **ADVICE.** If technical advice is offered or provided in connection with the sale of any Products it is provided as an accommodation to Customer, without charge, and SELLER does not warrant and has no responsibility or liability whatsoever for the content of or use of such advice.
14. **ENTIRE AGREEMENT; GOVERNING LAW; EXCLUSIVE FORUM.** This Sales Order, including all agreements, covenants, conditions and provisions contained herein (collectively, the "Agreement"), is the entire contract between the parties with respect to the subject matter hereof and supercedes all prior agreements and negotiations between them as to the subject matter, and shall apply to and bind the assignees and successors in interest of Seller and Customer. This Agreement is not assignable by Customer without Seller's prior written consent. Facsimile signatures or other reliable means of authentication by which Customer signifies its assent to this Agreement shall be effective to bind Customer to this Agreement and any record containing an electronic signature shall be deemed for all purposes to have been "signed" by Customer and will constitute an "original" when printed from electronic records established and maintained by Seller or its agents in the normal course of business. The waiver by Seller of any breach or default shall not be deemed to be a waiver of any later breach or default. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time. If any provision or portion of this Agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions shall not be affected. The headings are used for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. Any clerical errors are subject to correction. This Agreement is made pursuant to and shall be construed and enforced according to the substantive laws of the State of Tennessee and without regard to its laws concerning choice of law. The parties agree that any legal action brought by either party hereto in connection with this Agreement or the transactions contemplated hereby shall be maintained only in the Federal District Court for the Middle District of Tennessee or in the Chancery Court for Davidson County, Tennessee and each party hereby irrevocably submits to the jurisdiction of said courts. This Agreement may be executed and delivered by telefacsimile transmission or other electronic means pursuant to the Tennessee Uniform Electronic Transactions Act as enacted in Sections 47-10-101 et seq. of Tennessee Code Annotated, including, but not limited to, the definitions of "Electronic Record", "Electronic Signature", and "Contract", whether or not capitalized herein. The electronic signature of a party, or a signature transmitted or delivered by electronic means, shall be binding upon such party as fully as though such signature was executed and delivered in person.



Company Name:

Cheatham County Animal Control

**CONTROLLER Installation Process**

**Support:**

- BBE will warranty controllers for five years from original purchase date if kept under continuous maintenance with BBE. Labor services to be provided shall include cleaning of the Print Controller and related hardware and the adjustment, repair or replacement, without charge, of functional parts or elements which become broken or worn as the result of normal usage of the Print Controller and are necessary for machine operation. Damage or loss resulting from the misuse or perils such as fire, theft, water damage, lightning, power surges, or for any other cause external to the machine are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will cause this agreement to be null and void. This agreement does not include adding and/or changing any workstations to interface with the proposed equipment at the completion of the initial install. This agreement does not cover any work necessitated by the Customer Network changes. BBE will not service the Computers and/or monitors and their associated hardware that may be included with the proposed equipment. Customer shall provide BBE with full and free access to the Print Controller in order to service the same. BBE will provide Customer with up to three (3) hours of remote or on-site technical software support related solely to the Print Controller and its functionality. Service calls shall be made during regular business hours, 8:00 am to 5:00 pm, Monday through Friday (excluding holidays). Software support in excess of three (3) hours will be billed at BBE's normal hourly rates in effect at the time of service.

**Payment:**

- Payment terms are net fifteen (15) days and will be in default if not paid within thirty (30) days of invoice. In the event, Customer's account becomes thirty (30) days or more delinquent, BBE shall not be obligated to provide services, parts or supplies to Customer and may suspend performance of its undertakings and obligations hereunder until Customer's account is brought current.

<b>Brand / Model</b>	<b>ID Number</b>	<b>SERIAL Number</b>
Sharp BP-50C26		

**Overview:**

- Upon execution of this document (hereinafter the "Installation Procedure Guideline"), Customer should complete the pre-installation checklist page. The checklist must be completed in order to facilitate the proper and efficient installation of the system by BBE. BBE will then schedule the equipment for delivery. On the date scheduled for delivery, the equipment will be installed in a stand-alone environment. BBE will complete network installation and on-site training within three (3) business days of delivery.

**Customer Responsibilities Include:**

- Completion of the Pre-Installation Requirements checklist, Installation Process signature sheet and Controller Support Agreement.
- Provide a sole circuit, dedicated electrical power outlet meeting the manufacturer's specifications.
- Provide a dedicated active network port and a RJ45 patch cable to connect the proposed equipment to the network.
- Provide a single point of contact ("Network Administrator") on-site for installation support, workstation setup, and training.
- BBE will not service the Computers and/or monitors and their associated hardware that may be included with the proposed equipment.
- Provide a safe working environment for BBE representatives.
- Completion of a backup of all existing data and programs.
- Provide full and immediate access to equipment by BBE representatives. *If representatives are required to wait more than fifteen (15) minutes for access to equipment, Customer will be billed for excess waiting time at prevailing rates.*

**BBE Initial Installation includes:**

- Delivery, installation and connection of system to Customer network. *BBE will not provide the RJ45 patch cable to connect the proposed equipment.*
- Loading drivers and testing functionality on a maximum of five (5) workstations and/or the server. *BBE will set up additional workstations at the setup rate of \$50.00 per workstation during initial installation. Subsequent installations are billable at BBE's then current network services rate.*
- Training Network Administrator on connecting the system to the network, installing drivers and general use of drivers in applications during initial installation.
- Training for users which will cover basic operations using the drivers with applications during the initial installation. *More specific training will be done on an individual basis in the week following the initial installation as scheduled by the Network Administrator.*

**BBE Additional Services & Upgrades:**

- Customer acknowledges that some custom-based application software may not respond properly to certain networked products. BBE will work with the customer to try to resolve any such issues. **BBE is not responsible for any product performance issues that occur as a result of subsequent modifications to the customer's network, specialized software applications, environment, topology or protocols.** In such an event, BBE will provide assistance with any issues that may arise, *billable* at the networking service rate then in effect.

This document must be signed before the network installation procedure can begin. Signature on this document signifies acceptance of the above terms and limitations.

Customer's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Please Print Name \_\_\_\_\_

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

**Limitation of Liability**

BBE shall not be held responsible for BBE's failure or inability to provide timely delivery, installation and training service if such failure or inability is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the reasonable control of BBE. BBE shall have no liability or obligation in connection with any claims of infringement to any patent, trademark, copyright, trade secret or other proprietary right or information. BBE shall have no liability or obligation in connection with any damages, losses or repairs or reprogramming that may become necessary on account of electrical spikes or sags resulting from faulty electrical outlets or improper wiring in building or at service pole or otherwise. IN NO EVENT WILL BBE, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, OR THE LIKE, ARISING OUT OF THE INSTALLATION, CONNECTION, INTERFACING, OR OPERATION OF THE PRODUCT WITH ANY OTHER PROPERTY OR EQUIPMENT.

**Indemnification**

Customer shall indemnify, defend and hold harmless BBE, its officers, directors, shareholders, employees, agents, successors and assigns from and against any claims, losses, liabilities, costs and expenses, including but not limited to damages, costs or expenses of litigation and reasonable attorney fees, arising out of or in connection with BBE's representatives or other personnel being on Customer's premises on account of the installation of and training related to the System or any acts or omissions of Customer, its employees, agents, customers, licensees or invitees.

**Miscellaneous**

Customer acknowledges that some custom based application software may not respond properly to certain networked products. BBE will work with the customer to try to resolve any such issues. BBE is not responsible for any product performance issues that occur as a result of subsequent modifications to the customer's network, software applications, environment, topology or protocols. In such an event, BBE will provide assistance with any issues that may arise, billable at the networking service rate then in effect.

This Installation Procedure Guideline is subject to and supplements the terms and conditions contained in any sales or purchase order (a "Sales Order") previously entered into between BBE and Customer relating to the Equipment. In the event of a conflict between this Installation Procedure Guideline and a Sales Order, the terms contained in the Sale Order shall prevail.

Additional networking services are available from BBE at hourly rates: Speak to your BBE sales person for details.

**Sales Person:**

S. Willett

**Delivery Date:** 7/20/2023



**Maintenance Agreement for Copying Systems**

*This Agreement consists of this Document and the attached Sales Order (the) and is made and entered into between Better Business Equipment Co., Inc. ("BBE") d/b/a bbesolutions and Cheatham County Animal Control ("Customer"). Pursuant to this Agreement, BBE shall provide maintenance and replacement parts for the copier/printer equipment described in the attached Sales Order (the "Copier") on the terms and conditions contained herein.*

**PLAN 1 -**

ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_

**All BLACK & WHITE images -**

\$ 0.0075 per 8 1/2" x 11" **BLACK & WHITE** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for N/A copies per quarter.

Overage will be billed at a rate of \$ 0.0075 per 8 1/2" x 11" **BLACK & WHITE** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

**All COLOR images -**

\$ 0.05 per 8 1/2" x 11" **COLOR** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for N/A copies per quarter.

Overage will be billed at a rate of \$ 0.05 per 8 1/2" x 11" **COLOR** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

Agreement includes all service calls, parts and labor, except consumable supply items. For the purposes of this Agreement, consumables are paper and staples.

**METER READINGS:**

*Please list the contact person(s) whom we will contact for meter readings of the copier/printer system(s) listed above. Meters will be estimated if customer can't provide valid meters for billing.*

Name and Email Address of person responsible for "Meter Readings" on equipment:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Email Address for Invoices: \_\_\_\_\_



**PLAN 2 -**

ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_

**All BLACK & WHITE images -**

\$ \_\_\_\_\_ per 8 1/2" x 11" **BLACK & WHITE** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for \_\_\_\_\_ copies per quarter.

Overage will be billed at a rate of \$ \_\_\_\_\_ per 8 1/2" x 11" **BLACK & WHITE** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

**All COLOR images -**

\$ \_\_\_\_\_ per 8 1/2" x 11" **COLOR** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for \_\_\_\_\_ copies per quarter.

Overage will be billed at a rate of \$ \_\_\_\_\_ per 8 1/2" x 11" **COLOR** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

Agreement includes all service calls, parts and labor, except consumable supply items. For the purposes of this Agreement, consumables are paper and staples.

**NETWORK SUPPORT SERVICES : ACCEPTED YES: \_\_\_\_\_ NO: \_\_\_\_\_**

\$ 10.00 per month for the 1st machine and \$2.00 per month for every other machine. This monthly fee includes loading print drivers, training, configuring IP addresses, and phone support as needed. Without this coverage, you may be billed \$188.00 per hour for on-site digital support.

**I. Term of Agreement**

This Agreement shall be for an initial term of one (1) year commencing on the later of the date this Agreement is signed by Customer or by Company (the "Commencement Date") and shall automatically renew at the end of the initial term and each renewal term for an additional one (1) year renewal term unless terminated in the manner herein permitted. The maximum term of this Agreement shall be five (5) years from the Commencement Date. At the expiration of such five (5) year maximum term, service may be provided by Company on a time and materials basis. Either party may terminate this Agreement as of the last day of the then-current term (the "Termination Date") by giving written notice of termination to the other party not less than thirty (30) days prior said to said Termination Date. If the Copier is sold, transferred or relocated from Company's normal service area, the Agreement may be cancelled upon thirty (30) days written notice.

**II. Services To Be Provided By Company**

Subject to Customer's performance of its undertakings and obligations hereunder within the time and in the manner required hereunder, Company will provide periodic servicing of the Copier, including labor and materials. Labor services to be provided shall include cleaning of the Copier and the adjustment, repair or replacement, without charge, of parts or elements which become broken or worn as the result of normal usage of the Copier. Customer shall provide Company with full and free access to the Copier in order to service the same. COMPANY SHALL NOT BE OBLIGATED TO REPLACE OR REPAIR "CONSUMABLES." FOR THE PURPOSES OF THIS AGREEMENT, CONSUMABLES INCLUDE PAPER AND STAPLES. Service calls shall be made during regular business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday (excluding holidays), at the installation address set for on the attached Sales Order. Customer agrees to pay Company for travel and labor time for service calls requested by Customer at any other times, including before or after normal business hours, Saturdays, Sundays or holidays, at Company's overtime rates in effect at the time of the service call.

**III. Charges**

Customer agrees to pay to Company in advance at the beginning of each billing period the total quarterly charges specified herein in accordance with the terms of this Agreement and the invoices to be issued by Company. Payment terms are net fifteen (15) days and will be in default if not paid within thirty (30) days of invoice. All payments are non-refundable.

The charges due Company hereunder shall not be subject to change during the initial one (1) year term of this Agreement unless otherwise agreed to by Customer. Company may adjust its charges without notice to Customer at any time following the first anniversary of the Commencement Date. In the event that such charges are increased by more than twenty (20%) percent of the charges in effect immediately prior to such adjustment, Customer may terminate this Agreement by written notice to Company given within thirty (30) days following Customer's receipt of the first invoice reflecting such increased charges, failing which the adjusted charges shall remain effective until subsequently modified by Company.

In the event Customer fails to pay any invoice or other amount payable hereunder in full within thirty (30) days of the date of the invoice, Customer agrees to pay company a late payment charge on all past due amounts equal to the lesser of one and one half percent (1.5%) per month or the highest rate permitted by applicable law; provided that Company's imposition of such late charges shall not be deemed to be an election of remedies. Should the number of scans exceed the total number of prints we reserve the right to invoice scans at .0025 each. In the event Customer's account becomes thirty (30) days or more delinquent, Company shall not be obligated to provide services, parts or supplies to Customer and may suspend performance of its undertakings and obligations hereunder until Customer's account is brought current. In the event Customer's account becomes forty-five (45) days or more delinquent, Company shall be entitled to terminate its undertakings and obligations hereunder upon written notice to Customer, which termination shall be without prejudice to Company's rights and remedies under this Agreement or at law or in equity as a result of such default by Customer. In the event Company employs an attorney to collect any amounts due from Customer, to enforce Company's rights under this Agreement, to defend any claims asserted by Customer in connection with Company's performance hereunder or otherwise in connection with the transactions contemplated hereby, Customer shall pay to Company on demand all of Company's costs and expenses in connection therewith, including reasonable attorneys' fees, court costs and all other costs or expenses incurred by Company in connection with such proceedings.

#### **IV. Limitations on Company's Obligations**

Notwithstanding any other provisions of this Agreement, the obligations of Company hereunder are subject to the following limitations, terms and conditions:

(i) Company's obligation to provide service, labor, parts or materials pursuant to this Agreement shall not apply to repairs made necessary, in whole or in part, by accident, misuse, overuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water or other casualty or by any other cause external to the Copier.

(ii) Customer's use of unauthorized parts, elements, components, defective supplies or supplies not designed specifically for use in the Copier, the unauthorized modification of the Copier or the maintenance or repair of the Copier by personnel other than those of Company shall entitle Company to declare this Agreement null and void without further liability to Company.

(iii) This Agreement and Company's obligations hereunder do not cover printer controllers or related software.

(iv) Optimum performance of the Copier covered by this Agreement can be expected only if Customer uses supplies, including paper and toner, provided by or meeting the specifications recommended by the Company. If persons other than Company's representatives perform maintenance or repairs, or if Customer uses supplies other than those provided by company and such supplies are defective or not adaptable to use in or with the Copier, causing abnormally frequent service calls, service problems or unacceptable copy quality, then this Agreement may be terminated by Company without further liability. In the event Company exercises its right to terminate this Agreement, Customer may be offered continuing service on a time and materials basis at Company's hourly rates in effect from time to time. In such event Company's contract, parts and labor rates or prices are subject to change without notice.

#### **V. Limited Warranty**

Company warrants that its service will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards and the terms of this Agreement. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any, and Company makes no warranty with respect thereto.

#### **VI. Disclaimer of Warranties**

Except for the limited warranty set forth in Section V. above, parts, labor and services are provided "AS IS." COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. COMPANY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO (A) THE MERCHANTABILITY OF THE PARTS, LABOR OR SERVICES, (B) THEIR FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER, (C) WHETHER THE USE OF THE COPIER SHALL BE INTERRUPTED OR ERROR FREE, (D) WHETHER THE COPIER WILL FUNCTION WITHOUT INTERRUPTION OR OTHER MALFUNCTION, (E) ARISING BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OR TRADE, (F) NON-INFRINGEMENT OR (G) TITLE TO SOFTWARE.

#### **VII. Hazardous Products**

Customer acknowledges that there may be parts, products or supplies covered under this Agreement that may be or become considered as hazardous materials under applicable laws and regulations. Company agrees to use reasonable efforts to make available to Customer safety information concerning said parts, products or supplies to the extent Company receives same from its manufacturers, vendors and sources of supply. Customer agrees to disseminate such information, so as to give warning of possible hazards to those persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. Customer agrees indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, successors and assigns from and against any and all losses, claims or liability relating to or arising from any such hazardous materials, whether or not furnished or supplied by Company.

#### **VIII. Limitation of Liability**

Company shall not be held responsible for Company's failure or inability to provide timely service if such failure or inability is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the reasonable control of Company. Company shall have no liability or obligation in connection with any claims of infringement to any patent, trademark, copyright, trade secret or other proprietary right or information. In no event will Company, or its directors, officers, employees, agents or affiliates, be liable to Customer for any consequential, incidental, indirect, special or exemplary damages, including without limitation, loss of business profits, business interruption, loss of data or business information, liability to third parties, or the like, arising out of the use or inability to use the copier. Company's liability to Customer, if any, for actual direct damages for any cause whatsoever, and regardless of the form of the action, will be limited to, and in no event exceed the amount payable by Customer for service and maintenance support on the Copier allocable to the three (3) month period immediately preceding the event which allegedly gave rise to the damages. No action shall be maintained by Customer against Company unless written notice of any claim alleged to exist is delivered by Customer to Company within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within ninety (90) days after such notice. In no event may action for breach be commenced more than one year after the cause of action accrues.

#### **IX. Indemnification**

Customer shall indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, agents, successors and assigns from and against any claims, losses, liabilities, costs and expenses, including but not limited to damages, costs or expenses of litigation and reasonable attorney fees, arising out of or in connection with Company's personnel being on Customer's premises or any acts or omissions of Customer, its employees, agents, customers, licensees or invitees.

**X. General**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. This Agreement superseded all prior agreements, understandings, negotiations and representation with respect to the subject matter thereof. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by both parties hereto. The rights and obligations of the parties under this agreement shall inure to the benefit of and shall be binding upon their heirs, successors and permitted assigns. This Agreement is not assignable by Customer without Company's prior written consent. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective heirs, successors or permitted assigns any legal or equitable right, remedy, or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the parties to this Agreement that the Agreement shall be for the sole and exclusive benefit of such parties or such heirs, successors and permitted assigns and not for the benefit of any other person.

The failure of any party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each and every provision. The waiver by any party of any of his rights under this Agreement or of any breaches by any other party in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other remedy, right, undertaking or obligation.

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. The headings are used for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. Pronouns utilized herein shall be construed as the masculine, feminine, or neuter as applicable. The singular shall be construed as including the plural and the plural as singular as made necessary by the context. Any clerical errors are subject to correction.

All notices, elections or demands permitted or required to be made under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by facsimile with proof of receipt, by certified or registered mail, return receipt requested, or by nationally recognized courier service (such as Federal Express), with confirmation of receipt, to the other party at the address set forth on the attached Sales Order or at such other address as may be supplied to the other party from time to time by notice given in the foregoing manner. The date of personal delivery, the date of receipt of a telefacsimile transmission, or the date of delivery of notice given by certified or registered mail or courier service, as the case may be, if given in the foregoing manner, shall be the date of such notice, election or demand. Notice given in any other manner shall be effective when actually received. Rejection, refusal to accept or inability to deliver because of a changed address of which no notice was sent shall not affect the validity of any notice, election or demand given in accordance with the provisions of this Agreement.

This Agreement is made pursuant to and shall be construed and enforced according to the substantive laws of the state of Tennessee and without regard to its laws concerning choice of law. The parties agree that any legal action brought by either party hereto in connection with this Agreement shall be maintained only in the Federal District Court for the Middle District of Tennessee or in the Chancery Court for Davidson County, Tennessee and each party hereby irrevocably submits to the jurisdiction of said courts.

This Agreement may be executed in two or more counterparts, without the necessity of all signatures being affixed to any one such counterpart so long as all signatures appear on the counterparts collectively, and each such counterpart shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may be executed and delivered by telefacsimile transmission or other electronic means pursuant to the Tennessee Uniform Electronic Transactions Act as enacted in Sections 47-10-101 *et seq.* of Tennessee Code Annotated, including, but not limited to, the definitions of "Electronic Record", "Electronic Signature", and "Contract", whether or not capitalized herein. The electronic signature of a party, or a signature transmitted or delivered by electronic means, shall be binding upon such party as fully as though such signature was executed and delivered in person.

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**Customer Accepts Plan:**

*CUSTOMER AGREES TO THE TERMS AND CONDITIONS HEREOF AND ACKNOWLEDGES RECEIPT OF A COMPLETED, FILLED-IN COPY OF THIS AGREEMENT.*

**BBE**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION: 15 (C)

RESOLUTION TITLE: To Approve Mayor’s Signature On Clark Power Services, Inc For Preventative Generator Maintenance

DATE: July 17, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

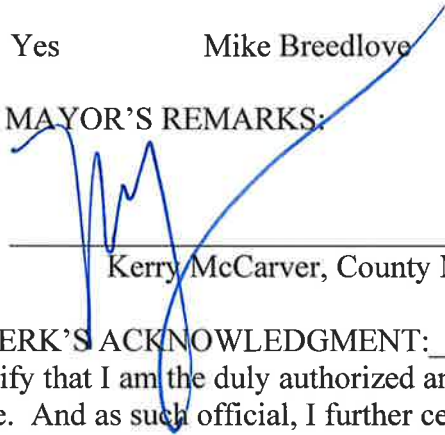
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor’s signature on Clark Power Services, Inc for preventative generator maintenance is approved.

*A copy of the agreement is attached.*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR’S REMARKS:




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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK’S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

*Abby Short*  
\_\_\_\_\_  
Abby Short, County Clerk





Cust. # 146021

Cheatham County Maintenance  
Attn: James Rice  
100 Public Square Ste 115  
Ashland City, TN 37015  
615-533-9056  
[James.rice@cheathamcountyttn.gov](mailto:James.rice@cheathamcountyttn.gov)

Preventive Maintenance Agreement  
Emergency Standby Generator  
Location: EMA 99 RUTH DR  
S/N: 2088163  
M/N: 6542150200 GENERAC

1- 12 Month Period of Preventive Maintenance Consisting of:

- 1- Annual Service \$ 995.00
- 1- Annual & 1 Semi-Annual \$ 1,295.00
- 1- Annual & 3 Quarterly \$ 1,895.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service \_\_\_\_\_
- 1 Annual & 1 Semi-Annual \_\_\_\_\_
- 1 Annual & 3 Quarterly \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 125.00 / hr. (regular hours) - \$ 187.50 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 2.50/ Mile

Prices Quoted are good for 90 Days. -- Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Teresa Tilley  
Service Administrator  
Date: 6/22/2023  
Proposal # 21128



Cust. # 146021

Cheatham County Maintenance  
Attn: James Rice  
100 Public Square Ste 115  
Ashland City, TN 37015  
615-533-9056  
[James.rice@cheathamcountyttn.gov](mailto:James.rice@cheathamcountyttn.gov)

Preventive Maintenance Agreement  
Emergency Standby Generator  
Location: EMS#3 Generator  
S/N: 648397  
M/N: 40ROZJ KOHLER

1- 12 Month Period of Preventive Maintenance Consisting of:

- 1- Annual Service \$ 525.00
- 1- Annual & 1 Semi-Annual \$ 700.00
- 1- Annual & 3 Quarterly \$ 1050.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service \_\_\_\_\_
- 1 Annual & 1 Semi-Annual \_\_\_\_\_
- 1 Annual & 3 Quarterly \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 125.00 / hr. (regular hours) - \$ 187.50 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 2.50/ Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Teresa Tilley  
Service Administrator  
Date: 6/22/2023  
Proposal # 19806b



## PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES

### ANNUALLY:

#### 1. FUEL SYSTEM

- A. Change fuel filter elements (element included).
- B. Check fuel tanks for water.
- C. General inspection of all components.
- D. Check fuel pressure at cylinder head (if applicable).
- E. Check fuel level in main fuel tank.
- F. Check operation of day tank.
- G. Fuel sample analysis available on diesel units (at additional charge).

#### 2. LUBRICATING SYSTEM

- A. Change oil in engine (oil included).
- B. Change oil filter (filter element(s) included).
- C. Check and record engine oil pressure.
- D. Check engine for oil leaks.
- E. Take oil sample for analysis.

#### 3. COOLING SYSTEM

- A. Check engine water pump.
- B. Check all cooling system hoses.
- C. Check and clean all louvers.
- D. Check coolant level.
- E. Check and record freeze protection and add if needed (makeup antifreeze furnished).
- F. Check condition of belts.
- G. Check for adequate fresh air to engine.
- H. Check condition of fan hub.
- I. Check operation of water jacket heater.
- J. Check and record operating temperature. Verify that operating temperature is in the correct range.
- K. Coolant sample analysis available (at additional charge).

#### 4. EXHAUST SYSTEM

- A. Check condition of mufflers, exhaust lines, supports and connections.
- B. Check condition of turbocharger (if applicable).
- C. Check for exhaust leaks.





**ANNUALLY:**

**5. AIR INTAKE SYSTEM**

- A. Check air inlet restriction.
- B. Check exhaust restriction.
- C. Clean crankcase breather pads (if applicable).
- D. Check all air system piping.
- E. Check condition of dry type air cleaner element(s) or service oil bath air cleaner (oil is included).

**6. CONTROL SYSTEM**

- A. Check operation of all gauges and meters.
- B. Clean control cabinet.
- C. Check operation of all controls.
- D. Check shut down system for correct operation.

**7. ENGINE ELECTRICAL STARTING SYSTEM**

- A. Check condition of batteries.
- B. Clean batteries and cables.
- C. Add distilled water to maintain proper electrolyte level (included).
- D. Check operation of float charger.
- E. Check battery voltage.
- F. Lubricate starter motor (if accessible).

**8. GENERATOR**

- A. Check condition of bearing.
- B. Check main breaker for operation (if applicable).
- C. Check cables from generator to transfer switch (if accessible).
- D. Visually check transfer switch for proper condition and operation.
- E. Clean interior of transfer switch enclosure as necessary.

**9. GENERAL**

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible. If not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.



## PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES

### QUARTERLY & SEMI-ANNUALLY:

1. **FUEL SYSTEM**
  - A. Drain water and sediment from fuel filters.
  - B. Check fuel level in day tank.
  - C. General inspection of all components.
  
2. **LUBRICATING SYSTEM**
  - A. Check oil level (fill to proper level).
  - B. Check and record engine oil pressure.
  - C. Check engine for oil leaks.
  
3. **COOLING SYSTEM**
  - A. Check all cooling system hoses.
  - B. Check coolant level.
  - C. Check freeze protection and add if needed (included).
  - D. Check condition of belts.
  - E. Check operation of water jacket heater.
  
4. **EXHAUST SYSTEM**
  - A. Check for exhaust leaks.
  - B. Check for operation of rain cap.
  - C. Check for tightness of bolts.
  
5. **AIR INTAKE SYSTEM**
  - A. Check air inlet piping.
  - B. Check condition of air filter element (or oil bath).
  
6. **CONTROL SYSTEM**
  - A. Check operation of all gauges and meters.
  - B. Check operation of all controls.
  - C. Check shutdown systems.
  
7. **ENGINE ELECTRICAL STARTING SYSTEM**
  - A. Clean batteries and cables.
  - B. Add distilled water to maintain proper electrolyte level.
  - C. Check operation of float charger.
  - D. Check and record battery voltage.



QUARTERLY & SEMI-ANNUALLY:

8. GENERATOR

- A. Check main circuit breaker for operation (if applicable).
- B. Visually check transfer switch for proper condition and operation.

9. GENERAL

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible; if not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.

RESOLUTION: 15 (D)

RESOLUTION TITLE: To Approve Mayor's Signature On Madison County Juvenile Detention Contract

DATE: July 17, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

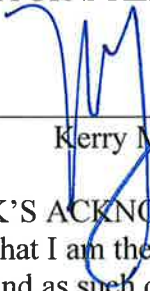
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Madison County Juvenile Detention contract is approved.

*A copy of the contract is attached.*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
 \_\_\_\_\_  
 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

*Abby Short*  
\_\_\_\_\_  
Abby Short, County Clerk



**SECURE DETENTION CONTRACT**  
Between  
**MADISON COUNTY OFFICE OF JUVENILE COURT SERVICES**  
And  
**CHEATHAM COUNTY**

---

This contract for secure detention care services for juveniles is by and between Madison County Office of Juvenile Court Services and Cheatham County Juvenile Court hereinafter referred to as MCJCS and County.

In consideration of the mutual promises and amounts set out below, the parties enter into this contract according to the following provisions:

1. That upon available secure bedroom units within the MCJCS detention facility, MCJCS shall provide detention care services for those juveniles ordered to be detained by the Court having jurisdiction of juvenile cases within the county within the provisions of this contract. This order shall be based on the detention criteria set forth in TCA 37-1-114. Detention care services shall consist of detaining the juvenile in the MCJCS detention facility and providing said juvenile with food, shelter and such other physical necessities as may be determined by the supervisor of the MCJCS detention facility.
2. That actual placement at the facility will be preceded by a telephone call by County personnel expressing intent and approximate time of arrival and departure. That upon the Judge or Referee of the Court with juvenile jurisdiction not being available or accessible, either of the following persons shall be allowed to place juveniles with a signed and docketed petition or an arrest report and a Detention Order signed by the Juvenile Court Judge and delivered at the time of placement. The designated persons authorized to place juveniles and obligate said county for related cost under this contract are:

Lori Worster      Patsy Smiley  
Viviny Margano  
Mallory Jennings

It shall be noted that MCJCS detention facility has the obligation to refuse placement if the call is not placed by one of the persons authorized by this contract to make placement arrangements. Thus, these persons are the ONLY persons allowed to make arrangements for placement of juveniles.

3. That MCJCS reserves the right to refuse placement under this contract under the following circumstances:
  - a. That, as determined by MCJCS detention facility personnel, secure bedroom space is not available.
  - b. That, as determined by the MCJCS detention personnel, said juvenile is an imminent threat of harm to him/herself or other residents because of his/her emotional or mental state.
  - c. That the alleged offense of the juvenile to be placed is a status offense. It is the expressed intent of MCJCS to provide secure detention care services only for delinquent offenders.
  - d. That the child's needs and circumstances are beyond the ability of MCJCS Detention personnel to safely and appropriately accommodate in the detention setting.
4. The County agrees that it will be responsible for the cost of any emergency, medical, or dental care if determined necessary by the MCJCS detention facility personnel. In the event prolonged medical or dental attention is required, MCJCS detention facility personnel will notify County of such conditions and County shall assume responsibility for and arrange for such care. The County agrees to authorize the Judge or Referee of the Court with juvenile jurisdiction, or the designated officers as listed herein to sign appropriate forms which would authorize medical attention and local medical facilities for said juveniles in case emergency care is deemed necessary by the MCJCS detention personnel and the appropriate medical personnel.
5. That the County shall, at its own expense, transport all juveniles to and from the MCJCS detention facility.
6. Neither party's liability shall exceed any cap or limitation on damages or liability that exist pursuant to state or federal law. Should County carry liability insurance

- above the cap or limitation on damages or liability as established by state or federal law, County's liability to any party described herein shall not exceed the existing coverage afforded to the County under the liability insurance policies for the events giving rise to a claim against the County pursuant to this contract.
7. That MCJCS detention facility personnel are authorized to release duly placed juveniles of said County upon written order or written request from the Judge or Magistrate of Court having juvenile jurisdiction or Officers of the Court as designated herein to law enforcement officers of said County or to party as designated by the written order or request.
  8. The regular charges are one hundred seventy dollars (\$185.00) per day. Any part of the initial day is counted as a full day.
  9. The terms of this agreement shall be from July 1, 2023 through June 30, 2024

#### Prison Rape Elimination Act (PREA) Statement of Compliance

Madison County Juvenile Detention Center shall be committed to a zero tolerance standard for all forms of sexual abuse/assault/misconduct/harassment or rape within the facility and shall be committed to reducing the risk of sexual abuse, sexual harassment, assault, misconduct and rape through implementing the Prison Rape Elimination Act (PREA) as outlined in *Public Law 108-79 standard 115.311*.

- That youth placed in the MCJDC by your county will understand that sexual activity between another youth or staff is prohibited and is subject to criminal disciplinary action.
- That further in Pursuant to *TCA 37-1-403 AND 37-1-605* , any person who has knowledge of or is called upon to render aid to any resident/child who is being abused, sexually, sexually assaulted or sexually harassed has the duty to report such abuse. Therefore, your county has the duty to report such abuse whether the abuse happened before, during or after the child was a resident at the MCJDC. All allegations of abuse must be reported to the DCS Abuse Hotline 1-877-237-004.



**IN WITNESS WHEREOF**, the parties have by their duly authorized representative(s) have set their signatures.

**MADISON COUNTY JUVENILE COURT SERVICES**

BY: \_\_\_\_\_, Detention Supervisor DATE: \_\_\_\_\_

BY: \_\_\_\_\_, Director DATE: \_\_\_\_\_

BY: \_\_\_\_\_, County Mayor DATE: \_\_\_\_\_

BY: \_\_\_\_\_, \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**CONTRACTED COUNTY**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_, County Executive DATE: \_\_\_\_\_

RESOLUTION: 15 (E)

RESOLUTION TITLE: To Approve Mayor's Signature On MBI Companies Agreement For Improvement To Cheatham County Election Commission & UT Extension Offices

DATE: July 17, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

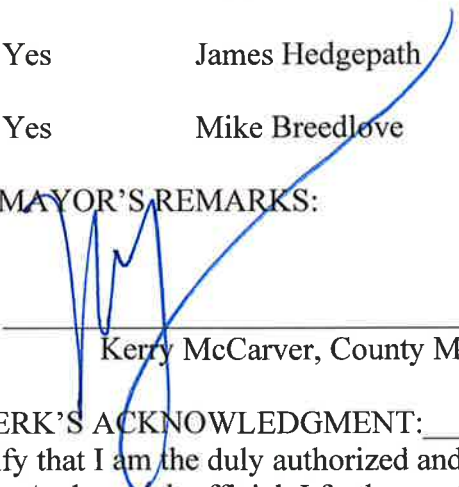
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on MBI companies agreement for improvement to Cheatham County Election Commission & UT Extension offices is approved.

*A copy of the agreement is attached.*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes


CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
Abby Short, County Clerk



# AIA<sup>®</sup> Document B101<sup>®</sup> – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the Thirteenth day of June in the year Two Thousand and Twenty Three

*(In words, indicate day, month, and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address, and other information)*

Mayor Kerry McCarver  
Cheatham County Government  
350 Frey Street  
Ashland City, TN 37015

and the Architect:

*(Name, legal status, address, and other information)*

MBI Companies, Inc.  
299 N. Weisgarber Road  
Knoxville, TN 37919

for the following Project:

*(Name, location, and detailed description)*

Cheatham County Offices TI  
Tenant Improvement for the Cheatham County Election Commission and UT Extension  
Offices  
MBI Comm. No.: 220796

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 way the program will be developed.)*

3,000 SF UT Extension Office

3,500 SF Election Commission Office

900 SF Court storage Area

Relocation of two (2) walls and doors at HR / Accounting office.

§ 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.)*

Metal stud partition walls within existing structure.

§ 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.)*

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

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify methods 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.)*

Competitive Bid

**§ 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.)*

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

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

Mayor Kerry McCarver  
Cheatham County Government  
350 Frey Street  
Ashland City, TN 37015

**§ 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:

.2 Civil Engineer:

.3 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.)

Cory Griffis  
299 N. Weisgarber Road  
Knoxville, TN 37919

§ 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:  
(Paragraphs deleted)

.2 Mechanical Engineer:

I.C. Thomasson Associates, Inc.  
2950 Kraft Drive  
Nashville, TN 37204

.3 Electrical Engineer:

I.C. Thomasson Associates, Inc.  
2950 Kraft Drive  
Nashville, TN 37204

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) 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 State required (\$ ) each accident, State required (\$ ) each employee, and State required (\$ ) 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 one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

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

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

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

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

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

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

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

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

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

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

### **§ 3.2 Schematic Design Phase Services**

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

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

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

§ 3.2.6

§ 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 of the Work prepared in accordance with Section 6.3.

§ 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 Work, and request the Owner's approval.

### § 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.

§ 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.

## § 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.

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

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

§ 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™-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 the Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

**§ 3.6.3 Certificates for Payment to Contractor**

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

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

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

#### § 3.6.4 Submittals

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

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

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

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

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

#### § 3.6.5 Changes in the Work

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

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

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	Architect (Basic Service)
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	NP
§ 4.1.1.9 Landscape design	NP
§ 4.1.1.10 Architectural interior design	Architect (Basic Service)
§ 4.1.1.11 Value analysis	NP

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect (Basic Service)
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

**§ 4.1.2 Description of Supplemental Services**

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

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

§ 4.1.2.2 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.)*

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

**§ 4.2 Architect's Additional Services**

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

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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 within forty-five (45) days after receipt of written request from the Architect, the Owner shall furnish the requested information.

§ 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 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™-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 with a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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

#### ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner 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 All documents prepared for furnished by Architect pursuant to this Agreement are Instruments of Service. Architect assigns ownership including copyright to the Owner upon payment for services rendered except Architect retains copyright in its standard systems, sections, details, and specifications. Architect grants Owner a nonexclusive, perpetual, and fully paid-up license to use Architect's standard systems, sections, details, and specifications but only for use in this Project.

§ 7.3 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 terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

### § 7.3.1

§ 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. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

*(Check the appropriate box.)*

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

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

**§ 8.3 Arbitration**

**§ 8.3.1**

**§ 8.3.1.1**

**§ 8.3.2**

**§ 8.3.3**

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1**

§ 8.3.4.2

§ 8.3.4.3

§ 8.4

#### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

§ 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 Notwithstanding the foregoing or any other provision of this Agreement, the Architect acknowledges that documents in the custody of the Owner are subject to public records laws of the State of Tennessee and are presumed to be public records subject to disclosure upon request. Any documents provided to Owner by Architect claimed to be exempt from disclosure as public records shall be so labeled with citation to the basis of the exemption. Owner shall not be in breach of this Agreement or have any liability to Architect for disclosure of documents in conjunction with Owner's good faith efforts to comply with such public records laws.

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

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

- .1 Stipulated Sum  
*(Insert amount)*  
  
\$ 145,350.00
- .2 Percentage Basis  
*(Insert percentage value)*  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .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.)*

§ 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.)*

§ 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 Ten percent ( 10%), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 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:

Data Collection Phase	ten	percent (	10	%)
Design Development Phase	thirty	percent (	30	%)
Construction Documents Phase	thirty	percent (	30	%)
Bidding	five	percent (	5	%)
Construction Phase	twenty-five	percent (	25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 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.)*

Employee or Category	Rate (\$0.00)
Administrative Assistant / Accounting	\$ 75.00
CAD Technician	\$ 112.00
CAD Technician Designer	\$ 132.00
Architect / Engineer – Intern	\$ 140.00
Architect / Engineer – Registered	\$ 160.00
Architect / Engineer – Registered II	\$ 178.00
Interior Designer	\$ 146.00
Project Manager	\$ 150.00
Principal / Surveyor	\$ 198.00
Senior Principal	\$ 215.00

\*These rates are subject to change as we adjust our hourly rates periodically to reflect the advancing experience, capabilities and seniority of our professionals and staff, as well as general economic factors

**§ 11.8 Compensation for Reimbursable Expenses**

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) 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.)*

#### **§ 11.10 Payments to the Architect**

##### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero dollars (\$ 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 (\$ ) 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 ( ) 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 12% APR

**§ 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.)*

**§ 12.1 Limitation of Liability.** In order for the Owner to receive the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit Architect's liability for any cause or combination of causes arising from Architect's or Architect's Consultants' professional acts, errors or omissions, such that the total aggregate liability of Architect shall not exceed five (5) times Architect's fees paid for the services rendered on this project, or \$50,000 whichever is greater, not including reimbursable expenses, Architect's Consultants' fees or value added and entitlement success fees where applicable. The Owner further agrees that no shareholder, officer, director, partner, principal, or employee of Architect shall be personally liable under any provisions of this agreement for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitations of liabilities contained herein will survive the termination of this agreement.

**§ 12.2 Accessibility:** The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as

they apply to the Project, and Architect shall, accordingly, not have any liability to the Owner in connection with same.

**Code Compliance:** Architect shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

**§ 12.3 Betterment:** If, due to Architect's omission, a required item or component of the Project is omitted from Architect's construction documents, Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. Professional services provided by Consultant and its consultants, if any, shall be provided consistent with and limited to the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care.

**§ 12.4 Certificate of Merit:** The Client shall not make any claim for professional negligence, either directly or in a third-party claim, against Consultant unless the Client has first provided Consultant with a written certification, executed by an independent Consultant, currently practicing in the same discipline as Consultant, who is principal of a bona fide firm, and licensed in the State of Tennessee. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act, error, or omission that the certifier contends is a violation of the standard of care expected of an engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act, error, or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or legal action.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

.3 Exhibits:

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

Signed Proposal

*(Paragraph deleted)*

Other Exhibits incorporated into this Agreement:

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

.4 Other documents:

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

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

---

**OWNER** *(Signature)*

Kerry McCarver, Mayor  
Cheatham County Government  
*(Printed name and title)*

---

**ARCHITECT** *(Signature)*

M. Edward Jett, PE, SE  
Chief Executive Officer  
*(Printed name, title, and license number, if required)*

---

**ARCHITECT** *(Signature)*

Jay Henderlight, AIA  
Principal/Architect  
*(Printed name, title, and license number, if required)*

Init.

# Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:12:50 ET on 06/26/2023.

## PAGE 1

**AGREEMENT** made as of the Thirteenth day of June in the year Two Thousand and Twenty Three  
(In words, indicate day, ~~month-month~~, and year.)

...

(Name, legal status, ~~address-address~~, and other information)

Mayor Kerry McCarver  
Cheatham County Government  
350 Frey Street  
Ashland City, TN 37015

...

(Name, legal status, ~~address-address~~, and other information)

MBI Companies, Inc.  
299 N. Weisgarber Road  
Knoxville, TN 37919

...

(Name, ~~location-location~~, and detailed description)

Cheatham County Offices II  
Tenant Improvement for the Cheatham County Election Commission and UT Extension Offices  
MBI Comm. No.: 220796

## PAGE 2

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

3,000 SF UT Extension Office  
3,500 SF Election Commission Office  
900 SF Court storage Area  
Relocation of two (2) walls and doors at HR / Accounting office.

...

Metal stud partition walls within existing structure.

...

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

**PAGE 3**

(Identify ~~method-methods~~ 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.)

Competitive Bid

...

Mayor Kerry McCarver  
Cheatham County Government  
350 Frey Street  
Ashland City, TN 37015

**PAGE 4**

Cory Griffis  
299 N. Weisgarber Road  
Knoxville, TN 37919

...

.4 — Structural Engineer:

...

I.C. Thomasson Associates, Inc.  
2950 Kraft Drive  
Nashville, TN 37204

...

I.C. Thomasson Associates, Inc.  
2950 Kraft Drive  
Nashville, TN 37204

...

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially ~~change-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.

**PAGE 5**

§ 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~~, Agreement or shall cause such services to be performed by appropriately licensed design professionals.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$ ) for each occurrence and (\$ ) one million dollars (\$ 1,000,000.00) for each occurrence~~ and two million dollars (\$ 2,000,000.00) 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-maintenance~~, and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than State required (\$ ) each accident, State required (\$ ) each employee, and State required (\$ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, ~~errors-errors~~, and omissions in the performance of professional services with policy limits of not less than ~~(\$ ) per claim and (\$ ) one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate~~.

PAGE 7

§ 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-budget~~.

§ 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.~~

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

...

§ 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-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.

§ 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.

...

§ 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-Supplementary~~, and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and ~~Specifications-Specifications~~ and may include bidding requirements and sample forms.

PAGE 8

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~~ and (4) awarding and preparing contracts for construction.

PAGE 9

§ 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~~ 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.

...

§ 3.6.2.2 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~~ 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.

PAGE 11

§ 4.1.1.1 Programming	<u>NP</u>
§ 4.1.1.2 Multiple preliminary designs	<u>NP</u>
§ 4.1.1.3 Measured drawings	<u>NP</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect (Basic Service)</u>
§ 4.1.1.5 Site evaluation and planning	<u>NP</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>NP</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>NP</u>
§ 4.1.1.8 Civil engineering	<u>NP</u>
§ 4.1.1.9 Landscape design	<u>NP</u>
§ 4.1.1.10 Architectural interior design	<u>Architect (Basic Service)</u>
§ 4.1.1.11 Value analysis	<u>NP</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>NP</u>
§ 4.1.1.13 On-site project representation	<u>NP</u>
§ 4.1.1.14 Conformed documents for construction	<u>NP</u>
§ 4.1.1.15 As-designed record drawings	<u>NP</u>
§ 4.1.1.16 As-constructed record drawings	<u>NP</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>NP</u>
§ 4.1.1.18 Facility support services	<u>NP</u>
§ 4.1.1.19 Tenant-related services	<u>NP</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect (Basic Service)</u>
§ 4.1.1.21 Telecommunications/data design	<u>NP</u>

PAGE 12

§ 4.1.1.23 Commissioning	<u>NP</u>
--------------------------	-----------

§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>NP</u>
§ 4.1.1.25 Fast-track design services	<u>NP</u>
§ 4.1.1.26 Multiple bid packages	<u>NP</u>
§ 4.1.1.27 Historic preservation	<u>NP</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>NP</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>NP</u>
§ 4.1.1.30 Other Supplemental Services	<u>NP</u>

PAGE 13

- .1 ~~(→)~~ Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(→)~~ Twelve (12) visits to the site by the Architect during construction
- .3 ~~(→)~~ One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(→)~~ One (1) inspections for any portion of the Work to determine final completion.

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§ 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.

...

§ 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~~ requirements within forty-five (45) days after receipt of written request from the Architect, the Owner shall furnish the requested information.

§ 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~~ 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~~ 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.

...

§ 5.8 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~~, 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.

PAGE 15

§ 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~~ omissions, or inconsistencies in the Architect's Instruments of Service.

...

§ 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 with a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

...

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information~~, 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~~ 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.

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§ 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. All documents prepared for furnished by Architect pursuant to this Agreement are Instruments of Service. Architect assigns ownership including copyright to the Owner upon payment for services rendered except Architect retains copyright in its standard systems, sections, details, and specifications. Architect grants Owner a nonexclusive, perpetual, and fully paid-up license to use Architect's standard systems, sections, details, and specifications but only for use in this Project.~~

§ 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~~ 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 terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate under Section 9.4.

~~§ 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.

...

**§ 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 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.

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**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, ~~disputes~~ 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~~ 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.

...

[ X ] Litigation in a court of competent jurisdiction

...

~~§ 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.

...

§ 8.3.4.1 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.  
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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, ~~removal-removal~~, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

...

§ 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.~~ Notwithstanding the foregoing or any other provision of this Agreement, the Architect acknowledges that documents in the custody of the Owner are subject to public records laws of the State of Tennessee and are presumed to be public records subject to disclosure upon request. Any documents provided to Owner by Architect claimed to be exempt from disclosure as public records shall be so labeled with citation to the basis of the exemption. Owner shall not be in breach of this Agreement or have any liability to Architect for disclosure of documents in conjunction with Owner's good faith efforts to comply with such public records laws.

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\$ 145,350.00

...

§ 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 Ten percent ( %)-10%, or as follows:

...

<u>Schematic Design Data</u>	<u>ten</u>	percent (	<u>10</u>	)
<u>Collection Phase</u>				
Design Development Phase	<u>thirty</u>	percent (	<u>30</u>	)
Construction Documents	<u>thirty</u>	percent (	<u>30</u>	)

Phase				
<u>Procurement Phase Bidding</u>	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty-five</u>	percent (	<u>25</u>	%)

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§ 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.~~

...

<u>Administrative Assistant / Accounting</u>	\$ 75.00
<u>CAD Technician</u>	\$ 112.00
<u>CAD Technician Designer</u>	\$ 132.00
<u>Architect / Engineer – Intern</u>	\$ 140.00
<u>Architect / Engineer – Registered</u>	\$ 160.00
<u>Architect / Engineer – Registered II</u>	\$ 178.00
<u>Interior Designer</u>	\$ 146.00
<u>Project Manager</u>	\$ 150.00
<u>Principal / Surveyor</u>	\$ 198.00
<u>Senior Principal</u>	\$ 215.00

\*These rates are subject to change as we adjust our hourly rates periodically to reflect the advancing experience, capabilities and seniority of our professionals and staff, as well as general economic factors

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

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§ 11.10.1.1 An initial payment of zero dollars (\$ 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.

...

1 % monthly 12% APR

...

**§ 12.1 Limitation of Liability.** In order for the Owner to receive the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit Architect's liability for any cause or combination of causes arising from Architect's or Architect's Consultants' professional acts, errors or omissions, such that the total aggregate liability of Architect shall not exceed five (5) times Architect's fees paid for the services rendered on this project, or \$50,000 whichever is greater, not including reimbursable expenses, Architect's Consultants' fees or value added and entitlement success fees where applicable. The Owner further agrees that no shareholder, officer, director, partner, principal, or employee of Architect shall be personally liable under any provisions of this agreement for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitations of liabilities contained herein will survive the termination of this agreement.

**§ 12.2 Accessibility:** The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as

they apply to the Project, and Architect shall, accordingly, not have any liability to the Owner in connection with same.

**Code Compliance:** Architect shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

**§ 12.3 Betterment:** If, due to Architect's omission, a required item or component of the Project is omitted from Architect's construction documents, Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. Professional services provided by Consultant and its consultants, if any, shall be provided consistent with and limited to the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care.

**§ 12.4 Certificate of Merit:** The Client shall not make any claim for professional negligence, either directly or in a third-party claim, against Consultant unless the Client has first provided Consultant with a written certification, executed by an independent Consultant, currently practicing in the same discipline as Consultant, who is principal of a bona fide firm, and licensed in the State of Tennessee. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act, error, or omission that the certifier contends is a violation of the standard of care expected of an engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act, error, or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or legal action.

PAGE 23

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

...

.2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~  
~~\_\_\_\_\_ (Insert the date of the E203-2013 incorporated into this agreement.)~~

...

[ ] ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~ Signed Proposal  
~~\_\_\_\_\_ (Insert the date of the E204-2017 incorporated into this agreement.)~~

...

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

PAGE 24

Kerry McCarver, Mayor  
Cheatham County Government

M. Edward Jett, PE, SE  
Chief Executive Officer

...

\_\_\_\_\_  
**ARCHITECT (Signature)**

Jay Henderlight, AIA

Principal/Architect

(Printed name, title, and license number, if required)

# **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:12:50 ET on 06/26/2023 under Order No. 4104238889 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

RESOLUTION: 15 (F)  
RESOLUTION TITLE: To Approve Mayor's Signature On MBI Additional Services Agreement  
DATE: July 17, 2023  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

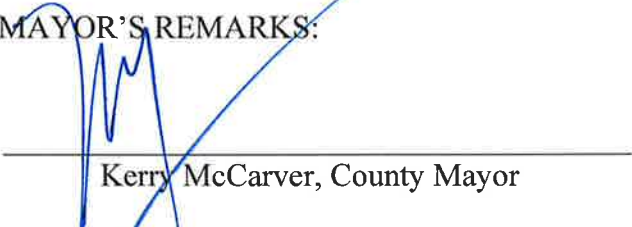
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on MBI additional services agreement is approved.

*A copy of the agreement is attached.*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.



Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
\_\_\_\_\_  
Abby Short, County Clerk





## ADDITIONAL SERVICES AGREEMENT

**TO:**  
*(Owner or Owner / Client Representative)*  
Mayor Kerry McCarver

**In accordance with the Agreement dated:**  
July 1<sup>st</sup>, 2021

**BETWEEN:**

the Owner / Client:  
*(Name and address)*  
Cheatham County Government  
100 Public Square  
Ashland, TN 37015

and the Architect:  
*(Name and address)*  
MBI Companies Inc.  
299 North Weisgarber Road  
Knoxville, TN 37919

for the Project:  
*(Name and address)*  
Cheatham County Jail and Courts  
Renovation and Expansion  
100 Public Square  
Ashland, TN 37015  
Comm. No. 210585

**Authorization is requested to proceed with the requested Additional Services as follows:**

- Deletion of E-911 program from the scope after construction documents completion.
- Re-design of areas adjacent to E-911 building to accommodate its removal including architectural, structural, civil, mechanical, plumbing, fire protection, and electrical revisions.
- Removal of add alternates from the bidding documents including E-911 finish-out, additional dorm shell, additional dorm finish-out, and court finish-out.
- **Note:** The base design fee through construction documents is calculated based on the percentage of the construction cost of all items designed prior to this scope adjustment.

**Based on the services listed above, the following adjustments shall be made to the contract:**

**Total Compensation:** Total of approved Additional Services = \$27,550.00

*Written authorization of this Additional Services Agreement is required prior to MBI's commencement of work. In the event, we do not receive a signed copy of this agreement, yet we are authorized to begin work, we will assume the terms and conditions of this proposal have been accepted by you.*

**SUBMITTED BY:**

**AGREED TO:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Jay Henderlight, Principal  
\_\_\_\_\_  
*(Printed Name and Title)*

Kerry McCarver, Cheatham County Mayor  
\_\_\_\_\_  
*(Printed Name and Title)*

06/12/2023  
\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

Chattanooga  
University Tower  
651 E. Fourth Street, Suite 500  
Chattanooga, TN 37403  
(o) 423.756.5046

Knoxville  
299 N. Weisgarber Road  
Knoxville, TN 37919  
(o) 865.584.0999

RESOLUTION: 16  
RESOLUTION TITLE: To Defer Voting On The Purchase Of A Generator From The School Board Until August  
DATE: July 17, 2023  
MOTION BY: Mr. Calton Blacker  
SECONDED BY: Mr. Bill Powers

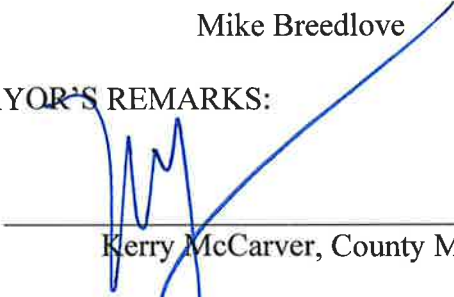
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to defer voting on the purchase of a generator from the School Board until the August Commission meeting to gather more information.

RECORD: Approved by voice vote 1 Absent.

David Anderson		Bill Powers
Calton Blacker		Walter Weakley
Ann Jarreau	Absent	Diana Pike Lovell
Tim Williamson		Eugene O. Evans, Sr.
Chris Gilmore		James Hedgepath
B.J. Hudspeth		Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
Abby Short, County Clerk



RESOLUTION: 17  
RESOLUTION TITLE: To Establish An Emergency Services Committee  
DATE: July 17, 2023  
MOTION BY: Mr. B.J. Hudspeth  
SECONDED BY: Mr. Mike Breedlove

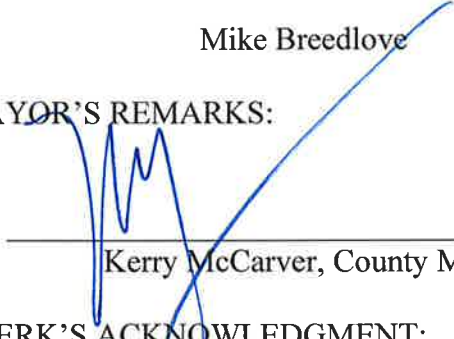
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to establish an Emergency Services Committee by appointing Mr. Calton Blacker, Mr. Eugene O. Evans, Sr., Mr. Chris Gilmore, Mr. B.J. Hudspeth, Ms. Diana Lovell, and Mr. Bill Powers as members.

RECORD: Approved by voice vote 1 Absent.

David Anderson		Bill Powers
Calton Blacker		Walter Weakley
Ann Jarreau	Absent	Diana Pike Lovell
Tim Williamson		Eugene O. Evans, Sr.
Chris Gilmore		James Hedgepath
B.J. Hudspeth		Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
Abby Short, County Clerk



RESOLUTION: 18  
RESOLUTION TITLE: To Appoint Jason Cannon To The Industrial Development Board  
DATE: July 17, 2023  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Walter Weakley

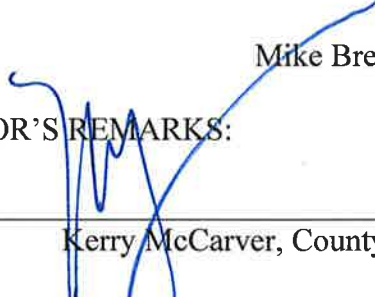
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to appoint Jason Cannon to the Industrial Development Board in place of Sandy Cannon for a term ending December 31, 2025.

RECORD: Approved by voice vote 1 Absent.

David Anderson		Bill Powers
Calton Blacker		Walter Weakley
Ann Jarreau	Absent	Diana Pike Lovell
Tim Williamson		Eugene O. Evans, Sr.
Chris Gilmore		James Hedgepath
B.J. Hudspeth		Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:


  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 19  
RESOLUTION TITLE: To Approve The Procedure For Speaking Before The Commission For 6 Months  
DATE: July 17, 2023  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the rules and procedures for the Commission public forums to be implemented for a 6 month trial period.

*A copy of the procedure is attached.*

RECORD: Approved by roll call vote 9 Yes 2 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.



Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

*My - a. Short*

Abby Short, County Clerk



RESOLUTION: 20

RESOLUTION TITLE: To Raise The Impact Fee From \$3000 To \$4000 Effective September 1, 2023

DATE: July 17, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

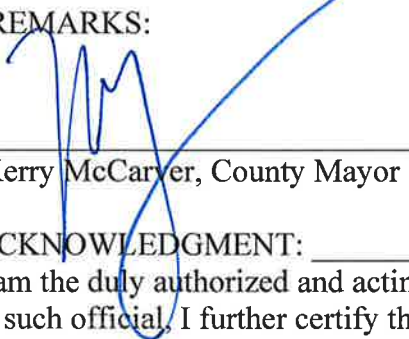
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to raise the impact fee from \$3000 to \$4000 effective September 1, 2023 is approved as follows:

- \$3500 Education Debt
- \$250 Parks and Recreation
- \$250 Road Department

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
 \_\_\_\_\_  
 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 21

RESOLUTION TITLE: A Resolution By The Cheatham County Commission To Oppose The Tennessee Valley Authority's Proposed Cheatham County Methane Gas Generation Site And The Associated Construction Of Pipelines For Its Operation

DATE: July 17, 2023

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a resolution by the Cheatham County Commission to oppose the Tennessee Valley Authority's proposed Cheatham County Methane Gas Generation Site and the associated construction of pipelines for its operation.

WHEREAS, the Tennessee Valley Authority (TVA) purchased 286 acres of agriculturally zoned property on Lockertsville Road, in Ashland City, TN in 2020; and

WHEREAS, the TVA hosted a public open house on June 21, 2023 in the David McCullough Community Room in Ashland City, TN to unveil plans to construct and operate a fossil fuel power generation site comprising multiple methane gas and oil fired combustible turbines and a 12 mile methane gas pipeline; and

WHEREAS, the TVA anticipates significant impacts to the environment and local ecosystem as evidenced by their public literature distributed at the open house including but not limited to diminished air quality, water pollution, noise and vibration, climate change and harmful greenhouse gas emissions; and

WHEREAS, the health, safety and welfare of our citizens are paramount to protecting the community's way of life; and

WHEREAS, TVA should expand the scope of the study to a broader geographic area and look at other less polluting energy sources that this community needs and wants as required by NEPA regulations for the consideration of reasonable alternatives; and

WHEREAS, TVA needs to study and provide information to the public on the capacity of this site for solar and how much energy could be produced here with solar and consider the alternative of solar on this site with battery backup; and

WHEREAS, Cheatham County is renowned for providing ever-increasing outdoor recreation needs of a growing population and promotes public access to and enjoyment of the natural areas of the County; and

WHEREAS, eminent domain associated with the 12 mile pipeline poses significant environmental and economic concern to landowners, especially farmers, living along the proposed pipeline route; and

WHEREAS, the opportunity for public comment ended July 7, 2023 and thus was not a sufficient amount of time for the citizens to submit comments or concerns on the proposed activities and repercussions of the construction and operation of the methane gas site; now, therefore

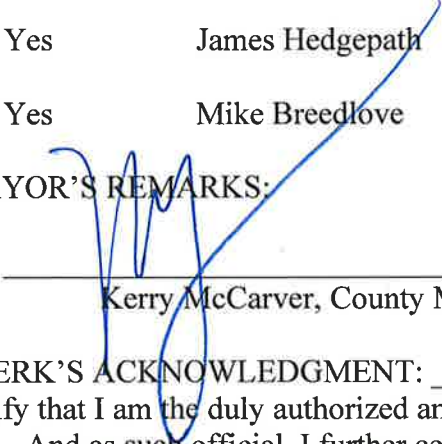
BE IT RESOLVED BY THE CHEATHAM COUNTY COMMISSION, that we strongly oppose the Tennessee Valley Authority's plans for a Methane Gas plant in Cheatham County and urge the TVA to reconsider the use of fossil fuels as future energy sources.

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the Tennessee Valley Authority's Board of Directors, TVA's CEO, the Governor of the State of Tennessee, and the appropriate Tennessee Congressional delegates.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Absent	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



*Abby Short*

Abby Short, County Clerk

RESOLUTION: 22  
RESOLUTION TITLE: Consent Calendar  
DATE: July 17, 2023  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

*Glenda Brown  
Michelle P. George  
Shannon M. Smith*

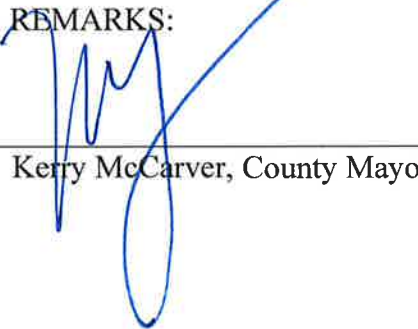
*Martha K. Chester  
Jennifer M. Mello  
William P. Smith*

*Andrea E. Eanes  
Lynette J. Simmons-Tevis  
Donald W. Stevanus*

RECORD: Approved by voice vote 1 Absent.

David Anderson		Bill Powers
Calton Blacker		Walter Weakley
Ann Jarreau	Absent	Diana Pike Lovell
Tim Williamson		Eugene O. Evans, Sr.
Chris Gilmore		Jimmy Hedgepath
B.J. Hudspeth		Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 23  
RESOLUTION TITLE: Adjourn  
DATE: July 17, 2023  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Calton Blacker

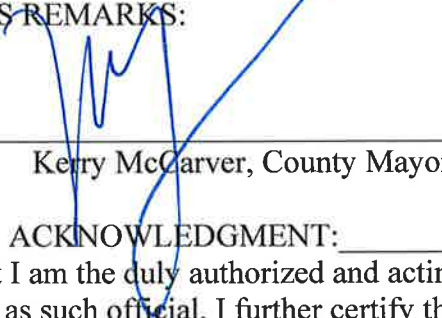
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17<sup>th</sup> day of July 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 6:53 P.M.

RECORD: Approved by voice vote 1 Absent.

David Anderson		Bill Powers
Calton Blacker		Walter Weakley
Ann Jarreau	Absent	Diana Pike Lovell
Tim Williamson		Eugene O. Evans, Sr.
Chris Gilmore		James Hedgepath
B.J. Hudspeth		Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21<sup>st</sup> day of July 2023.



  
\_\_\_\_\_  
Abby Short, County Clerk