

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
June 30, 2025

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on June 30, 2025 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
CALTON BLACKER
RANDY NOE
TIM WILLIAMSON
CHRIS GILMORE
B.J. HUDSPETH

BILL POWERS
WALTER WEAKLEY
DIANA PIKE LOVELL
EUGENE O. EVANS, SR.
JAMES HEDGEPTH
MIKE BREEDLOVE

PUBLIC HEARING: County Mayor Mr. Kerry McCarver opened Public Hearing at 5:00 P.M. for the purpose of the proposed 2025-2026 Budget and the intent of a property tax increase and certain fire tax rates.

No one spoke for or against these items.

Public Hearing closed at 5:02 P.M.

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

Mr. James Thigpen, 5th District , spoke in opposition of the zone change request on Sears Road.

Ms. Lee Carroll, 5th District, spoke in opposition of the zone change request on Sears Road.

Mr. Scott Hiett, 5th District spoke in opposition of the zone change request on Sears Road.

Mr. David Humphreys, 5th District, spoke in opposition of the zone change request on Sears Road.

Public Forum closed at 6:06 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:06 P.M

Invocation was offered by Mr. David Anderson.

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

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Randy Noe	Present	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. David Anderson, seconded by Ms. Diana Lovell to approve the June 30, 2025 Legislative Body Meeting Agenda as amended by:

1. *Adding a Special Recognition under Elected Officials*
2. *Removing items 8 and 10 under the Mayor's section*
3. *To rescind all fire contracts and replace with amended contracts under the Mayor's section*
4. *Removing items 2 and 3 under the Budget section*
5. *Adding Budget Amendments – General Debt Service to the Budget section*
6. *Adding Brenda G. Wade to the notaries on the Consent Agenda*

Motion approved by voice vote. See Resolution 2.

Motion was made by Mr. Calton Blacker, seconded by Ms. Diana Lovell to approve the Minutes from the May 19, 2025 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 3.

COMMENTS FROM ELECTED OFFICIALS

County Mayor, Mr. Kerry McCarver recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Mike Breedlove to recognize Dr. Cathy Beck for her dedication and impact on our school system.

Motion approved by voice vote. See Resolution 4.

County Mayor, Mr. Kerry McCarver presented Dr. Cathy Beck with a Special Recognition.

NEW BUSINESS

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:21 P.M.

The following was advertised to be heard:

- 1.) *American Engineers, Inc., requesting a zone change from C1 to I1 for Map 65, Parcel 98 and Map 65, Parcel 98.02. Property is located at 346 Angler Ln., in the 6th Voting District and is in a Special Flood Hazard Area.*
- 2.) *Christian Dalton requesting a zone change from E1 to R1 for Map 93, Parcel 10. Property is located at 4531 Sears Rd., in the 5th Voting District and is not in a Special Flood Hazard Area.*

- 3.) *Bobby Hackett requesting a zone change from C3 to Agriculture for Map 48, Parcel 13.05. Property is located on Chapmansboro Rd., in the 4th Voting District and is in a Special Flood Hazard Area.*

Item 1 withdrawn by the applicant.

Ms. Christian Dalton gave information on State and County codes and spoke explaining the zone change request on Sears Road.

Mr. James Thigpen, District 5, spoke about non-conforming lots and in opposition of the zone change request on Sears Road.

Mr. Scott Hiett spoke in opposition of the zone change request on Sears Road.

Public Hearing closed at 6:25 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Ms. Diana Lovell, seconded by Mr. James Hedgepath to defer until the next commission meeting the zone change request for Christian Dalton from E1 to R1 for Map 93, Parcel 10. Property is located at 4531 Sears Rd., in the 5th Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 10 Yes 2 No 0 Absent. See Resolution 5.

David Anderson	Yes	Bill Powers	No
Calton Blacker	No	Walter Weakley	Yes
Randy Noe	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

Motion was made by Mr. Bill Powers, seconded by Mr. Walter Weakley to approve the zone change request for Bobby Hackett from C3 to Agriculture for Map 48, Parcel 13.05. Property is located on Chapmansboro Rd., in the 4th Voting District and is in a Special Flood Hazard Area.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 6.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTIS: Budget Committee recommended, motion was made by Mr. Chris Gilmore, seconded by Mr. David Anderson to authorize the following budget amendments for the General Purpose School Fund:

Budget Amendments – General Purpose School

<i>Transportation</i>	\$100,056.29
<i>Instruction – Regular Instruction Program (71100) / Support Services – Health Services (72120) / Support Services – Office of the Principal (72410) / Operation of Non Instructional Services – Food Service (73100)</i>	\$551,661.68

Board of Education Vote (6/05/20225): 4 Yes 0 No 2 Absent
Budget Vote (6/23/2023): 5 Yes 0 No 0 Absent
Funding Source: Summer Learning Camp Grant

<i>Instruction – Regular Instruction Program (71100) / Support Services – Attendance (72110) / Support Services – Career and Technical Education Program (72230) / Support Services – Director of Schools (72320) / Support Services – Fiscal Services (72510) / Support Services – Operation of Plant (72610) / Operation of Non-Instructional Services – Early Childhood Education (73400)</i>	\$342,160.00
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Board of Education Vote (6/30/20225):6 Yes 0 No 0 Absent
Funding Source: Various

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 7.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. Eugene O. Evans, Sr. to authorize the following budget amendments for the Highway/Public Works Fund:

Budget Amendments – Highway/Public Works

<i>Highway Administration (61000)/Highway Other Charges (65000)</i>	\$ 4,310.00
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Budget Vote (06/23/2025): 5 Yes 0 No 0 Absent
Funding Source: Unused Budgeted Funds

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 8.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the 2025-2026 Fire Tax Levy.

Motion approved by roll call vote 9 Yes 3 No 0 Absent. See Resolution 9.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	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

Budget Committee recommended, motion was made by Mr. Chris Gilmore, seconded by Ms. Diana Lovell to approve the 2025-2026 Budget Document, Appropriations Document and Non-Profit Document.

Motion approved by roll call vote 9 Yes 3 No 0 Absent. See Resolution 10.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	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

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Chris Gilmore to approve the 2025-2026 Tax Levy.

After discussion, Mr. Walter Weakley called for question.

Motion approved by roll call vote 9 Yes 3 No 0 Absent. See Resolution 11.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to authorize the following budget amendments for the General Debt Service Fund:

<i>Budget Amendments – General Debt Service</i>	
<i>Other General Administration</i>	\$6,000.00

Budget Committee Vote (06/30/2025): 4 Yes 0 No 1 Absent
Funding Source: General Debt Service Fund Balance

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Abstain	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

Mr. Ed Greer gave an update on the Jail project.

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Chris Gilmore, seconded by Mr. David Anderson to approve the following:

- A.) Mayor's signature on Amended contract between Cheatham County and Williamson County for Juvenile Detention center
- B.) Mayor's signature on Food Services agreement between Cheatham County and Trinity Services Group, Inc.
- C.) Mayor's signature on Virtual Academy Solution Agreement w/ addendum
- D.) Mayor's signature on amendment to Harpeth River Fire contract
- E.) Mayor's signature on first amendment agreement to the waste transportation agreement between Cheatham County and Mr. Bult's Inc., an Illinois corporation MBI
- F.) Mayor's signature on BIS Digital for Audio-Video in Courtrooms
- G.) Mayor's signature on lease agreement between Cheatham County and Kingston Springs Church of Christ
- H.) Mayor's signature on contract between Cheatham County and Rufus Johnson Associates for Sycamore Square renovations
- I.) Mayor's signature on contract with RT Builders for the Cheatham County Maintenance building
- J.) Mayor's signature on Axon contract for the Sheriff's dept
- K.) Mayor's signature on Cheatham County Sanitary Landfill permit number SNL11000164 Expansion
- L.) To approve amendment on Kingston Springs Fire contract and to rescind Resolution 5 dated May 19, 2025 and approve all Fire Contracts as amended

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 13.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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

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

OTHER COUNTY OFFICIALS

COUNTY CLERK – MS. ABBY SHORT: Oath of Office for Assistant District Attorney is on file in the Clerk’s office.

COUNTY TRUSTEE - MS. CINDY PERRY: The Trustee’s report was included in the packet. 2021 & 2022 Delinquent Personal Property Tax List was included in the packet.

ROAD SUPERINTENDENT- MR. ROBERT HESTER: The Cheatham County Highway Department Inventory List 2025-2026, 2024-2025 Inventory List surplus items, 2024-2025 Inventory List added items, and the State Aid Highway System Program were included in the packet.

SHERIFF – MR. TIM BINKLEY: The Sheriff’s report and the Cheatham County Jail monthly report were included in the packet.

SCHOOL BOARD – DR. CATHY BECK: Dr. Beck thanked the Commission for their support over the years.

Mr. David Anderson thanked Dr. Cathy Beck for her years of service.

COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUS: Ms. Sierra Knaus announced the UT Extension office is now fully staffed and thanked the Commission for their support.

STANDING COMMITTEES

BEER BOARD – Ms. Diana Lovell stated they will meet next month.

CAPITAL IMPROVEMENTS – Motion was made by Mr. Calton Blacker, seconded by Mr. B.J. Hudspeth to replace the flooded carpet with polished concrete in the Conference Room on the ground floor of the Health Department Complex in the amount of \$3,860.00.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 14.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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

CONSENT CALENDAR

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

Notaries

*Jonathan Biggs
Debra D. Horn
Lori M. Neubert
Darlene J. Sandwick
Kandi K. Trice*

*Dana Campbell
Martha Brooke Martin
Shanon M. Pickard
Marcilia Astorga Stack
Ebony M. Triplet*

*Donyale Griffin
Vivian Milom
Kyla Quintanilla
Camilla N. Steinhauer
Brenda G. Wade*

Motion approved by voice vote. See Resolution 15.

ANNOUNCEMENTS AND STATEMENTS

Mr. David Anderson invited everyone to Gateway Church Friday, July 4, 2025 to watch the firework show.

Ms. Diana Lovell invited everyone to the Pegram 4th of July Celebration.

Mr. Tim Williamson thanked Dr. Cathy Beck.

Motion was made by Mr. Walter Weakley, seconded by Mr. James Hedgepath to adjourn at 7:08 P.M.

Motion approved by voice vote. See Resolution 16.



County Clerk



Legislative Body Chairman



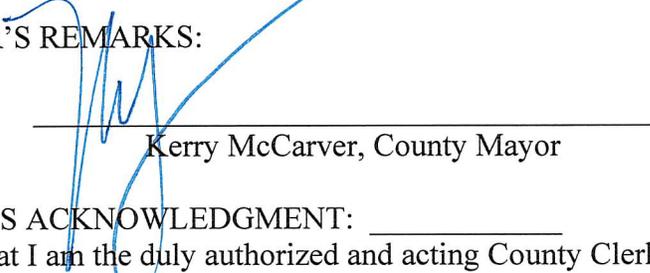
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: June 30, 2025
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Twelve Commissioners present a quorum is declared.

RECORD: Approved by roll call vote

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Randy Noe	Present	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:

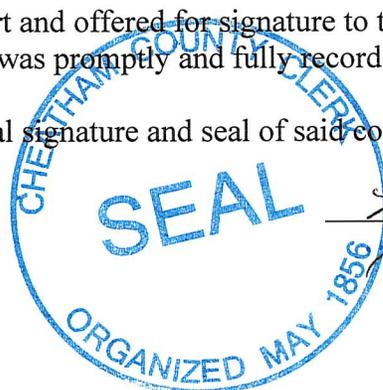


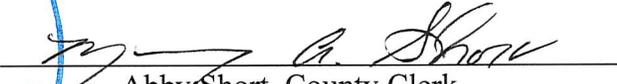
Kerry McCarver, County Mayor

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 3rd day of July 2025.





Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda As Amended
DATE: June 30, 2025
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

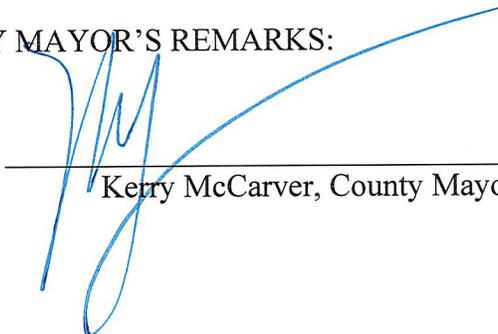
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the June 30, 2025 Legislative Body meeting is approved as amended by the following:

1. *Adding a Special Recognition under Elected Officials*
2. *Removing items 8 and 10 under the Mayor's section*
3. *To rescind all fire contracts and replace with amended contracts under the Mayor's section*
4. *Removing items 2 and 3 under the Budget section*
5. *Adding Budget Amendments – General Debt Service to the Budget section*
6. *Adding Brenda G. Wade to the notaries on the Consent Agenda*

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

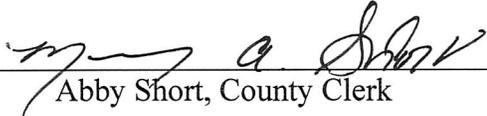


Kerry McCarver, County Mayor

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 3rd day of July 2025.



Abby Short, County Clerk



RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: June 30, 2025
MOTION BY: Mr. Calton Blacker
SECONDED BY: Ms. Diana Lovell

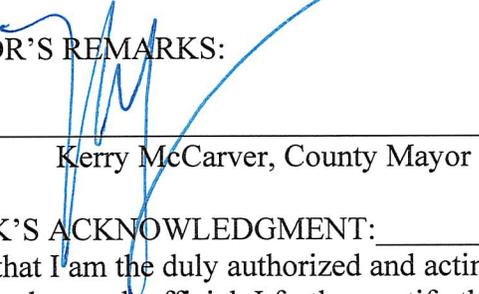
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the May 19, 2025 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	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 3rd day of July 2025.





Abby Short, County Clerk

RESOLUTION: 4
RESOLUTION TITLE: Special Recognition To Dr. Cathy Beck
DATE: June 30, 2025
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 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Dr. Cathy Beck relocated from Colorado to Cheatham County to accept the Director of Schools post on July 1, 2017; and

Whereas, Dr. Beck has been a champion for public education, tirelessly advocating for students, educators, and our community; and

Whereas, as our district's leader, her focus has been on improving student achievement, successfully managing school finances, and building community partnerships; and

Whereas, she developed and implemented a five-year strategic plan – a first for our school district; and

Whereas, Dr. Beck Implemented an Honor Band program for our middle and high school students; and

Whereas, she guided our district through the COVID-19 pandemic and successfully oversaw the spending of more than \$6 million in Elementary and Secondary School Emergency Relief (ESSER) pandemic funds; and

Whereas, she created the Cheatham County Education of Hall of Fame, which honors individuals who have made significant contributions to the growth and development of education in our district; and

Whereas, in her tenure secured the funding, with support from the School Board and County Commission, for a new district transportation facility and four new restroom/concession stands to enhance our athletic facilities; and

Whereas, she created opportunities that allowed our district to be recognized by the Tennessee Department of Education as a Best for All District, Reading 360 District and an “Exemplary” TN ALL Corps District; and

Whereas, Dr. Beck led the work to earn our district to be named a Level 5 district by the Tennessee Department of Education. The Level 5 designation is the highest a district can attain and our district has earned this honor for two consecutive school years – 2023-2024 and 2024-2025; and

Whereas, she worked with Special Olympics Tennessee to ensure that our district was the first in Tennessee to fully implement the Unified Champion Schools program in all its schools and be designated as a Unified Champion District; and

Whereas, she helped implement many successful projects and programs, including Farm 2 School, Book/STEAM bus, Civics Bee and Innovative Scholars, which expands the learning opportunities for our academically advanced students; and

Whereas, she started the Kindness Grows Here program in which every school partner with a Cheatham County organization, business, or agency; and

Whereas, she spearheaded to return our school system back to national accreditation through Cognia-- ensuring top standards and quality in local education; and

Whereas, Dr. Beck launched the Grow Your Own program through a partnership with Nashville State Community College and Austin Peay State University. This program allows current support staff to receive a little-to-no cost education while preparing them to become a teacher in our district; and

Whereas, Dr. Beck has been a champion for Career and Technical Education courses and programs. Through Innovative School Models funding, our district has implemented middle school exploratory programs and expanded high school programs of study; and

Whereas, she has helped bridge communication between the School Board and County Commission resulting in positive results for our students and after eight years of leading the Cheatham County School District with vision, focus and stability, Dr. Cathy Beck is retiring on June 30.

Therefore, be it resolved, the Cheatham County Commission and County Mayor recognize and thank Dr. Cathy Beck for her dedication and impact on our school system including the staff, board and most importantly, our students. We wish you only the best in whatever direction life takes you in the years to come. You will always hold a special place in the heart and soul of Cheatham County.

Presented by the County Mayor and Commission this 30th Day of June, 2025.

RECORD: Approved by voice vote

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

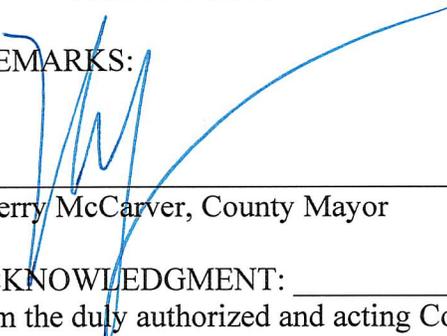
Chris Gilmore

Jimmy 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 3rd day of July 2025.





Abby Short, County Clerk

RESOLUTION: 5

RESOLUTION TITLE: To Defer The Zone Change Request For Christian Dalton From E1 To R1 For Map 93, Parcel 10

DATE: June 30, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. James Hedgepath

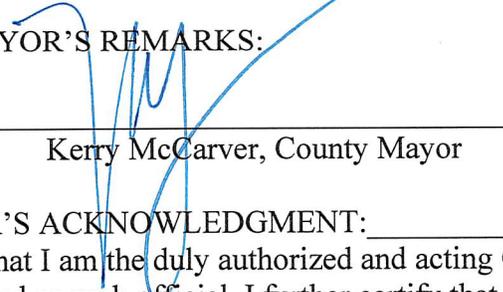
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the zone change request for Christian Dalton from E1 to R1 for Map 93, Parcel 10 is deferred until the next commission meeting.

RECORD: Approved by roll call vote 10 Yes 2 No 0 Absent

David Anderson	Yes	Bill Powers	No
Calton Blacker	No	Walter Weakley	Yes
Randy Noe	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:

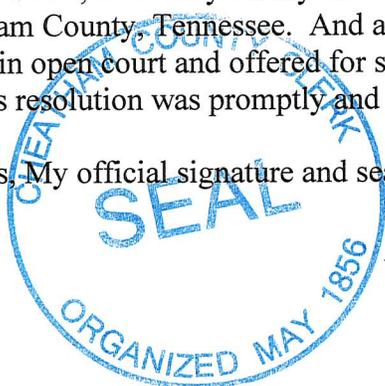


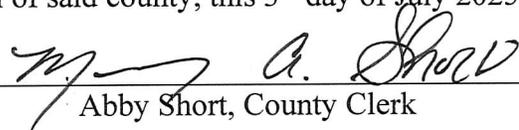
 Kerry McCarver, County Mayor

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 3rd day of July 2025.





 Abby Short, County Clerk

RESOLUTION: 6

RESOLUTION TITLE: To Approve The Zone Change Request For Bobby Hackett From C3 To Agriculture For Map 48, Parcel 13.05

DATE: June 30, 2025

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Walter Weakley

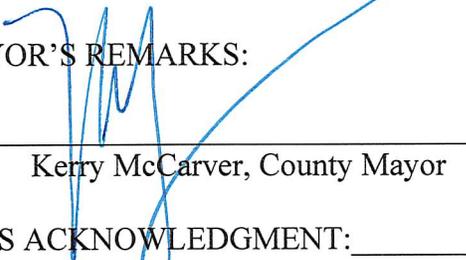
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Bobby Hackett from C3 to Agriculture for Map 48, Parcel 13.05. Property is located on Chapmansboro Rd., in the 4th Voting District and is in a Special Flood Hazard Area.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:

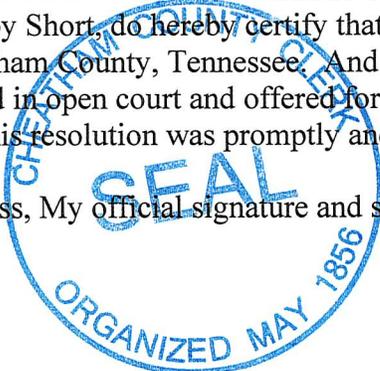


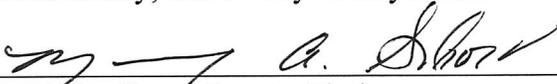
 Kerry McCarver, County Mayor

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 3rd day of July 2025.





 Abby Short, County Clerk

RESOLUTION: 7

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

DATE: June 30, 2025

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund:

Transportation

141 – 46590	Other State Education Funds	\$100,056.29
141 – 72710 – 146	Bus Drivers	\$ 55,860.00
141 – 72710 – 189	Other Salaries and Wages	\$ 1,900.00
141 – 72710 – 201	Social Security	\$ 3,650.00
141 – 72710 – 204	Pensions	\$ 5,000.00
141 – 72710 – 212	Employer Medicare	\$ 1,200.00
141 – 72710 – 217	Retirement - Hybrid Stabilization	\$ 500.00
141 – 72710 – 412	Diesel Fuel	\$ 31,946.29

Transfer Summer Learning Camp Grant to fund the transportation costs for the program

Instruction – Regular Instruction Program (71100) / Support Services – Health Services (72120) / Support Services – Office of the Principal (72410) / Operation of Non-Instructional Services – Food Service (73100)

141 – 46590	Other State Education Funds	\$551,661.68
141 – 71100 – 116	Teachers	\$ 324,060.00
141 – 71100 – 163	Educational Assistants	\$ 49,320.00
141 – 71100 – 201	Social Security	\$ 25,531.00
141 – 71100 – 204	Pensions	\$ 31,838.00
141 – 71100 – 212	Employer Medicare	\$ 7,472.00
141 – 71100 – 217	Retirement - Hybrid Stabilization	\$ 9,000.00
141 – 71100 – 429	Instructional Supplies and Materials	\$ 3,500.00
141 – 71100 – 499	Other Supplies and Materials	\$ 10,000.00
141 – 72120 – 131	Medical Personnel	\$ 13,400.00
141 – 72120 – 201	Social Security	\$ 750.00
141 – 72120 – 204	Pensions	\$ 1,000.00
141 – 72120 – 212	Employer Medicare	\$ 350.00
141 – 72120 – 217	Retirement - Hybrid Stabilization	\$ 1,000.00
141 – 72120 – 499	Other Supplies and Materials	\$ 7,066.68
141 – 72410 – 104	Principals	\$ 9,000.00
141 – 72410 – 201	Social Security	\$ 600.00

141 – 72410 – 204	Pensions	\$ 850.00
141 – 72410 – 212	Employer Medicare	\$ 200.00
141 – 72410 – 355	Travel	\$ 700.00
141 – 73100 – 165	Cafeteria Personnel	\$ 39,200.00
141 – 73100 – 201	Social Security	\$ 3,124.00
141 – 73100 – 204	Pensions	\$ 3,200.00
141 – 73100 – 212	Employer Medicare	\$ 1,000.00
141 – 73100 – 422	Food Supplies	\$ 9,500.00

Transfer Summer Learning Camp Grant to fund the operation costs for the program

Board of Education Vote (6/05/20225): 4 Yes 0 No 2 Absent

Budget Vote (6/23/2023): 5 Yes 0 No 0 Absent

Funding Source: Summer Learning Camp Grant

Instruction – Regular Instruction Program (71100) / Support Services – Attendance (72110) / Support Services – Career and Technical Education Program (72230) / Support Services – Director of Schools (72320) / Support Services – Fiscal Services (72510) / Support Services – Operation of Plant (72610) / Operation of Non-Instructional Services – Early Childhood Education (73400)

141 – 71100 – 116	Teachers	\$342,160.00
141 – 72110 – 105	Supervisor/Director	\$ 1,600.00
141 – 72110 – 188	Bonus Payments	\$ 250.00
141 – 72110 – 201	Social Security	\$ 150.00
141 – 72110 – 207	Medical Insurance	\$ 100.00
141 – 72110 – 524	In Service/Staff Development	\$ 2,900.00
141 – 72230 – 105	Supervisor/Director	\$ 1,000.00
141 – 72230 – 188	Bonus Payments	\$ 2,000.00
141 – 72230 – 201	Social Security	\$ 200.00
141 – 72230 – 204	Pensions	\$ 500.00
141 – 72230 – 208	Dental Insurance	\$ 1,500.00
141 – 72230 – 212	Employer Medicare	\$ 50.00
141 – 72230 – 299	Other Fringe Benefits	\$ 260.00
141 – 72320 – 101	County Official/Administrative Officer	\$ 9,600.00
141 – 72320 – 161	Secretary(ies)	\$ 240.00
141 – 72320 – 188	Bonus Payments	\$ 2,000.00
141 – 72320 – 189	Other Salaries and Wages	\$ 1,000.00
141 – 72320 – 201	Social Security	\$ 450.00
141 – 72320 – 207	Medical Insurance	\$ 4,900.00
141 – 72320 – 499	Other Supplies and Materials	\$ 1,500.00
141 – 72320 – 599	Other Charges	\$ 52,800.00
141 – 72320 – 701	Administration Equipment	\$ 3,500.00
141 – 72510 – 105	Supervisor/Director	\$ 360.00
141 – 72510 – 119	Accountants/Bookkeepers	\$ 5,200.00
141 – 72510 – 188	Bonus Payments	\$ 7,000.00
141 – 72510 – 204	Pensions	\$ 600.00
141 – 72510 – 207	Medical Insurance	\$ 600.00
141 – 72510 – 524	In Service/Staff Development	\$ 5,900.00
141 – 72610 – 328	Janitorial Services	\$ 19,000.00
141 – 72610 – 454	Water and Sewer	\$ 120,000.00
141 – 72610 – 415	Electricity	\$ 35,000.00
141 – 72610 – 502	Building and Contents Insurance	\$ 28,100.00
141 – 73400 – 163	Educational Assistants	\$ 600.00

141 – 73400 – 188	Bonus Payments	\$ 10,000.00
141 – 73400 – 207	Medical Insurance	\$ 16,000.00
141 – 73400 – 422	Food Supplies	\$ 7,100.00
141 – 73400 – 201	Social Security	\$ 100.00
141 – 73400 – 217	Retirement - Hybrid Stabilization	\$ 100.00

End of Year Cleanup Amendments Between Categories for Fiscal Year 2024-2025

 Board of Education Vote (6/30/20225): 6 Yes 0 No 0 Absent
 Funding Source: Various

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:

[Handwritten Signature]

 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 3rd day of July 2025.



[Handwritten Signature]

 Abby Short, County Clerk

RESOLUTION: 8

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

DATE: June 30, 2025

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 30th day of June 2025 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:

Highway Administration (61000) / Highway Other Charges (65000)

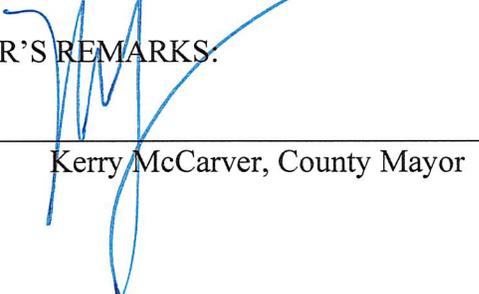
131 – 62000 – 141	Foreman	\$4,310.00
131 – 61000 – 312	Contracts with Private Agencies	\$ 410.00
131 – 61000 – 331	Legal Services	\$ 2,000.00
131 – 61000 – 355	Travel	\$ 1,200.00
131 – 65000 – 415	Electricity	\$ 400.00
131 – 65000 – 454	Water and Sewer	\$ 300.00
Transfer unused budgeted funds to cover shortages in various operating lines		

Budget Vote (6/23/2025): 5 Yes 0 No 0 Absent
Funding Source: Unused Budgeted Funds

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



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 3rd day of July 2025.



Abby Short

Abby Short, County Clerk

RESOLUTION: 9
RESOLUTION TITLE: To Approve The 2025-2026 Fire Tax Levy
DATE: June 30, 2025
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 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the fire tax levy for Cheatham County, Tennessee for the fiscal year beginning July 1, 2025:

FIRE DISTRICT	2025-2026 TAX RATE
----------------------	-------------------------------

Cheatham County Fire District	0.1753
Harpeth Ridge	0.0581

SECTION 2- BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Cheatham County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 3 – BE IT FUTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.



County Mayor

ATTEST:



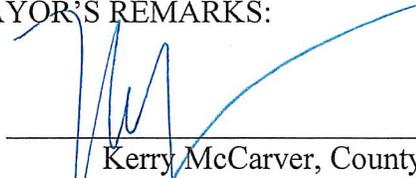
County Clerk



RECORD: Approved by roll call vote 9 Yes 3 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	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:



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 3rd day of July 2025.





Abby Short, County Clerk

RESOLUTION: 10

RESOLUTION TITLE: To Approve The Appropriation For The Various Funds, Departments, Institutions, Offices And Agencies Of Cheatham County, Tennessee For The Fiscal Year Beginning July 1, 2025 And Ending June 30, 2026 (FY 2025-26) Including General Purpose Schools Budget Document And Approving The Funding Of Non-Profit Charitable Organizations In Accordance With TCA 5-9-109

DATE: June 30, 2025

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Resolution to authorize the appropriations for the various funds, department, institutions, offices and agencies of Cheatham County, Tennessee for the fiscal year beginning July 1, 2025 and ending June 30, 2026 (FY 2025-26) including General Purpose Schools Budget Document and approving the funding of non-profit charitable organizations in accordance with TCA 5-9-109.

SECTION 1 - BE IT RESOLVED by the Board of County Commissioners of Cheatham County, Tennessee, assembled in regular session on the 30th day of June 2025 that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Cheatham County, Tennessee, for capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, 2025 and ending June 30, 2026 according to Schedule 1 of this resolution.

BE IT FURTHER RESOLVED, that the budget for the School Federal Projects Fund shall be the budget approved for the Every Student Succeeds Act (ESSA) by the Cheatham County Board of Education and the budget approved for IDEA, Part B, Pre-School and Carl Perkins projects by the Tennessee Department of Education.

SECTION 2 - BE IT FURTHER RESOLVED, that if the need shall arise, the Director of Accounts and Budgets, may, with the approval of the Budget Committee, transfer any amount within any major appropriation category and also the approval of the Board of County Commissioners must be obtained as required by law for transfers between major appropriation categories within the same fund. The Director of Schools must also receive the approval of the Board of Education for transfers with each major appropriation category for the budget and the approval of the Board of County Commissioners for transfers between these major categories as required by law. One copy of this authorization shall be filed with the County Clerk, one copy

with the Chairman of the Budget Committee, and one with each divisional or department head concerned. Aforesaid authorization shall clearly state the reasons for the transfer, but this provision shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers with a certain fund.

SECTION 3 - BE IT FURTHER RESOLVED, that any appropriations made by this Resolution which covers the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages or remunerations of each officer, employee, or agent of the county, shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this Resolution. Provided, however, that appropriations for such salaries, wages for other enumerations hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department ending June 30, 2025. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 4 - BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriation in addition to those made by this budget appropriation resolution shall specifically provide during the fiscal year in which the expenditure is to be made, meet such additional appropriation. Said appropriating resolution shall be submitted to as provided by Section 9-11-1 to 9-11-19, inclusive, Tennessee Code Annotated.

SECTION 5 - BE IT FURTHER RESOLVED, that certain school funds designated as "Clearing Accounts" have been included in the revenue and appropriations for the year ending June 30, 2025, as a memorandum only. It is expressly understood that the County Board of Education may not create or incur expenditures from these funds above actual revenue of such funds. It is further directed that no transfers may be affected between these clearing accounts and the operating school funds account.

SECTION 6 - BE IT FURTHER RESOLVED, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the fiscal year 2025-2026 have been collected, not exceeding 60% of the appropriations of each individual fund shall be used only to pay the expenses and other requirements of the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the authority of Title 9, Chapter 21, Tennessee Code Annotated, known as "Local government Public Obligations Act of 1986." Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2026.

SECTION 7 - BE IT FURTHER RESOLVED, that the delinquent county property taxes for the year 2023 and prior years and the interest and penalty thereon collected during the year ending June 30, 2026, shall be apportioned to the various county funds according to the subdivision of the tax levy for the year 2023. The Clerk and Master are hereby authorized and directed to make such apportionment accordingly.

SECTION 8 BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse, and be of no further effect at the end of the fiscal year at June 30, 2026.

SECTION 9- BE IT FURTHER RESOLVED, That all investment income accruing on appropriated funds and unappropriated fund balances shall be allocated to the General Fund (Fund 101) except that investment income accruing on funds in the Capital Projects – Jail (Fund 180) shall be allocated to such fund.

SECTION 10 - BE IT FURTHER RESOLVED, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this Resolution be and the same is hereby repealed.

SECTION 11 - BE IT FURTHER RESOLVED, that the Board of County Commissioners, recognizing that the various non-profit charitable organizations located in Cheatham County have great need of funds to carry on their non-profit charitable work, hereby makes appropriations to non-profit charitable organizations as listed in **Schedule 2** of this resolution, in accordance with section 5-9-109, inclusive, Tennessee Code Annotated, and that all appropriations enumerated in Schedule 2 are made subject to the following conditions:

1. That the non-profit charitable organizations to which funds are appropriated shall file with the County Clerk and the disbursing officials a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of such non-profit organization in accordance with Section 5-9-109(c), Tennessee Code Annotated.

2. That said funds must only be used by the named non-profit charitable organization in furtherance of their non-profit charitable purpose benefiting the general welfare of the residents of the County.

3. That it is the expressed interest of the Board of County Commissioners in providing these funds to the above named non-profit charitable organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury, and Section 5-9-109, inclusive, Tennessee Code Annotated and any and all other laws which may apply to county appropriations to non-profit organizations, and so this appropriation is made subject to compliance with any and all these laws and regulation.

SECTION 12 – BE IT FURTHER RESOLVED, that this Resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2025. This Resolution shall be spread upon the minutes of the board of County Commissioners.

Copy of Appropriations Document attached.

Approved this 30th day of June 2025

County Mayor



ATTEST:

County Clerk

RECORD: Approved by roll call vote 9 Yes 3 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	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:

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 3rd day of July 2025.



Abby Short, County Clerk



BUDGET RESOLUTION FOR THE FISCAL YEAR BEGINNING
JULY 1, 2025 AND ENDING JUNE 30, 2026 (FY 2025-2026)

Schedule 1 - Appropriations

Account	Major Category Description	Appropriation
General Fund		
General Administration		
101-51100	County Commission	148,580.74
101-51220	Beer Board	4,000.00
101-51300	County Mayor	270,923.64
101-51310	Human Resource / Loss Control	105,480.20
101-51500	Election Commission	313,876.75
101-51600	Register of Deeds	353,558.00
101-51730	Building Commission	367,471.40
101-51800	County Buildings	1,376,545.41
101-51900	Other General Administration	320,480.65
101-51910	Preservation of Records	23,435.28
	General Administration	3,284,352.07
Finance		
101-52100	Accounts and Budgets	545,158.62
101-52300	Property Assessor	543,832.56
101-52400	Trustee	433,340.99
101-52500	County Clerk	779,451.85
101-52600	Data Processing / Information Technology	232,181.43
	Finance	2,533,965.45
Administration of Justice		
101-53100	Circuit Court	829,613.87
101-53300	General Sessions Court	174,426.66
101-53330	Drug Court	199,500.00
101-53400	Chancery Court	362,849.26
101-53500	Juvenile Court	515,914.25
101-53600	District Attorney General	18,000.00
101-53910	Probation Services	203,386.06
101-53920	Courthouse Security	162,710.93
101-53930	Victim Assistance Programs	47,025.00
	Administrators of Justice	2,513,426.03
Public Safety		
101-54110	Sheriff's Department	5,225,172.17
101-54210	Jail	4,186,316.85
101-54320	Rural Fire Protection	1,604,303.16
101-54490	Emergency Management	836,705.40
101-54610	County Coroner / Medical Examiner	189,950.00

101-54900

Other Public Safety - 911

Public Safety

1,026,161.25

13,068,608.83

Public Health and Welfare		
101-55110	Local Health Center	37,453.99
101-55120	Animal Control	454,682.07
101-55130	Ambulance Service	4,360,973.02
101-55190	Environmental Office	0.00
101-55510	General Welfare Assistance	33,198.00
101-55720	Litter Education / Information	0.00
	Public Health and Welfare	<u>4,886,307.08</u>
Social, Cultural and Recreational		
101-56300	Senior Citizen's Assistance	145,223.38
101-56500	Libraries	<u>393,938.58</u>
	Social, Cultural and Recreational	539,161.96
Agricultural and Natural Resources		
101-57100	Agricultural Extension Service	125,210.85
101-57500	Soil Conservation	<u>62,872.00</u>
	Agricultural and Natural Resources	188,082.85
Other Operations		
101-58190	Economic and Community Development	140,827.20
101-58300	Veteran's Services	162,662.64
101-58400	Trustee's Commission	570,000.00
101-58500	Contributions to Other Agencies	201,015.81
101-58600	Employee Benefits	5,687,935.21
101-58805	COVID-19 Grant #5 - Health Department	163,000.00
101-58900	Miscellaneous	<u>1,490,168.22</u>
	Other Operations	8,415,609.08
Highway & Street Capital Projects		
101-91200	Highway & Street Capital Projects	<u>500.00</u>
	Transfers Out	500.00
	Total General Fund	35,430,013.35
<u>Courthouse / Jail Maintenance Fund</u>		
Other General Administration		
112-51800	County Buildings	9,800.00
112-51900	Other General Administration	<u>200.00</u>
	Other General Administration	10,000.00
	Total Courthouse / Jail Maintenance Fund	10,000.00

Solid Waste / Sanitation Fund

Other General Administration

116-51900	Other General Administration	<u>40,000.00</u>
	Other General Administration	40,000.00

Public Health and Welfare

116-55710	Sanitation Management	503,295.46
116-55732	Convenience Centers	1,628,897.13
116-55733	Transfer Stations	<u>142,700.00</u>
	Public Health and Welfare	2,274,892.59

Other Operations

116-58600	Employee Benefits	134,392.80
116-58900	Miscellaneous	<u>2,098.94</u>
	Other Operations	136,491.74

Total Solid Waste / Sanitation Fund 2,451,384.33

Drug Enforcement Fund

Other General Administration

122-51900	Other General Administration	<u>500.00</u>
	General Administration	500.00

Public Safety

122-54150	Drug Enforcement	<u>30,000.00</u>
	Public Safety	30,000.00

Total Drug Enforcement Fund 30,500.00

American Rescue Plan

General County Operations

127-58836	American Rescue Plan Act Grant #6	<u>7,849,088.00</u>
	Other General Administration	7,849,088.00

Total Unemployment Fund 7,849,088.00

Unemployment Fund

Other General Administration

130-51900	Other General Administration	<u>75,000.00</u>
	Other General Administration	75,000.00

Total Unemployment Fund 75,000.00

Highway and Bridge Fund

Highways

131-61000	Highway Administration	271,254.00
131-62000	Highway and Bridge Maintenance	1,693,275.26
131-63100	Operation and Maintenance of Equipment	518,353.00
131-65000	Other Charges	193,295.60
131-66000	Employee Benefits	654,372.14
131-68000	Capital Outlay	<u>1,305,360.00</u>
	Highways	4,635,910.00

Debt Service

131-82120	Debt Service - Principal	<u>0.00</u>
	Debt Service	0.00

Debt Service

131-82220	Debt Service - Interest	<u>0.00</u>
	Debt Service	0.00

Total Highway and Bridge Fund 4,635,910.00

General Purpose School Fund

Education

141-71100	Regular Instruction Program	31,160,531.80
141-71150	Alternative Instruction Program	0.00
141-71200	Special Education Program	5,293,327.56
141-71300	Vocational Education Program	1,561,895.00
141-71600	Adult Education Program	<u>0.00</u>
	Education	38,015,754.36

Support Services

141-72110	Attendance	35,396.98
141-72120	Health Services	747,603.60
141-72130	Other Student Support	1,598,573.80
141-72210	Regular Instruction Program	2,086,981.00
141-72215	Alternative Instruction Program	0.00
141-72220	Special Education Program	836,408.49
141-72230	Vocational Education	906,890.35
141-72250	Technology	1,148,700.92
141-72310	Board of Education	704,963.91
141-72320	Director of Schools	355,098.21
141-72410	Office of the Principal	3,517,203.82
141-72510	Fiscal Services	551,778.32
141-72520	Human Resources / Personnel	142,437.00
141-72610	Operation of Plant	3,891,723.18

141-72620	Maintenance of Plant	1,842,703.94
141-72710	Transportation	<u>3,291,366.56</u>
	Support Services	21,657,830.08
Operation of Non-Instructional Services		
141-73300	Community Services	0.00
141-73400	Early Childhood Education	<u>512,760.53</u>
	Oper. of Non-Instructional Services	512,760.53
Capital Outlay		
141-76100	Regular Capital Outlay	<u>0.00</u>
	Regular Capital Outlay	0.00
Operating Transfers		
141-99100	Operating Transfers	<u>0.00</u>
	Transfers Out	0.00
	Total General Purpose School Fund	60,186,344.97

Central Cafeteria Fund

Support Services		
143-72310	Board of Education	<u>100.00</u>
	Support Services	100.00
Operation of Non-Instructional Services		
143-73100	Food Service	<u>3,995,000.00</u>
	Oper. Of Non-Instructional Services	3,995,000.00
	Total Central Cafeteria Fund	3,995,100.00

Extended Care Program

Support Services		
146-72310	Board of Education	<u>15,000.00</u>
	Support Services	15,000.00
Operation of Non-Instructional Services		
146-73300	Community Services	<u>1,485,702.19</u>
	Operation of Non-Instructional Services	1,485,702.19
Operating Transfers		
146-99100	Operating Transfers	<u>210,000.00</u>
	Transfers Out	210,000.00
	Total Extended Care Program	1,710,702.19

General Debt Service

Other General Administration

151-51900	Other General Administration	<u>70,000.00</u>
	Other General Administration	70,000.00

Debt Service

151-82110	Principal	1,517,000.00
151-82210	Interest	2,068,000.45
151-82310	Other Debt Service	<u>750.00</u>
	Debt Service	3,585,750.45

Total General Debt Service **3,655,750.45**

Education Debt Service

Other General Administration

156-51900	Other General Administration	<u>100,000.00</u>
	Other General Administration	100,000.00

Debt Service

156-82110	Principal	0.00
156-82210	Interest	0.00
156-82330	Other Debt Service	<u>20,000.00</u>
	Debt Service	20,000.00

Transfers Out

156-99100	Transfers to Other Funds	<u>6,883,793.78</u>
	Transfers Out	6,883,793.78

Total Education Debt Service 7,003,793.78

Capital Projects

Other General Administration

171-51900	Other General Administration	<u>8,000.00</u>
	Other General Administration	8,000.00

Public Health and Welfare Projects

171-91140	Public Health and Welfare Projects	<u>510,900.00</u>
	Public Health and Welfare Projects	510,900.00

Capital Projects

171-91190	Other General Government Projects	<u>172,569.30</u>
	Other General Government Projects	172,569.30

Total Capital Projects 691,469.30

Capital Projects - Education

Capital Outlay

177-93100	Capital Outlay	<u>5,040,200.00</u>
	Other Capital Outlay	5,040,200.00

Total Capital Projects - Education 5,040,200.00

Capital Projects - Vehicle Fund

Other General Administration

178-51900	Other General Administration	<u>20,400.00</u>
	Other General Administration	20,400.00

Capital Projects

178-82130	Principal	0.00
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178-82230	Interest	0.00
178-91190	Other General Government Projects	<u>1,031,002.32</u>
	Other General Government Projects	1,031,002.32
	Total Capital Projects - Vehicle Fund	1,051,402.32

Capital Projects - Jail Fund

Other General Administration		
180-51900	Other General Administration	<u>2,000.00</u>
	Other General Administration	2,000.00
Other Operations		
116-58600	Employee Benefits	<u>11,934.00</u>
	Other Operations	11,934.00
Public Safety Projects		
180-91130	Other General Government Projects	<u>2,166,000.00</u>
	Total Public Safety Projects	2,166,000.00
Other General Government Projects		
180-99100	Transfers Out - Jail	<u>117,346.56</u>
	Total Other General Government Projects	117,346.56
	Total Capital Projects - Jail Fund	2,297,280.56
	Total of all funds	136,113,939.25

BUDGET RESOLUTION FOR THE FISCAL YEAR BEGINNING
 JULY 1, 2025 AND ENDING JUNE 30, 2026 (FY 2025-2026)
 Schedule 2 - Appropriated Contributions to Non-Profit Organizations

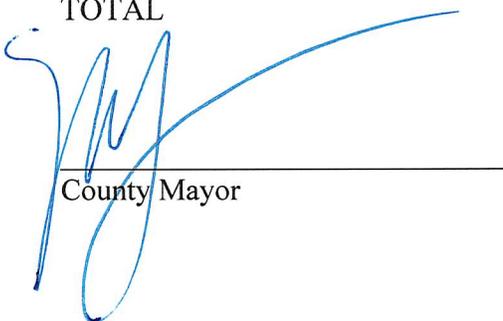
Account	Non-Profit Organization	Purpose	Appropriation
101-58500	Mid-Cumberland Human Resource Agency - Meals on Wheels and Transportation Services	To provide local financial assistance for the services provided to the elderly and disabled citizens in Cheatham County	13,889.05
101-58500	Cheatham County Historical & Genealogical Association	To provide preservation of Cheatham County history, including artifacts, written material, and photos.	6,000.00
101-58500	TN Department of Agriculture Division of Forestry	To provide Wildland Fire Control and Fire Prevention Activities in Cheatham County.	1,000.00
101-58500	Imagination Library	To provide a new, age-appropriate, hardcover book every month to children from birth to age 5, to get children interested in books and excited about reading	3,000.00
101-58500	Leadership Cheatham County	To provide knowledge and leadership skills that have a positive impact on the community and leaders	1,000.00
101-58500	Joint Economic and Community Development Board	To foster communication relative to economic and community development among local governments, the agencies attached to them, and the agencies that serve them through regular interaction	109,214.26 + 25% of Hotel / Motel Tax Revenue (Not to exceed \$25,000)
101-58500	Joint Economic and Community Development Board	To provide assistance in the development of tourism and business in Cheatham County	25,000.00
101-58500	The Industrial Development Board of Cheatham County	To foster communication relative to economic and community development among local governments, the agencies attached to them, and the agencies that serve them through regular interaction	25% of Hotel / Motel Tax Revenue (Not to exceed \$10,000)
101-58500	The Ark Community Resource Center	To provide local financial assistance for the services provided to the elderly and disabled citizens in Cheatham County	1,912.50
101-58500	Safe Haven Cheatham County	To serve victims of domestic violence including adults and children, through the shelter located in Cheatham County	5,000.00

RESOLUTION: 11
RESOLUTION TITLE: To Approve The 2025-2026 Tax Levy
DATE: June 30, 2025
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the combined property tax rate for Cheatham County, Tennessee for the fiscal year beginning July 1, 2025 shall be as follows:

FUND	2025-2026 RATE
COUNTY GENERAL	1.0301
HIGHWAY / ROADS	0.0309
EDUCATION DEBT SERVICE	0.0353
GENERAL DEBT SERVICE	0.1576
SOLID WASTE / SANITATION	0.0474
GENERAL PURPOSE SCHOOLS	0.3923
CAPITAL PROJECTS	0.0090
CAPITAL PROJECTS – VEHICLES	0.0504
CAPITAL PROJECTS – JAIL	0.0000
TOTAL	1.7530



County Mayor

ATTEST:



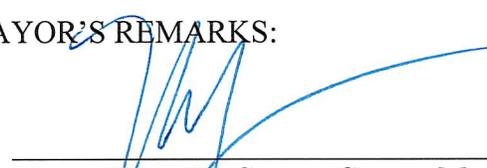


County Clerk

RECORD: Approved by roll call vote 9 Yes 3 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	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:



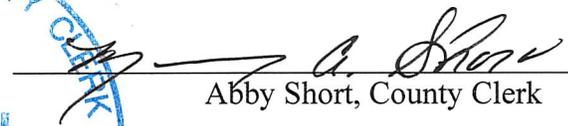
Kerry McCarver, County Mayor

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 3rd day of July 2025.





Abby Short, County Clerk

RESOLUTION: 12

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

DATE: June 30, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Debt Service Fund:

Other General Administration

151 – 34580	Restricted for Debt Service	\$6,000.00
151 – 51900 – 510	Trustee's Commission	\$6,000.00

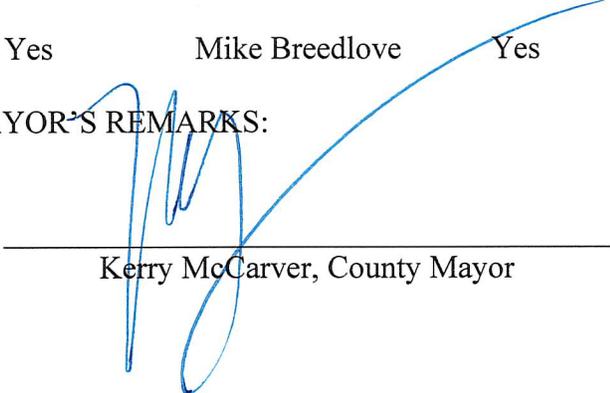
Transfer funds from General Debt Service Fund Balance to cover a shortage for Trustee's Commission

Budget Committee Vote (6/30/20225): 4 Yes 0 No 1 Absent
Funding Source: General Debt Service Fund Balance

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Abstain	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:



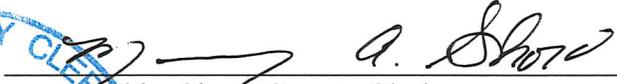
Kerry McCarver, County Mayor

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 3rd day of July 2025.





Abby Short, County Clerk

RESOLUTION: 13(A)

RESOLUTION TITLE: To Approve Mayor's Signature On Amended Contract Between Cheatham County And Williamson County For Juvenile Detention Center

DATE: June 30, 2025

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

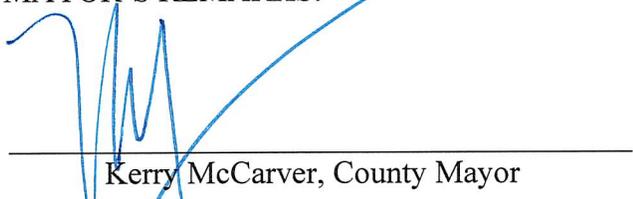
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the amended contract between Cheatham County and Williamson County for Juvenile Detention center is approved.

A copy of the contract is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:

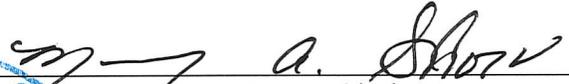


Kerry McCarver, County Mayor

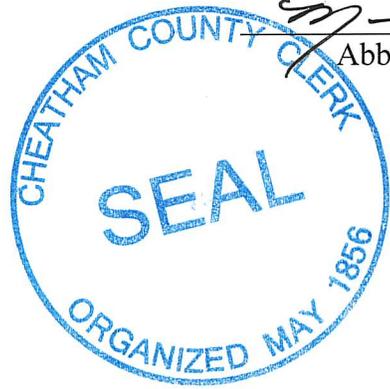
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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 3rd day of July 2025.



Abby Short, County Clerk



AMENDMENT TO THE CONTRACT BETWEEN WILLIAMSON COUNTY, TENNESSEE
ON BEHALF OF THE JUVENILE COURT OF WILLIAMSON COUNTY AND CHEATHAM COUNTY

THIS AMENDMENT ("Amendment") to the original Contract ("Contract") is made and entered into on the day and date last written by and between the GOVERNMENT OF WILLIAMSON COUNTY, TENNESSEE, a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Williamson County on behalf of the JUVENILE COURT OF WILLIAMSON COUNTY (hereinafter referred jointly as "JUVENILE COURT"), and CHEATHAM COUNTY, TENNESSEE, a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Cheatham County (hereinafter referred to as "COUNTY") concerning housing COUNTY juveniles in the Williamson County Juvenile Detention Center (hereinafter referred to as "Juvenile Detention Center").

- WHEREAS, JUVENILE COURT and COUNTY operate separate secure juvenile detention facilities which house juveniles who are waiting for court dispositions; and
- WHEREAS, events may arise which result in the need to temporarily relocate COUNTY juveniles in order to continue to provide essential functions of response, mitigation, preparedness, and recovery from such events; and
- WHEREAS, depending on the availability of space, JUVENILE COURT may temporarily detain juveniles from COUNTY in its Juvenile Detention Center located at 408 Century Court, Franklin, Tennessee.

NOW THEREFORE, in consideration of the above premises and the mutual promises contained herein, it is hereby agreed that the Contract identified herein shall be modified and amended as follows:

- A. The Contract is hereby amended by deleting Section 4 in its entirety and replacing it with the following paragraph:

The daily rate to house juveniles is Two Hundred Dollars (\$200.00) per day for each juvenile detained in the Juvenile Detention Center to be effective as of July 1, 2025. A day shall be considered twenty-four (24) hours or any portion thereof, beginning when the juvenile enters the Juvenile Detention Center. In addition, COUNTY shall be responsible for any and all destructive actions of its juvenile and/or visitors of the juvenile while the juvenile is detained at the Juvenile Detention Center. COUNTY shall pay JUVENILE COURT any and all sums set forth in this Contract within thirty (30) days after receiving an invoice. The parties may agree in writing to modify the daily fee to be effective on the following first day of July.
- B. The Contract is amended to include the following paragraph as a new section:

Both parties shall comply with the requirements of T.C.A. § 37-1-114. Upon request, COUNTY shall present a Court Order to JUVENILE COURT that describes with particularity the probable cause that exists to detain the juvenile in a secure facility under T.C.A. § 37-1-114 and the specific ground(s) upon which the detention of such juvenile in a secure facility is based under T.C.A. § 37-1-114.
- C. All other terms and conditions remain in full force and unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date last written below.

JUVENILE COURT OF WILLIAMSON COUNTY:

By: Judge Jason Miller
Judge of the Juvenile Court of
Williamson County

By: _____
County Mayor, Williamson County

By: R. Coak
Williamson County Attorney

Date: _____

CHEATHAM COUNTY, TENNESSEE:

By: _____
County Mayor, Cheatham County

By: _____
Cheatham County Attorney

Date: _____

CONTRACT BY AND BETWEEN
THE JUVENILE COURT OF WILLIAMSON COUNTY
AND
CHEATHAM COUNTY

This CONTRACT made and entered into on the day and date last written by and between the Government of Williamson County, a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Williamson County and the Juvenile Court for Williamson County, hereinafter referred to as JUVENILE COURT and CHEATHAM COUNTY, hereinafter referred to as CONTRACTOR.

WHEREAS, Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the "Jail Removal Bill" now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of children in adult jails on and after January 1, 1985, and

WHEREAS, the County Mayor and the Judge of JUVENILE COURT and CONTRACTOR have agreed that JUVENILE COURT will detain juveniles from CONTRACTOR'S county, all as hereafter set out.

NOW, THEREFORE, JUVENILE COURT and CONTRACTOR do hereby agree as follows, to-wit:

1. When CONTRACTOR detains a juvenile by proper Court Order and sends said juvenile to JUVENILE COURT with a written request that JUVENILE COURT detain said juvenile in its Juvenile Detention Facilities for CONTRACTOR, JUVENILE COURT shall detain said juvenile in its Juvenile Detention Facilities provided, in the opinion of JUVENILE COURT, there is sufficient space in its Juvenile Detention Facilities. Said juvenile shall be subject to the rules and regulations of JUVENILE COURT concerning its Juvenile Detention Facilities while being detained in said Juvenile Detention Facilities.

CONTRACTOR shall provide all transportation to and from the Juvenile Detention Facility of JUVENILE COURT.

2. JUVENILE COURT shall release said juvenile to CONTRACTOR upon written request from CONTRACTOR within twenty-four hours of said written request, upon proper Court Order, or as hereafter set out.
3. Williamson County juvenile offenders shall at all times have priority for space in JUVENILE COURT'S Juvenile Detention Facilities. In the event that space provided to a Juvenile sent to Juvenile Court from the county of CONTRACTOR becomes needed for a Williamson County Juvenile Offender, JUVENILE COURT is to notify CONTRACTOR of such need, and CONTRACTOR is to remove said juvenile from the Juvenile Detention Facilities within twelve hours of said notification.
4. CONTRACTOR shall pay JUVENILE COURT the following, to-wit:
 - a. the sum of \$125.00 per day for room and board supervision for each of CONTRACTOR'S juveniles which JUVENILE COURT detains in its Juvenile Detention Facilities pursuant to paragraph 1. A day shall be considered twenty-four hours or any portion thereof, beginning when the juvenile enters the premises of the Juvenile Detention facilities of JUVENILE COURT.
 - b. for any and all medical, dental, and all other expenses provided said juvenile by or at the request of JUVENILE COURT. Should CONTRACTOR request in writing and if JUVENILE COURT agrees in writing, JUVENILE COURT shall use reasonable effort to contact CONTRACTOR prior to requesting non emergency medical and dental services for its juveniles.
 - c. for any and all destructive actions of said juvenile and/or visitors of said juvenile while said juvenile is detained in the Juvenile Detention Facilities of JUVENILE COURT.
5. No juvenile shall be housed in the Juvenile Detention Facilities of JUVENILE COURT until, in the opinion of JUVENILE COURT, CONTRACTOR has provided adequate proof of insurability against any and all damage, including but not limited to, damage caused by guests of such juveniles, and any injuries caused to said juveniles while housed in the Juvenile Detention Facilities of JUVENILE COURT.
6. Neither party's liability shall exceed any cap or limitation on damages or liability that exist pursuant to state or federal law. Should CONTRACTOR carry liability insurance above the cap or limitation on damages or liability as established by state or federal law, CONTRACTOR'S liability to any party described herein shall not exceed the existing coverage afforded to the CONTRACTOR under the liability insurance policies for the events giving rise to a claim against the CONTRACTOR pursuant to this contract.
7. JUVENILE COURT will not detain any juvenile for CONTRACTOR after he/she has been transferred pursuant to Tenn. Code Ann. 37-1-134.
8. The term of this CONTRACT is for a period of one year from the day and date last written and shall automatically renew for additional one year terms unless this CONTRACT is terminated by providing the other party with 30 days written notice. This CONTRACT expresses the entire Agreement between the parties and the same

shall not be changed, modified, and/or extended except in writing, signed by the parties and attached hereto.

- 9. In the event that any term of this CONTRACT becomes subject to litigation, the venue for such action will be in Williamson County and Tennessee law will control.

The address for service of process for JUVENILE COURT in the event of litigation shall be Williamson County Criminal Justice Center, 408 Century Court, Franklin, Tennessee, 37064. The address for service of process for CONTRACTOR shall be

- 10. In the event that any term of this CONTRACT is found to be in contradiction of the Constitution of this State or of the United States, such term is to be severable from the remainder of the contract and the remaining terms are to be fully enforceable.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed at Franklin, Tennessee on this 20th day of September, 2013.

JUVENILE COURT

CONTRACTOR: CHEATHAM COUNTY

rc by [Signature]
Judge of the Juvenile Court of
Williamson County
408 Century Court
Franklin, TN 37064

by [Signature]
County Mayor, Cheatham County
100 Public Square
Suite 105
Ashland City, TN 37015

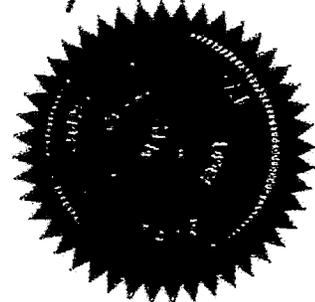
by [Signature]
County Mayor, Williamson County
Administrative Complex
1320 West Main Street
Franklin, TN 37064

Attest:

Attest:

[Signature]
Clerk

[Signature]
Clerk



RESOLUTION: 13(B)
RESOLUTION TITLE: To Approve Mayor's Signature On Food Services Agreement Between Cheatham County And Trinity Services Group, Inc.
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

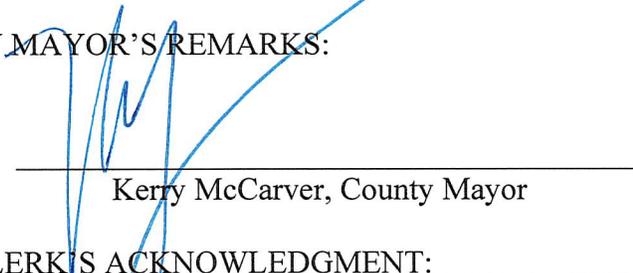
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Food Services agreement between Cheatham County and Trinity Services Group, Inc. is approved.

A copy of the agreement is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



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 3rd day of July 2025.



Abby Short, County Clerk



FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between Cheatham County Sheriff's Office, Cheatham County, Tennessee, with principal offices located at 354 Frey Street, Suite E, Ashland City, TN 37015 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client has issued a Request for Proposal for Inmate Food Services and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS, Client desires to accept the Proposal and avail itself of Trinity's services; and

WHEREAS, Trinity desires to perform such services for Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. COMMENCEMENT AND TERMINATION

1.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for three (3) years beginning on July 1, 2025 through June 30, 2028.

1.2. The Agreement may be renewed upon mutual consent by the parties for up to two (2) additional one-year terms. The total term of this Agreement shall not exceed five (5) years.

1.3 Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause upon sixty (60) days written notice. The notice shall specify the date on which termination shall be effective. In the event Trinity elects to terminate the Agreement without cause, it shall continue to provide services if requested in writing by the Client for up to an additional ninety (90) days.

1.4 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

1.5. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 2. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at Cheatham County Jail (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food .

products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 3. TRINITY'S RESPONSIBILITIES

3.1. Pursuant to the terms, conditions and requirements of the RFP, including but not limited to the RFP and the Proposal, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the Tennessee Jail Standards regarding food service and the requirements set forth in the Proposal.

3.2. Trinity agrees: (i) to comply with the Prison Rape Elimination Act (PREA) standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

3.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

3.4. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

3.5. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

3.6. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

3.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates, Client's employees or agents, or anyone who is not an employee of Trinity. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

3.8. In connection with Services provided hereunder, Trinity shall purchase inventory and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

3.9. Trinity will produce special diets, including but not limited to, therapeutic or religious diets, in response to proper orders for the same (collectively "Special Diets"). Therapeutic diets will be produced in response to an order from an individual in the medical department with prescription-writing authority, namely a Nurse Practitioner, LPN or MD. Religious diets will be produced in response to appropriate order from the Client's chaplain or as otherwise agreed upon by the parties.

3.10. Trinity shall ensure that Special Diets are made promptly and are available for consumption by inmates who have received appropriate orders for these diets. Trinity is not responsible for ensuring that inmates (i) actually consume the meals, or (ii) are complying with their Special Diet restrictions on items or meals that were not produced by Trinity.

SECTION 4. CLIENT'S RESPONSIBILITIES

4.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor as outlined in the Proposal, and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

4.2. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, (i) pay to Trinity all increased costs due to the equipment issue, including, but not limited to, all paper products used during such time period and (ii) work in good faith with Trinity on menu changes, product substitutions and any other remedial measures until the equipment issue is resolved. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

4.3. Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

4.4. Client will reimburse Trinity for all paper products used during lock down events or any other period when paper products are required due to circumstances outside the control of Trinity.

4.5. Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

4.6. If applicable, Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

4.7. Client agrees to complete all background checks pursuant to Section 3.3 within ten (10) days of request by Trinity. Trinity will not be liable for liquidated damages or penalty fees related to Client's failure to timely complete background checks.

4.8. Client shall ensure that, whenever possible, the Trinity Diet Manual's formulary diets are ordered for individuals within their custody. Client shall further ensure that only medical department members with prescription-writing authority, namely an MD, LPN or Nurse Practitioner, order medical diets for individuals within their custody.

4.9. Client shall ensure that orders for Special Diets are timely delivered to Trinity in a manner that allows production in a manner consistent with the inmates' needs. Further, if Client is responsible for delivering meals to individuals, the Client is responsible for ensuring that such Special Diet is promptly and correctly provided to the correct individual.

4.10. Client shall ensure that its employees or subcontractors follow the procedures within the Trinity Diet Manual if a non-formulary diet is indicated ("Non-Formulary Diet"). Namely, conferences with Trinity's Registered Dietitian for its region to ensure that a nutritionally adequate diet compliant with an individuals' religious or serious medical needs are required prior to the order of any Non-Formulary diet. Client's medical department shall re-assess Non-Formulary Diets for continued necessity every ninety (90) days.

4.11 Client shall fully cooperate and take all actions necessary to allow Trinity to perform the Services in compliance with all applicable federal, state, and local laws or regulations.

4.12 Client represents and warrants that it is lawful in its respective jurisdiction of Cheatham County Tennessee to provides the Services as detailed in this Agreement.

SECTION 5. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 6. INDEMNIFICATION AND INSURANCE

6.1. Each Party to this Agreement shall be responsible for its own acts and omissions. Trinity shall indemnify and hold harmless Client and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to Trinity, its managers, members, officers, employees, agents or subcontractors in the performance of Trinity's obligations under this Agreement (except to the extent caused by the negligent act or omission of Client, its employees, or agents). The provisions of this Section shall survive the expiration or termination of this Agreement.

6.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by Trinity within ninety (90) days of the date Client has actual notice of the claim and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

6.3. Trinity shall obtain and maintain insurance as required by the terms of the RFP. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects to such coverage prior to the commencement of Services hereunder.

6.4. Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or

Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary. The sale of the equity interests of Trinity, or its parent company, shall not constitute an assignment.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Cheatham County Sheriff's Office
354 Frey Street, Suite E
Ashland City, TN 37015

If to Trinity: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677

With copy to: Trinity Services Group, Inc.
Attn: General Counsel
10880 Lin Page Place
St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential

Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, the parties recognize that Client is subject to the Tennessee Public Records Act (Tennessee Code Annotated § 10-7-503 *et seq.*) and information and materials in Client's possession will generally be considered public records subject to disclosure to any Tennessee resident upon request. Client shall not be deemed to be in breach of this Agreement for any disclosure required pursuant to the Tennessee Public Records Act.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules.

SECTION 14. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Tennessee and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not

remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of Tennessee

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

SECTION 17. IRAN DIVESTMENT ACT

The requirements of Tennessee Code Annotated § 12-12-101 *et seq.*, addressing contracting with persons defined at Tennessee Code Annotated § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. Trinity certifies, under penalty of perjury, that to the best of its knowledge and belief it is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

SECTION 18. CERTIFICATION OF NO BOYCOTT OF ISRAEL

In accordance with Tennessee Code Annotated § 12-4-119, Trinity certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Cheatham County Sheriff's Office

Trinity Services Group, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates.

Meal prices shall be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to (1) the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home or (2) an amount determined by Trinity based upon actual cost increases incurred. Trinity will provide notice of the price increase not less than thirty (30) days prior to the anniversary date. Any price increase based upon Trinity's actual cost increases shall be supported by appropriate documentation and calculations justifying the increase. As per Section 1, either party may terminate the agreement pursuant to the notice requirements of that section if the parties cannot agree to pricing for the next year.

In the event of material cost changes in (1) food costs, (2) federal, state, or local taxes or tariffs including, but not limited to, social security taxes, unemployment taxes or payroll based taxes, (3) labor costs, including an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity, or (4) an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances. If the parties are unable to agree upon revised pricing under these conditions, either party may terminate the agreement by providing ninety (90) days written notice.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served, and any other applicable charges under this Agreement, in the preceding week. Client shall pay the invoice amount within fifteen (15) days of date of the invoice from Trinity. All past due amounts due to Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. EQUIPMENT FUND

Trinity shall provide Client with a capital investment in the amount of twenty-five thousand dollars (\$25,000.00) for the purpose of purchasing new equipment necessary for Trinity's production processes to be effective ("Capital Investment"). The Capital Investment will be amortized over thirty-six (36) months (July 1, 2025 through June 30, 2028). Should the Agreement expire or be terminated prior to June 30, 2028, the full thirty-six (36) month Capital Investment amortization period, Client agrees to repay Trinity the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination. For example, if Client terminated this Agreement with twelve (12) months remaining, Client would be responsible for reimbursing Trinity the unamortized amount of eight thousand three hundred and thirty three dollars (\$8,333) or $(\$25,000/36 \text{ months} \times 12 \text{ months remaining})$.

All equipment purchased with the Capital Investment (whether by Client or Trinity) will be the property of the Client, subject to the repayment obligations of this Section, and Client will be responsible for paying all sales taxes assessed on the equipment unless Client is exempt from the payment of sales tax. The Client will maintain, repair, and replace all other food service equipment at its own expense in accordance with this Agreement.

IV. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

**SCHEDULE 1
SCALE**

TRINITY SERVICES GROUP

CHEATHAM CO

Inmate Population Sliding Scale

FROM		TO		PRICE
70	-	79	\$	3.034
80	-	89	\$	2.745
90	-	99	\$	2.520
100	-	109	\$	2.340
110	-	119	\$	2.193
120	-	129	\$	2.070
130	-	139	\$	1.966
140	-	149	\$	1.877

RESOLUTION: 13(C)
RESOLUTION TITLE: To Approve Mayor's Signature On Virtual Academy Solution Agreement With Addendum
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

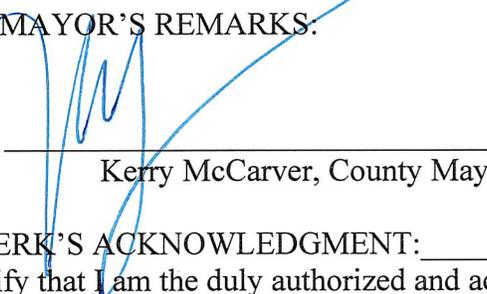
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Virtual Academy Solution Agreement with addendum is approved.

A copy of the agreement is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



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 3rd day of July 2025.


Abby Short, County Clerk



VIRTUAL ACADEMY SOLUTION AGREEMENT

Cover Sheet

THIS VIRTUAL ACADEMY SOLUTION AGREEMENT (comprising this Cover Sheet and the Terms and Conditions attached hereto, collectively, the "Agreement") is entered into as of the date of the later signature below ("Effective Date") by and between Virtual Academy, a division of Savant Learning Systems, Inc. ("Virtual Academy"), and the law enforcement agency identified below ("Law Enforcement Agency").

A. WHEREAS, Virtual Academy has developed a comprehensive suite of content, products and services (each individually, a "Solution" and, collectively, the "Solutions") designed to permit Law Enforcement Agency to offer training online, which Solutions include Virtual Academy's custom on-line training management system ("TMS"), currently offered under the brand "Virtual Academy."

B. WHEREAS, Law Enforcement Agency desires to arrange for access to and use of the TMS and the additional Solutions specifically elected by Law Enforcement Agency ("Elected Solution(s)") as indicated below, and Virtual Academy is willing to provide such Elected Solutions, subject to the terms and conditions herein.

Elected Solutions

Package Options	Number of Users
Complete Premium Package \$85 / officer / year Annual contract at locked in pricing - \$5,270 Full TMS and Unlimited Courses, FTO Platform, Policy Tool and Certifications	62

VIRTUAL ACADEMY, A DIVISION OF SAVANT LEARNING SYSTEMS, INC.

By: Danielle Petty
(signature)

Name: _____
Title: Regional Manager

Date: 06/02/2025

(department name)
By: _____
(signature)

Name: _____
Title: _____

Date: _____

VIRTUAL ACADEMY SOLUTION AGREEMENT - TERMS AND CONDITIONS

1. TMS Access. Virtual Academy hereby grants Law Enforcement Agency a non-exclusive, limited, revocable, non-transferable, non-sublicenseable right and license to access the TMS, subject to the terms of this Agreement, solely in connection with Law Enforcement Agency's offering of the training to its sworn and non-sworn employees and affiliates.

2. Virtual Academy Warranty. Virtual Academy warrants that (i) it will use commercially reasonable efforts to ensure that the TMS, courseware, instructional materials, software or source code do not contain any malware or other code that could cause damage to Law Enforcement Agency's computer systems or data; and (ii) it owns and/or has all necessary rights to use and to permit the use of the TMS, courseware, instructional materials, software or source code as provided herein. Virtual Academy makes no other warranty, express or implied, in connection with the Solutions, and hereby disclaims and excludes any warranty of fitness for a particular purpose and/or warranty of merchantability.

3. Access. Virtual Academy will use commercially reasonable efforts to provide continuous access to the Virtual Academy platform, excluding planned maintenance periods and unplanned downtime beyond the reasonable control of Virtual Academy. Law Enforcement Agency understands that Virtual Academy cannot guarantee access at all times. Virtual Academy shall not be responsible for any failure by Law Enforcement Agency or its officers to gain access to the Solutions due to causes beyond Virtual Academy's reasonable control, including power outages, and damage to or defects in computer hardware.

4. Maintenance and Software Upgrades. Maintenance and software upgrades to the TMS, courseware, instructional materials, software, or source code may be performed at the discretion of Virtual Academy. Virtual Academy agrees to provide Law Enforcement Agency with reasonable advance notice of scheduled maintenance and/or software upgrades.

5. Compliance with Certain Regulatory Requirements.

a. Privacy Protection. Each party will ensure that officer grades and/or other protected information related to this Agreement will be treated as confidential and protected from disclosure as required by federal and applicable state law. Officer grades are the property of Law Enforcement Agency and Law Enforcement Agency shall be responsible for maintenance of such data.

6. Confidentiality. To the extent permitted by applicable law, the terms of this Agreement are confidential. Except as required by law, neither party shall furnish confidential information of the other party to any unauthorized person or entity. Nothing in this section prevents Virtual Academy from issuing a mutually acceptable press release or naming Law Enforcement Agency as a client in advertising materials and/or as a case study of the TMS, courseware, instructional materials, software, or source code. Law Enforcement Agency further authorizes Virtual Academy to monitor performance and/or

service level information and data associated with Law Enforcement Agency's use of the TMS, courseware, instructional materials, software or source code, and Virtual Academy will seek authorization from Law Enforcement Agency to make such performance and/or service level information and data publicly available for promotional and/or advertising purposes.

7. Intellectual Property. Virtual Academy owns all right, title and interest in the intellectual property embodied in or related to the TMS, courseware, Solutions, instructional materials, software or source code (including any and all tangible and intangible ideas, items, works of authorship and other materials resulting from such Solutions, such as all works of authorship forming any part of the TMS, courseware, Solutions, instructional materials, software or source code, whether or not registered or capable of registration, including but not limited to the source code, any graphical or pictorial works such as but not limited to logos, graphical user interfaces, architecture and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications). Virtual Academy shall retain ownership over all instructional and/or reference content, excluding officer data and supplemental Law Enforcement Agency or training materials uploaded by Law Enforcement Agency or any of its officers, employees or agents, or by users of the TMS.

8. Proprietary Rights and Restrictions. Virtual Academy holds and retains all right, title, and interest in its software, original applications, documentation, materials, and all other intellectual property. Nothing in this Agreement is intended to transfer any ownership rights to Law Enforcement Agency. Law Enforcement Agency shall not:

a. Decompile, disassemble, or reverse engineer, or attempt to decompile, disassemble or reverse engineer, the TMS, courseware, instructional materials, software or source code;

b. Modify or attempt to modify the TMS, courseware, instructional materials, software or source code;

c. Rent, lease, license, assign, sell or otherwise provide access to any unauthorized individual or entity to Virtual Academy's intellectual property, including the TMS, courseware, Solutions, instructional materials, software or source code, and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications on a temporary or permanent basis;

d. Upload, or attempt to upload, to Virtual Academy's servers any information, material or content that infringes upon any third party copyright, trademark, patent or trade secret, or material or content that is in violation of any law of the United States;

9. Trademarks. During the term of this Agreement (and thereafter, for historical purposes), Law Enforcement Agency

grants Virtual Academy a limited, non-exclusive license to use Law Enforcement Agency's trademarks, as designated in writing by Law Enforcement Agency, solely for the purpose of fulfilling Virtual Academy's obligations and exercising Virtual Academy's rights hereunder.

10. Assignment. Law Enforcement Agency may not assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the express written consent of Virtual Academy, which Virtual Academy may withhold in its sole discretion.

11. Responsibilities of Law Enforcement Agency. Law Enforcement Agency agrees to perform the following:

a. Law Enforcement Agency will provide to Virtual Academy a list of enrolled officers and officer identification as is needed for Virtual Academy to perform its obligations under this Agreement. The list provided by Law Enforcement Agency will reflect officers enrolled as of the first day of implementation and will be provided to Virtual Academy a minimum of five (5) days prior to the initiation of implementation.

b. Law Enforcement Agency will arrange and provide for a qualified officer to administer and oversee Law Enforcement Agency's use and implementation of the TMS, courseware, instructional materials, software, source code and the Solutions in connection with the training. Law Enforcement Agency will ensure that all such officers participate in the training and orientation provided by Virtual Academy with respect to the TMS, courseware, Solutions, instructional materials, software or source code. Law Enforcement Agency will take such steps as necessary to ensure that officers respect Virtual Academy copyrights and proprietary information.

c. Law Enforcement Agency shall exercise the sole decision-making authority in the (i) appointment of training officers, (ii) admission of officers to the training, (iii) evaluation of officer performance, and (iv) decisions to award course credit and/or training credentialing.

d. Law Enforcement Agency warrants that it has policies and procedures in place to comply with, and will comply with, all applicable federal, state, and local laws and regulations with respect to the training. Without limiting the foregoing, Law Enforcement Agency will be responsible for compliance with all applicable state accrediting agency requirements and state law authorizations and requirements.

e. Law Enforcement Agency will provide such other reasonable administrative support for the implementation and functioning of the TMS and the Solutions not otherwise specifically set forth in this Agreement as being the responsibility of Virtual Academy.

f. Law Enforcement Agency will make reasonable efforts to prevent unauthorized access to the TMS, courseware, instructional materials, software or source code and to maintain confidentiality of login information used by officers

and instructors to access the TMS, courseware, instructional materials, software or source code.

g. Any additional responsibilities of Virtual Academy and Law Enforcement Agency with respect to the Solutions shall be mutually agreed in writing.

12. Indemnification.

a. To the extent permitted by applicable law, each party shall indemnify and hold harmless the other party, including its officers, directors, employees and agents, against any losses, damages, or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against the other party and arising out of the indemnifying party's (i) gross negligence, willful misconduct or fraud; (ii) breach of the terms of this Agreement or (iii) failure to comply with any applicable law.

b. Without limiting the foregoing (and to the limited extent allowed by governing laws), Law Enforcement Agency agrees to indemnify and hold harmless Virtual Academy, and its officers, directors, employees and agents from all losses, damages, expenses and costs, including reasonable attorney's fees, resulting from or related to:

i. Any claim brought against Virtual Academy or its officers, directors, employees or agents alleging violation of a patent, copyright, trademark or trade secret based on any material that is generated by, altered by, modified by, distributed by, copied by or uploaded by any trainer, officer or staff member of Law Enforcement Agency or any individual or entity who gains unauthorized access to the TMS, courseware, instructional materials, software or source code due to a failure on behalf of Law Enforcement Agency to make reasonable efforts to prevent unauthorized access thereto or to maintain confidentiality of login information used by officers and instructors to access same;

ii. Any infringement of third party copyrights or patents by Law Enforcement Agency's management.

13. Term. The term of this Agreement will commence on the Effective Date and continue in effect thereafter, unless terminated earlier as provided herein, for one (1) year.

14. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon provision of thirty (30) days' written notice to the breaching party, provided that such breach has not been cured within said period. If Virtual Academy terminates this Agreement due to Law Enforcement Agency's failure to make adequate or timely payment, all Solutions may be terminated at Virtual Academy's option. In the event of termination following such breach, Virtual Academy may, at its option, (a) charge a reinstatement fee to reinstate support Solutions; or (b) decline to reinstate support Solutions until breach is cured. In addition, either party may terminate this Agreement, effective immediately upon notice, if the other party files for bankruptcy protection, is determined to be bankrupt or

insolvent or enters into any bankruptcy or insolvency proceeding, except that Virtual Academy shall continue to provide courses still in session in accordance with the terms of this Agreement to the extent legally permitted to do so.

15. Effect of Termination. Virtual Academy also agrees that in case of termination by either party, it will make reasonable efforts to protect officer data, subject to the terms of this Agreement. Notwithstanding anything herein to the contrary, as of the date that is twelve (12) months following any expiration or termination of this Agreement, officer data may be destroyed at the discretion of Virtual Academy. Upon the expiration or any termination of this Agreement the following Sections shall survive: 5, 6, 7, 8, 9, 11; 12; 17; 18; 20 and 21.

16. Force Majeure. Virtual Academy warrants that it shall use commercially reasonable efforts to maintain Solutions and protect data. Virtual Academy shall not be liable for any failure to perform its obligations where such failure is a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity, telephone, or internet service.

17. Mediation and Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on written request of either party served on the other, be submitted to mediation with each party paying for half of the total cost of the mediator. If the mediator is unsuccessful, suite may be filed in a court of competent jurisdiction in the state of Tennessee.

18. Governing Law. This Agreement is governed by the laws of the State of Tennessee. Legal action arising from this Agreement shall only be filed in the State of Tennessee. The parties waive any right to a jury trial.

19. Legal and Regulatory Changes. If any law or regulation governing this Agreement, the Solution or the training changes such that any aspect of this Agreement, the Solution or any training as then provided does not comply with such law or regulation, the Parties shall amend this Agreement solely to the extent necessary to comply with such law or regulation.

20. Entire Agreement. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements.

21. Amendment. No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties.

22. Severability. If a court declares any part of this Agreement void or unenforceable, the remaining terms and provisions shall remain in force.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

ADDENDUM

This Addendum is executed this the ___ day of _____ 2025 by and between **Cheatham County, Tennessee** ("County") and **Virtual Academy, a division of Savant Learning Systems, Inc.** ("Vendor")

1. Order of Precedence. County and Vendor have entered or are entering into an agreement for goods and/or services. This Addendum modifies such agreement and shall control over any contrary terms in the agreement and any other contract or document the parties have previously executed or hereafter execute. No document provided by Vendor shall control over the terms herein unless it specifically amends this Addendum, and such document is executed by both parties with proper authorization. This Addendum contains terms material to the agreement and the County is only authorized to enter into the agreement in conjunction with this Addendum.

2. Indemnification. In no event will the County indemnify or hold Vendor harmless from or against claims and/or damages, however defined, regardless of the nature of the liability, claim, or expense.

3. Confidentiality and Public Records. The County and Vendor will maintain the confidentiality of information and records in accordance with applicable law. No provision of the agreement shall require the County to keep any information or records confidential in contravention of applicable open records laws or make disclosure subject to notice or approval of Vendor. The agreement and the terms thereof shall not be considered confidential.

VENDOR

CHEATHAM COUNTY

RESOLUTION: 13(D)
RESOLUTION TITLE: To Approve Mayor's Signature On Amendments To The Harpeth River Fire Contract
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

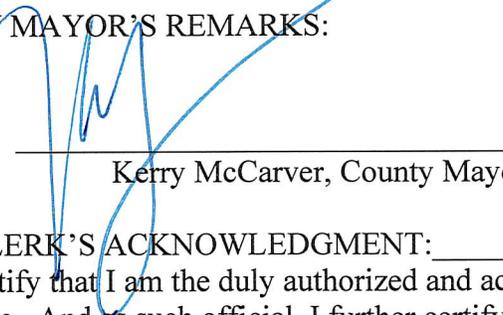
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on amendments to the Harpeth River Fire contract is approved.

A copy of the contract attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



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 3rd day of July 2025.



Abby Short, County Clerk



CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the Harpeth Ridge Volunteer Fire Department, a non-profit Tennessee corporation (hereinafter referred to as "HRVFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with HRVFD to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for HRVFD. Such referenced area shall hereinafter collectively be referred to as the "Harpeth Ridge Fire District"; and

WHEREAS, HRVFD has agreed to provide fire protection, emergency medical first responders and rescue services for the Harpeth Ridge Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The HRVFD will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Harpeth Ridge Fire District.
2. The HRVFD will answer fire protection, emergency medical first responder and rescue service calls in the Harpeth Ridge Fire District area and will, to the best of the HRVFD's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any fire protection, emergency medical first responder and rescue services.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Harpeth Ridge Fire District:
 - A. A primary service fee as set forth in Exhibit B, shall be paid annually by the County to the HRVFD to provide fire, medical first responder and rescue in the Harpeth Ridge Fire District.
5. The County shall compensate the HRVFD for the fire protection, emergency medical first responder and rescue services provided by the Harpeth Ridge Fire District. The amount of compensation is set forth in Exhibit A, with one-half being paid on or before January 15 of each year of this contract and the remaining one-half being paid on or before March 15 of each year of this contract.

6. In addition to the primary service fee set forth in paragraph 4 above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$55,000.00
b. Kingston Springs Fire Department	\$27,500.00
c. Pegram Fire Department	\$27,500.00
d. Pleasant View Fire Department	\$55,000.00
e. Fire Association	\$35,000.00
TOTAL	\$200,000.00

7. It is expressly understood that the HRVFD is a volunteer fire department. No guarantee as to the level of service within the Harpeth Ridge Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the HRVFD's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the HRVFD, or other fire department officer in charge, not to respond to a fire call or special service call in the Harpeth Ridge Fire District because of an existing emergency within the corporate limits of Harpeth Ridge shall be final. However, the Chief of the HRVFD or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Harpeth Ridge Fire District.

8. The HRVFD shall endeavor to obtain and maintain a more favorable Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Harpeth Ridge Fire District. It shall not be a breach of this agreement if the PPC rating is raised by the ISO due to circumstances beyond the control of HRVFD.

9. The County will make no claim against the HRVFD for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, or volunteers of the HRVFD.

10. The HRVFD will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from HRVFD's response to a fire protection, emergency medical first responder and rescue service calls of the County. If required by law, the HRVFD will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The HRVFD holds harmless and releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its agents or volunteers in responding to calls for the County. The HRVFD shall maintain liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).

11. The HRVFD shall cause to be conducted an annual audit of its accounts for the prior year. Said audit shall be performed by a licensed or certified auditor and a copy of said audit shall be furnished to the County Mayor within 30 days of its completion.

12. The HRVFD will not charge any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Harpeth Ridge Fire District. Any solicitation for donations to the HRVFD within the Harpeth Ridge Fire District shall read "all donations are purely voluntary and response to your emergency is not affected by donations. HRVFD shall provide a copy of any solicitation for donations to residents of the Harpeth View Fire District to the County Fire Chief at least two (2) weeks prior to distribution and the County reserves the right to issue public communications to further clarify the voluntary nature of any donations.
13. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan. The HRVFD acknowledges that it has received and is in the possession of said plan.
14. The HRVFD shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
15. The HRVFD shall comply with all State of Tennessee training laws pertaining to fire departments.
16. Upon full execution of this contract, and during the term hereof, HRVFD, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2)(3). Said Memorandum of Understanding to provide for policies, procedures and protocol for HRVFD to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
17. The HRVFD shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.
18. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be sent via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.
19. Should the HRVFD become insolvent/ and or close the Fire Department, the County reserves the right to purchase the assets and the liabilities within Cheatham County of the HRVFD so as to continue to provide fire and emergency services to the community.
20. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and the HRVFD may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase of the primary service fee paid to HRVFD.
21. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body, the welfare of Cheatham County requiring it.

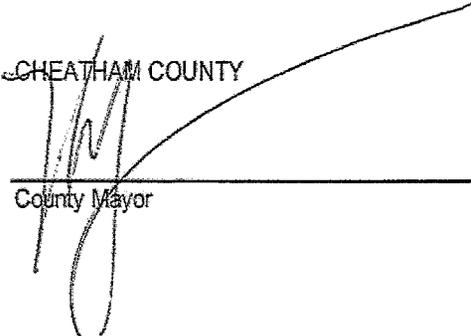
IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

HARPETH RIDGE VOLUNTEER FIRE
DEPARTMENT

Board Chairman

Fire Chief

CHEATHAM COUNTY



County Mayor

Exhibit A
Map of Fire Department Service Areas

Exhibit B

HARPETH RIDGE FIRE DEPARTMENT

1. Annual Service Fee from County to HRVFD for Fire & Rescue Service within the Harpeth Ridge Fire District

Period	Service Fee
July 1, 2025 – June 30, 2026	\$3,322.29
July 1, 2026 – June 30, 2027	\$3,421.95
July 1, 2027 – June 30, 2028	\$3,524.61
July 1, 2028 – June 30, 2029	\$3,630.35

The above represents a 3% Annual Increase

2. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

3. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

RESOLUTION: 13(E)

RESOLUTION TITLE: To Approve The Mayor's Signature On First Amendment Agreement To The Waste Transportation Agreement Between Cheatham County And Mr. Bult's Inc., An Illinois Corporation MBI

DATE: June 30, 2025

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

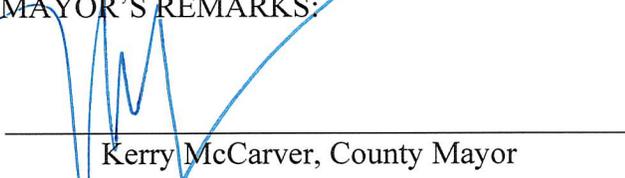
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the first amendment agreement to the waste transportation agreement between Cheatham County and Mr. Bult's Inc., an Illinois corporation MBI, is approved.

A copy of the agreement is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



Kerry McCarver, County Mayor

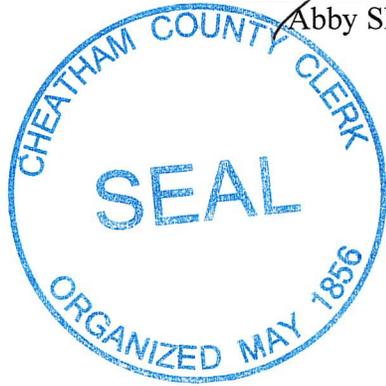
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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 3rd day of July 2025.

Abby Short

Abby Short, County Clerk



FIRST AMENDMENT TO THE WASTE TRANSPORTATION AGREEMENT

THIS FIRST AMENDMENT TO THE WASTE TRANSPORTATION AGREEMENT (this "Amendment") is made and entered into as of July 1, 2025 (the "Effective Date"), by and among CHEATHAM COUNTY, TENNESSEE ("COUNTY") and MR. BULT'S, INC., an Illinois corporation ("MBI"). COUNTY and MBI may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise.

RECITALS

WHEREAS, COUNTY and MPG TRANSPORTATION INC. were Parties to that certain WASTE TRANSPORTATION AGREEMENT entered into as of the 1st day of July 2022.

WHEREAS effective August 12, 2024 MBI purchased MPG TRANSPORTATION INC. and assumed the obligations of the WASTE TRANSPORTATION AGREEMENT.

WHEREAS, the Parties now wish to amend and extend the Agreement and adjust the rate therein on the terms and conditions provided herein.

AMENDMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Effective July 1, 2025, the rate per ton will be \$25.25 per ton.
2. Section 4.2 "Fuel Surcharge" shall be modified and replaced with the table listed in Exhibit A.
3. The Parties agree to extend the WASTE TRANSPORTATION AGREEMENT for two (2) years. The AGREEMENT shall expire June 30, 2027.
4. MBI shall have the right to adjust on the anniversary of the effective date the transportation rate by 100% of the annual increase of the CPI for Series Title: Garbage and trash collection in the U.S. city average, all urban consumers, not seasonally adjusted. Series ID: CUUR0000SEHG02,CUUS0000SEHG02 using the most recently available month at the time of the anniversary.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Average Fuel Price based on:			Destination	Bi County (Woodlawn)
EAI Padd 2 Midwest			Round Trip Miles	106
			Surcharge/Mile	Surcharge/Load
\$ 2.650	to	\$ 2.700	\$ (0.16)	\$ (16.96)
\$ 2.700	to	\$ 2.750	\$ (0.15)	\$ (15.90)
\$ 2.750	to	\$ 2.800	\$ (0.14)	\$ (14.84)
\$ 2.800	to	\$ 2.850	\$ (0.13)	\$ (13.78)
\$ 2.850	to	\$ 2.900	\$ (0.12)	\$ (12.72)
\$ 2.900	to	\$ 2.950	\$ (0.11)	\$ (11.66)
\$ 2.950	to	\$ 3.000	\$ (0.10)	\$ (10.60)
No fuel surcharge or credit between \$3.00 and \$4.50 per gallon				
\$ 4.500	to	\$ 4.550	\$ 0.20	\$ 21.20
\$ 4.550	to	\$ 4.600	\$ 0.21	\$ 22.26
\$ 4.600	to	\$ 4.650	\$ 0.22	\$ 23.32
\$ 4.650	to	\$ 4.700	\$ 0.23	\$ 24.38
\$ 4.700	to	\$ 4.750	\$ 0.24	\$ 25.44
\$ 4.750	to	\$ 4.800	\$ 0.25	\$ 26.50
\$ 4.800	to	\$ 4.850	\$ 0.26	\$ 27.56
\$ 4.850	to	\$ 4.900	\$ 0.27	\$ 28.62
\$ 4.900	to	\$ 4.950	\$ 0.28	\$ 29.68
\$ 4.950	to	\$ 5.000	\$ 0.29	\$ 30.74
\$ 5.000	to	\$ 5.050	\$ 0.30	\$ 31.80
Table continues above and below at same formula				

RESOLUTION: 13(F)
RESOLUTION TITLE: To Approve The Mayor's Signature On BIS Digital Contract For Audio-Video In Courtrooms
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

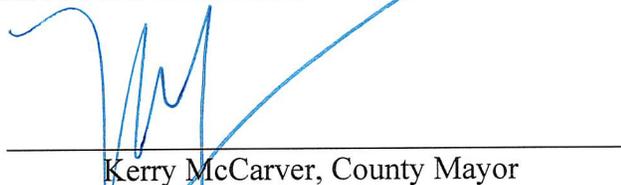
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on BIS Digital for Audio-Video in Courtrooms is approved.

A copy of the contract is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



Kerry McCarver, County Mayor

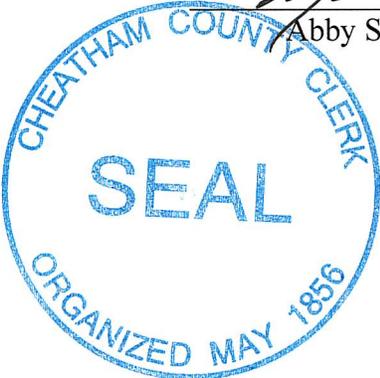
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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 3rd day of July 2025.



Abby Short, County Clerk





Cheatham County Circuit Court (TN) Audio-Video and DCR Systems

February 24, 2025

Jury Courtroom - Q-8027136 -	\$78,446.34
Non-Jury Courtroom - Q-8027137 -	\$71,541.50
Jury Room - Q-8027246 -	\$4,655.08
Maintenance and Support - Q-8027262	\$19,411.80

Scope of Work:

BIS will install, configure, and make operable the following AV equipment listed above in an automated AV presentation system integration product and services solution to work within the Cheatham County Circuit Courts (TN).

Jury Courtroom - Q-8027136:

The Dante audio and AV over IP electronic configurations in the large Courtroom consists of products and services installed as follows to work with virtual participants via Zoom – MS Teams – or other.

Install five (5) programmable 18” gooseneck mute microphones at the one (1) Judge, one (1) witness, two (2) attorney stations, one (1) at the Podium, one (1) boundary mic will be installed at the Judge bench and (1) at the Jury rail. All mics will be wired to the AV Cabinet in the room with 22awg wire.

BIS will integrate one QSC Digital Sound Processor (DSP) with Room Control to provide two-way electronic audio communications in the room or out of the room. BIS will connect eight (8) in-ceiling speakers within the room; 2 speakers over the courtroom well area, 2 speakers over the Judge area, 2 speakers at Jury area, and 2 speakers gallery area. The 16AWG speaker wire connected to the new QSC 4 channel amplifier to drive the room’s audio.

QSC DSP Room control shall be installed on PCs or Touchscreens in the room located at the judge bench, clerk or other. Room Control shall be used for control of the IP Command Controllable AV equipment in the room. Such as control program content, turn the equipment on/off, volumes up /down, IP PTZ Camera controls, QSC DSP and Amplification Audio Control and other such controls needed for the room. There is not a dedicated touch screen or iPad for the room.

(2) IP fixed cameras shall be installed and mounted on the ceiling. One (1) shall be viewing the Judge & Witness and one (1) shall be viewing the two Attorney tables and the Podium. These IP Cameras shall push the content to the Wolfvision IP Decoder and viewed by all parties outside of the courtroom via Video Conference systems.



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Email: info@bisdigital.com
Web: www.bisdigital.com



One Wolfvision CYNAP Pro with one Doc Camera shall be installed as hardwired presentation technology with control of the in-room presentation viewing content. CYNAP Pro (with Matrix VLAN Software and four (4) Cynap receivers) and The QSC Room control will be used to control viewing on two (2) 65" Samsung HD LED monitor screens in the room and to be used with preview and publish features for the Judge. The Judge will be able to view and control (preview & publish) on one 24" fold-flat touchscreen located at the Judge Bench., and (1) 15" Touchscreen monitor at the Witness Stand. The presentation system shall have a two Extron HDMI encoder/decoder that will send audio / video content (programming) through the video system. The two HDMI input locations for in-room presentation content which features one HDMI input at each attorney tables. The connections will feed into the Wolfvision CYNAP Pro for video distribution throughout the courtroom onto one (1) 24" Touchscreens, one (1) 15" Touchscreen, and the two (2) Samsung 65" HD 4K Commercial LED Screens with two full motion wall mounts.

The courtroom will receive one new DCR Court Recording Software to capture the record with DCR 4 ch audio / 3 ch video recording solution along with DCR Screen Capture and Post Recording Manager which will give the ability to have hybrid court hearings using ZOOM on the DCR PC. The DCR PC will be provided by BIS and placed at the Clerk's station. DCR using Dante Audio Sound Card and Nic Gig will record the audio from the AV contractor provided system, the audio from the presentation, and the Zoom audio.

In the Rack room areas, one 12U metal AV equipment rack will house the AV electronic equipment with a new Power Distribution & conditioning system in the racks. BIS will use other AV equipment, such as POE network switch, transmitters and receivers, HDMI IP Video Encoders, HDMI Distribution amplifiers, HDMI cables, CAT6 patch cables, Speaker cables, Microphone cables, and other installation supplies to make operable within the room.

Non-Jury Courtroom - Q-8027137

The Dante audio and AV over IP electronic configurations in the large Courtroom consists of products and services installed as follows to work with virtual participants via Zoom – MS Teams – or other.

Install five (5) programmable 18" gooseneck mute microphones at the one (1) Judge, one (1) witness, two (2) attorney stations, one (1) at the Podium, and one (1) boundary mic will be installed at the Judge bench. All mics will be wired to the AV Cabinet in the room with 22awg wire.

BIS will integrate one QSC Digital Sound Processor (DSP) with Room Control to provide two-way electronic audio communications in the room or out of the room. BIS will connect eight (8) in-ceiling speakers within the room; 2 speakers over the courtroom well area, 2 speakers over the



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Judge area, 2 speakers at Jury area, and 2 speakers gallery area. The 16AWG speaker wire connected to the new QSC 4 channel amplifier to drive the room's audio.

QSC DSP Room control shall be installed on PCs or Touchscreens in the room located at the judge bench, clerk or other. Room Control shall be used for control of the IP Command Controllable AV equipment in the room. Such as control program content, turn the equipment on/off, volumes up /down, IP PTZ Camera controls, QSC DSP and Amplification Audio Control and other such controls needed for the room. There is not a dedicated touch screen or iPad for the room.

(2) IP fixed cameras shall be installed and mounted on the ceiling. One (1) shall be viewing the Judge & Witness and one (1) shall be viewing the two Attorney tables and the Podium. These IP Cameras shall push the content to the Wolfvision IP Decoder and viewed by all parties outside of the courtroom via Video Conference systems.

One Wolfvision CYNAP Pro with one Doc Camera shall be installed as hardwired presentation technology with control of the in-room presentation viewing content. CYNAP Pro (with Matrix VLAN Software and three (3)Cynap receivers) and The QSC Room control will be used to control viewing on one (1) 65" Samsung HD LED monitor screens in the room and to be used with preview and publish features for the Judge. The Judge will be able to view and control (preview & publish) on one 24" fold-flat touchscreen located at the Judge Bench., and (1) 15" Touchscreen monitor at the Witness Stand. The presentation system shall have a two Extron HDMI encoder/decoder that will send audio / video content (programming) through the video system. The two HDMI input locations for in-room presentation content which features one HDMI input at each attorney tables. The connections will feed into the Wolfvision CYNAP Pro for video distribution throughout the courtroom onto one (1) 24" Touchscreens, one (1) 15" Touchscreen, and the one (1) Samsung 65" HD 4K Commercial LED Screens with two full motion wall mounts.

The courtroom will receive one new DCR Court Recording Software to capture the record with DCR 4 ch audio / 3 ch video recording solution along with DCR Screen Capture and Post Recording Manager which will give the ability to have hybrid court hearings using ZOOM on the DCR PC. The DCR PC will be provided by BIS and placed at the Clerk's station. DCR using Dante Audio Sound Card and Nic Gig will record the audio from the AV contractor provided system, the audio from the presentation, and the Zoom audio.

In the Rack room areas, one 12U metal AV equipment rack will house the AV electronic equipment with a new Power Distribution & conditioning system in the racks. BIS will use other AV equipment, such as POE network switch, transmitters and receivers, HDMI IP Video Encoders, HDMI Distribution amplifiers, HDMI cables, CAT6 patch cables, Speaker cables, Microphone cables, and other installation supplies to make operable within the room. Jury



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Room - Q-8027246

In the Jury Room shall have (1) 55" LED Display on (1) full motion mount on the wall plus one (1) HDMI wall plate and cables to make operational.

There is a separate quote for Maintenance; Q-8027262 for onsite support maintenance agreement. Please refer to our AV system workflow line drawings for details.

Installations will take approximately 5 business days per courtroom with four (4) BIS Technicians. This proposal is all inclusive of products, services, shipping, installations, configurations and programming, and training to make operational. The BIS onsite support maintenance agreement for these proposals and the DCR recording software proposal quote is on Q-8027262. The maintenance service / support along with warranties is not included in this proposal.

Equipment Supply - BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order(s)." BIS Digital reserves the right to bill equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation - The customer-provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections - BIS technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

Proposal Quote- Q-8027136, Q-8027137, Q-8027246, Q-8027397 & Q-8027262



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Boca Raton, FL 33487



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Accepted By

Full Name (Print):

Title:

Signature:

Date:



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Boca Raton, FL 33487



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Bill of Materials

Account Name:
Cheatham County Circuit Court (TN)

Quote Name:
I- FEB 2025 - Audio-Video System- Jury Courtroom- Cheatham County (TN)

Quote Number: Q-8027136 **Quote Amount:** \$78,446.34 **Date:** 2/21/25 **Quote Expiration Date:** 8/21/25

Account Rep: Jody Holland **Account Rep Email:** jody.holland@bisdigital.com **Account Rep Phone:** (800) 834-7674 x4551

Item	Product Code	Qty	Unit Price	Total Price
DCR 4ch Digital A/V Recording Software (incl. 12 month SAS)	DCR-4S	1.00	\$3,100.00	\$3,100.00
2nd Video Channel for DCR Products	DCR-AOV-2	1.00	\$375.00	\$375.00
3rd Video Channel for DCR Products	DCR-AOV-3	1.00	\$375.00	\$375.00
DCR Screen Capture License	BIS-DCR-SCL	1.00	\$700.00	\$700.00
DCR Post Recording Manager (Does NOT Include Database Integration)	DCR-PRM	1.00	\$0.00	\$0.00
DANTE Virtual Sound Card (up to 64ch) Transferrable	BIS-DANTE-V64-T	1.00	\$150.00	\$150.00
Spec 2 - Micro Form Factor PC (Needs Monitor)	BIS-SPEC2-I7PC-32G-512-PC2	1.00	\$2,200.00	\$2,200.00
18" Gooseneck Microphone (Series 2)	BIS-MIC-GN18-S2	5.00	\$425.00	\$2,125.00
Gooseneck Desk Stand w/Programmable Mute Switch (Series 2)	BIS-M-GN-LPS-S2	5.00	\$225.00	\$1,125.00
Cardioid Boundary Microphone with Programmable Mute and LED J Series	BIS-JTS-BM-C-M	2.00	\$225.00	\$450.00
BIS Boundary Effect Mic Stand	BIS-MS-BE	1.00	\$43.00	\$43.00
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	2.00	\$63.00	\$126.00
Commercial Grade DSP 24 Flex Analog I/O with AEC USB/POTS/VoIP - Includes: 32x32 Dante Teams Scripting Engine UCI Deployment	BIS-QSC-110F-V2-DAN-32IO-T-SE-UCI	1.00	\$5,830.00	\$5,830.00



Item	Product Code	Qty	Unit Price	Total Price
100W 4Ch Rackmount Amplifier 0.5U	BIS-QSC-SPA4-100	1.00	\$1,270.00	\$1,270.00
6" Ceiling Speaker (pair)	SPKR-CS-6	4.00	\$235.00	\$940.00
Medium Area Infrared System	BIS-ALS-7518P	1.00	\$2,450.00	\$2,450.00
PoE 4K HDMI IP Video Encoder (Single Channel)	BIS-IP-VE-HDMI-MW-POE	2.00	\$805.00	\$1,610.00
Annotation Presentation System Receiver (Series 2)	BIS-CYNAP-REC	4.00	\$1,116.00	\$4,464.00
Annotation Presentation System w/Wireless Link and 365 Office License Pro HDMI Only	BIS-CYNAP-PRO-A	1.00	\$8,000.00	\$8,000.00
Digital Document Camera (Gen.6)	BIS-DDC-GEN6	1.00	\$4,750.00	\$4,750.00
Matrix Feature Pack for BIS-CYNAP	BIS-CYNAP-MFP	1.00	\$3,625.00	\$3,625.00
PoE 4K IP Video Decoder w/ 8-Stream Multiview and Audio Out	BIS-VC-IP-VDMV-POE-4K	1.00	\$1,175.00	\$1,175.00
30-port Network Switch 26x 1GB 24x PoE+ (480w)	BIS-NS-M4250-GSM4230PX	1.00	\$2,890.00	\$2,890.00
65" Display 4K (Series 2)	BIS-D-4K-65-S2	2.00	\$1,150.00	\$2,300.00
Full Motion Wall Mount for Flat Panel Series 2 (60"-100")	BIS-TVM-FM60/100-S2	2.00	\$350.00	\$700.00
24" Monitor for PC Height Adjustable w/ Speakers HDMI DP VGA	BIS-24-MON-PC-T	1.00	\$415.00	\$415.00
24" Touch Display FHD 10-Point Touch VESA Compatible	BIS-TD-HD-24	1.00	\$525.00	\$525.00
15" Touch Screen Monitor	BIS-TCH-SCR-15IN-MON-HDMI	1.00	\$390.00	\$390.00
IP Camera Fixed Dome 1080p (Series 5)	BIS-VC-IP-FD-S5	2.00	\$915.00	\$1,830.00
USB-C to 4x USB 3.0	BIS-USBC-USB-HUB	1.00	\$67.00	\$67.00
4K/60 HDMI DTP Transmitter (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-TX	2.00	\$750.00	\$1,500.00
4K/60 HDMI DTP Receiver (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-RX	2.00	\$750.00	\$1,500.00
HDMI 4K to USB Video Capture Device (Series 3)	BIS-USB-4K-VCD-S3	1.00	\$750.00	\$750.00
DANTE USB I/O Adapter (2ch)	BIS-USB-DANTE-2CHIO	1.00	\$290.00	\$290.00
1x XLR Wall Plate Stainless Steel	BIS-XLR-WP1	3.00	\$25.00	\$75.00
Dual CAT6 Wall Plate with Mounting Bracket (White) 5 Pack	BIS-WP-CAT6-2-W-5PK	1.00	\$53.00	\$53.00
DisplayPort Cable (6ft)	BIS-DP-6FT-MM	5.00	\$18.00	\$90.00
HDMI Cable (6ft)	BIS-HDMI-6FT-MM	12.00	\$21.00	\$252.00
HDMI Cable (3ft)	BIS-HDMI-3FT-MM	12.00	\$15.00	\$180.00
CAT6A Patch Cable Shielded (3ft)	BIS-CAT6A-STP-03-BLK	4.00	\$15.50	\$62.00
CAT6A Cable Shielded Black 500'	BIS-W-CAT6A-SHB-500	3.00	\$600.00	\$1,800.00
CAT6A Patch Cable Shielded (6ft)	BIS-CAT6A-STP-06-BLK	4.00	\$22.50	\$90.00
Microphone Wire 22AWG (Plenum) - 1000ft Roll	BIS-W-MP-22AWG	1.00	\$249.00	\$249.00



Item	Product Code	Qty	Unit Price	Total Price
Speaker Wire 16AWG (Plenum) - 1000ft Roll	BIS-W-SPKR-16AWG	1.00	\$435.00	\$435.00
Floor Cord Cover (10ft) Series 3	BIS-FCC-12-S3	10.00	\$40.00	\$400.00
1U Rack Shelf 15" Depth	BIS-RSLF-1S2	3.00	\$129.00	\$387.00
12U Rack Open Frame 20" Depth	BIS-RK-OF-12U-20D	1.00	\$640.00	\$640.00
Shipping/Handling	S/H	1.00	\$3,820.46	\$3,820.46
Installation Supplies	BIS-INST-SUP	1.00	\$789.14	\$789.14
On-site Setup Installation and Training (per system)	SIT	1.00	\$19,800.00	\$19,800.00
% DISCOUNT	PCT-DISCOUNT			-\$8,716.26

Subtotal: \$87,162.60
Discounts: -\$8,716.26
Total (Before Tax): \$78,446.34



Terms and Conditions

Effective Period	This Quote (Q-8027136) is valid through August 21, 2025
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.



Quote (Q-8027136) Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Processing?:

YES NO

Purchase Order Number:



Bill of Materials

Account Name:
Cheatham County Circuit Court (TN)

Quote Name:
I- FEB 2025 - Audio-Video System- Non-Jury Courtroom- Cheatham County (TN)

Quote Number: Q-8027137 **Quote Amount:** \$71,541.50 **Date:** 2/21/25 **Quote Expiration Date:** 8/21/25

Account Rep: Jody Holland **Account Rep Email:** jody.holland@bisdigital.com **Account Rep Phone:** (800) 834-7674 x4551

Item	Product Code	Qty	Unit Price	Total Price
DCR 4ch Digital A/V Recording Software (incl. 12 month SAS)	DCR-4S	1.00	\$3,100.00	\$3,100.00
2nd Video Channel for DCR Products	DCR-AOV-2	1.00	\$375.00	\$375.00
3rd Video Channel for DCR Products	DCR-AOV-3	1.00	\$375.00	\$375.00
DCR Screen Capture License	BIS-DCR-SCL	1.00	\$700.00	\$700.00
DCR Post Recording Manager (Does NOT Include Database Integration)	DCR-PRM	1.00	\$0.00	\$0.00
18" Gooseneck Microphone (Series 2)	BIS-MIC-GN18-S2	5.00	\$425.00	\$2,125.00
Gooseneck Desk Stand w/Programmable Mute Switch (Series 2)	BIS-M-GN-LPS-S2	5.00	\$225.00	\$1,125.00
Cardioid Boundary Microphone with Programmable Mute and LED J Series	BIS-JTS-BM-C-M	1.00	\$225.00	\$225.00
DANTE Virtual Sound Card (up to 64ch) Transferrable	BIS-DANTE-V64-T	1.00	\$150.00	\$150.00
USB Gigabit NIC (10/100/1000) Commercial Grade DSP 24 Flex Analog I/O with AEC USB/POTS/VoIP - Includes: 32x32 Dante Teams Scripting Engine UCI Deployment	BIS-NIC-GB	2.00	\$63.00	\$126.00
100W 4Ch Rackmount Amplifier 0.5U	BIS-QSC-110F-V2-DAN-32IO-T-SE-UCI	1.00	\$5,830.00	\$5,830.00
6" Ceiling Speaker (pair)	BIS-QSC-SPA4-100	1.00	\$1,270.00	\$1,270.00
Medium Area Infrared System	SPKR-CS-6	4.00	\$235.00	\$940.00
	BIS-ALS-7518P	1.00	\$2,450.00	\$2,450.00



Item	Product Code	Qty	Unit Price	Total Price
Spec 2 - Micro Form Factor PC (Needs Monitor)	BIS-SPEC2-I7PC-32G-512-PC2	1.00	\$2,200.00	\$2,200.00
Annotation Presentation System w/Wireless Link and 365 Office License Pro HDMI Only	BIS-CYNAP-PRO-A	1.00	\$8,000.00	\$8,000.00
Annotation Presentation System Receiver (Series 2)	BIS-CYNAP-REC	3.00	\$1,116.00	\$3,348.00
Matrix Feature Pack for BIS-CYNAP	BIS-CYNAP-MFP	1.00	\$3,625.00	\$3,625.00
PoE 4K IP Video Decoder w/ 8-Stream Multiview and Audio Out	BIS-VC-IP-VDMV-POE-4K	1.00	\$1,175.00	\$1,175.00
PoE 4K HDMI IP Video Encoder (Single Channel)	BIS-IP-VE-HDMI-MW-POE	2.00	\$805.00	\$1,610.00
30-port Network Switch 26x 1GB 24x PoE+ (480w)	BIS-NS-M4250-GSM4230PX	1.00	\$2,890.00	\$2,890.00
65" Display 4K (Series 2)	BIS-D-4K-65-S2	1.00	\$1,150.00	\$1,150.00
Full Motion Wall Mount for Flat Panel Series 2 (60"-100")	BIS-TVM-FM60/100-S2	1.00	\$350.00	\$350.00
24" Monitor for PC Height Adjustable w/ Speakers HDMI DP VGA	BIS-24-MON-PC-T	1.00	\$415.00	\$415.00
15" Touch Screen Monitor	BIS-TCH-SCR-15IN-MON-HDMI	1.00	\$390.00	\$390.00
24" Touch Display FHD 10-Point Touch VESA Compatible	BIS-TD-HD-24	1.00	\$525.00	\$525.00
IP Camera Fixed Dome 1080p (Series 5)	BIS-VC-IP-FD-S5	2.00	\$915.00	\$1,830.00
4K/60 HDMI DTP Receiver (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-RX	2.00	\$750.00	\$1,500.00
HDMI 4K to USB Video Capture Device (Series 3)	BIS-USB-4K-VCD-S3	1.00	\$750.00	\$750.00
USB-C to 4x USB 3.0	BIS-USBC-USB-HUB	1.00	\$67.00	\$67.00
4K/60 HDMI DTP Transmitter (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-TX	2.00	\$750.00	\$1,500.00
1x XLR Wall Plate Stainless Steel	BIS-XLR-WP1	3.00	\$25.00	\$75.00
DANTE USB I/O Adapter (2ch)	BIS-USB-DANTE-2CHIO	1.00	\$290.00	\$290.00
Forward Horizontal Lacer Bar (4 Pack)	BIS-FHLB	1.00	\$113.00	\$113.00
Dual CAT6 Wall Plate with Mounting Bracket (White) 5 Pack	BIS-WP-CAT6-2-W-5PK	1.00	\$53.00	\$53.00
CAT6A Patch Cable Shielded (3ft)	BIS-CAT6A-STP-03-BLK	4.00	\$15.50	\$62.00
DisplayPort Cable (6ft)	BIS-DP-6FT-MM	5.00	\$18.00	\$90.00
CAT6A Patch Cable Shielded (6ft)	BIS-CAT6A-STP-06-BLK	4.00	\$22.50	\$90.00
HDMI Cable (3ft)	BIS-HDMI-3FT-MM	12.00	\$15.00	\$180.00
HDMI Cable (6ft)	BIS-HDMI-6FT-MM	12.00	\$21.00	\$252.00
Microphone Wire 22AWG (Plenum) - 1000ft Roll	BIS-W-MP-22AWG	1.00	\$249.00	\$249.00
CAT6A Cable Shielded Black 500'	BIS-W-CAT6A-SHB-500	3.00	\$600.00	\$1,800.00
Speaker Wire 16AWG (Plenum) - 1000ft Roll	BIS-W-SPKR-16AWG	1.00	\$435.00	\$435.00



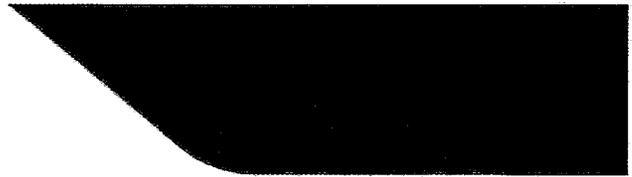
Item	Product Code	Qty	Unit Price	Total Price
Floor Cord Cover (10ft) Series 3	BIS-FCC-12-S3	10.00	\$40.00	\$400.00
1U Rack Shelf 15" Depth	BIS-RSLF-1S2	3.00	\$129.00	\$387.00
Power Distribution System (Series 2)	BIS-PWR-DIST-S2	1.00	\$450.00	\$450.00
12U Rack Open Frame 20" Depth	BIS-RK-OF-12U-20D	1.00	\$640.00	\$640.00
Shipping/Handling	S/H	1.00	\$3,325.49	\$3,325.49
Installation Supplies	BIS-INST-SUP	1.00	\$683.07	\$683.07
On-site Setup Installation and Training (per system)	SIT	1.00	\$19,800.00	\$19,800.00
% DISCOUNT	PCT-DISCOUNT			-\$7,949.06

Subtotal: \$79,490.56
Discounts: - \$7,949.06
Total (Before Tax): \$71,541.50



Terms and Conditions

Effective Period	This Quote (Q-8027137) is valid through August 21, 2025
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.



Quote (Q-8027137) Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Processing?:

YES NO

Purchase Order Number:



Bill of Materials

Account Name:
Cheatham County Circuit Court (TN)

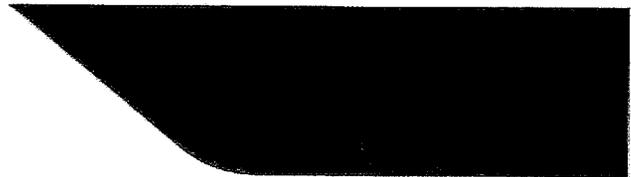
Quote Name:
I- FEB 2025 - Audio-Video System- Jury Room- Cheatham County (TN)

Quote Number: Q-8027246 **Quote Amount:** \$4,655.08 **Date:** 2/21/25 **Quote Expiration Date:** 8/21/25

Account Rep: Jody Holland **Account Rep Email:** jody.holland@bisdigital.com **Account Rep Phone:** (800) 834-7674 x4551

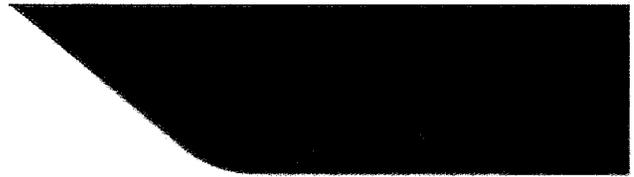
Item	Product Code	Qty	Unit Price	Total Price
55" Display 4K (Series 2)	BIS-D-4K-55-S2	1.00	\$850.00	\$850.00
Single Gang HDMI Input Wall Plate White	BIS-WP-HDMI-SG-W	1.00	\$47.00	\$47.00
HDMI Cable (6ft)	BIS-HDMI-6FT-MM	1.00	\$21.00	\$21.00
55" Full Motion Slim Wall Mount 77lbs Max	BIS-SFN-WMT-FM-55	1.00	\$215.00	\$215.00
On-site Setup Installation and Training (per system)	SIT	1.00	\$3,960.00	\$3,960.00
Shipping/Handling	S/H	1.00	\$79.31	\$79.31
% DISCOUNT	PCT-DISCOUNT			-\$517.23

Subtotal: \$5,172.31
Discounts: - \$517.23
Total (Before Tax): \$4,655.08



Terms and Conditions

Effective Period	This Quote (Q-8027246) is valid through August 21, 2025
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.



Quote (Q-8027246) Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information

Full Name (Print):

Phone Number:

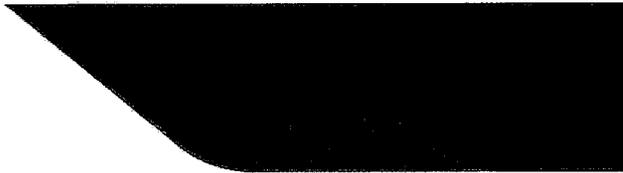
Email Address:

Fax Number:

Purchase Order Required for Processing?:

Purchase Order Number:

YES NO



Bill of Materials

Account Name:
Cheatham County Circuit Court (TN)

Quote Name:
I- FEB 2025 - Audio-Video System- Maintenance - Cheatham County (TN)

Quote Number: Q-8027262 **Quote Amount:** \$19,411.80 **Date:** 2/21/25 **Quote Expiration Date:** 5/27/25

Account Rep: Jody Holland **Account Rep Email:** jody.holland@bisdigital.com **Account Rep Phone:** (800) 834-7674 x4551

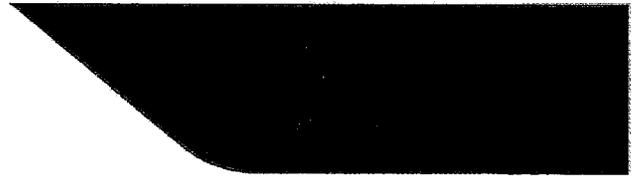
Item	Product Code	Qty	Unit Price	Total Price
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	\$9,248.10	\$9,248.10
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	\$694.95	\$694.95
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	\$9,468.75	\$9,468.75

Total (Before Tax): \$19,411.80



Terms and Conditions

Effective Period	This Quote (Q-8027262) is valid through May 27, 2025
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.



Quote (Q-8027262) Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Processing?:

Purchase Order Number:

YES NO

RESOLUTION: 13(G)
RESOLUTION TITLE: To Approve The Mayor's Signature On Lease Agreement Between Cheatham County And Kingston Springs Church Of Christ
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

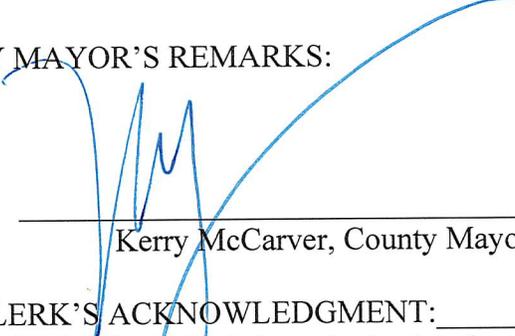
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the lease agreement between Cheatham County and Kingston Springs Church of Christ is approved.

A copy of the agreement is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



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 3rd day of July 2025.



Abby Short, County Clerk



Agreement

This Agreement is made the ___ day of June 2025 by and between Cheatham County, Tennessee ("County") and Kingston Springs Church of Christ ("KSCOC").

Whereas KSCOC is the owner of certain real property known 350 North Main Street, Kingston Springs, Tennessee ("Church Property"); and

Whereas the County leases certain real property located at 358 North Main Street, Kingston Springs, Tennessee and operates such property as a County library ("Library"); and

Whereas the Library does not have dedicated parking; and

Whereas KSCOC is willing to allow County to use the parking areas on the Church Property for employees and patrons of the Library under the terms and conditions set forth herein.

1. **License.** KSCOC hereby grants to County a nonexclusive license to use the parking areas at the Church Property to provide parking for the Library during the Library's normal business hours.
2. **Term.** The term of this Agreement shall be ten (10) years commencing on July 1, 2025 and continuing until June 30, 2035. The County shall have the right to renew this Agreement for an additional ten (10) year period upon notice to KSCOC and mutual agreement on a reasonable rental payment for such renewal term.
3. **Rent.** County shall pay KSCOC thirty-three thousand (\$33,000.00) dollars in rent for the full ten (10) year term of this Agreement. Such amount shall be payable in advance and due upon execution of this Agreement.
4. **Repairs.** Within a reasonable time following the execution of this Agreement and the County's payment of rent, KSCOC shall cause the parking areas of the Church Property to be repaired with such repairs consisting of milling, resurfacing with binder replacement (where needed), striped and sealed. The parties shall work together in good faith to schedule the repair work so as to not disrupt their respective operations.

5. **Insurance.** Each party shall maintain its usual liability insurance coverage for any claims that may arise in connection with their respective uses of the Property.
6. **Maintenance.** During the term of this Agreement, the CKSCOC shall solely responsible for maintaining the parking areas of the Church Property except the County shall be responsible for any damage caused by its negligent acts or omissions in accordance with applicable law. Neither party shall allow the accumulation of trash or debris in the parking areas of the Church Property.
7. **Assignment/Transfer.** This Agreement and the rights granted by this Agreement shall not be assigned or transfer to any other party except by the mutual agreement of the parties.
8. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.
9. **Authorization and Approval.** The parties represent and warrant that this Agreement has been duly authorized by their respective governing bodies. In the case of the County, such authorization means approval by the Cheatham County Commission and this Agreement shall not be effective unless and until such approval has been obtained.

CHEATHAM COUNTY

KINGSTON SPRINGS CHURCH OF CHRIST

Title: County Mayor

Title: _____

RESOLUTION: 13(H)
RESOLUTION TITLE: To Approve The Mayor's Signature On Contract Between Cheatham County And Rufus Johnson Associates For Sycamore Square Renovations
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

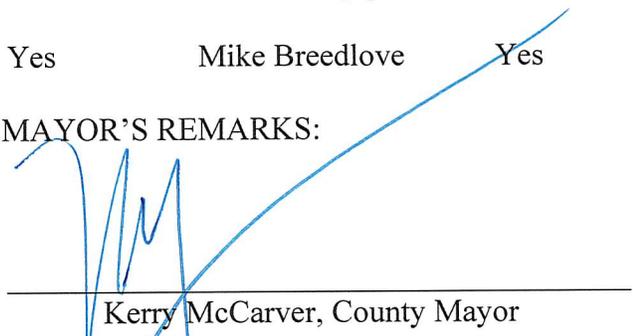
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the contract between Cheatham County and Rufus Johnson Associates for Sycamore Square renovations is approved.

A copy of the contract is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



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 3rd day of July 2025.


Abby Short, County Clerk



DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 13 » day of « June » in the year « 2025 »
(In words, indicate day, month and year.)

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

« Cheatham County, Tennessee » « »
« 350 Frey Street »
« Ashland City, TN 37015 »
« Telephone Number 615-792-4316 »

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

« Rufus Johnson Associates » « »
« 1740 Memorial Drive, Suite 2 »
« Clarksville, TN 37043 »
« Telephone Number 931-647-6301 »

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

« Cheatham County Sycamore Square Improvements »
« 350 Frey Street »
« Ashland City, TN 37015 »

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.

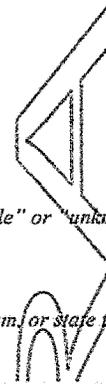
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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



ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

« Provide renovations to the facility for use by Cheatham County Departments. Spaces impacted include the Veterans Service Office, the County Clerk Office and the Register of Deeds Office This project consists of selective interior demolition and repurposing out of existing spaces inside the existing structure. Work will include drywall on stud partitions, acoustical tile ceilings and interior finishes. The mechanical and electrical systems will be modified as necessary to support the renovated spaces.. No exterior work is anticipated. »

§ 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.)

« »

§ 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.)

« TBD »



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

.1 Design phase milestone dates, if any:

« TBD »

.2 Construction commencement date:

« TBD »

.3 Substantial Completion date or dates:

« TBD »

.4 Other milestone dates:

« TBD »

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

« TBD »

§ 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.)

« Kerry R. McCarver, Mayor »

« 350 Frey Street »

« Ashland City, TN 37015 »

« 615-792-4316 »

« »

« »

§ 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.)

« TBD »

§ 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.)

« Rufus S. Johnson, III »
« 1740 Memorial Drive, Suite 2 »
« Clarksville, TN 37043 »
« Telephone No. 931-647-6301 »
« »
« »

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«»« »
« »
« »
« »
« »

.2 Mechanical Engineer:

« Entsch Engineering, Inc. » « »
« 2948 Sidco Dr »
« Nashville, TN 37204 »
« »
« »

.3 Electrical Engineer:

« Entsch Engineering, Inc. » « »
« 2948 Sidco Dr »
« 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 « one hundred thousand dollars » (\$ « 100,000.00 ») each accident, « one hundred thousand dollars » (\$ « 100,000.00 ») each employee, and « five hundred thousand dollars » (\$ « 500,000.00 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « one million dollars » (\$ « 1,000,000.00 ») per claim and « two million dollars » (\$ « 2,000,000.00 ») in the aggregate.

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	NP = Not provided
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 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
§ 4.1.1.11 Value analysis	NP
§ 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	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 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 « One per month » (« ») visits to the site by the Architect during construction
- .3 « Two » (« 2 ») 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 « Two » (« 2 ») inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») 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.

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

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

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

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

§ 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 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 1.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

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

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

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

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

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[« X »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

« To be equal to the value of the phase of work completed. If termination occurs between phase milestones, the Architect (and its consultants) shall be compensated for the portion of work completed within that phase, based on their hourly rates. Compensation shall not exceed the values identified in Article 11, and specifically the applicable phase values listed in Article 11.5, where applicable. Reasonable time incurred to determine this cost and to close out the project shall be included within the total Termination Fee.»

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

« « If the Owner intends to continue using the Architect's Instruments of Service following termination, the Owner shall: (a) assume all responsibility for interpretation and use of the work completed to date, including any partially or fully developed Contract Documents; (b) provide a

written Release of Responsibility to the Architect and its consultants; and (c) reimburse the Architect for any additional insurance premium(s) incurred as a result of the continued use of the Instruments of Service without the Architect's involvement in subsequent phases. The Release of Responsibility shall expressly waive any and all claims against the Architect and its consultants arising from or related to such continued use, including but not limited to construction observation, coordination, or supervision.»

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This article is only applicable to the

extent allowed by the Tennessee Open Records Act, TENNESSEE CODE ANNOTATED, TITLE 10. PUBLIC LIBRARIES, ARCHIVES, AND RECORDS CHAPTER 7. PUBLIC RECORDS PART 5. MISCELLANEOUS.

§ 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)

« »

.2 Percentage Basis
(Insert percentage value)

« Nine point seven » (« 9.7 ») % 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.)

« In-house services shall be billed according to rate given below in Section 11.7 and outside services shall be billed at a multiple of one point twenty (1.20), times the amount billed to the Architect for such services. Additional Services shall be preapproved in writing prior to Architect proceeding with work. »

§ 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 « twenty » percent (« 20 »%) 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:

Schematic Design Phase	« Fifteen »	percent (« 15 »	%)
------------------------	-------------	-----------	--------	----

Design Development Phase	« Twenty-five »	percent (« 25 »	%)
Construction Documents Phase	« Thirty-five »	percent (« 35 »	%)
Procurement Phase	« Five »	percent (« 5 »	%)
Construction Phase	« Twenty »	percent (« 20 »	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

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

« »

Employee or Category	Rate (\$0.00)
Firm President / Vice President - Architect	\$250
Sr. Architect / Sr. Designer / Sr. Project Manager	\$225
Architect / Sr. Drafter / Project Manager	\$200
Interior Designer/ Asst. Project Manager	\$185
Graphics / Virtual Reality	\$165
Architectural Associate	\$100
Office / Clerical	\$225
Engineer	

§ 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 « Twenty » percent (« 20 » %) 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 ») 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 « Thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« 1.5 » % « monthly »

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

« NA »

.3 Exhibits:

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

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

« »

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

« »

.4 Other documents:

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

« »

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

OWNER *(Signature)*

« Kerry R. McCarver » « Mayor »
(Printed name and title)

ARCHITECT *(Signature)*

« Rufus S. Johnson, III » « President, TN #00021346 »
(Printed name, title, and license number, if required)

RESOLUTION: 13(I)
RESOLUTION TITLE: To Approve The Mayor's Signature On Contract With RT Builders For The Cheatham County Maintenance Building
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

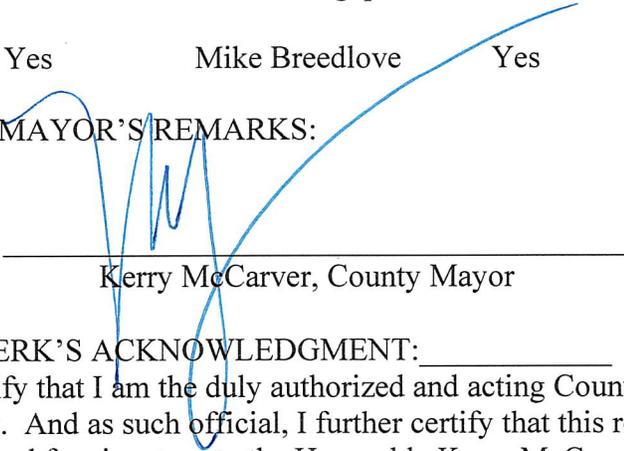
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the contract with RT Builders for the Cheatham County Maintenance building is approved.

A copy of the contract is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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

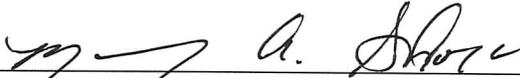
CHEATHAM COUNTY MAYOR'S REMARKS:


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 3rd day of July 2025.



Abby Short, County Clerk



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh day of June in the year Two Thousand Twenty-Five

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

BETWEEN the Owner:

(Name, legal status, address and other information)

Cheatham County Governement
The Honorable Mayor Kerry Mc
350 Frey Street
Ashland City, Tennessee 37015
615-792-4316

and the Contractor:

(Name, legal status, address and other information)

RT Builders
615-701-8010

for the following Project:

(Name, location and detailed description)

A New Maintenance Building for The Cheatham County Maintenance Department
Jail Alley
Ashland City , TN 37015

The Architect:

(Name, legal status, address and other information)

Joshua A. Wright Architect
8061 Highway 41a
Cedar Hill, TN 37032
9315391941

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.
- By the following date:

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User Notes:

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Seventy-Nine Thousand Twenty-Five Dollars and Zero Cents (\$ 779,025.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
5% Comprehensive Contingency	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per day.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the

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User Notes:

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month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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User Notes:

{6849c80fd12a962b95995bcb}

Not Applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage upon Substantial Completion.)*

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

5.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

Percentage of work co

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

The Honorable Mayor Kerry McCarver
James Rice, Maintenance Director
350 Frey Street
Ashland City, Tennessee 37015
615-792-4316
kerrymccarver@cheathamcountyttn.gov

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

RT
Josh Tucker
107 Ervin Drive
Carthage, Tennessee 3703
615-701-8010
jtucker@rtbuilderstn.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

.5 Drawings

Number	Title	Date
T1	Title Sheet	4.24.25
T2	Code Data	4.24.25
T3	ADA Details	4.24.25
T4	UL Details	4.24.25
LS1	Life Safety Plan	4.24.25
A1.1	Schematic Site Plan	4.24.25
A1.2	Flagpole Details	4.24.25
A2.1	Concrete Plan	4.24.25
A2.2	Floor Plan	4.24.25
A2.3	Not Used	4.24.25
A2.4	Ceiling Plan	4.24.25
A2.5	Furniture Plan	4.24.25
A2.6	Roof Plan	4.24.25
A3.1	Exterior Elevations	4.24.25
A4.1	Schedules	4.24.25
A4.2	Door Hardware	4.24.25
A4.3	Door Specifications	4.24.25
A5.1	Building Sections	4.24.25
A5.2	Insulation Spec	4.24.25
A6.1	Casework Details	4.24.25
A7.1	Canopy Details	4.24.25
A7.2	Dumpster Details	4.24.25
M1.0	Mech Floor Plan	4.24.25
M2.0	Mech Schedules	4.24.25
M3.0	Mech Specs	4.24.25
P1.0	Plumbing Plan	4.24.25
P2.0	Plumbing Schedules	4.24.25
P2.1	Plumbing Details	4.24.25
P3.0	Plumbing Specs	4.24.25
E0.0	Electrical Legends	4.24.25
E0.1	Electrical Specs	4.24.25
E1.1	Electrical Floor Plan	4.24.25
E2.1	Electrical Details	4.24.25
		4.24.25
		4.24.25
		4.24.25
		4.24.25

.6 Specifications

Section	Title	Date	Pages
Entire Project Manual		4.24.25	147

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	5.12.25	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 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 14:09:03 CDT on 06/11/2025.

Changes to original AIA text

PAGE 3

Item	Price
<u>5% Comprehensive Contingency</u>	

PAGE 7

- ~~4~~ Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

Number	Title	Date
<u>T1</u>	<u>Title Sheet</u>	<u>4.24.25</u>
<u>T2</u>	<u>Code Data</u>	<u>4.24.25</u>
<u>T3</u>	<u>ADA Details</u>	<u>4.24.25</u>
<u>T4</u>	<u>UL Details</u>	<u>4.24.25</u>
<u>LS1</u>	<u>Life Safety Plan</u>	<u>4.24.25</u>
<u>A1.1</u>	<u>Schematic Site Plan</u>	<u>4.24.25</u>
<u>A1.2</u>	<u>Flagpole Details</u>	<u>4.24.25</u>
<u>A2.1</u>	<u>Concrete Plan</u>	<u>4.24.25</u>
<u>A2.2</u>	<u>Floor Plan</u>	<u>4.24.25</u>
<u>A2.3</u>	<u>Not Used</u>	<u>4.24.25</u>
<u>A2.4</u>	<u>Ceiling Plan</u>	<u>4.24.25</u>
<u>A2.5</u>	<u>Furniture Plan</u>	<u>4.24.25</u>
<u>A2.6</u>	<u>Roof Plan</u>	<u>4.24.25</u>
<u>A3.1</u>	<u>Exterior Elevations</u>	<u>4.24.25</u>
<u>A4.1</u>	<u>Schedules</u>	<u>4.24.25</u>
<u>A4.2</u>	<u>Door Hardware</u>	<u>4.24.25</u>
<u>A4.3</u>	<u>Door Specifications</u>	<u>4.24.25</u>
<u>A5.1</u>	<u>Building Sections</u>	<u>4.24.25</u>
<u>A5.2</u>	<u>Insulation Spec</u>	<u>4.24.25</u>
<u>A6.1</u>	<u>Casework Details</u>	<u>4.24.25</u>
<u>A7.1</u>	<u>Canopy Details</u>	<u>4.24.25</u>
<u>A7.2</u>	<u>Dumpster Details</u>	<u>4.24.25</u>
<u>M1.0</u>	<u>Mech Floor Plan</u>	<u>4.24.25</u>
<u>M2.0</u>	<u>Mech Schedules</u>	<u>4.24.25</u>
<u>M3.0</u>	<u>Mech Specs</u>	<u>4.24.25</u>
<u>P1.0</u>	<u>Plumbing Plan</u>	<u>4.24.25</u>
<u>P2.0</u>	<u>Plumbing Schedules</u>	<u>4.24.25</u>
<u>P2.1</u>	<u>Plumbing Details</u>	<u>4.24.25</u>
<u>P3.0</u>	<u>Plumbing Specs</u>	<u>4.24.25</u>
<u>E0.0</u>	<u>Electrical Legends</u>	<u>4.24.25</u>
<u>E0.1</u>	<u>Electrical Specs</u>	<u>4.24.25</u>

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User Notes:

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<u>E1.1</u>	<u>Electrical Floor Plan</u>	<u>4.24.25</u>
<u>E2.1</u>	<u>Electrical Details</u>	<u>4.24.25</u>
		<u>4.24.25</u>
		<u>4.24.25</u>
		<u>4.24.25</u>

PAGE 8

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Entire Project Manual</u>		<u>4.24.25</u>	<u>147</u>
<u>Number</u>	<u>Date</u>	<u>Pages</u>	
<u>Addendum #1</u>	<u>5.12.25</u>	<u>3</u>	

Variable Information

PAGE 1

AGREEMENT made as of the Eleventh day of June in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

Cheatham County Government
The Honorable Mayor Kerry Mc

350 Frey Street
Ashland City, Tennessee 37015

615-792-4316

RT Builders

615-701-8010

A New Maintenance Building for The Cheatham County Maintenance Department

Jail Alley
Ashland City, TN 37015

Joshua A. Wright Architect

8061 Highway 41a
Cedar Hill, TN 37032

9315391941

PAGE 2

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User Notes:

(6849c80fd12a962b95995bcb)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.
- By the following date:

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Seventy-Nine Thousand Twenty-Five Dollars and Zero Cents (\$ 779,025.00), subject to additions and deductions as provided in the Contract Documents.

\$500.00 per day.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

5%

None

PAGE 5

Not Applicable

None

5.00 % per annum

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

PAGE 6

Percentage of work co

The Honorable Mayor Kerry McCarver
James Rice, Maintenance Director

350 Frey Street
Ashland City, Tennessee 37015

615-792-4316

kerrymccarver@cheathamcountytvtn.gov

RT

Josh Tucker

107 Ervin Drive

Carthage, Tennessee 3703

615-701-8010

jtucker@rtbuilderstn.com

RESOLUTION: 13(J)
RESOLUTION TITLE: To Approve The Mayor's Signature On Axon Contract For The Sheriff's Department
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

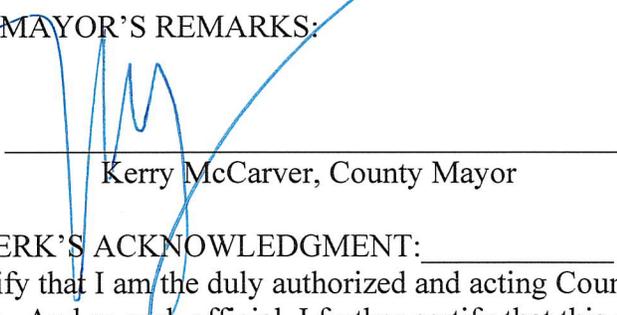
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Axon contract for the Sheriff's department is approved.

A copy of the contract is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



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 3rd day of July 2025.



Abby Short, County Clerk



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-671875-45831CW

Issued: 06/23/2025

Quote Expiration: 07/31/2025

Estimated Contract Start Date: 10/01/2025

Account Number: 114700

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00



SHIP TO	BILL TO
Cheatham County Sheriff's Office - TN 200 Court St Ashland City, TN 37015-1764 USA	Cheatham County Sheriff's Office - TN 200 Court St Ashland City TN 37015-1764 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Capt Wesley Phone: 334-655-0690 Email: cwesley@axon.com Fax:	Chris Gilmore Phone: (615) 792-2041 Email: chris.gilmore@cheathamcountytn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$124,272.00
ESTIMATED TOTAL W/ TAX	\$124,272.00

Discount Summary

Average Savings Per Year	\$5,663.35
TOTAL SAVINGS	\$28,316.76

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$24,854.40	\$0.00	\$24,854.40
Sep 2026	\$24,854.40	\$0.00	\$24,854.40
Sep 2027	\$24,854.40	\$0.00	\$24,854.40
Sep 2028	\$24,854.40	\$0.00	\$24,854.40
Sep 2029	\$24,854.40	\$0.00	\$24,854.40
Total	\$124,272.00	\$0.00	\$124,272.00

Quote Unbundled Price: \$152,594.20
 Quote List Price: \$128,767.00
 Quote Subtotal: \$124,272.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet 3 Advanced	Fleet 3 Advanced	8	60	\$308.54	\$258.90	\$258.90	\$124,272.00	\$0.00	\$124,272.00
A la Carte Services									
99901	AXON ACCELERATE CONFERENCE REGISTRATION	5		\$389.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$124,272.00	\$0.00	\$124,272.00

Delivery Schedule

Hardware

Item	Description	QTY	Shipping Location	Estimated Delivery Date
100889	AXON FLEET - CRADLEPOINT R920-C7A-8YR NETCLOUD	8	1	09/01/2025
101926	AXON FLEET - TAGGLAS ANT - 6-IN-1 26ELL 2WIFI 1GNSS INT	8	1	09/01/2025
70112	AXON SIGNAL - VEHICLE	8	1	09/01/2025
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	8	1	09/01/2025
72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	8	1	12/28/2028

Software

Item	Description	QTY	Estimated Start Date	Estimated End Date
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	8	10/01/2025	09/30/2030
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	8	10/01/2025	09/30/2030
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	8	10/01/2025	09/30/2030
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	15	10/01/2025	09/30/2030

Services

Item	Description	QTY
100730	AXON FLEET 3 - SIM INSERTION - VZW 4FF	8
73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	8
99901	AXON ACCELERATE CONFERENCE REGISTRATION	5

Warranties

Item	Description	QTY	Estimated Start Date	Estimated End Date
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	8	09/01/2026	09/30/2030
80405	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	8	09/01/2026	09/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	200 Court St	Ashland City	TN	37015-1764	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	8	\$24,854.40	\$0.00	\$24,854.40
Total				\$24,854.40	\$0.00	\$24,854.40

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	5	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	8	\$24,854.40	\$0.00	\$24,854.40
Total				\$24,854.40	\$0.00	\$24,854.40

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	8	\$24,854.40	\$0.00	\$24,854.40
Total				\$24,854.40	\$0.00	\$24,854.40

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	8	\$24,854.40	\$0.00	\$24,854.40
Total				\$24,854.40	\$0.00	\$24,854.40

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	8	\$24,854.40	\$0.00	\$24,854.40
Total				\$24,854.40	\$0.00	\$24,854.40

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/23/2025



RESOLUTION: 13(K)
RESOLUTION TITLE: To Approve The Mayor's Signature On Cheatham County Sanitary Landfill Permit Number SNL11000164 Expansion
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

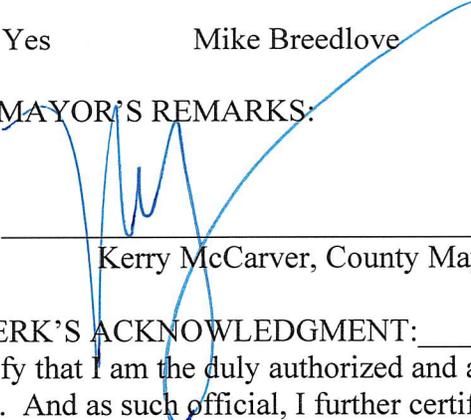
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Cheatham County Sanitary Landfill permit number SNL11000164 Expansion is approved.

A copy of the contract is attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



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 3rd day of July 2025.



Abby Short, County Clerk





STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
TDEC - Financial Assurance Section
Davy Crockett Tower, 6th Floor
500 James Robertson Parkway
Nashville, TN 37243
615-969-7931
TDEC.Financial.Assurance@tn.gov

The Honorable Kerry McCarver
Cheatham County Mayor
100 Public Square, Courthouse, Suite 105
Ashland City, Tennessee 37015

RE: 2025 Annual Inflation Adjustment of the Financial Assurance for *Cheatham County Sanitary Landfill*, Permit Number *SNL11000164 Expansion*, as required by the Regulations of TDEC's Division of Solid Waste Management

To whom it may concern:

All county and municipal "Contracts of Obligation in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U. S. Bureau of Economic Analysis in its Survey of Current Business.

The staff of TDEC's Division of Financial Assurance, utilizing data published by the U. S. Bureau of Economic Analysis, has projected the inflation factor to be used for 2025 inflation adjustments as 2.40%. The amount of your financial assurance instrument(s) from the Year 2024 must be multiplied by 1.024. The permitted facility and/or TDEC may reserve the right to adjust this figure later based upon revised data released by the U. S. Bureau of Economic Analysis during the year.

Effective immediately, any County or Municipal Contract of Obligation in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00). This is a change from the previous threshold of Five Thousand Dollars (\$5,000.00). For example, if the inflation adjustment is \$4,000.00 in year one, \$5,000.00 in year two, and \$6,000.00 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000.00. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Please review the amount(s) for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

<https://www.tn.gov/environment/about-tdec/fin-financial-responsibility.html>

2025 Inflation Adjustment(s)

Facility Permit #:	Financial Instrument Type & #:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance On File:	Inflation Adjustment/ Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total Required Amount of Financial Assurance:
SNL11000164 Expansion	Contract	03/15/2025	\$ 1,268,706.59	\$ 30,448.96	\$ 0.00	\$ 1,299,155.55

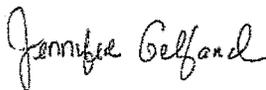
Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2025 annual inflation adjustment and/or post-closure reduction (if applicable) for your permit. The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

- (1) If you currently have a financial assurance instrument on file with TDEC that was issued by a Commercial Financial Institution, that institution may consider this letter as TDEC's authorization for it to change the amount of the financial instrument(s) to the amount(s) specified in this letter for the specific permit(s) as listed.
- (2) If you have been advised by the TDEC Field Office that the required post-closure activities at a permitted site listed herein have not been performed to the satisfaction of the TDEC Field Office Staff, do not reduce your financial assurance instrument until the TDEC Field Office has approved the performance of the required post-closure work.

If you have any questions, please send an e-mail to TDEC.Financial.Assurance@tn.gov or call 615-969-7931. Please submit the inflation adjusted financial instrument to the TDEC Division of Financial Assurance at the address listed on the letterhead as indicated above.

Respectfully,



Jennifer Gelfand
TDEC Division of Financial Assurance

Enclosures: Annual Inflation Letter, Amendments to Contract of Obligation in Lieu of Performance Bonds, Customer Information Spreadsheet

CC: Mike Horsley, Manager, TDEC Division of Solid Waste Management, Nashville Field Office
Mike Russell, Cheatham County Solid Waste Director

For Department Use Only
Effective Date:

**Amendment of Contract of Obligation in Lieu of Performance Bond (County)
Department of Environment and Conservation, Division of Solid Waste Management**

1. This amendment is made by the County of Cheatham ("the County"), and the Tennessee Department of Environment and Conservation ("the Department") to the Contract of Obligation in Lieu of Performance Bond for proper operation, closure and/or post-closure of the Cheatham County Sanitary Landfill, Permit Number SNL110000164 Expansion entered on or about 03/15/93 ("the Contract").
2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:

The total penal sum of this contract is:

\$ 1,299,155.55
3. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.
4. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department of Finance and Administration.
5. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.
6. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.

On Behalf of the County of Cheatham

Printed Name: Kerry McCarver

Title: Mayer

Date: _____

On Behalf of the Tennessee Department of Finance and Administration

Jim Bryson, Commissioner
Tennessee Department of Finance and Administration

Date: _____

On Behalf of the Tennessee Department of Environment and Conservation

David W. Salyers, P.E., Commissioner
Tennessee Department of Environment and Conservation

Date: _____

Summary Sheet							
Amount of Financial Assurance Required							
PERMIT ID # OR FACILITY ID # (s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY REQUIRED (A)	AMOUNT OF POST- CLOSURE REQUIRED (B)	AMOUNT OF 3RD PARTY LIABILITY REQUIRED (C)	AMOUNT OF CORRECTIVE ACTION REQUIRED (D)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL110000164 Expansion	\$192,596.46	\$1,106,559.09					\$1,299,155.55
Total Required	\$192,596.46	\$1,106,559.09	\$0.00	\$0.00		Total (A,B,C,D)	\$1,299,155.55

Amount of Financial Assurance On File							
PERMIT ID # OR FACILITY ID#(s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY ON FILE (AA)	AMOUNT OF POST- CLOSURE ON FILE (BB)	AMOUNT OF 3RD PARTY LIABILITY ON FILE (CC)	AMOUNT OF CORRECTIVE ACTION ON FILE (DD)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL110000164 Expansion	\$188,082.48	\$1,080,624.11			C 3/15/93	Cheatham Co	\$1,268,706.59
Total on File	\$188,082.48	\$1,080,624.11	\$0.00	\$0.00		Total (AA,BB,CC,DD)	\$1,268,706.59
Net amount underfunded as of 06/24/2025	-\$4,513.98	-\$25,934.98					-\$30,448.96
ABBR. C - CONTRACT CB - CASHBOND, CHECK OR CASH CD - CERTIFICATE OF DEPOSIT CG-FT - CORPORATE GUARANTEE FINANCIAL TEST CI - CERTIFICATE OF INSURANCE FT - FINANCIAL TEST GG - GOVERNMENT GUARANTEE LC - LETTER OF CREDIT PB - PERFORMANCE BOND S - SECURITIES TF - TRUST FUND							

RESOLUTION: 13(L)
RESOLUTION TITLE: To Approve Amendment On Kingston Springs Fire Contract And To Rescind Resolution 5 Dated May 19, 2025 And Approve All The Fire Contracts As Amended
DATE: June 30, 2025
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

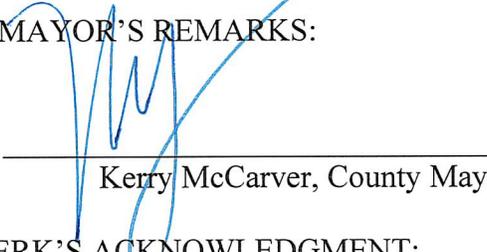
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve amendments on Kingston Springs Fire contract and rescind resolution 5 dated May 19, 2025 titled "To approve Mayor's signature on Fire Contracts as amended" is rescinded and approve all the Fire Contracts as amended.

A copy of all contracts attached.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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:



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 3rd day of July 2025.



Abby Short, County Clerk



CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the Pleasant View Volunteer Fire Department, a non-profit Tennessee corporation (hereinafter referred to as "PVVFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with PVVFD to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for PVVFD. Such referenced area shall hereinafter collectively be referred to as the "Pleasant View Rural Fire District"; and

WHEREAS, PVVFD has agreed to provide fire protection, emergency medical first responder and rescue services for the Pleasant View Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The PVVFD will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Pleasant View Rural Fire District.
2. The PVVFD will answer fire protection, emergency medical first responder and rescue service calls in the Pleasant View Rural Fire District area and will, to the best of the PVVFD's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any special service function.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Pleasant View Rural Fire District.
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the PVVFD to provide fire protection, emergency medical first responder and rescue services in the Pleasant View Rural Fire District.
 - B. The Emergency Service Number ("ESN") in the County's E-911 system will be configured so that Ashland City Fire Department is the first responder to incidents requiring dispatch in the following area without regard to the otherwise applicable fire district: Hwy 49 E from Cunniff Drive to Sycamore Creek and on Valley View Road from

Bandy Road to the Davidson County line and all roads off in that span (Henley Road, Lisa Lane, Wanda Lane, Allen Lane, and Biota Trail).

5. The County shall compensate the PVVFD for the fire protection, emergency medical first responder and rescue services provided herein. The amount of compensation is set forth in Exhibit A, with one-half being paid on or before January 15 of each year of this contract and the remaining one-half being paid on or before March 15 of each year of this contract.
6. In addition to the primary service fee set forth in paragraph 4 above, the County agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$55,000.00
b. Kingston Springs Fire Department	\$27,500.00
c. Pegram Fire Department	\$27,500.00
d. Pleasant View Fire Department	\$55,000.00
e. Fire Association	\$35,000.00

TOTAL \$200,000.00

7. It is expressly understood that the PVVFD is a combination career/volunteer fire department. No guarantee as to the level of service within the Pleasant View Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the PVVFD's response to other calls, shall not be taken as a breach of this agreement. The Chief of the PVVFD or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Pleasant View Rural Fire District.
8. PVVFD shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Pleasant View Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the PVVFD.
9. The County will make no claim against the PVVFD for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, or volunteers of the PVVFD.
10. The PVVFD will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from PVVFD's response to a fire protection, emergency medical first responder and rescue services calls or special service function call of the County. If required by law, the PVVFD will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The PVVFD holds

harmless and releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its agents or volunteers in responding to calls for the County. The PVVFD shall maintain liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).

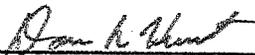
11. The PVVFD shall cause to be conducted an annual audit of its accounts for the prior year. Said audit shall be performed by a licensed or certified auditor and a copy of said audit shall be furnished to the County Mayor 30 days of its completion.
12. The PVVFD will not charge or solicit any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Pleasant View Rural Fire District. Any solicitation for donations to the PVVFD within the Pleasant View Rural Fire District shall read "all donations are purely voluntary and response to your emergency is not affected by donations. PVVFD shall provide a copy of any solicitation for donations to residents of the Pleasant View Rural Fire District to the County Fire Chief at least two (2) weeks prior to distribution and the County reserves the right to issue public communications to further clarify the voluntary nature of any donations.
13. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan. The PVVFD acknowledges that it has received and is in the possession of said plan.
14. In keeping with the best interest of its organization and the fire districts it serves, PVVFD will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant programs for these purposes.
15. The PVVFD shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
16. The PVVFD shall comply with all State of Tennessee training laws pertaining to fire departments.
17. Upon full execution of this contract, and during the term hereof, PVVFD, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding to provide for policies, procedures and protocol for PVVFD to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
18. The PVVFD shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.
19. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be sent via certified mail, return receipt requested.

Notice to the County shall be sent to the Office of the County Mayor.

20. Should the PVVFD become insolvent, cease operations, or enter into a transaction which would result in a transfer of PVVFD's assets, the County shall have the right of first refusal to purchase PVVFD's assets located within Cheatham County but outside of the municipal limits of the Town of Pleasant View, including those assets as have been customarily positioned in such locations, so as to continue to provide fire and emergency services to the community.
21. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and the PVVFD may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase of the service fee paid to PVVFD.
22. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

PLEASANT VIEW VOLUNTEER FIRE
DEPARTMENT

 5-29-2015

Board Chairman



Pleasant View Fire Chief

CHEATHAM COUNTY



Kerry McCarver, County Mayor

Exhibit A
Map of Fire Department Service Areas

Exhibit B

PLEASANT VIEW FIRE DEPARTMENT

1. Annual Service Fee from County to Pleasant View for Fire & Rescue Service within the Pleasant View Rural Fire District

Period	Service Fee
July 1, 2025 – June 30, 2026	\$544,875.71
July 1, 2026 – June 30, 2027	\$561,221.98
July 1, 2027 – June 30, 2028	\$578,058.64
July 1, 2028 – June 30, 2029	\$595,400.40

The above represents a 3% Annual Increase

2. Annual Distribution from the County Fire Chief to Pleasant View (See paragraph 6 of the contract)

July 1, 2025 – June 30, 2026	\$ 55,000.00
July 1, 2026 – June 30, 2027	\$ 55,000.00
July 1, 2027 – June 30, 2028	\$ 55,000.00
July 1, 2028 – June 30, 2029	\$ 55,000.00

7. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

8. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit C
Pleasant View Volunteer Fire Department Staffing Reimbursement

Station(s) to be staffed:

Firefighter positions to be provided: 4

Maximum Reimbursement:

Period	Maximum Reimbursement
July 1, 2025 – June 30, 2026	\$220,000.00
July 1, 2026 – June 30, 2027	\$240,000.00
July 1, 2027 – June 30, 2028	\$260,000.00
July 1, 2028 – June 30, 2029	\$280,000.00

Terms:

1. PVVFD will hire or maintain such employees as necessary to provide the equivalent of four (4) firefighters positions on duty to reduce response times in the Pleasant View Rural Fire District during the times and at the locations specified herein. Two (2) of the firefighters shall be stationed at "Station 6" located at 1798 Mosely Ferry Road and two (2) of the firefighters shall be stationed at "Station 2" located at 1115 Jackson Felts Road. Each station shall be staffed to provide two (2) firefighters on duty for twelve (12) hours per day Monday through Friday during the hours of 6:00 a.m. and 6:00 p.m.
2. PVVFD shall have the discretion to shift the beginning and end of the staffing schedule to provide the most effective coverage. The County reserves the right to require the staffing be provided from 6:00 a.m. to 6:00 p.m. if necessary to lower or preserve the ISO ratings within the Pleasant View Rural Fire District. Nothing in this Exhibit C shall limit the ability of the firefighters in Station 2 and Station 6 to respond to calls anywhere within the PVVFD's service area or to provide mutual aid to other emergency services providers. PVVFD may also temporarily move the employees to another location for the purposes of training, resupply, and emergency standby coverage. The PVVFD may employ such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.
3. All employees hired by PVVFD to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse PVVFD its actual staffing costs for the equivalent of two firefighter positions for up to 60 hours per position per week. Actual staffing costs will include wages, Social Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation Insurance premiums and may include medical insurance and retirement contributions for qualifying employees. PVVFD will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.

5. All funds payable under this Exhibit C are subject to annual appropriation by the Cheatham County Legislative Body. If during any budget year the appropriated funding is insufficient to cover the actual staffing costs, PVVFD may proportionately reduce the weekly coverage hours to the level of funding available.
6. The County will reimburse PVVFD quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of PVVFD's reimbursement request.
7. PVVFD will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of PVVFD and will not be considered employees of the County. PVVFD will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The staffing reimbursement described in this Exhibit C may be terminated by either party by giving not less than sixty (60) days' advance notice.

CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the Town of Ashland City, a municipal corporation (hereinafter referred to as "Town") acting by and through the Ashland City Fire Department ("ACFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with Town to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for ACFD. Such referenced area shall hereinafter collectively be referred to as the "Ashland City Rural Fire District"; and

WHEREAS, Town has agreed to provide fire protection, emergency medical first responder and rescue services for the Ashland City Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The Town will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Ashland City Rural Fire District
2. The Town will answer fire, medical first responder and rescue service calls in the Ashland City Rural Fire District will, to the best of the Town's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any special service function.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Ashland City Rural Fire District.
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the Town to provide fire protection, emergency medical first responder and rescue services in the Ashland City Rural Fire District.
 - B. In addition, Town response and supplement response as specified in Cheatham County Dispatch Guidelines on calls within the Pleasant View Rural Fire District as such is designated in Exhibit A.
 - C. The Emergency Service Number ("ESN") in the County's E-911 system will be configured

so that ACFD is the first responder to incidents requiring dispatch in the following area without regard to the otherwise applicable fire district: Hwy 49 E from Cuniff Drive to Sycamore Creek, Valley View Road from Bandy Road to the Davidson County line and all roads in that span, (Henley Road, Lisa Lane, Wanda Lane, Allen Lane, and Biota Trail) and all life threatening calls on the Cumberland River inside of Cheatham County.

5. The County shall compensate the Town for the fire protection, emergency medical first responder and rescue services as set forth in Exhibit B attached hereto, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract.
6. The County will additionally reimburse the Town for staffing at a specified fire station or stations in the amounts and subject to the terms set forth in Exhibit C attached hereto.
7. In addition to the fees set forth above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a.	Ashland City Fire Department	\$55,000.00
b.	Kingston Springs Fire Department	\$27,500.00
c.	Pegram Fire Department	\$27,500.00
d.	Pleasant View Fire Department	\$55,000.00
e.	Fire Association	\$35,000.00
	TOTAL	\$200,000.00

8. It is expressly understood that the Town has a combination of municipal personnel and volunteer firefighters comprising its fire department. No guarantee as to the level of service within the Ashland City Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the Town's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the Town, or other fire department officer in charge, not to respond to a fire call or special service call in the Ashland City Rural Fire District because of an existing emergency within the city limits of Ashland City shall be final. However, the Chief of the Town or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Ashland City Rural Fire District.
9. The Town shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Ashland City Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the Town.

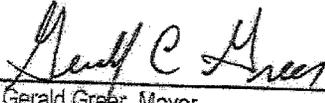
10. The County will make no claim against the Town for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, employees, or volunteers of the Town or its fire department.
11. The Town will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue services calls or special service function call of the County. If required by law, the Town will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The Town releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The Town shall maintain liability insurance in an amount equal to the limits of liability established by the Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunity, defenses or tort liability limits that the Town may have under TGTLA or other applicable law.
12. The Town shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor 30 days of its receipt by the Town.
13. The Town will not charge or solicit any donation, subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Ashland City Rural Fire District.
14. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The Town acknowledges that it has received and is in possession of said plan.
15. In keeping with the best interest of its organization and the fire districts it serves, ACFD will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant programs for these purposes.
16. The Town shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
17. The Town shall comply with all State of Tennessee training laws pertaining to fire departments.
18. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding to provide for policies, procedures and protocol for the Town to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
19. The Town shall generate an incident report for each call answered and shall submit it to the State

of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.

20. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.
21. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and Town may renew this contract for an additional term provided, however, the parties will negotiate any increase in the fees paid to the Town.
22. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the Town Mayor/Town Council of the Town of Ashland City, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

TOWN OF ASHLAND CITY



Gerald Greer, Mayor

CHEATHAM COUNTY



Kerry McCarver, County Mayor

Exhibit A

Map of Fire Department Service Areas

Exhibit B

Service Fee

ASHLAND CITY FIRE DEPARTMENT

1. **Service Fee from County to Ashland City for Fire & Rescue Service**

Period		Service Fee
July 1, 2025 – June 30, 2026		\$247,677.79
July 1, 2026 – June 30, 2027		\$255,108.12
July 1, 2027 – June 30, 2028		\$262,761.36
July 1, 2028 – June 30, 2029		\$270,644.20

The above reflects a 3.0% Annual Increase

2. **Annual Distribution from the County Fire Chief to Ashland City**

July 1, 2025 – June 30, 2026	\$ 55,000.00
July 1, 2026 – June 30, 2027	\$ 55,000.00
July 1, 2027 – June 30, 2028	\$ 55,000.00
July 1, 2028 – June 30, 2029	\$ 55,000.00

3. **Payment Due Dates**

50% payable on or before January 15 of each year of the contract
50% payable on or before March 15 of each year of the contract

4. **Late Fee Penalty**

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit C

Ashland City Staffing Reimbursement

Station(s) to be staffed: 2857 Petway Road, Ashland City, Tennessee

Firefighter positions to be provided: 2

Maximum Reimbursement:

Period	Maximum Reimbursement
July 1, 2025 – June 30, 2026	\$167,200.00
July 1, 2026 – June 30, 2027	\$189,430.00
July 1, 2027 – June 30, 2028	\$211,660.00
July 1, 2028 – June 30, 2029	\$233,890.00

Terms:

1. Town will hire or maintain such employees as necessary to provide the equivalent of two (2) firefighters positions to reduce response times in the Ashland City Rural Fire District during the times specified herein. The staffing provided under this agreement may be stationed at either the Petway Road Station or the Town's fire station located at 200 Marrowbone Lane, Ashland City, Tennessee ("Fire Station 2") as determined by Town to best reduce response times in the Ashland City Rural Fire District with the understanding that the employees will be utilized at the best location based on calls, training and emergency situations that may arise. However, a sufficient number of employees to respond to calls will be stationed at the Petway Road Station for a minimum number of shifts each week alternating as follows: three (3) shifts in one week and two (2) shift the next week. For the avoidance of doubt, the parties agree that this means the minimum number of shifts at the Petway Station will alternate between three (3) shifts and two (2) shifts on a weekly basis. The Chief Officer of the Ashland City Fire Department may also temporarily move the employees to another location for the purposes of training, resupply, and emergency standby coverage. The town may employ such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.
2. The staffing will be scheduled to provide coverage in twelve-hour shifts Monday through Sunday and the Town will have the discretion to determine the beginning and end of the coverage period to provide the most effective coverage.
3. All employees hired by Town to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse Town its actual staffing costs for the equivalent of two firefighter positions for up to 60 hours per position per week. Actual staffing costs will include wages, Social Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation Insurance

premiums and may include medical insurance and retirement contributions for qualifying employees. Town will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.

5. All funds payable under this Exhibit C are subject to annual appropriation by the Cheatham County Legislative Body. If during any budget year the appropriated funding is insufficient to cover the actual staffing costs, Town may proportionately reduce the weekly coverage hours to the level of funding available.
6. The County will reimburse Town quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of Town's reimbursement request.
7. Town will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of Town and will not be considered employees of the County. Town will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The staffing reimbursement described in this Exhibit C may be terminated by either party by giving not less than sixty (60) days' advance notice.

CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the Harpeth Ridge Volunteer Fire Department, a non-profit Tennessee corporation (hereinafter referred to as "HRVFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with HRVFD to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for HRVFD. Such referenced area shall hereinafter collectively be referred to as the "Harpeth Ridge Fire District"; and

WHEREAS, HRVFD has agreed to provide fire protection, emergency medical first responders and rescue services for the Harpeth Ridge Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The HRVFD will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Harpeth Ridge Fire District.
2. The HRVFD will answer fire protection, emergency medical first responder and rescue service calls in the Harpeth Ridge Fire District area and will, to the best of the HRVFD's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any fire protection, emergency medical first responder and rescue services.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Harpeth Ridge Fire District:
 - A. A primary service fee as set forth in Exhibit B, shall be paid annually by the County to the HRVFD to provide fire, medical first responder and rescue in the Harpeth Ridge Fire District.
5. The County shall compensate the HRVFD for the fire protection, emergency medical first responder and rescue services provided by the Harpeth Ridge Fire District. The amount of compensation is set forth in Exhibit A, with one-half being paid on or before January 15 of each year of this contract and the remaining one-half being paid on or before March 15 of each year of this contract.

6. In addition to the primary service fee set forth in paragraph 4 above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$55,000.00
b. Kingston Springs Fire Department	\$27,500.00
c. Pegram Fire Department	\$27,500.00
d. Pleasant View Fire Department	\$55,000.00
e. Fire Association	\$35,000.00
TOTAL	\$200,000.00

7. It is expressly understood that the HRVFD is a volunteer fire department. No guarantee as to the level of service within the Harpeth Ridge Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the HRVFD's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the HRVFD, or other fire department officer in charge, not to respond to a fire call or special service call in the Harpeth Ridge Fire District because of an existing emergency within the corporate limits of Harpeth Ridge shall be final. However, the Chief of the HRVFD or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Harpeth Ridge Fire District.

8. The HRVFD shall endeavor to obtain and maintain a more favorable Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Harpeth Ridge Fire District. It shall not be a breach of this agreement if the PPC rating is raised by the ISO due to circumstances beyond the control of HRVFD.

9. The County will make no claim against the HRVFD for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, or volunteers of the HRVFD.

10. The HRVFD will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from HRVFD's response to a fire protection, emergency medical first responder and rescue service calls of the County. If required by law, the HRVFD will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The HRVFD holds harmless and releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its agents or volunteers in responding to calls for the County. The HRVFD shall maintain liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).

11. The HRVFD shall cause to be conducted an annual audit of its accounts for the prior year. Said audit shall be performed by a licensed or certified auditor and a copy of said audit shall be furnished to the County Mayor within 30 days of its completion.

12. The HRVFD will not charge any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Harpeth Ridge Fire District. Any solicitation for donations to the HRVFD within the Harpeth Ridge Fire District shall read "all donations are purely voluntary and response to your emergency is not affected by donations. HRVFD shall provide a copy of any solicitation for donations to residents of the Harpeth View Fire District to the County Fire Chief at least two (2) weeks prior to distribution and the County reserves the right to issue public communications to further clarify the voluntary nature of any donations.

13. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan. The HRVFD acknowledges that it has received and is in the possession of said plan.

14. The HRVFD shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.

15. The HRVFD shall comply with all State of Tennessee training laws pertaining to fire departments.

16. Upon full execution of this contract, and during the term hereof, HRVFD, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2)(3). Said Memorandum of Understanding to provide for policies, procedures and protocol for HRVFD to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.

17. The HRVFD shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.

18. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be sent via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.

19. Should the HRVFD become insolvent/ and or close the Fire Department, the County reserves the right to purchase the assets and the liabilities within Cheatham County of the HRVFD so as to continue to provide fire and emergency services to the community.

20. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and the HRVFD may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase of the primary service fee paid to HRVFD.

21. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

HARPETH RIDGE VOLUNTEER FIRE
DEPARTMENT

CHEATHAM COUNTY

Board Chairman

County Mayor

Fire Chief

Exhibit A
Map of Fire Department Service Areas

Exhibit B

HARPETH RIDGE FIRE DEPARTMENT

1. Annual Service Fee from County to HRVFD for Fire & Rescue Service within the Harpeth Ridge Fire District

Period	Service Fee
July 1, 2025 – June 30, 2026	\$3,322.29
July 1, 2026 – June 30, 2027	\$3,421.95
July 1, 2027 – June 30, 2028	\$3,524.61
July 1, 2028 – June 30, 2029	\$3,630.35

The above represents a 3% Annual Increase

2. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

3. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and Town of Kingston Springs, a municipal corporation (hereinafter referred to as "Town").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with Town to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for Town. Such referenced area shall hereinafter collectively be referred to as the "Kingston Springs Rural Fire District"; and

WHEREAS, Town has agreed to provide fire protection, emergency medical first responder and rescue services for the Kingston Springs Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The Town will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Kingston Springs Rural Fire District.
2. The Town will answer fire, emergency medical first responder and rescue service calls in the Kingston Springs Rural Fire District area and will, to the best of the Town's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any fire protection, emergency medical first responder and rescue services.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Kingston Springs Rural Fire District:
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the Town to provide fire protection, emergency medical first responder and rescue services in the Kingston Springs Rural Fire District.
5. The County shall compensate the Town for fire protection, emergency medical first responder and rescue services as set forth in Exhibit B, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract.

6. The County will additionally reimburse the Town for staffing at a specified fire station or stations in the amounts and subject to the terms set forth in Exhibit C attached hereto.
7. In addition to the fees set forth, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed by the County Fire Chief to the various Fire Departments and the Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$55,000.00
b. Kingston Springs Fire Department	\$27,500.00
c. Pegram Fire Department	\$27,500.00
d. Pleasant View Fire Department	\$55,000.00
e. Fire Association	\$35,000.00
 TOTAL	 \$200,000.00

8. It is expressly understood that the Town is a volunteer fire department. No guarantee as to the level of service within the Kingston Springs Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the Town's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the Town, or other fire department officer in charge, not to respond to calls in the Kingston Springs Rural Fire District because of an existing emergency within the Town's limits of Kingston Springs shall be final. However, the Chief of the Town or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for existing emergencies within the Kingston Springs Rural Fire District.
9. The Town shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Kingston Springs Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the Town.
10. The County will make no claim against the Town for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, employees, or volunteers of the Town or its fire department.
11. The Town will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue service calls of the County. The Town will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The Town releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The Town shall maintain liability insurance in an amount equal to the limits of liability established by the

Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunities, defenses or tort liability limits that the Town may have under TGTLA or other applicable law.

12. The Town shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor 30 days of its receipt by the Town.
13. The Town will not charge or solicit any donation, subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Kingston Springs Rural Fire District. Additionally, Town will not solicit any donations by mail within the Kingston Springs Rural Fire District.
14. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The Town acknowledges that it has received and is in possession of said plan.
15. In keeping with the best interest of its organization and the fire districts it serves, the Town will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant program for these purposes.
16. The Town shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
17. The Town shall comply with all State of Tennessee training laws pertaining to fire departments.
18. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2)(3). Said Memorandum of Understanding to provide for policies, procedures and protocol for Town to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
19. The Town shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.
20. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) months prior to the termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.
21. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and Town may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase of the primary service fee.

22. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the Town Mayor/Commissioners of the Town of Kingston Springs, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

TOWN OF KINGSTON SPRINGS

CHEATHAM COUNTY

Todd Verhoven, Mayor

Kerry McCarver, County Mayor

Exhibit A
Map of Fire Department Service Areas

Exhibit B
Service Fee

KINGSTON SPRINGS FIRE DEPARTMENT

1. Annual Service Fee from County to Kingston Springs for Fire & Rescue Service within the Kingston Springs Rural Fire District

<u>Period</u>		<u>Service Fee</u>
July 1, 2025 – June 30, 2026		\$231,781.36
July 1, 2026 – June 30, 2027		\$238,734.80
July 1, 2027 – June 30, 2028		\$245,896.84
July 1, 2028 – June 30, 2029		\$253,273.75

The above represents a 3% Annual Increase

2. Annual Distribution from the County Fire Chief to Kingston Springs

July 1, 2025 – June 30, 2026	\$ 27,500.00
July 1, 2026 – June 30, 2027	\$ 27,500.00
July 1, 2027 – June 30, 2028	\$ 27,500.00
July 1, 2028 – June 30, 2029	\$ 27,500.00

3. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

4. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit C

Kingston Springs Staffing Reimbursement

Reserved – To Be Added by Amendment

CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of June 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and Town of Pegram, a municipal corporation (hereinafter referred to as "Town").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 et seq.; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with Town to provide fire protection, emergency medical first responder and rescue services for the areas in the County which is described as follows:

- A. The area within and comprising the corporate limits of the Town of Pegram which shall be referred to as the "Pegram City Fire District."
- B. The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for Town. Such referenced area shall be referred to as the "Pegram Rural Fire District"

The Pegram City Fire District and the Pegram Rural Fire District shall be collectively referred to as the "Pegram Fire Districts."

WHEREAS, Town has agreed to provide fire protection, emergency medical first responder and rescue services for the Pegram Fire Districts.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The Town will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Pegram Fire Districts.
2. The Town will answer fire protection, emergency medical first responder and rescue calls in the Pegram Fire Districts area and will, to the best of the Town's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any fire protection, emergency medical first responder and rescue services.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Pegram Fire Districts:
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the Town to provide fire protection, emergency medical first responder and rescue services in the Pegram Fire Districts.

5. The County shall compensate the Town for the fire protection, emergency medical first responder and rescue services as set forth in Exhibit B, the terms of which are incorporated herein by reference, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract. Any payment not received within ten (10) days of a payment due date is subject to a late fee penalty in the amount of two percent (2%) of the payment amount.
6. The County will additionally reimburse the Town for staffing at a specified fire station or stations in the amounts and subject to the terms set forth in Exhibit C attached hereto.
7. In addition to the fees set forth above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a.	Ashland City Fire Department	\$55,000.00
b.	Kingston Springs Fire Department	\$27,500.00
c.	Pegram Fire Department	\$27,500.00
d.	Pleasant View Fire Department	\$55,000.00
e.	Fire Association	\$35,000.00
	TOTAL	\$200,000.00

8. It is expressly understood that the Town has a volunteer fire department. No guarantee as to the level of service within the Pegram Fire Districts shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the Town's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the Town, or other fire department officer in charge, not to respond to a fire, emergency medical first responder or rescue service call in the Pegram Fire Districts because of an existing emergency within the Pegram Rural Fire District, if any, shall be final. However, the Chief of the Town or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for existing emergencies within the Pegram Fire Districts.
9. The Town shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Pegram Fire Districts. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the Town.
10. The County will make no claim against the Town for loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue

service call(s), including, but not limited to, any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, employees, or volunteers of the Town or its fire department.

11. The Town will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue service call(s) of the County. The Town will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The Town releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The Town shall maintain liability insurance in an amount equal to the limits of liability established by the Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunities, defenses or tort liability limits that the Town may have under TGTLA or other applicable law.
12. The Town shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor within 30 days of its receipt by the Town.
13. The Town will not charge any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Pegram Fire Districts (does not include fund raising and/or charitable contributions).
14. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The Town acknowledges that it has received and is in possession of said plan.
15. The Town shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
16. The Town shall comply with all State of Tennessee training laws pertaining to fire departments.
17. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding will provide for policies, procedures and protocol for the Town to render emergency medical care and responses, wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
18. The Town shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated § 68-102-111.
19. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the

termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor. Notice to the Town shall be sent to the Town Mayor care of the Pegram Town Hall.

20. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and Town may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase in the primary service fee.
21. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the Town of Pegram Board of Mayor and Aldermen, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

TOWN OF PEGRAM

CHEATHAM COUNTY

Charles Morehead, Town Mayor

Kerry McCarver, County Mayor

EXHIBIT A
Map of Fire Department Service Areas

Exhibit B

PEGRAM FIRE DEPARTMENT

1. Annual Service Fee from County to Pegram for Fire & Rescue Service within the Pegram Fire Districts

Period		Service Fee
July 1, 2025 – June 30, 2026		\$269,416.71
July 1, 2026 – June 30, 2027		\$277,499.21
July 1, 2027 – June 30, 2028		\$285,824.00
July 1, 2028 – June 30, 2029		\$294,399.00

The above represents a 3% Annual Increase.

2. Annual Distribution from the County Fire Chief to Pegram

July 1, 2025 – June 30, 2026 \$ 27,500.00

July 1, 2026 – June 30, 2027 \$ 27,500.00

July 1, 2027 – June 30, 2028 \$ 27,500.00

July 1, 2028 – June 30, 2029 \$ 27,500.00

3. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

4. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount

EXHIBIT C

Pegram Staffing Reimbursement

Station(s) to be staffed: Station 2, 1500 Little Pond Creek Road, Pegram, Tennessee

Firefighter positions to be provided: 2

Maximum Reimbursement:

Period	Maximum Reimbursement
July 1, 2025 – June 30, 2026	\$133,632.00
July 1, 2026 – June 30, 2027	\$137,641.00
July 1, 2027 – June 30, 2028	\$141,770.00
July 1, 2028 – June 30, 2029	\$146,023.00

Terms:

1. Town will hire or maintain such employees as necessary to provide the equivalent of two (2) firefighters positions on duty to reduce response times in the Pegram Rural Fire District during the times specified herein. The staffing provided under this agreement may be stationed as determined by Town to best reduce response times in the Pegram Rural Fire District but will be stationed at Station 2, 1500 Little Pond Creek, Pegram, Tennessee at least every other week. The town may employ such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.
2. The staffing will be scheduled to provide twelve (12) hours of coverage from 6:00 a.m. to 6:00 p.m. Monday through Friday except that Town will have the discretion to shift the beginning and end of the coverage period to provide the most effective coverage. The County reserves the right to require the staffing to be provided from 6:00 a.m. to 6:00 p.m. if necessary to lower or preserve the ISO rating.
3. All employees hired by Town to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse Town its actual staffing costs for the equivalent of two firefighter positions for up to sixty (60) hours per position per week. Actual staffing costs will include wages, Social Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation Insurance premiums and may include medical insurance and retirement contributions for qualifying employees. Town will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.
5. All funds payable under this Exhibit C are subject to annual appropriation by the Cheatham County Legislative Body. If during any budget year the appropriated funding is insufficient to cover the

actual staffing costs, Town may proportionately reduce the weekly coverage hours to the level of funding available.

6. The County will reimburse Town quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of Town's reimbursement request.
7. Town will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of Town and will not be considered employees of the County. Town will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The staffing reimbursement described in this Exhibit C may be terminated by either party by giving not less than sixty (60) days' advance notice.

RESOLUTION: 14

RESOLUTION TITLE: To Approve Polished Concrete Flooring In The Conference Room On The Ground Floor Of The Health Department Complex

DATE: June 30, 2025

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve replacing the flooded carpet with polished concrete in the Conference Room on the ground floor of the Health Department Complex in the amount of \$3,860.00

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	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

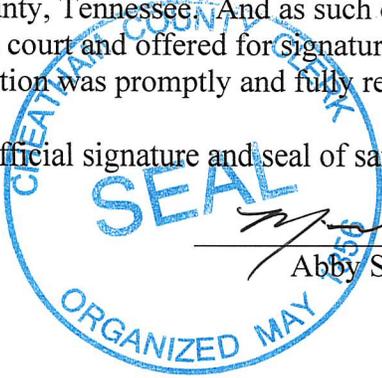
CHEATHAM COUNTY MAYOR'S REMARKS:

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 3rd day of July 2025.



Abby Short

Abby Short, County Clerk

RESOLUTION: 15
RESOLUTION TITLE: Consent Calendar
DATE: June 30, 2025
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 30th day of June 2025 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

*Jonathan Biggs
Debra D. Horn
Lori M. Neubert
Darlene J. Sandwick
Kandi K. Trice*

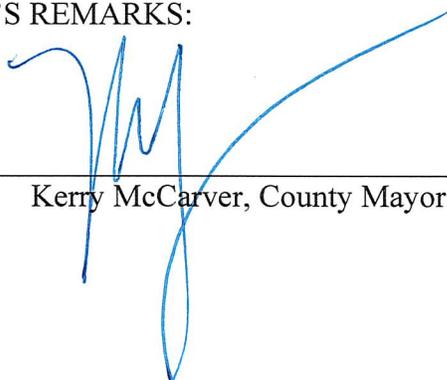
*Dana Campbell
Martha Brooke Martin
Shanon M. Pickard
Marcilia Astorga Stack
Ebony M. Triplet*

*Donyale Griffin
Vivian Milom
Kyla Quintanilla
Camilla N. Steinhauer
Brenda G. Wade*

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

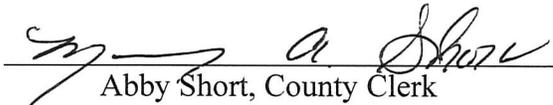


Kerry McCarver, County Mayor

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 3rd day of July 2025.



Abby Short, County Clerk



RESOLUTION: 16
RESOLUTION TITLE: Adjourn
DATE: June 30, 2025
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. James Hedgepath

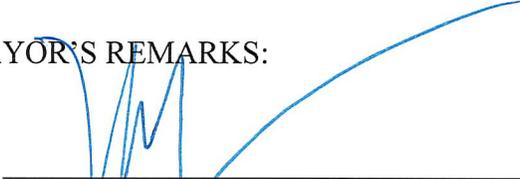
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 30th day of June 2025 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 7:08 P.M.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

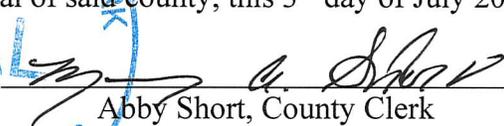


Kerry McCarver, County Mayor

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 3rd day of July 2025.



Abby Short, County Clerk

