

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**December 16, 2024**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on December 16, 2024 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 HEDGEPATH  
MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:01 P.M.

Mr. Gary Lee, 2<sup>nd</sup> District, spoke in opposition of the Knight Road rezoning.

Mr. Ken Rawn, 2<sup>nd</sup> District, spoke in opposition of the Governors proposed School Voucher Legislation.

Ms. Elena Roser, 5<sup>th</sup> District, spoke in opposition of the Governors proposed School Voucher Legislation.

Ms. Martha Wettemann, 4<sup>th</sup> District, spoke in opposition of the Governors proposed School Voucher Legislation.

Ms. Geneva Clifton, 3<sup>rd</sup> District, spoke in opposition of the Governors proposed School Voucher Legislation.

Public Forum closed at 6:13 P.M.

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:13 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. Bill Powers, seconded by Mr. David Anderson to approve the December 16, 2024 Legislative Body Meeting Agenda as amended by removing/changing the following:

1. *Remove Item 3 under Building Department*
2. *Change Item 4 title under Budget to read "Budget Amendments – General Capital Projects"*
3. *Remove the 3 amendments on page 7 of the Budget section for \$570,198.00, \$570,198.00, and \$250,000.00*

Motion approved by voice vote. See Resolution 2.

Motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve the Minutes from the November 18, 2024 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 3.

#### UNFINISHED BUSINESS

County Mayor, Mr. Kerry McCarver presented a Special Recognition to Ms. Kathryn Mitchem.

#### NEW BUSINESS

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:25 P.M.

The following was advertised to be heard:

1. *Troy Pennington requesting a Zone Change from E1 to R1 for Map 28J, Group A, Parcel 9. Property is located at 1149 Pleasant Valley Rd., in the 4th Voting District and is not in a Special Flood Hazard Area.*
2. *Amanda Bell requesting a Zone Change from R1 to R2 for Map 26, Parcel 10. Property is located at Jess Harris & Sweethome Rd., in the 2nd Voting District, and is not in a Special Flood Hazard Area.*

No one spoke for or against these changes.

Public Hearing closed at 6:25 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to approve the zone change request for Troy Pennington from E1 to R1 for Map 28J, Group A, Parcel 9. Property is located at 1149 Pleasant Valley Rd, in the 4<sup>th</sup> Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 4.

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

Motion was made by Mr. Randy Noe, seconded by Mr. Calton Blacker to approve the zone change request for Amanda Bell from R1 to R2 for Map 26, Parcel 10. Property is located at Jess Harris & Sweethome Rd., in the 2<sup>nd</sup> Voting District, and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 5.

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 BATTS: Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the following Budget Amendments to the County General Fund:

***Budget Amendments – County General: Recovery Court Director Pay***  
*Drug Court (Recovery Court)* \$ 37,318.68

*Budget Vote (12/09/2024): 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 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

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Ms. Diana Lovell to approve the following Budget Amendments to the County General and Highway Funds:

***Elected Officials: Requesting a Pay Increase – County General/Highway***

*To implement a salary increase for Elected Officials effective July 1, 2025 to increase their pay from the Minimum Salary Scale set by the State of Tennessee to one population class above Cheatham County’s most current population (population is determined by the most current ten-year census).*

*Budget Vote as Amended (12/09/2024): 4 Yes 0 No 0 Absent 1 Abstain  
Funding Source: County General and Highway Funds*

Motion approved by roll call vote 10 Yes 2 No 0 Absent. See Resolution 7.

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the following Budget Amendments to the County General Fund:

***Budget Amendments – County General***

<i>Jail</i>	<i>\$ 300,000.00</i>
<i>Veteran’s Services</i>	<i>\$ 380.48</i>
<i>Election Commission</i>	<i>\$ 600.00</i>
<i>Election Commission</i>	<i>\$ 43,191.26</i>

*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent  
Funding Source: Various*

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 Mr. Mike Breedlove, seconded by Mr. David Anderson to approve the following Budget Amendments to the General Capital Projects Fund:



**Budget Amendments – General Capital Projects**

*General Administration Projects* \$ 36,710.55

*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent*

*Funding Source: Various*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 9.

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. James Hedgepath, seconded by Mr. B.J. Hudspeth to approve the following Budget Amendments to the Solid Waste/Sanitation Fund:

**Budget Amendments – Solid Waste/Sanitation**

*Transfer Stations* \$ 15,674.96

*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent*

*Funding Source: Solid Waste Fund Balance*

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

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

Budget Committee recommended, motion was made by Mr. Walter Weakley, seconded by Mr. Chris Gilmore to authorize the following Budget Amendments to the Solid Waste Fund, Highway Fund, and County General Fund:

**Budget Amendments – Salary Study Implementation Supplement Adjustments**

<i>County General Budget Amendments</i>	\$ 538.25
<i>Solid Waste Budget Amendments</i>	\$ 538.25
<i>Highway Budget Amendments</i>	\$2,278.00

*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent*

*Funding Source: Various*

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

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. David Anderson, seconded by Mr. Walter Weakley to authorize the surplus of the following county assets to be sold or disposed of, and receipt proceeds of sale to Other Capital Projects – Vehicles Fund: 178-44530 (Sale of Equipment):

***Department: Sheriff's Department***

*Year / Make / Model:* 2017 Dodge Journey Van  
*VIN:* 3C4PDCAB3HT560226  
*Mileage:* 80,093

*Year / Make / Model:* 2016 Ford Interceptor  
*VIN:* 1FM5K8AR9GGC37207  
*Mileage:* 146,480

*Year / Make / Model:* 2017 Dodge Charger  
*VIN:* 2C3CDXKT2HH624041  
*Mileage:* 152,866

*Year / Make / Model:* 2017 Dodge Charger  
*VIN:* 2C3CDXKT4HH624039  
*Mileage:* 124,925

*Year / Make / Model:* 2013 Dodge Charger  
*VIN:* 2C3CDXAT6DH586261  
*Mileage:* 144,521

*Year / Make / Model:* 2017 Rogers Tandem Trailer with cage  
*VIN:* 7GRN214E3HZ001598

***Department: Sheriff's Department***

*Year / Make / Model:* 2020 Ford Explorer Police Interceptor  
*VIN:* 1FM5K8AB4LGC13443  
*Mileage:* 68,914

*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: None*

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

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 Ms. Diana Lovell to authorize the surplus of the following county assets to be sold or disposed of, and receipt proceeds of sale to Drug Control Fund: 122-44530 (Sale of Equipment):

***Department: Sheriff's Department***

*Year / Make / Model:* 2007 GMC Pickup Truck  
*VIN:* 1GTEC19C57Z520698  
*Mileage:* 223,798

*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: None*

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

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth seconded by Mr. Walter Weakley to authorize the surplus of the following county assets to be sold or disposed of, and receipt proceeds of sale to Highway/Public Works Fund: 131-44530 (Sale of Equipment):

***Department: Highway Department***

*Year / Make / Model:* 2005 Chevrolet Extended Cab Pickup Truck  
*VIN:* 1GCEK19Z85Z238415  
*Mileage:* 270,872  
*Additional Info:* Rust damage, gauge cluster non-functional, body damage

*Year / Make / Model:* 1999 GMC Pickup Truck  
*VIN:* 1GTEK14TXXE526496  
*Mileage:* 289,677  
*Additional Info:* Rust damage, needs tune-up

*Year / Make / Model:* 1992 GMC Sierra Pickup Truck  
*VIN:* 1GTEC14KXNZ542479  
*Mileage:* 297,838  
*Additional Info:* Rust damage, body damage

*Year / Make / Model:* 1984 Chevrolet 4WD Pickup Truck (transferred from Solid Waste)  
*VIN:* 1GCGD34J6FF400612  
*Mileage:* 60,806  
*Additional Info:* Rust damage, body damage, parts only, not running

*Year / Make / Model:* 2005 Ford F-350 (transferred from EMS)  
*VIN:* 1FDWF36P15ED07715  
*Mileage:* 178,608  
*Additional Info:* Body damage, needs tune-up, dump bed

*Year / Make / Model:* 1978 Cat Grader 140G  
*Serial Number:* 72V2202  
*Hours:* Unknown  
*Additional Info:* Parts only, missing parts, not running

*Year / Make / Model:* 2005 New Holland TS100A  
*Serial Number:* ACP274153  
*Hours:* Unknown  
*Additional Info:* Parts only, major leaks, not running

*Year / Make / Model:* 2001 New Holland Backhoe LB75  
*Serial Number:* 31028279  
*Hours:* 8,135  
*Additional Info:* Rust damage, minor leaks, high hours

*Year / Make / Model:* 2003 New Holland Tractor  
*Serial Number:* 198793B  
*Hours:* 7,727  
*Additional Info:* Minor leaks, high hours

*Year / Make / Model:* 2006 Alamo Mower Deck  
*Serial Number:* BA50-01648  
*Hours:* 7,727  
*Additional Info:* On 2003 New Holland Tractor (above)

*Year / Make / Model:* 2003 New Holland Tractor  
*Serial Number:* 2M178  
*Hours:* 8,373  
*Additional Info:* Parts only, major leaks, not running

*Year / Make / Model:* 2003 Diamond Mower Deck  
*Serial Number:* 1573  
*Hours:* 8,373  
*Additional Info:* On 2003 New Holland Tractor (above)

*Year / Make / Model:* 2003 New Holland Tractor  
*Serial Number:* 196420B  
*Hours:* 6,321  
*Additional Info:* Parts only, major leaks, not running

*Year / Make / Model:* 2003 Diamond Mower Deck  
*Serial Number:* 1572  
*Hours:* 6,321  
*Additional Info:* On 2003 New Holland Tractor (above)

*Year / Make / Model:* Olathe Chipper  
*Serial Number:* 986655  
*Hours:* 1,167  
*Additional Info:* Operational when last parked in 2021

*Year / Make / Model:* 1998 New Holland Backhoe 555E  
*Serial Number:* 31996635  
*Hours:* 10,067  
*Additional Info:* Rust damage, minor leaks, high hours

*Year / Make / Model:* Olathe Chipper  
*Serial Number:* 986656  
*Hours:* 628  
*Additional Info:* Operational when last parked in 2021

*Year / Make / Model:* 1986 Chevrolet GD3 (transferred from Bd of Education)  
*VIN:* 1GCGD34J4HF300415  
*Mileage:* 21,150  
*Additional Info:* Parts only, rust damage, body damage, not running

*Year / Make / Model:* 1995 Miller Bobcat Welder 225G  
*Serial Number:* KF780394  
*Additional Info:* Not used since 2015

*Year / Make / Model:* 1987 International Dump Truck  
*VIN:* 1HTLDTVN7HH494462  
*Mileage:* Unknown  
*Additional Info:* Parts only, no motor, rust damage, missing parts

*Year / Make / Model:* 1987 International Dump Truck  
*VIN:* 1HTLDTVN9HH494463  
*Mileage:* 329,262  
*Additional Info:* Rust damage, body damage

*Year / Make / Model:* 1987 International Dump Truck  
*VIN:* 1HTLDTVDHH494464  
*Mileage:* 341,819  
*Additional Info:* Parts only, rust damage, body damage, not running

*Year / Make / Model:* 1989 Flat Trailer 2 Axle (spare)  
*VIN:* 1W9F252T2K1012187  
*Additional Info:* Frame damage, deck boards missing

*Year / Make / Model:* Wheel Dolly  
*Serial Number:* Unknown  
*Additional Info:* None

*Year / Make / Model:* 1990 GMC Dump Truck  
*VIN:* 1GDP7H1J2LJ608256  
*Mileage:* 352,311  
*Additional Info:* Body damage, rust damage, minor fluid leaks, major air leaks

*Year / Make / Model:* 1990 GMC Dump Truck  
*VIN:* 1GDP7H1J1LJ608104  
*Mileage:* 432,538  
*Additional Info:* Body damage, rust damage, minor leaks

*Year / Make / Model:* 1994 Tagalong Trailer PH2522DT  
*VIN:* 1B9D2522R1118621  
*Additional Info:* Frame damage, deck boards missing

*Year / Make / Model:* 1994 Vermeer Brush Chipper 1250BC  
*Serial Number:* 1VRC1413R01004275  
*Hours:* 2,663  
*Additional Info:* Operational when last parked in 2021

*Year / Make / Model:* 1996 Viking Transmission Jack 3180  
*Serial Number:* Unknown  
*Hours:* Unknown  
*Additional Info:* None

*Year / Make / Model:* 2006 GMC 2KH 4D  
*VIN:* 1GTHK29U56E249677  
*Mileage:* 278,533  
*Additional Info:* Parts only, body damage, rust damage, frame damage

*Year / Make / Model:* 2006 GMC 2KH 4D  
*VIN:* 1GTHK29U76E250412  
*Mileage:* 245,259  
*Additional Info:* Parts only, body damage, rust damage, frame damage

**Department: Highway Department**

*Year / Make / Model:* Alamo Mower  
*Additional Info:* None

*Year / Make / Model:* 2010 Buyers Saltdogg TG507  
*Serial Number:* 2010

*Year / Make / Model:* 1982 Terrain King Rotary Ditcher  
*Serial Number:* 39483

*Year / Make / Model:* 2021 BG 86 Handheld Blower  
*Serial Number:* 526388526

*Year / Make / Model:* 2000 Solar Battery Charger  
*Serial Number:* 325-200  
*Additional Information:* Located at old shop / could not move

*Year / Make / Model:* 2015 Alamo Ditcher  
*Serial Number:* BDIT-04404

*Year / Make / Model:* 2011 Terrain King Versa Ditcher Head  
*Serial Number:* 44874  
*Additional Info:* On 2015 Alamo Ditcher (above)

*Item:* 2010 Scotsman Prodigy Ice Maker B330P  
*Serial Number:* 10021320012875

*Year / Make / Model:* 2012 Buyers Saltdogg TGS07 Spreader  
*Serial Number:* 3154

*Year / Make / Model:* 2005 Alamo Ditcher Head  
*Serial Number:* VDIT 04467

*Year / Make / Model:* 2001 Stihl 14" Chainsaw  
*Serial Number:* 251225059

*Year / Make / Model:* 2008 Stihl 18" and 24" Chainsaw  
*Serial Number:* 167206784

*Year / Make / Model:* 1997 Alamo Versa Ditcher  
*Serial Number:* 3335

*Item:* 3 Ton L-80 Chain Hoist  
*Additional Information:* Located at old shop / could not move

*Budget Vote (12/09/2024):* 5 Yes 0 No 0 Absent

*Funding Source:* None

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

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

- A) Mayor's signature on Resolution requesting the 114th session of the TN General Assembly to allocate one half of the real estate transfer tax to the County, where the tax was collected, on a recurring basis
- B) Mayor's signature on Memorandum of Understanding between Cheatham County Sheriff and Heritage Health Solutions
- C) Mayor's signature on Joshua Wright contract for the Health Department (pending attorney approval)
- D) Mayor's signature on Virtual Academy Solution Agreement
- E) Mayor's signature on Andrews Technology custom timesheet software 5-year renewal
- F) Mayor's signature on Resolution of support to defeat school vouchers as proposed in the Tennessee State Legislature

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 15.

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 Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr. to approve the following:

- 1. Reappointment of B.J. Hudspeth and Tim Binkley to the E-911 Board
- 2. Reappointment of Pam Jenkins and Don Cochran to the Ashland City Port Authority
- 3. Reappointment of John Werne to the Cheatham County Planning Commission

Motion approved by voice vote. See Resolution 16.

#### OTHER COUNTY OFFICIALS

COUNTY CLERK – MS. ABBY SHORT: County Commissioner Oath of Office is on file in the Clerk's office. Emergency Communications District Official Bond is on file in the Clerk's office. Certified Election Results are on file in the Clerk's office.

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee's monthly reports were included in the packet.

SHERIFF – MR. TIM BINKLEY: Sheriff's report was included in the packet.



SCHOOL BOARD – DR. CATHY BECK: Dr. Cathy Beck thanked the Commission for passing the Resolution against the Governors proposed School Voucher Legislation. Dr. Cathy Beck invited everyone to the Board Retreat on February 1, 2025. Dr. Cathy Beck wished everyone a Merry Christmas.

COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUSS: Ms. Sierra Knauss announced they have a new Ag agent, Nick Waynick. Extension highlights were included in the packet.

STANDING COMMITTEES

BEER BOARD: Ms. Diana Lovell stated they did meet. Ms. Diana Lovell stated they approved a beer permit for Ronak Patel at Quickmart on Highway 12 and explained the Responsible Vendor Program to Mr. Patel.

EMERGENCY SERVICES: Mr. B.J. Hudspeth stated that one of his crews were recognized by Skyline for their exceptional service on a medical call.

CAPITAL IMPROVEMENTS: Capital Improvements recommended, motion was made by Mr. Calton Blacker, seconded by Mr. Bill Powers to approve the gate repair at the Sheriff’s office in the amount of \$9,380.00.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 17.

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

Capital Improvements recommended, motion was made by Mr. Calton Blacker, seconded by Ms. Diana Lovell to approve the repainting of the Kingston Springs EMS station in the amount of \$4,100.00.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 18.

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

Capital Improvements recommended, motion was made by Mr. Calton Blacker, seconded by Mr. B.J. Hudspeth to approve roof repairs at the Courthouse in the amount of \$29,041.20.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 19.

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

CALENDAR, RULES AND NOMINATING: Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Mr. B.J. Hudspeth to approve the appointment of Randy Noe and Melissa Riley to the UT Extension Ag Committee for a term beginning 01/01/2025 and ending 12/31/2027.

Motion approved by voice vote. See Resolution 20.

Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Mr. Eugene O. Evans, Sr. to approve the appointment of Larry Nash to the Zoning Appeals Board for a term beginning 01/01/2025 and ending 12/31/2028.

Motion approved by voice vote. See Resolution 21.

Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Mr. Walter Weakley to present a plaque to Loretta for retiring from the K-9 Unit.

Motion approved by voice vote. See Resolution 22.

Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to recognize Lt. Shannon Heflin and Agent Paul Ivey for assisting with the plane crash off of Chapmansboro Road.

Motion approved by voice vote. See Resolution 23.

Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Mr. Bill Powers to recognize Ms. Julie Hibbs for her years of service as Court Clerk.

Motion approved by voice vote. See Resolution 24.

Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Mr. James Hedgepath to recognize Ms. Teresa Gupton for her years of service as County Clerk.

Motion approved by voice vote. See Resolution 25.

Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Mr. B.J. Hudspeth to recognize the Cheatham County Emergency Medical Services, Hannah Smith, and Paisley Godfrey for their hard work and dedication.

Motion approved by voice vote. See Resolution 26.

ROAD AND BRIDGE COMMITTEE: Road and Bridge Committee recommended, motion was made by Mr. Walter Weakley, seconded by Mr. James Hedgepath to reduce the speed limit on Narrows of the Harpeth from 40 (forty) miles per hour to 30 (thirty) miles per hour.

Motion approved by voice vote. See Resolution 27.

CONSENT CALENDAR

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

Notaries

*Gena Lynn Batts*  
*Craig Hooks*  
*Sandy R. Taylor*  
*Jaylene M. Young*

*Jonathan Carlos Carrera-Perry*  
*Joheidi Lipscomb*  
*Deborah K. Thompson*

*William S. Decker*  
*John P. Morrow*  
*Amy Upchurch*

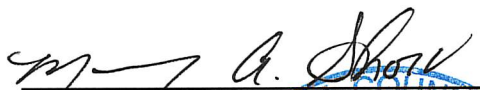
Motion approved by voice vote. See Resolution 28.

ANNOUNCEMENTS AND STATEMENTS

Ms. Diana Lovell announced the Holiday dinner will be held at the February meeting and that the Jail tour is January 27, 2025 at 4:30 P.M. prior to the Commission meeting.

Motion was made by Mr. Bill Powers, seconded by Mr. Walter Weakley to adjourn at 6:59 P.M.

Motion approved by voice vote. See Resolution 29.

  
County Clerk

  
Legislative Body Chairman



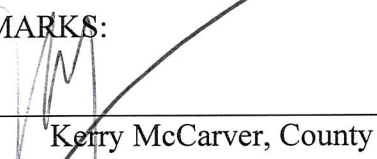
RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: December 16, 2024  
MOTION BY:  
SECONDED BY:  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 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

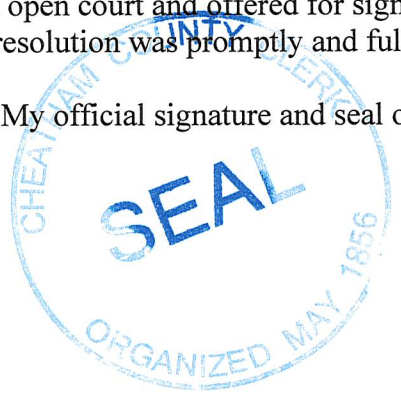
CHEATHAM COUNTY MAYOR'S REMARKS:

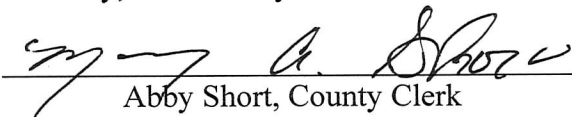
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



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

RESOLUTION: 2  
RESOLUTION TITLE: To Approve Agenda As Amended  
DATE: December 16, 2024  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

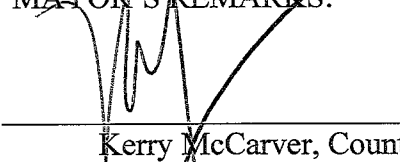
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the December 16, 2024 Legislative Body meeting is approved as amended by removing/changing the following:

- 1. Remove Item 3 under Building Department
- 2. Change Item 4 title under Budget to read "Budget Amendments-General Capital Projects"
- 3. Remove the 3 amendments on page 7 of the Budget section for \$570,198.00, \$570,198.00, and \$250,000.00

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 20<sup>th</sup> day of December 2024.

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



RESOLUTION: 3  
RESOLUTION TITLE: To Approve Minutes  
DATE: December 16, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Bill Powers

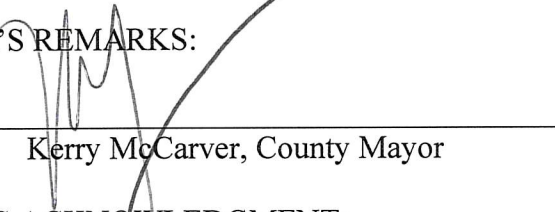
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the November 18, 2024 Regular Session Legislative Body Meeting is 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

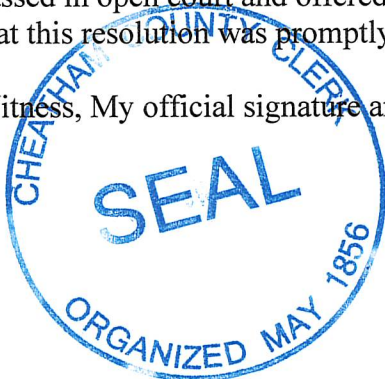
CHEATHAM COUNTY MAYOR'S REMARKS:

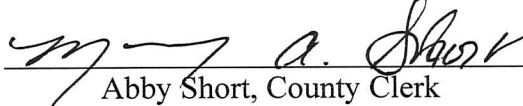
  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



  
Abby Short, County Clerk



RESOLUTION: 4

RESOLUTION TITLE: To Approve The Zone Change Request For Troy Pennington From E1 To R1 For Map 28J, Group A, Parcel 9

DATE: December 16, 2024

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Bill Powers


COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Troy Pennington from E1 to R1 for Map 28J, Group A, Parcel 9. Property is located 1149 Pleasant Valley Rd., in the 4<sup>th</sup> Voting District and is not 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

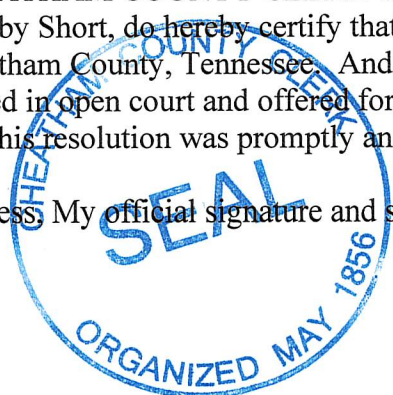
CHEATHAM COUNTY MAYOR'S REMARKS:


  
 \_\_\_\_\_  
 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 20<sup>th</sup> day of December 2024.



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



RESOLUTION: 5  
RESOLUTION TITLE: To Approve The Zone Change Request For Amanda Bell From R1 To R2 For Map 26, Parcel 10  
DATE: December 16, 2024  
MOTION BY: Mr. Randy Noe  
SECONDED BY: Mr. Calton Blacker


COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Amanda Bell from R1 to R2 for Map 26, Parcel 10. Property is located at Jess Harris & Sweethome Rd., in the 2<sup>nd</sup> Voting District, and is not 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

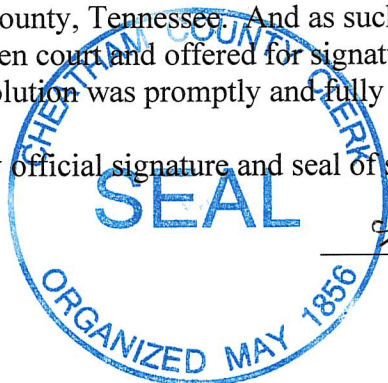
CHEATHAM COUNTY MAYOR'S REMARKS:

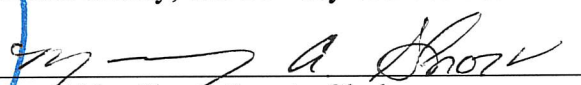
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



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

RESOLUTION: 6

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

DATE: December 16, 2024

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 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

Judge Maxey is requesting to start his newly hired Recovery Court Director from the salary study starting pay up to level 2. The annual salary for a Recovery Court Director for a full year at each level:

Recovery Court Director START PAY:	\$66,662.00
Recovery Court Director LEVEL 2 PAY:	\$69,306.00

**Recovery Court Director LEVEL 2 PAY (requested by Judge Maxey)**

**Drug Court (Recovery Court)**

101 – 53330 – 162	Clerical Personnel	\$37,318.68
101 – 53330 – 105	Supervisor/Director	\$37,318.68

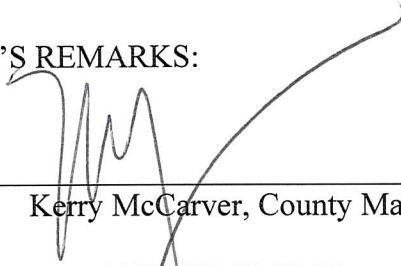
*Transfer unused budgeted funds to cover a full-time Recovery Court Director instead of a full-time Clerk hired December 2, 2024 at level 2 pay (\$58,000.00 currently budgeted for a full year)*

*Budget Vote (12/09/2024): 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:

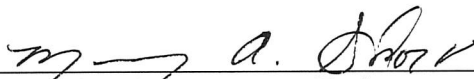


\_\_\_\_\_  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.

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

RESOLUTION: 7  
RESOLUTION TITLE: To Implement A Salary Increase For Elected Officials  
DATE: December 16, 2024  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

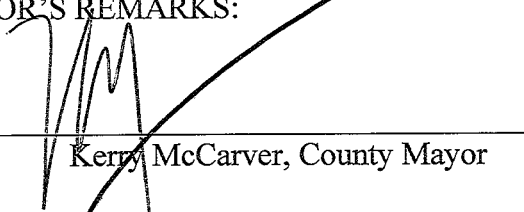
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to implement a salary increase for Elected Officials effective July 1, 2025 to increase their pay from the Minimum Salary Scale set by the State of Tennessee to one population class above Cheatham County's most current population (population is determined by the most current ten-year census).

*Budget Vote as Amended (12/09/2024): 4 Yes 0 No 0 Absent 1 Abstain  
Funding Source: County General and Highway Funds*

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

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

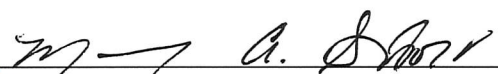
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 20<sup>th</sup> day of December 2024.

  
Abby Short, County Clerk



RESOLUTION: 8

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

DATE: December 16, 2024

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 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

**NOTE: The following amendments are to move funds from a reserve for purchases in the 2024-2025 fiscal year**

**Jail**

101 – 34625 – 04	Committed for Public Safety	\$300,000.00
101 – 54210 – 340	Medical and Dental Services	\$300,000.00

*Transfer funds from the Jail’s Unused Inmate Medical Reserve to cover additional funding needed for FY2024-2025 inmate medical expenses*

**Veterans' Services**

101 – 34645 – 01	Committed for Other Operations	\$380.48
101 – 58300 – 121	Data Processing Personnel	\$380.48

*Transfer funds from VSO Reserve to cover funds needed for current fiscal year 2024-2025*

**NOTE: Other amendments**

**Election Commission**

101 – 43350	Copy Fees	\$600.00
101 – 51500 – 524	In Service/Staff Development	\$600.00

*Transfer Copy Fees collected for voter print outs and CDs provided by the Election Commission back to their budget for in service training*

**Election Commission**

101 – 39000	Unassigned	\$43,191.26
101 – 51500 – 193	Election Workers	\$43,191.26

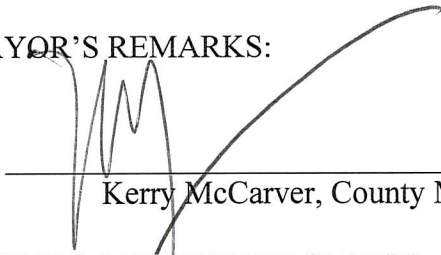
*Transfer funds from County General fund balance to cover a shortage for Election Worker pay. The Election Office requested funding for Election Workers for the November Election, but did not include funding for the August Election.*

*Budget Vote (12/09/2024): 5 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:


  
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 20<sup>th</sup> day of December 2024.



  
Abby Short, County Clerk

RESOLUTION: 9

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

DATE: December 16, 2024

MOTION BY: Mr. Mike Breedlove

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Capital Projects Fund:

**General Administration Projects**

171 – 34575	Restricted for Capital Outlay	\$36,710.55
171 – 91110 – 799	Other Capital Outlay	\$36,710.55

*Transfer funds from General Capital Projects fund balance to add funding for the Kingston Spring EMS station wall painting and repairs (\$12,100.00 – will be in Capital Improvements section), to add an electric gate at the Sheriff’s Department (\$9,380.00 – will be in Capital Improvements section), and to add an additional \$25,000.00 for future potential projects through June 30, 2025*

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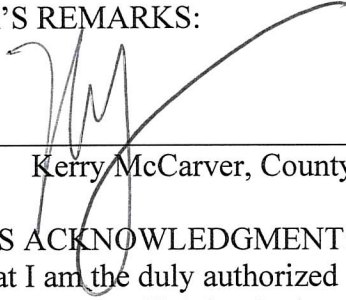
*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent  
Funding Source: Various*

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:

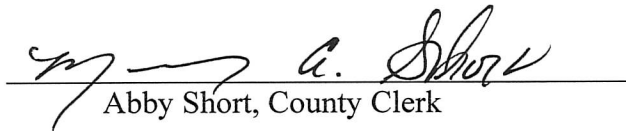


Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



Abby Short, County Clerk



RESOLUTION: 10

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

DATE: December 16, 2024

MOTION BY: Mr. James Hedgepath

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

**Transfer Stations**

116 – 34530	Restricted for Public Health and Welfare	\$15,674.96
116 – 55733 – 790	Other Equipment	\$15,674.96

*Transfer funds from Solid Waste Fund Balance to purchase a 2025 Kawasaki ATV for the Transfer Station*

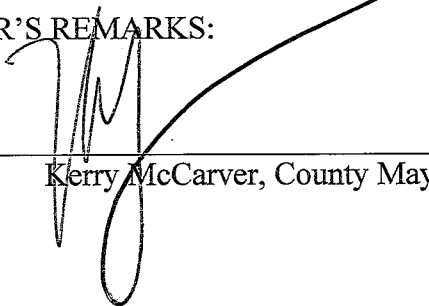
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*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Solid Waste Fund Balance*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



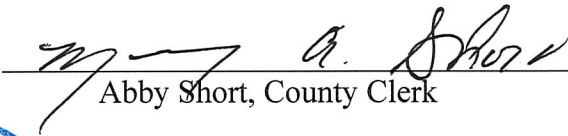

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Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 20<sup>th</sup> day of December 2024.

  
Abby Short, County Clerk



RESOLUTION: 11

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Solid Waste Fund, Highway Fund, And County General Fund

DATE: December 16, 2024

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste Fund, Highway Fund, and County General Fund:

**County General Budget Amendments**

101 – 39000	Unassigned	\$538.25
101 – 99100 – 590	Transfers to Other Funds	\$538.25

*Transfer funds from County General Fund Balance to give employee salary supplement to one additional part-time employee hired at Solid Waste before November 1, 2024 deadline.*

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**Solid Waste Budget Amendments**

116 – 49800	Transfers In	\$538.25
116 – 58900 – 140	Salary Supplement	\$500.00
116 – 58600 – 201	Social Security	\$38.25

*Transfer funds from County General Fund Balance to give one additional employee the salary supplements. The employee was hired at Solid Waste prior to November 1, 2024 deadline.*

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**Highway Budget Amendments**

131 – 61000 – 140	Salary Supplement	\$2,000.00
131 – 66000 – 201	Social Security	\$153.00
131 – 66000 – 204	Pensions (Retirement)	\$125.00
131 – 99100 – 590	Transfers to Other Funds	\$2,278.00

*Transfer unused funds back to County General from employee salary supplements. There were two open positions that were not filled by the November 1, 2024 deadline therefore the funds were not paid out.*

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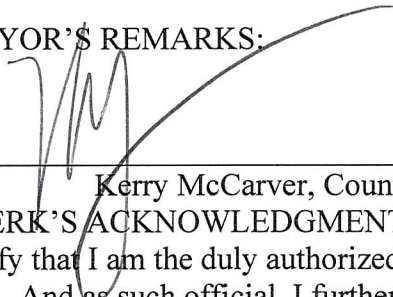
*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent*

*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:



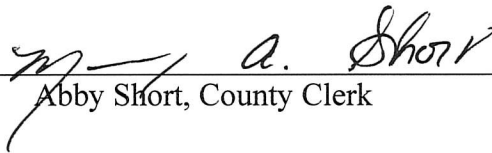
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



  
Abby Short, County Clerk

RESOLUTION: 12  
RESOLUTION TITLE: To Authorize The Following Surplus Items For Other Capital  
Projects – Vehicles Fund  
DATE: December 16, 2024  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, and receipt proceeds of sale to Other Capital Projects – Vehicles Fund: 178-44530 (Sale of Equipment):

**Department: Sheriff's Department**

Year / Make / Model: 2017 Dodge Journey Van  
VIN: 3C4PDCAB3HT560226  
Mileage: 80,093

Year/ Make/ Model: 2016 Ford Interceptor  
VIN: 1FM5K8AR9GGC37207  
Mileage: 146,480

Year/ Make/ Model: 2017 Dodge Charger  
VIN: 2C3CDXKT2HH624041  
Mileage: 152,866

Year / Make / Model: 2017 Dodge Charger  
VIN: 2C3CDXKT4HH624039  
Mileage: 124,925

Year / Make / Model: 2013 Dodge Charger  
VIN: 2C3CDXAT6DH586261  
Mileage: 144,521

Year / Make / Model: 2017 Rogers Tandem Trailer with cage  
VIN: 7GRN214E3HZ001598

*Once approved for surplus, vehicles will be sold at auction.*

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**Surplus – Other Capital Projects – Vehicles (continued)**

**Department: Sheriff's Department**

Year / Make / Model: 2020 Ford Explorer Police Interceptor

VIN: 1FM5K8AB4LGC13443

Mileage: 68,914

*Vehicle was totaled and surrendered to the insurance company as part of the claim*

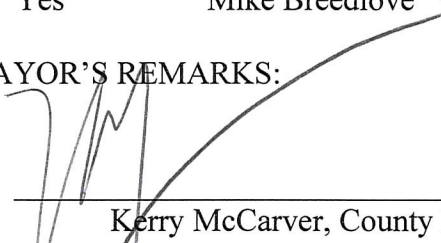
*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent*

*Funding Source: None*

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 20<sup>th</sup> day of December 2024.


---

Abby Short, County Clerk

RESOLUTION: 13  
RESOLUTION TITLE: To Authorize The Following Surplus Items For Drug Control Fund  
DATE: December 16, 2024  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Ms. Diana Lovell

**COMPLETED RESOLUTION:**

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be sold or disposed of , and receipt proceeds of sale to Drug Control Fund: 122-44530 (Sale of Equipment):

**Department: Sheriff's Department**

Year / Make / Model: 2007 GMC Pickup Truck  
VIN: 1GTEC19C57Z520698  
Mileage: 223,798

*Once approved for surplus, vehicle will be sold at auction.*

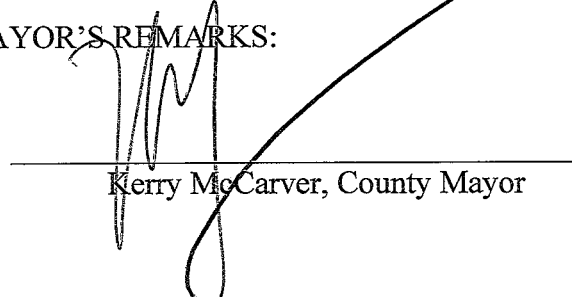
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*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent  
Funding Source: None*

**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 20<sup>th</sup> day of December 2024.



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

RESOLUTION: 14  
RESOLUTION TITLE: To Authorize The Following Surplus Items For Highway/Public Works Fund  
DATE: December 16, 2024  
MOTION BY: Mr. B.J. Hudspeth  
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be sold or disposed of, and receipt proceeds of sale to Highway/Public Works Fund: 131-44530 (Sale of Equipment):

---

**Department: Highway Department**

Year / Make / Model: 2005 Chevrolet Extended Cab Pickup Truck  
VIN: 1GCEK19Z85Z238415  
Mileage: 270,872  
Additional Info: Rust damage, gauge cluster non-functional, body damage

Year / Make / Model: 1999 GMC Pickup Truck  
VIN: 1GTEK14TXXE526496  
Mileage: 289,677  
Additional Info: Rust damage, needs tune-up

Year / Make / Model: 1992 GMC Sierra Pickup Truck  
VIN: 1GTEC14KXNZ542479  
Mileage: 297,838  
Additional Info: Rust damage, body damage

Year / Make / Model: 1984 Chevrolet 4WD Pickup Truck (transferred from Solid Waste)  
VIN: 1GCGD34J6FF400612  
Mileage: 60,806  
Additional Info: Rust damage, body damage, parts only, not running

Year / Make / Model: 2005 Ford F-350 (transferred from EMS)  
VIN: 1FDWF36P15ED07715  
Mileage: 178,608  
Additional Info: Body damage, needs tune-up, dump bed

**Surplus – Highway/Public Works (continued)**

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Year / Make / Model: 1978 Cat Grader 140G  
Serial Number: 72V2202  
Hours: Unknown  
Additional Info: Parts only, missing parts, not running

Year / Make / Model: 2005 New Holland TS100A  
Serial Number: ACP274153  
Hours: Unknown  
Additional Info: Parts only, major leaks, not running

Year / Make / Model: 2001 New Holland Backhoe LB75  
Serial Number: 31028279  
Hours: 8,135  
Additional Info: Rust damage, minor leaks, high hours

Year / Make / Model: 2003 New Holland Tractor  
Serial Number: 198793B  
Hours: 7,727  
Additional Info: Minor leaks, high hours

Year / Make / Model: 2006 Alamo Mower Deck  
Serial Number: BA50-01648  
Hours: 7,727  
Additional Info: On 2003 New Holland Tractor (above)

Year / Make / Model: 2003 New Holland Tractor  
Serial Number: 2M178  
Hours: 8,373  
Additional Info: Parts only, major leaks, not running

Year / Make / Model: 2003 Diamond Mower Deck  
Serial Number: 1573  
Hours: 8,373  
Additional Info: On 2003 New Holland Tractor (above)

Year / Make / Model: 2003 New Holland Tractor  
Serial Number: 196420B  
Hours: 6,321  
Additional Info: Parts only, major leaks, not running

Year / Make / Model: 2003 Diamond Mower Deck  
Serial Number: 1572  
Hours: 6,321  
Additional Info: On 2003 New Holland Tractor (above)

## Surplus – Highway/Public Works (continued)

---

Year / Make / Model: Olathe Chipper  
Serial Number: 986655  
Hours: 1,167  
Additional Info: Operational when last parked in 2021

Year / Make / Model: 1998 New Holland Backhoe 555E  
Serial Number: 31996635  
Hours: 10,067  
Additional Info: Rust damage, minor leaks, high hours

Year / Make / Model: Olathe Chipper  
Serial Number: 986656  
Hours: 628  
Additional Info: Operational when last parked in 2021

Year / Make / Model: 1986 Chevrolet GD3 (transferred from Bd of Education)  
VIN: 1GCGD34J4HF300415  
Mileage: 21,150  
Additional Info: Parts only, rust damage, body damage, not running

Year / Make / Model: 1995 Miller Bobcat Welder 225G  
Serial Number: KF780394  
Additional Info: Not used since 2015

Year / Make / Model: 1987 International Dump Truck  
VIN: 1HTLDTVN7HH494462  
Mileage: Unknown  
Additional Info: Parts only, no motor, rust damage, missing parts

Year / Make / Model: 1987 International Dump Truck  
VIN: 1HTLDTVN9HH494463  
Mileage: 329,262  
Additional Info: Rust damage, body damage

Year / Make / Model: 1987 International Dump Truck  
VIN: 1HTLDTVDHH494464  
Mileage: 341,819  
Additional Info: Parts only, rust damage, body damage, not running

Year / Make / Model: 1989 Flat Trailer 2 Axle (spare)  
VIN: 1W9F252T2K1012187  
Additional Info: Frame damage, deck boards missing

Year / Make / Model: Wheel Dolly  
Serial Number: Unknown  
Additional Info: None

**Surplus – Highway/Public Works (continued)**

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Year / Make / Model: 1990 GMC Dump Truck  
VIN: 1GDP7H1J2LJ608256  
Mileage: 352,311  
Additional Info: Body damage, rust damage, minor fluid leaks, major air leaks

Year / Make / Model: 1990 GMC Dump Truck  
VIN: 1GDP7H1J1LJ608104  
Mileage: 432,538  
Additional Info: Body damage, rust damage, minor leaks

Year / Make / Model: 1994 Tagalong Trailer PH2522DT  
VIN: 1B9D2522R1118621  
Additional Info: Frame damage, deck boards missing

Year / Make / Model: 1994 Vermeer Brush Chipper 1250BC  
Serial Number: 1VRC1413R01004275  
Hours: 2,663  
Additional Info: Operational when last parked in 2021

Year / Make / Model: 1996 Viking Transmission Jack 3180  
Serial Number: Unknown  
Hours: Unknown  
Additional Info: None

Year / Make / Model: 2006 GMC 2KH 4D  
VIN: 1GTHK29U56E249677  
Mileage: 278,533  
Additional Info: Parts only, body damage, rust damage, frame damage

Year / Make / Model: 2006 GMC 2KH 4D  
VIN: 1GTHK29U76E250412  
Mileage: 245,259  
Additional Info: Parts only, body damage, rust damage, frame damage

*Once approved for surplus, all 31 items will be sold at auction or disposed of if not sold.*

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**Surplus – Highway/Public Works (continued)**

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**Department: Highway Department**

Year / Make / Model: Alamo Mower  
Additional Info: None

Year / Make / Model: 2010 Buyers Saltdogg TG507  
Serial Number: 2010

**Surplus – Highway/Public Works (continued)**

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Year / Make / Model: 1982 Terrain King Rotary Ditcher  
Serial Number: 39483

Year / Make / Model: 2021 BG 86 Handheld Blower  
Serial Number: 526388526

Year / Make / Model: 2000 Solar Battery Charger  
Serial Number: 325-200  
Additional Information: Located at old shop / could not move

Year / Make / Model: 2015 Alamo Ditcher  
Serial Number: BDIT-04404

Year / Make / Model: 2011 Terrain King Versa Ditcher Head  
Serial Number: 44874  
Additional Info: On 2015 Alamo Ditcher (above)

Item: 2010 Scotsman Prodigy Ice Maker B330P  
Serial Number: 10021320012875

Year / Make / Model: 2012 Buyers Saltdogg TGS07 Spreader  
Serial Number: 3154

Year / Make / Model: 2005 Alamo Ditcher Head  
Serial Number: VDIT 04467

Year / Make / Model: 2001 Stihl 14" Chainsaw  
Serial Number: 251225059

Year / Make / Model: 2008 Stihl 18" and 24" Chainsaw  
Serial Number: 167206784

Year / Make / Model: 1997 Alamo Versa Ditcher  
Serial Number: 3335  
Item: 3 Ton L-80 Chain Hoist  
Additional Information: Located at old shop / could not move

*Once approved for surplus, all 14 items will be sold as scrap or disposed of.*

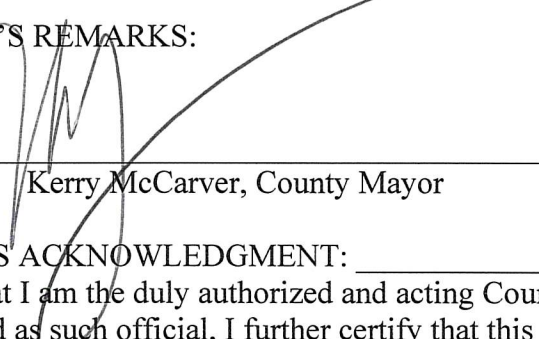
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*Budget Vote (12/09/2024): 5 Yes 0 No 0 Absent  
Funding Source: None*

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

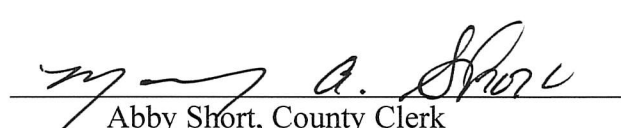
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 20<sup>th</sup> day of December 2024.

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



RESOLUTION: 15 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On Resolution Requesting The 114<sup>th</sup> Session Of The TN General Assembly To Allocate One Half Of The Real Estate Transfer Tax To The County, Where The Tax Was Collected, On A Recurring Basis

DATE: December 16, 2024

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, for many years, the State of Tennessee has imposed a tax of \$0.37 per \$100 of value for the privilege of publicly recording documents evidencing all transfers of realty, whether by deed, court deed, decree, partition deed, or other instrument evidencing transfer of any interest in real estate; and

WHEREAS, although this tax is collected locally, it is currently remitted to the State and the revenue is not made available for use by local officials to address needs in the community where the tax is collected; and

WHEREAS, county governments have few revenue options available to them for funding the many crucial governmental services mandated by state law and are therefore largely dependent upon property tax to fund these services; and

WHEREAS, county governments have been fiscally disciplined, allowing Tennessee to remain a low property tax burden state; however, county budgets are increasingly strained by factors such as inflation, challenges in recruiting and retaining qualified staff, and requirements to meet state mandates like increasing teacher compensation; and

WHEREAS, many counties are experiencing rapid population growth as families are choosing to move to Tennessee and settle in its communities, adding to the demand for county services and infrastructure which are necessary to maintain the quality of life all Tennesseans expect and deserve; and

WHEREAS, as the State continues to experience revenue collections in excess of budgeted estimates, allocating one half of the real estate transfer tax on a recurring basis to the county where collected would take pressure off local property taxes and allow for investment in infrastructure and services without unduly burdening state finances and without increasing the rate of this tax;

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:



The Count of Cheatham hereby requests that one half of the tax collected pursuant to *Tennessee Code Annotated* § 67-4-409 be shared with the County where collected on a recurring basis.

BE IT FURTHER RESOLVED:

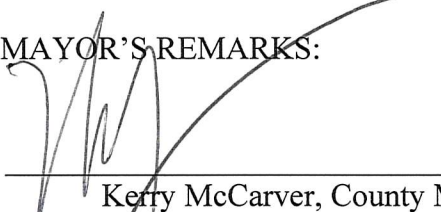
That the Chairman of this County legislative body and the County Clerk certify and forward this resolution to the members of the Tennessee General Assembly representing this County.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
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 20<sup>th</sup> day of December 2024.





---

Abby Short, County Clerk

RESOLUTION: 15 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On Memorandum Of Understanding Between Cheatham County Sheriff And Heritage Health Solutions

DATE: December 16, 2024

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

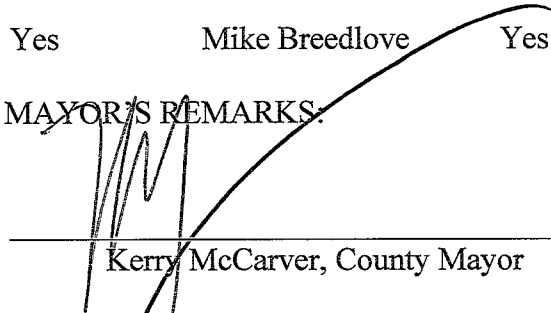
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Memorandum of Understanding between Cheatham County Sheriff and Heritage Health Solutions is approved.

*A copy of the MOU 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 20<sup>th</sup> day of December 2024.

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



## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU" or "Memorandum") is entered into on \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between Heritage Health Solutions, Inc., located at 750 Canyon Dr., Suite 120, Coppell, TX 75019 ("Heritage"), and Cheatham County Sheriff's Office located at 200 Court St. STE Ashland City, TN 37015 ("County"). Heritage and County may be referred to individually as the "Party," or collectively, the "Parties."

### **1. PURPOSE AND SCOPE**

The purpose of this MOU is to establish the County as a participant in a cost reduction program and to establish administrative responsibilities for each Party. The County seeks to reduce inmate medical expenses from medical providers beyond the confines of the jail. By participating in this program Heritage shall use its resources to reprice inmate medical claims for inmate medical claims the County is responsible for paying.

### **2. OBJECTIVES**

Heritage agrees to provide administrative healthcare services for the County, as described in Attachment A (the "Services") on the terms and conditions set forth in this MOU and agrees to devote all necessary time and attention to the performance of the duties specified herein. Heritage shall be responsible for medical claims administrative management services for inmates housed in the County's jail for whom the County is financially responsible.

### **3. PAYMENT**

For and in consideration of the services rendered by Heritage, the County agrees to pay Heritage for the Services listed in Attachment B. Applicable taxes and similar assessments are not included in the prices and shall be billed separately on the County's invoice. Payments are due within thirty (30) days of the invoice date by electronic funds transfer.

### **4. TERMS OF UNDERSTANDING**

The term of this Memorandum shall be for a period of one (1) year from the Effective Date and may be extended upon written mutual agreement of both Parties.

### **5. CONFIDENTIALITY**

The Parties shall treat the terms of this MOU, and any documents submitted herewith, in the strictest confidence, and that such terms shall not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

### **6. LEGAL COMPLIANCE**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

### **7. NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and addressed or delivered to the Parties below:

Heritage Health Solutions, Inc.  
750 Canyon Dr. Suite 120  
Coppell, Texas 75019  
Attn: Director, Contract Management

Cheatham County Sheriff's Office  
200 Court St. STE  
Ashland City, TN 37015  
Attn:

**8. LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

**9. NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

**10. GOVERNING LAW**

This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas.

**11. AUTHORIZED AND EXECUTION**

The signing of this Memorandum does not constitute a formal understanding, and as such it simply intends that the signatories shall reach, to the best of their abilities, the goals and objectives stated in this MOU.

In Witness Whereof, the Parties have executed this Memorandum of Understanding as of the last date written below:

**HERITAGE HEALTH SOLUTIONS, INC.**

**CHEATHAM COUNTY SHERIFF'S OFFICE**

By \_\_\_\_\_

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

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

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

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

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

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

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

## ATTACHMENT A – SERVICES

I. Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room, and Hospital Inpatient claims when residents leave the County's detention facilities for medical services that are the financial responsibility of the County.

- Heritage will be responsible for medical claims processing of all off-site medical claims.
- Heritage will negotiate with local providers to participate in our Heritage Network.
- Heritage will pay providers at our negotiated contract rates.
- Heritage will pay in-network providers within forty-five (45) calendar days of receiving a valid claim.
- Heritage will invoice the County monthly for the previous month's processed claims.
- Heritage will provide a toll-free phone line with a customer service call center.
- Heritage will provide an account manager to assist with day-to-day issues or questions.
- Heritage will confirm eligibility and authorization of service prior to payment of claims based on information supplied by the County and/or jail facility. Claims that do not meet approval requirements will be denied.
- Heritage will manage the appeals process with providers.
- For full transparency, the Heritage invoice will include the billed amount from the provider, the Medicare price, and the invoiced amount to the County.
- Heritage shall notify providers and facilities of the change in third party administrator if applicable.
- Heritage will provide a Standard Operating Procedure during the implementation phase of the Services.

### II. Invoicing:

- Monthly invoicing is based on the processed date of the claim and will reflect all claims that are processed within a given period. Once the monthly invoicing process is finalized, invoices are issued for payment. If "paid" claims are later identified as invalid, the reversal and credit for those claims will be included on the monthly invoice in which the reversal is processed. Since invoicing is based on processed date, once a period is closed, modifications to the invoice cannot be made. Any adjustments to previously processed claims will be made in subsequent periods and will be reflected on the invoice for the period the adjustment was processed.

### III. Reporting:

- Standard and Ad Hoc reporting will be provided.
- Data management and exchange including eligibility files and off-site authorization files.
- Invoices will be delivered via secure email or uploaded to our secure FTP site where the County can access them.
- As part of this service, if the County can provide a weekly off-site visit report that would make it apparent which off-site visits have been authorized, Heritage will use that information to produce a monthly accrual report. The accrual report will identify estimated costs associated with visits that have occurred, but for which claims have not yet been received. The accrual report will be delivered at the same time as the monthly invoice.
- Heritage will include a monthly claim detailed report with each monthly invoice that indicates the processed claims during that check cycle.
- The monthly claim detail report will include all processed claims paid in the claim cycle with supporting details including:
  - Claim Number • Member DOB • Primary Diagnosis • Billed Amount
  - Member Name • Provider Name • Diagnosis Description • Invoice Amount
  - Member ID • Provider Tax ID • Date(s) of service

## ATTACHMENT B – FEE SCHEDULE

Heritage will adjudicate and pay all the medical claims that occur outside the jail for the County. Heritage will negotiate, in good faith, with providers, to secure and maintain a comprehensive, countywide medical preferred provider network ("PPN") to provide accessible offsite inpatient and outpatient healthcare to County inmates.

Processing Fee per claim:

- Fully Processed and Denials ..... \$20.00

All claims will be invoiced at 205% of the Medicare Allowable Amount as of the date of service. County shall reimburse Heritage at the invoiced amount for all claims in addition to the processing fee referenced above

Exceptions to invoiced amounts referenced above:

- Critical Access Hospitals ("CAH") will be reimbursed according to the rate in place with the Centers for Medicare and Medicaid Services ("CMS"). If the reimbursement rate to the hospital is greater than the invoice amount to County, the rate will be passed through to the County;
- If any state mandates a reimbursement rate that is greater than the invoice amount, the rate will be passed through to the County;
- For select providers that will not accept the applicable Medicare or Medicaid pricing, rates paid will be passed through to the County.

Heritage will process, pay, and invoice the County for Run-Out claims for up to six (6) months after the termination date as mutually agreed to at the time of termination.

RESOLUTION: 15 (C)  
RESOLUTION TITLE: To Approve Mayor's Signature On Joshua Wright Contract For The Health Department  
DATE: December 16, 2024  
MOTION BY: Mr. Chris Gilmore  
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

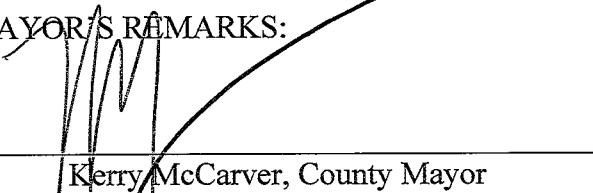
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Joshua Wright contract for the Health Department 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 20<sup>th</sup> day of December 2024.

  
\_\_\_\_\_  
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 Ninth day of December in the year Two thousand twenty four

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

**BETWEEN** the Owner:

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

Cheatham County Tennessee Government  
The Honorable Mayor Kerry McCarver  
350 Frey Street  
Ashland City, Tennessee 37015

and the Contractor:

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

RT Builders  
Benjamin Harwood  
107 Ervin Drive  
Carthage, Tennessee 37030

for the following Project:

*(Name, location and detailed description)*

Renovations for The Cheatham County Health Department  
162 County Services Drive Road, Ashland City, Tennessee 37015

The Architect:

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

Joshua A Wright Architect  
8061 Highway 41A  
Cedar Hill, Tennessee 37032  
Cheatham County

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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.

init.

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.)*

Int.

Not later than one hundred fifty (150) calendar days from the date of commencement of the Work.

By the following date:

§ 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 four hundred and seven thousand nine hundred (\$ 407,900.00), 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
Add Alternate #1	\$112,600.00
Add Alternate #2	\$70,000.00
Add Alternate #3	\$143,000.00

§ 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
Not Applicable		

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

Item	Price
Allowance #1-Roof Framing Repair	\$20,000.00
Allowance #2-Front Entry	\$30,000.00
Allowance #3-Asphalt Patching	\$10,000.00

§ 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)
Not Applicable		

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

\$200.00 per day past the date of substantial completion

§ 4.6 Other:

(insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

int.

## 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 month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the tenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth day of the next 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.)*

init.

Five Percent

§ 5.1.7.1.4 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

§ 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.)

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.)

Not Applicable

§ 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 % five percent

### 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.)

int.

**§ 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.)

Contractor shall be entitled to payment in accordance with article 14 of AIA Document A201-2017. The Contractor will not receive any additional termination fee.

**§ 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  
Cheatham County Tennessee Government  
350 Frey Street  
Ashland City, Tennessee 37015

**§ 8.3** The Contractor's representative:  
(Name, address, email address, and other information)

Benjamin Harwood  
RT Builders  
107 Ervin Drive  
Carrhage, Tennessee 37030

Int.

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§ 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.)*

Not Applicable

§ 8.7 Other provisions:

Not Applicable

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

Not Applicable

- .5 Drawings

Number	Title	Date
T1	Title Sheet	2.20.24
T2	Scope of the Work	2.20.24
A1.1	Schematic Site Plan	2.20.24
A2.1	Demolition Plan	2.20.24
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A3.1.6	Fiber Cement Details	2.20.24
A3.1.7	Fiber Cement Details	2.20.24
A3.1.8	Fiber Cement Details	2.20.24
A4.1	Schedules and Finishes	2.20.24

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A6.1	Interior Elevations	2.20.24
A7.1	Interior Glazing Details	2.20.24
A8.1	PEMB Canopy Details	2.20.24
E0.1	Electrical Specifications	2.20.24
E1.1	Canopy Lighting Plan	2.20.24
E3.1	Electrical Schedules	2.20.24

.6 Specifications

Section	Title	Date	Pages
Project Manual	All Sections	2.20.24	1-150 (All)

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	October 14, 2024	7

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.)*

Not Applicable

The Sustainability Plan:

Title	Date	Pages
Not Applicable		

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

.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.)*

Not Applicable

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

Init.

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Use - Notes:

(2003130692)

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

Benjamin Harwood RT Builders  
*(Printed name and title)*

Init.

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# AIA<sup>®</sup> Document A201<sup>®</sup> – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:  
(Name and location or address)

Renovations for The Cheatham County Health Department  
162 County Services Drive Road, Ashland City, Tennessee 37015

**THE OWNER:**  
(Name, legal status and address)

Cheatham County Tennessee Government  
The Honorable Mayor Kerry McCarver  
350 Frey Street  
Ashland City, Tennessee 37015

**THE ARCHITECT:**  
(Name, legal status and address)

Joshua A. Wright Architect  
8061 Highway 41A  
Cedar Hill, Tennessee 37032  
Cheatham County

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### ADDITIONS AND DELETIONS:

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503<sup>™</sup>, *Guide for Supplementary Conditions*.

Init.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

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## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

*(Paragraphs deleted)*

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 5.1.3.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such

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amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

#### **§ 3.3 Supervision and Construction Procedures**

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose

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alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

#### § 3.6 Taxes

The Contractor shall pay applicable sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any applicable building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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**§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

**§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- 1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.10 Contractor's Construction and Submittal Schedules**

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The

Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors



shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

#### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

#### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

#### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

#### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract

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Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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

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certific. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

#### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

#### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time

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within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the

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Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.



§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

**§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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### § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### § 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the

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Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## § 12.2 Correction of Work

### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract 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 15.4.

**§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

**§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

**§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

*(Paragraph deleted)*

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

*(Paragraph deleted)*

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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**§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

**§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

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**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

**§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- 1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision

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Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediator. Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

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**§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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 the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** 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 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.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

RESOLUTION: 15 (D)  
RESOLUTION TITLE: To Approve Mayor's Signature On The Virtual Academy Solution Agreement  
DATE: December 16, 2024  
MOTION BY: Mr. Chris Gilmore  
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

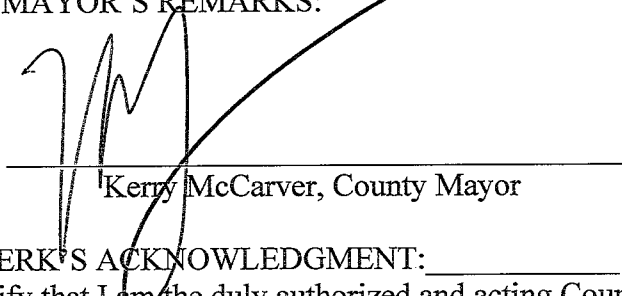
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Vitrual Academy Solution Agreement is approved.

*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 20<sup>th</sup> day of December 2024.

  
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 \$95 / officer / year 6 month Contract at locked in pricing -- \$2,945 Full TMS and Unlimited Courses, FTO Platform, Policy Tool and Certifications Annual contract to be sent in 2025.	62

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

By: Danielle Petty  
(signature)

Name:

Title: Regional Manager

Date: 12/03/2024

\_\_\_\_\_  
(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 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.

RESOLUTION: 15 (E)  
RESOLUTION TITLE: To Approve Mayor's Signature On Andrews Technology Custom Timesheet Software 5-Year Renewal  
DATE: December 16, 2024  
MOTION BY: Mr. Chris Gilmore  
SECONDED BY: Mr. Walter Weakley

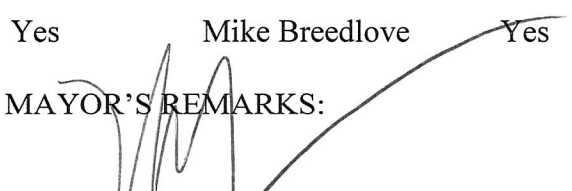
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Andrews Technology custom timesheet software 5-year renewal is approved.

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

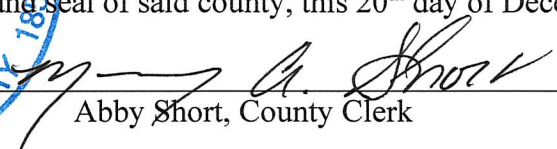
CHEATHAM COUNTY MAYOR'S REMARKS:

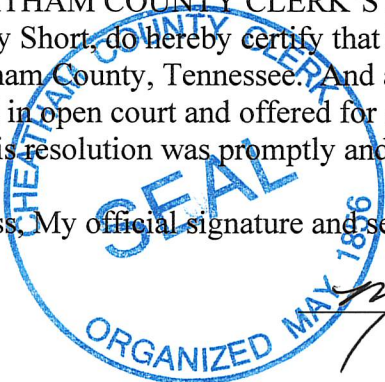
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.

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





RESOLUTION: 15 (F)  
RESOLUTION TITLE: Resolution Opposing Governor Lee's Education Freedom Act  
DATE: December 16, 2024  
MOTION BY: Mr. Chris Gilmore  
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Constitution of the State of Tennessee, Article XI, Section 12 requires the Tennessee legislature to "provide for the maintenance, support, and eligibility standards of a systems of free public schools," and

Whereas, the Tennessee legislature has historically fulfilled this duty by providing funding to Tennessee counties and municipalities which, together with local funding sources, provides vital funds for providing public schools with the necessary resources to serve the needs of Tennessee students; and

Whereas, Cheatham County devotes a large part of its annual budget to providing educational funding to the Cheatham County School System in accordance with state law and its duty to provide the best possible educational opportunities to students regardless of background, needs or ability; and

Whereas, the Tennessee legislature is considering Governor Lee's "Education Freedom Act of 2025" and other similar proposals that would create a statewide voucher system channeling public funds to private schools; and

Whereas, the costs of a voucher system would inevitably compete with public school funding resulting in the diversion of funds from public schools to private schools; and

Whereas, a voucher system would ultimately reduce funding available to the Cheatham County School System resulting in diminished educational opportunities for the children of Cheatham County.

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16 day of December 2024 in the General Session Court Room of Cheatham County Tennessee as follows:

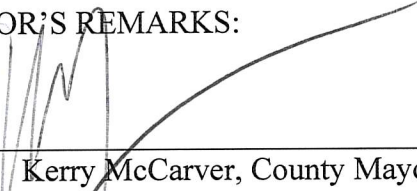
1. The Cheatham County Commission hereby expresses its opposition to Governor Lee's "Education Freedom Act of 2025" as well as any other voucher type program that would direct public funds to private schools due to the unavoidable detrimental impact such programs would have on the Cheatham County School System.

2. The Cheatham County Commission urges the Tennessee General Assembly to reject the expansion of a school voucher system in Tennessee and to instead implement programs to strengthen public schools throughout the state.
3. That upon adoption, the Cheatham County Clerk shall transmit certified copies of this resolution to Cheatham County's legislators in the Tennessee General Assembly.

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:

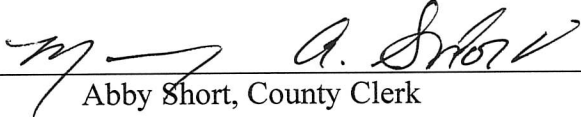
  
 \_\_\_\_\_  
 Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



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

RESOLUTION: 16(A)  
RESOLUTION TITLE: To Confirm Mayor's Reappointments To The E-911 Board  
DATE: December 16, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Eugene O. Evans, Sr.

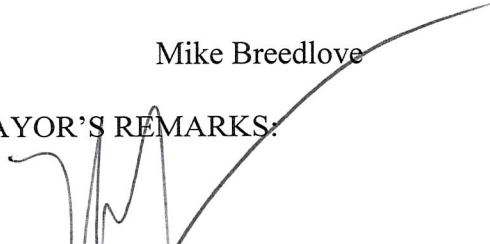
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to confirm Mayor's reappointments of B.J. Hudspeth and Tim Binkley to the E-911 Board for a term beginning 01/01/2025 and ending 12/31/2029.

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       |

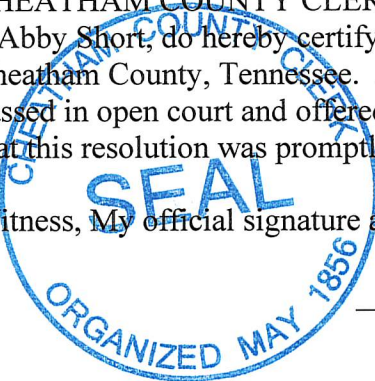
CHEATHAM COUNTY MAYOR'S REMARKS:

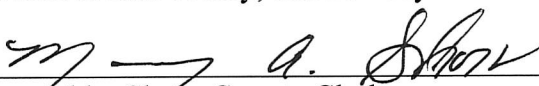
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



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

RESOLUTION: 16(B)  
RESOLUTION TITLE: To Confirm Mayor's Reappointments To The Ashland City Port Authority  
DATE: December 16, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Eugene O. Evans, Sr.

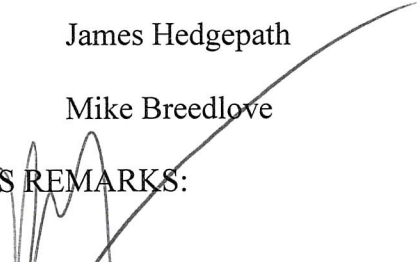
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to confirm Mayor's reappointments of Pam Jenkins and Don Cochran to the Ashland City Port Authority for a term beginning 01/01/2025 and ending 12/31/2028.

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       |

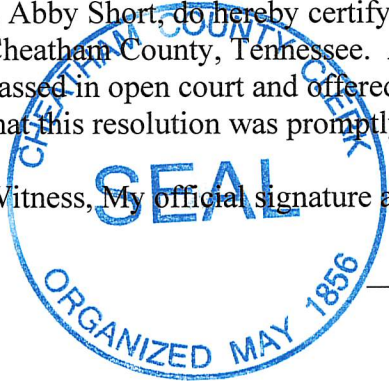
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 20<sup>th</sup> day of December 2024.



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

RESOLUTION: 16(C)  
RESOLUTION TITLE: To Confirm Mayor's Reappointment To The Cheatham County Planning Commission  
DATE: December 16, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Eugene O. Evans, Sr.

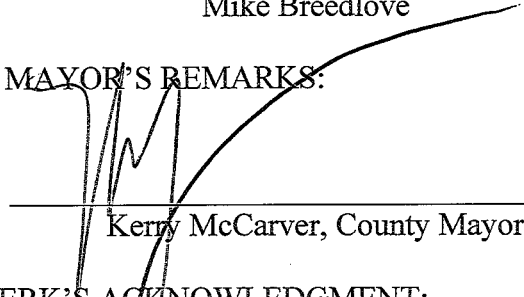
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to confirm Mayor's reappointment of John Werne to the Cheatham County Planning Commission for a term beginning 01/01/2025 and ending 12/31/2029.

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 20<sup>th</sup> day of December 2024.

  
Abby Short, County Clerk





RESOLUTION: 17  
RESOLUTION TITLE: To Approve The Gate Repair At The Sheriff's Office  
DATE: December 16, 2024  
MOTION BY: Mr. Calton Blacker  
SECONDED BY: Mr. Bill Powers


COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the gate repair at the Sheriff's office in the amount of \$9,380.00 is approved.

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

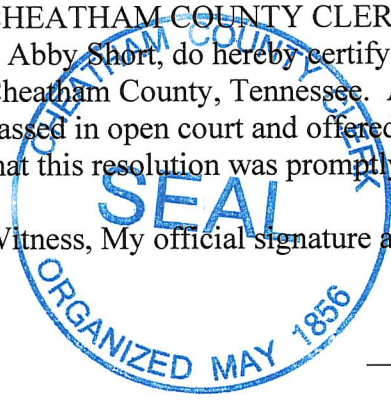
CHEATHAM COUNTY MAYOR'S REMARKS:


  
\_\_\_\_\_  
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 20<sup>th</sup> day of December 2024.



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

RESOLUTION: 18  
RESOLUTION TITLE: To Approve Repainting The Kingston Springs EMS Station  
DATE: December 16, 2024  
MOTION BY: Mr. Calton Blacker  
SECONDED BY: Mr. Diana Lovell

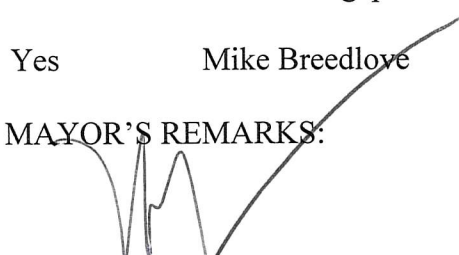
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to repaint the Kingston Springs EMS station in the amount of \$4,100.00 is approved.

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

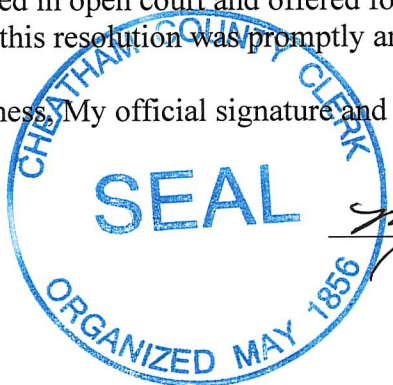
CHEATHAM COUNTY MAYOR'S REMARKS:


  
\_\_\_\_\_  
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 20<sup>th</sup> day of December 2024.



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



RESOLUTION: 19  
RESOLUTION TITLE: To Repair The Courthouse Roof  
DATE: December 16, 2024  
MOTION BY: Mr. Calton Blacker  
SECONDED BY: Mr. B.J. Hudspeth

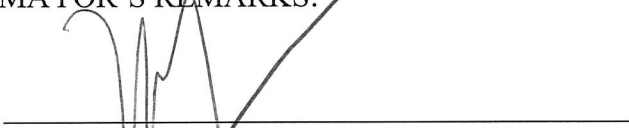
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to repair the Courthouse roof in the amount of \$29,041.20 is approved.

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 20<sup>th</sup> day of December 2024.



  
Abby Short, County Clerk

RESOLUTION: 20  
RESOLUTION TITLE: To Appoint Randy Noe And Melissa Riley To The UT Extension Ag Committee  
DATE: December 16, 2024  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. B.J. Hudspeth

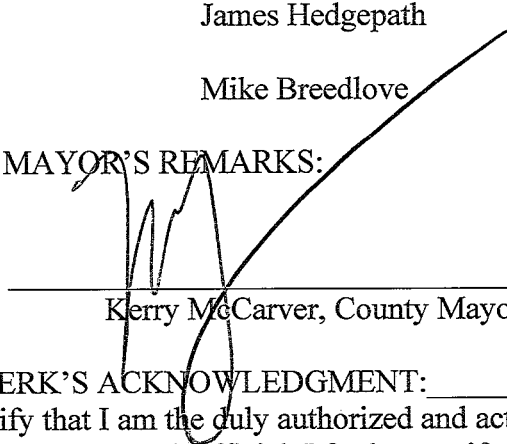
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Randy Noe and Melissa Riley are appointed to the UT Extension Ag Committee for a term beginning 01/01/2025 and ending 12/31/2027.

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:



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Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 20<sup>th</sup> day of December 2024.

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



RESOLUTION: 21  
RESOLUTION TITLE: To Appoint Larry Nash To The Zoning Appeals Board  
DATE: December 16, 2024  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Eugene O. Evans, Sr.

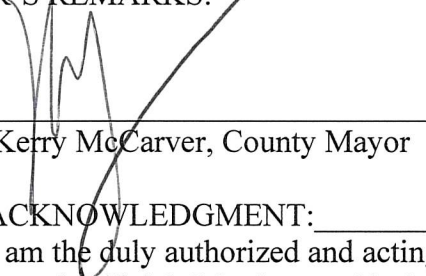
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Larry Nash is appointed to the Zoning Appeals Board for a term beginning 01/01/2025 and ending 12/31/2028.

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

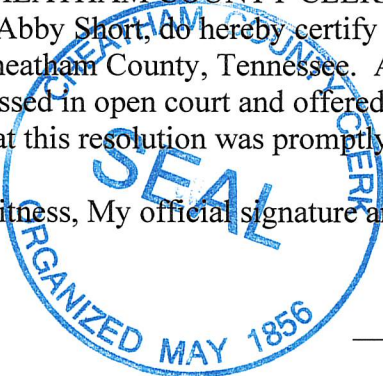
CHEATHAM COUNTY MAYOR'S REMARKS:

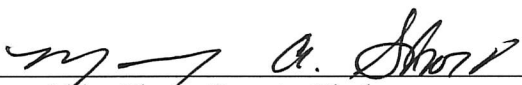
  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



  
Abby Short, County Clerk

RESOLUTION: 22  
RESOLUTION TITLE: To Recognize Loretta  
DATE: December 16, 2024  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Walter Weakley

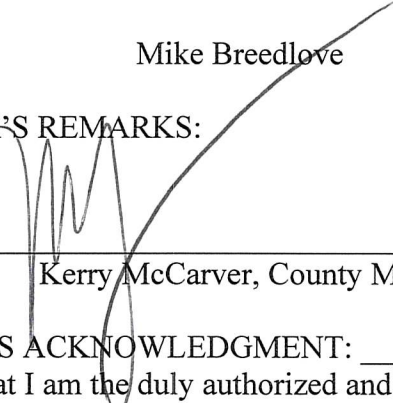
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to present a Plaque to Loretta for retiring from the K-9 Unit.

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

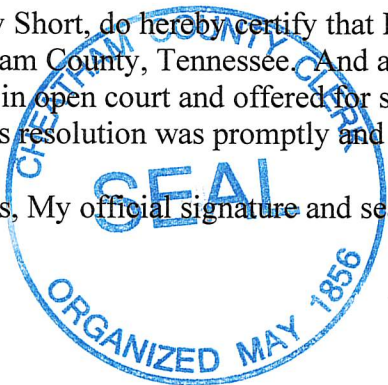
CHEATHAM COUNTY MAYOR'S REMARKS:

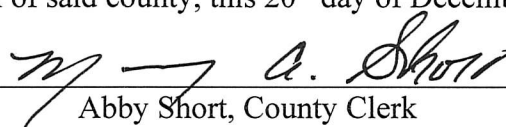
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



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



RESOLUTION: 23  
RESOLUTION TITLE: To Recognize Lt. Shannon Heflin And Agent Paul Ivey  
DATE: December 16, 2024  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Diana Lovell

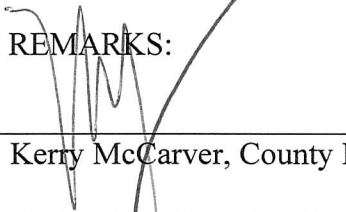
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to present a Special Recognition to Lt. Shannon Heflin and Agent Paul Ivey for assisting with the plane crash off of Chapmansboro Road.

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

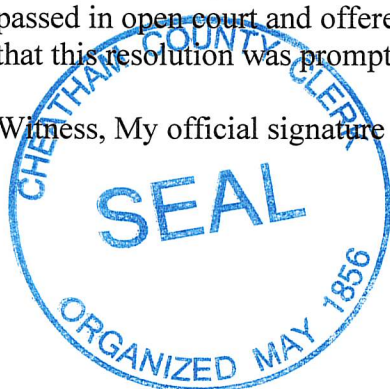
CHEATHAM COUNTY MAYOR'S REMARKS:


  
\_\_\_\_\_  
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 20<sup>th</sup> day of December 2024.



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

RESOLUTION: 24  
RESOLUTION TITLE: Special Recognition To Ms. Julie Hibbs  
DATE: December 16, 2024  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Legislative Body hereby honors and recognizes those Cheatham County Citizens who have devoted so much of their time and energy to serving their fellow citizens; and

Whereas, Ms. Julie Hibbs is one such estimable person who has demonstrated the most unwavering commitment to Cheatham County as Court Clerk for twenty-four years from 1998 until 2022; and

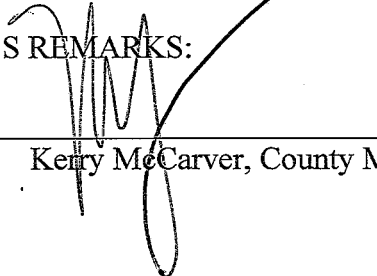
Whereas, through tireless service to her fellow citizens, colleagues, and neighbors, Ms. Julie Hibbs has come to demonstrate that spirit of community.

Be It Therefore Resolved, the Cheatham County Commission, honors and recognizes Ms. Julie Hibbs, and commends her for her selfless service to Cheatham County and salutes her as a public servant of the highest caliber, and thanks her for her many years of service.

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:



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Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 20<sup>th</sup> day of December 2024.



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



RESOLUTION: 25  
RESOLUTION TITLE: Special Recognition To Ms. Teresa Gupton  
DATE: December 16, 2024  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. James Hedgepath

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Legislative Body hereby honors and recognizes those Cheatham County Citizens who have devoted so much of their time and energy to serving their fellow citizens; and

Whereas, Ms. Teresa Gupton has demonstrated the most unwavering commitment to Cheatham County as County Clerk for twelve years from 2010 until her retirement in 2022.

Whereas, Ms. Gupton began working for the Cheatham County Clerk's Office in 2002 and was promoted to Chief Deputy in 2004. Ms. Gupton served as Chief Deputy for six years before being elected as County Clerk in 2010.

Whereas, Ms. Gupton was a graduate of Leadership Cheatham County and earned the Certified Public Administrator certificate from the University of Tennessee, County Technical Assistance Service.

Whereas, Ms. Gupton served on several boards and committees including President of the Middle Tennessee County Clerks Association.

Be It Therefore Resolved, the Cheatham County Commission, honors and recognizes Ms. Teresa Gupton and commends her for her selfless service to Cheatham County and salutes her as a public servant of the highest caliber, and thanks her for her many years of service.

RECORD: Approved by voice vote

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

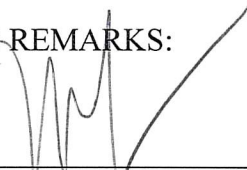
Chris Gilmore

Jimmy Hedgepath

B.J. Hudspeth

Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

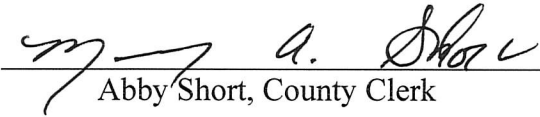
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



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

RESOLUTION: 26  
RESOLUTION TITLE: To Approve A Special Recognition To The Cheatham County  
Emergency Medical Services, Hannah Smith, And Paisley Godfrey  
DATE: December 16, 2024  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. B.J. Hudspeth

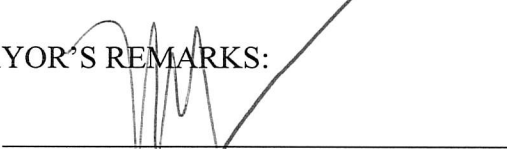
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to recognize the Cheatham County Emergency Services, Hannah Smith, and Paisley Godfrey at the January meeting is 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	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

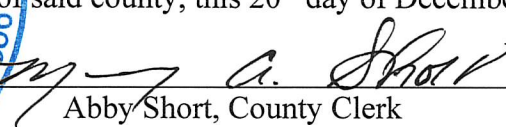
CHEATHAM COUNTY MAYOR'S REMARKS:

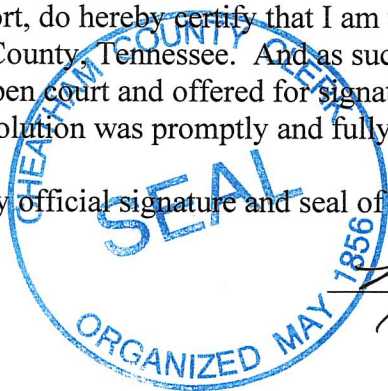
  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.

  
Abby Short, County Clerk



RESOLUTION: 27  
RESOLUTION TITLE: To Reduce Speed Limit On Narrows Of The Harpeth  
DATE: December 16, 2024  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. James Hedgepath

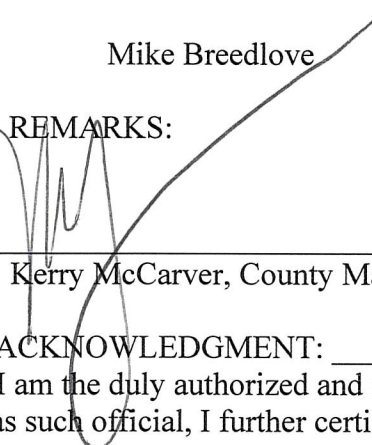
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the speed limit on Narrows of the Harpeth is reduced from 40 (forty) miles per hour to 30 (thirty) miles per hour.

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:

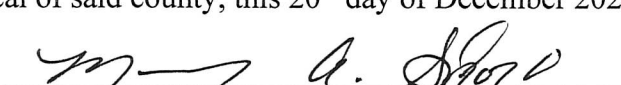
  
Kerry McCarver, County Mayor

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 20<sup>th</sup> day of December 2024.



  
Abby Short, County Clerk

RESOLUTION: 28  
RESOLUTION TITLE: Consent Calendar  
DATE: December 16, 2024  
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 16<sup>th</sup> day of December 2024 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

*Gena Lynn Batts  
Craig Hooks  
Sandy R. Taylor  
Jaylene M. Young*

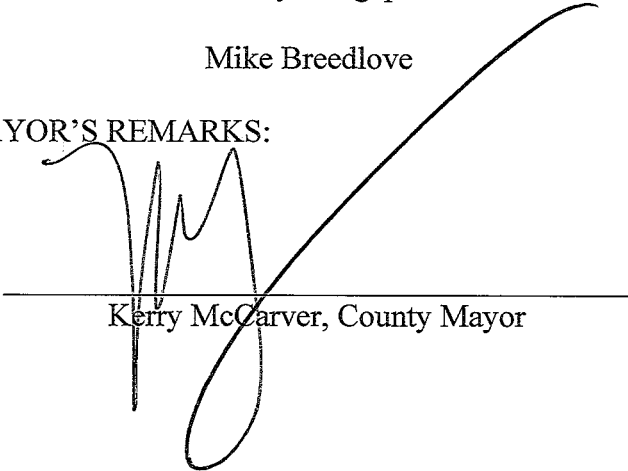
*Jonathan Carlos Carrera-Perry  
Joheidi Lipscomb  
Deborah K. Thompson*

*William S. Decker  
John P. Morrow  
Amy Upchurch*

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:



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Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 20<sup>th</sup> day of December 2024.

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





RESOLUTION: 29  
RESOLUTION TITLE: Adjourn  
DATE: December 16, 2024  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. Walter Weakley

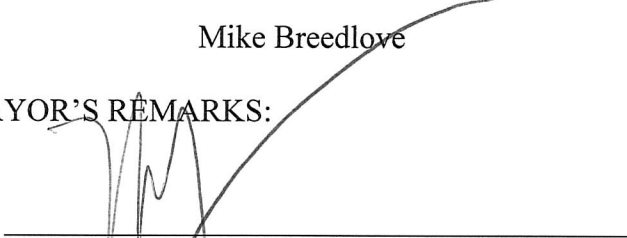
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of December 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 6:59 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 20<sup>th</sup> day of December 2024.

  
Abby Short, County Clerk

