

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**May 15, 2023**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on May 15, 2023 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

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

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

No one spoke.

Public Forum closed at 6:02 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:02 P.M

Invocation was offered by Mr. David Anderson.

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

David Anderson	Present	Bill Powers	Present
Calton Blacker	Absent	Walter Weakley	Present
Ann Jarreau	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. Walter Weakley, seconded by Mr. Bill Powers to approve the May 15, 2023 Legislative Body Meeting Agenda as amended by adding a Special Recognition for Ms. Emily Williams under Unfinished Business and adding Unclaimed Property under Circuit/General Sessions Court Clerk.

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

County Mayor, Mr. Kerry McCarver, presented a special recognition to Ms. Emily Williams for being the first female Eagle Scout in Cheatham County.

Mr. Walter Weakley, President of the Vietnam Veterans of America Chapter of Cheatham County, presented Ms. Emily Williams with a letter from Jack McManus, National President of Vietnam Veterans of America, commending Ms. Emily Williams for her accomplishments as an Eagle Scout.

Mr. Walter Weakley presented Ms. Emily Williams with a Certificate of Recognition from Vietnam Veterans of America.

Mr. Walter Weakley presented Ms. Emily Williams with an Eagle Scout Badge from Vietnam Veterans of America in Cheatham County.

Ms. Connie Mayo commended Ms. Emily Williams for her outstanding efforts.

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to approve the Minutes from the April 17, 2023 Regular Session Legislative Body Meeting.

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

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:11 P.M

The following was advertised to be heard:

- 1.) *Robert and Vences Maricarmen requesting a Zone Change from Agriculture to R1 for Map 21, Parcel 99. Property is located at 2706 Longstreet Avenue, in the 3<sup>rd</sup> Voting District and is not in a Special Flood Hazard Area.*
- 2.) *Jerry Duffle requesting a Zone Change from Agriculture to R1 for Map 63 Parcel 13.06. Property is located at 1610 Little Marrowbone Rd., in the 1<sup>st</sup> Voting District and a portion of the property is in a Special Flood Hazard Area.*

Alexa Bessler, District 3, spoke in opposition of the Zone Change request for Robert and Vences Maricarmen.

Public hearing closed at 6:14 P.M.

BUILDING DEPARTMENT- MR. FRANKLIN WILKINSON : Motion was made by Mr. Chris Gilmore, seconded by Mr. B.J. Hudspeth to approve the Zone Change request for Robert and Vences Maricarmen from Agriculture to R1 for Map 21, Parcel 99. Property is located at 2706 Longstreet Avenue, in the 3<sup>rd</sup> Voting District and is not in a Special Flood Hazard Area.

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

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

Motion was made by Mr. David Anderson, seconded by Mr. Eugene O. Evans, Sr. to approve the Zone Change request for Jerry Duffle from Agriculture to R1 for Map 63 Parcel 13.06. Property is located at 1610 Little Marrowbone Rd, in the 1<sup>st</sup> Voting District and a portion of the property is in a Special Flood Hazard Area.

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

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

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

*Budget Amendments - County General*

a.) Sheriff	\$ 12,000.00
b.) Sheriff's Department	\$ 11,323.00
c.) Sheriff's Department	\$ 28,320.00
d.) Sheriff's Department	\$ 732.00
e.) Other Emergency Management	\$231,813.00
f.) Other Emergency Management	\$ 650.00
g.) Data Processing (IT)	\$ 8,300.00
h.) Election Commission (51500)/Emergency Medical Services (55130)	\$ 48,300.00
i.) Emergency Medical Services	\$ 25,555.52
j.) Other General Administration	\$ 15,000.00
k.) Election Commission (51500)/Register of Deeds (51600)/Property Assessor's Office (52300)/County Trustee's Office (52400)/Data Processing/IT (52600)	\$106,339.50
l.) County Coroner/Medical Examiner	\$ 40,000.00
m.) County Mayor	\$ 24,000.00
n.) South Cheatham Library	\$ 8,500.00

*Budget Vote: 4 Yes 0 No 0 Absent 1 Abstain*

*Funding Source: Various*

Motion approved by roll call vote 9 Yes 0 No 1 Absent 2 Abstain. See Resolution 6.

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

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

<i>Budget Amendments – Solid Waste/Sanitation</i>	
a. Convenience Centers	\$ 266,000.00
b. Other General Administration	\$ 2,000.00

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: Various*

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

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to authorize the following budget amendments for the General Capital Projects Fund:

<i>Budget Amendments – General Capital Projects</i>	
a. Other General Government Projects	\$ 23,972.83

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: General Capital Projects Fund Balance*

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

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

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

<i>Budget Amendments – Highway/Public Works</i>	
a. Operation and Maintenance of Equipment	\$ 417.76
b. Administration	\$1,300.00
c. Operation and Maintenance of Equipment	\$1,100.00

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: Insurance Recovery and Unused Budgeted Funds*

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

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to authorize the following budget amendments for the Other Capital Projects - Vehicles Fund:

<i>Budget Amendments – Other Capital Projects - Vehicles</i>	
<i>a. Other General Government Projects</i>	<i>\$ 20,316.67</i>
<i>b. Other General Administration</i>	<i>\$ 1,000.00</i>

*Budget Vote: 5 Yes 0 No 0 Absent*  
*Funding Source: Various*

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

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

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Mike Breedlove to authorize the following budget amendments for the General Purpose School Fund:

<i>Budget Amendments – General Purpose School</i>	
<i>a. Regular Instruction Program (71100)/Career and Technical Education Program (71300)</i>	<i>\$4,500,000.00</i>

*Board of Education Vote: 6 Yes 0 No 0 Absent*  
*Budget Vote: 5 Yes 0 No 0 Absent*  
*Funding Source: State Funds*

<i>b. Regular Instruction Program (71100) /Health Services (72120) /Food Service (73100)</i>	<i>\$ 583,307.89</i>
<i>c. Transportation</i>	<i>\$105,796.04</i>

*Board of Education Vote: 5 Yes 0 No 1 Absent*  
*Budget Vote: 5 Yes 0 No 0 Absent*  
*Funding Source: State Funds*

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

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

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Bill Powers to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

**Department: Animal Control**

Year/Make/Model: 2020 Chevrolet Equinox  
VIN: 2GNAXFEV4L6225709  
Mileage: 57,524  
Additional: Totaled – tree fell on the vehicle while driving in bad weather

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: None*

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

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Mike Breedlove to approve the following:

*Capital Outlay Note Request – School Maintenance Upgrades not to exceed \$1,991,000.00*

*School Board Vote: 5 Yes 0 No 1 Absent*

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: Note Proceeds/Education Debt Service*

Mr. Walter Weakley stated he felt like the money should come from the School Fund Balance.

After discussion, motion failed by roll call vote 5 Yes 6 No 1 Absent.

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

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

- A.) *Mayor's signature on Cumberland Electric Membership Corporation Agreement*
- B.) *Mayor's signature on RJ Young contract for UT Extension*
- C.) *Mayor's signature on Better Business Solutions contract for Adult probation (pending Attorneys review and approval)*
- D.) *Mayor's signature on Agreement between Cheatham County Government and Joshua Wright, Architect. Renovations to the Cheatham County Health Department. (pending Attorney review and approval)*

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

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

COUNTY ATTORNEY- MR. MICHAEL BLYGH: County Attorney, Mr. Michael Bligh stated an easement abandonment will go before the Road and Bridge Committee for further review.

County Attorney, Mr. Michael Bligh stated the qualifications for the Constable position will require a psychological examination prior to running for office beginning July 1, 2023.

#### OTHER COUNTY OFFICIALS

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

CIRCUIT/GENERAL SESSIONS COURT CLERK – MS. HOLLY WALLER: Motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr. to approve the resolution to request unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act.

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

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

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

DIRECTOR OF SCHOOLS-MS. CATHY BECK: Ms. Cathy Beck gave a report of the end of school year events that are available on the Cheatham County School website.

#### COUNTY SERVICES

UT EXTENSION – MR. RONNIE BARRON: Ms. Sierra Knaus announced multiple vacancies in the UT Extension office and stated anyone interested could apply through the University of Tennessee.

VETERANS SERVICE – MR. LLOYD SHARP: Veterans service report included in the packet.

#### STANDING COMMITTEES

CAPITAL IMPROVEMENTS – Motion was made by Mr. Bill Powers, seconded by Ms. Diana Lovell to approve the bid by Denny Mechanical in the amount of \$8,095.04 for the installation to change out existing 2-zone, 18k ductless split system with new 2-zone Mitsubishi ductless split system with 2-9K indoor units at the Courthouse.

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

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

Motion was made by Mr. David Anderson, seconded by Mr. B.J. Hudspeth to approve a new Building Maintenance facility to replace existing storage building on Jail Alley with new (50' X 30' X 11') metal building with office/restrooms/storage/garage area estimated not to exceed \$350,000.



Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 16.

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

Motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans, Sr. to approve a 30' X 40' pavilion at Sycamore Square front parking lot near main entrance not to exceed \$30,000.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 17.

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

#### ANY OTHER NEW BUSINESS

Mr. Tim Williamson stated the Budget Workshop will be held June 12<sup>th</sup> at 6:00 P.M. in the General Sessions Courtroom.

#### CONSENT CALENDAR

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

#### Notaries


<i>Margie E. Beach</i>	<i>Logan Bell</i>	<i>Krystal Brunson</i>
<i>Karla Faith Capps</i>	<i>Allisha Ellison</i>	<i>Tammy R. Ferguson</i>
<i>Kim Ford</i>	<i>Carrie B. Forrest</i>	<i>Marissa Gobbell</i>
<i>Kasey Kortz</i>	<i>Lori Jean Mangrum</i>	<i>Peggy Smith Pulley</i>
<i>Sandra N. Rice</i>	<i>Carolyn A. Spicer</i>	<i>Caleb J. Stack</i>
<i>Kathleen WaltenspielCook</i>	<i>Sheila E. Wright</i>	

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

ANNOUNCEMENTS AND STATEMENTS – Mr. Walter Weakley invited everyone to attend the Memorial Day Ceremony at the Cheatham County Veterans Memorial Park on May 29, 2023 at 11:00 A.M.

Motion was made by Mr. Bill Powers, seconded by Mr. Walter Weakley to adjourn at 6:57 P.M.

Motion approved by voice vote 1 Absent. See Resolution 19.

  
County Clerk

  
Legislative Body Chairman



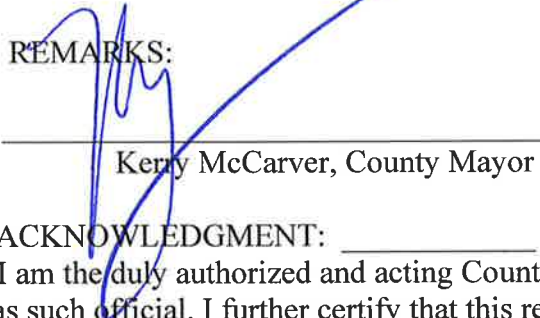
RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: May 15, 2023  
MOTION BY:  
SECONDED BY:  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Eleven Commissioners present a quorum is declared.

RECORD: Approved by roll call vote.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Absent	Walter Weakley	Present
Ann Jarreau	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 19<sup>th</sup> day of May 2023.



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

RESOLUTION: 2  
RESOLUTION TITLE: To Approve Agenda As Amended  
DATE: May 15, 2023  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Bill Powers

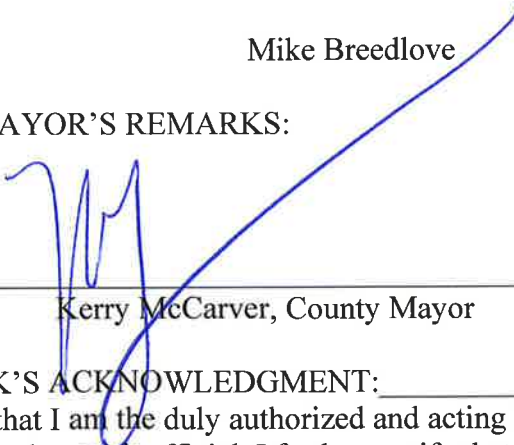
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the May 15, 2023 Legislative Body meeting is approved as amended by adding a Special Recognition for Ms. Emily Williams under Unfinished Business and adding Unclaimed Property under Circuit/General Sessions Court Clerk.

RECORD: Approved by voice vote 1 Absent

David Anderson		Bill Powers
Calton Blacker	Absent	Walter Weakley
Ann Jarreau		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 19<sup>th</sup> day of May 2023.

  
Abby Short, County Clerk



RESOLUTION: 3  
RESOLUTION TITLE: To Approve Minutes  
DATE: May 15, 2023  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Bill Powers

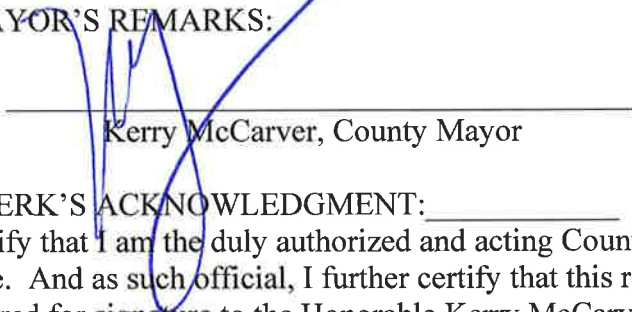
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the April 17, 2023 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 1 Absent

David Anderson		Bill Powers
Calton Blacker	Absent	Walter Weakley
Ann Jarreau		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 19<sup>th</sup> day of May 2023.



  
Abby Short, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: To Approve A Zone Change Request For Robert And Vences Maricarmen From Agriculture To R1 For Map 21, Parcel 99

DATE: May 15, 2023

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Mr. B.J. Hudspeth

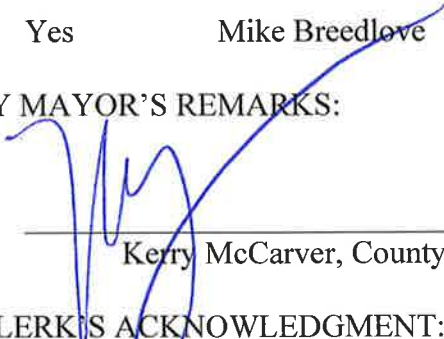
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Robert and Vences Maricarmen from Agriculture to R1 for Map 21, Parcel 99. Property is located at 2706 Longstreet Avenue, in the 3<sup>rd</sup> Voting District and is not in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 19<sup>th</sup> day of May 2023.

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





RESOLUTION: 5

RESOLUTION TITLE: To Approve A Zone Change Request For Jerry Duffle From Agriculture To R1 For Map 63, Parcel 13.06

DATE: May 15, 2023

MOTION BY: Mr. David Anderson

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

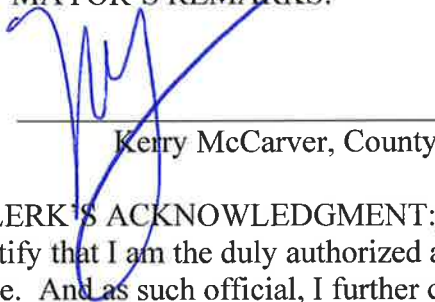
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Jerry Duffle from Agriculture to R1 for Map 63, Parcel 13.06. Property is located at 1610 Little Marrowbone Rd., in the 1<sup>st</sup> Voting District and a portion of the property is in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
 \_\_\_\_\_  
 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.



RESOLUTION: 6

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

DATE: May 15, 2023

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 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

**NOTE: The following amendments are to move funds from a reserve for purchases in the 2022-2023 fiscal year**

**Sheriff**

101 – 34525 – 02	Restricted for Public Safety	\$12,000.00
101 – 54110 – 599	Other Charges – Sex Offender Registry	\$12,000.00

*Transfer funds from Sex Offender Registry reserve to cover expenses for fiscal year 2022-2023. Any unused funds at year end will be placed back in the reserve line.*

**NOTE: Other amendments**

**Sheriff's Department**

101 – 47590	Other Federal through State	\$11,323.00
101 – 54110 – 187	Overtime Pay	\$7,525.00
101 – 54110 – 790	Other Equipment	\$3,798.00

*Transfer funds from Tennessee Highway Safety Office Grant to expenditure line to cover payroll and radar equipment for county road blocks, and the Network Coordinator Grant to cover payroll*

**Sheriff's Department**

101 – 44990	Other Local Revenues	\$28,320.00
101 – 54110 – 187	Overtime Pay	\$28,320.00

*Transfer funds to be collected from the Town of Pegram for the Interlocal Agreement to cover payroll for Cheatham County law enforcement coverage within Pegram's jurisdiction*

**Sheriff's Department**

101 – 47590	Other Federal through State	\$732.00
101 – 54110 – 335	Travel	\$732.00

*Transfer funds from Tennessee Highway Safety Office Network Coordinator Grant to expenditure line to reimburse for travel expenses*

**Other Emergency Management**

101 – 47230	Disaster Relief	\$231,813.00
101 – 54490 – 359	Disposal Fees	\$231,813.00

*Transfer funds from FEMA Grant to expenditure line to cover debris disposal expenses from the December 2021 tornado in Kingston Springs*

**Other Emergency Management**

101 – 47235	Homeland Security Grants	\$650.00
101 – 54490 – 499	Other Supplies and Materials	\$650.00

*Transfer funds from Homeland Security Grant to reimburse expenditure line that items were purchased from*

**Data Processing (IT)**

101 – 54110 – 108 – 001	Investigator(s)	\$8,300.00
101 – 52600 – 307	Communication	\$5,110.00
101 – 52600 – 350	Internet Connectivity	\$3,190.00

*Transfer unused budgeted funds to cover shortages in the IT budget*

**Election Commission (51500) / Emergency Medical Services (55130)**

101 – 51600 – 106	Deputy(ies)	\$38,000.00
101 – 52300 – 106	Deputy(ies)	\$10,300.00
101 – 51500 – 191	Board and Committee Members Fees	\$3,000.00
101 – 51500 – 196	In-service Training	\$300.00
101 – 55130 – 164	Attendants	\$45,000.00

*Transfer unused budgeted funds to cover payroll shortages in Election and EMS payroll lines for FY22-23*

**Emergency Medical Services**

101 – 46990	Other State Revenues	\$13,555.52
101 – 58600 – 204	Pensions	\$12,000.00
101 – 55130 – 358	Remittance of Revenue Collected	\$25,555.52

*Transfer reimbursement revenue collected for Division of TennCare expenditures and unused budgeted funds to cover additional EMS billing costs*

**Other General Administration**

101 – 45610	Trustee Fees In-Lieu-of Salary	\$15,000.00
101 – 58400 – 510	Trustee Commission	\$15,000.00

*Transfer Trustee Fees to cover Trustee Commission Fees though year end*

**Election Commission (51500) / Register of Deeds (51600) / Property Assessor's Office (52300) / County Trustee's Office (52400) / Data Processing/IT (52600)**

101 – 39000	Unassigned	\$106,339.50
101 – 51500 – 731	Voting Machines	\$32,316.00
101 – 51600 – 719	Office Equipment	\$5,058.30
101 – 52300 – 719	Office Equipment	\$500.00
101 – 52400 – 709	Data Processing Equipment	\$2,450.00
101 – 52400 – 719	Office Equipment	\$2,820.00
101 – 52600 – 719	Office Equipment	\$55,195.20
101 – 52600 – 719	Office Equipment	\$8,000.00

*Transfer funds from County General fund balance to cover the following one-time expenditures needed in various departments: Election – 12 voting machines (\$32,316.00), Register of Deeds – replacing 2*

*workstations (\$5,058.30), Property Assessor – replacing worn out office chairs and purchasing desktop scanners (\$500.00), Trustee – purchasing monitors to allow dual screen capability, 2 printers, 2 filing cabinets, and 2 storage cabinets (\$5,270.00), Data Processing/IT – 32 replacement computers for the Sheriff’s Department (\$55,195.20) and 4 replacement computers for Accounting (\$8,000.00)*

**County Coroner/Medical Examiner**

101 – 39000	Unassigned	\$40,000.00
101 – 54610 – 340	Medical and Dental Services	\$40,000.00

*Transfer funds from County General fund balance to cover a shortage and potential expenses through year end*

**County Mayor**

101 – 39000	Unassigned	\$24,000.00
101 – 51300 – 308	Consultants	\$24,000.00

*Transfer funds from County General fund balance to cover consultant services for a county TDEC project. These funds will be reimbursed with ARP funds upon completion.*

**South Cheatham Library**

101 – 48130 – Libry	Contributions	\$8,500.00
101 – 56500 – 432 – 002	Library Books	\$3,975.00
101 – 56500 – 719 – 002	Equipment	\$2,405.00
101 – 56500 – 435 – 002	Office Supplies	\$2,095.00
101 – 56500 – 524 – 002	In Service/Staff Development	\$25.00

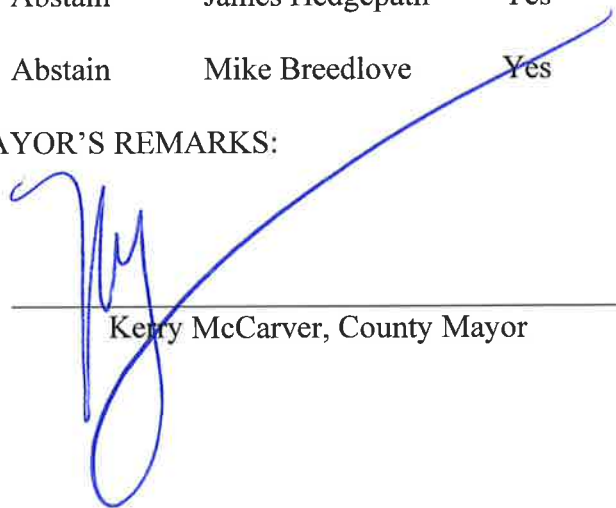
*Transfer MOE funds from Town of Kingston Springs into current operating budget*

*Budget Vote (5/08/2023): 4 Yes 0 No 0 Absent 1 Abstain  
Funding Source: Various*

**RECORD:** Approved by roll call vote 9 Yes 0 No 1 Absent 2 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Absent	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Abstain	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 19<sup>th</sup> day of May 2023.



*my a. Short*  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 7

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

DATE: May 15, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

**Convenience Centers**

116 – 43110	Tipping Fees	\$266,000.00
116 – 55732 – 309	Contracts with Government Agencies	\$266,000.00

*Transfer additional revenue collected from Tipping Fees to the expenditure line we pay Solid Waste Transport Services from*

**Other General Administration**

116 – 55710 – 103	Assistant(s)	\$2,000.00
116 – 51900 – 510	Trustee's Commission	\$2,000.00

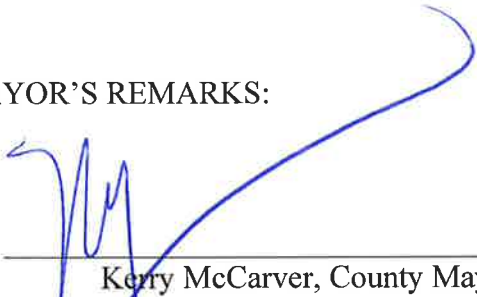
*Transfer unused budgeted funds to cover Trustee Commission Fees though year end*

Budget Vote (5/08/2023): 5 Yes 0 No 0 Absent  
 Funding Source: Various

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

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


CHEATHAM COUNTY MAYOR'S REMARKS:


  
\_\_\_\_\_  
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 19<sup>th</sup> day of May 2023.

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



CHEATHAM COUNTY CLERK  
SEAL  
ORGANIZED MAY 1856



RESOLUTION: 8

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

DATE: May 15, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Capital Projects Fund:

**Other General Government Projects**

171 – 34575 Restricted for Capital Outlay \$23,972.83  
 171 – 91190 – 599 Other Capital Outlay \$23,972.83

*Transfer funds from General Capital Projects fund balance to cover the Animal Control Kennel Renovation Project. These funds will be reimbursed with donations from Saving Cheatham Animals – Mission Pawsible (SCAMP) by completion of the project.*

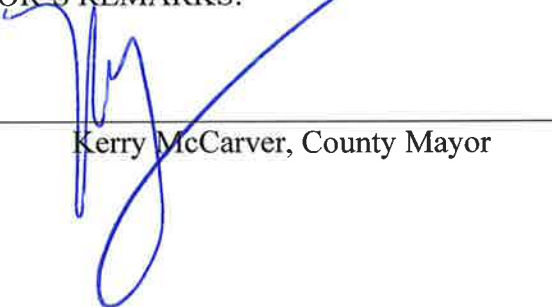
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Budget Vote (5/08/2023): 5 Yes 0 No 0 Absent  
 Funding Source: General Capital Projects Fund Balance

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 19<sup>th</sup> day of May 2023.

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



RESOLUTION: 9

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

DATE: May 15, 2023

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

**Operation and Maintenance of Equipment**

131 – 49700	Insurance Recovery	\$417.76
131 – 63100 – 418	Equipment and Machinery Parts	\$417.76

*Transfer Insurance Recovery proceeds for a damaged part to purchase a replacement*

---

**Administration**

131 – 65000 – 513	Workers' Compensation Insurance	\$1,300.00
131 – 61000 – 312	Contracts with Private Agencies	\$1,300.00

*Transfer unused budgeted funds needed for contracts with private agencies*

---

**Operation and Maintenance of Equipment**

131 – 65000 – 513	Workers' Compensation Insurance	\$1,100.00
131 – 63100 – 141	Foremen	\$1,100.00

*Transfer unused budgeted funds needed for foremen*

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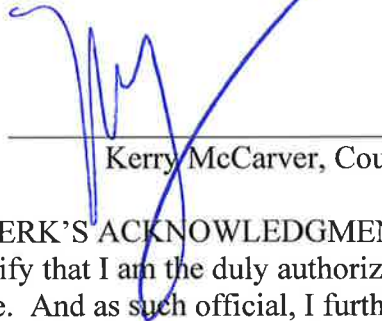
Budget Vote (5/08/2023): 5 Yes 0 No 0 Absent

Funding Source: Insurance Recovery and Unused Budgeted Funds

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 19<sup>th</sup> day of May 2023.

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



RESOLUTION: 10

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

DATE: May 15, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Other Capital Projects – Vehicles Fund:

**Other General Government Projects**

178 – 49700	Insurance Recovery	\$20,316.67
178 – 91190 – 718 – 03	Motor Vehicles (Other)	\$20,316.67

*Transfer Insurance Recovery proceeds from totaled Animal Control vehicle claim to purchase a replacement vehicle*

---

**Other General Administration**

178 – 40130	Circuit Clerk/Clerk and Master Collections - Prior Years	\$1,000.00
178 – 51900 – 510	Trustee's Commission	\$1,000.00

*Transfer additional revenue collected to cover Trustee Commission Fees though year end*

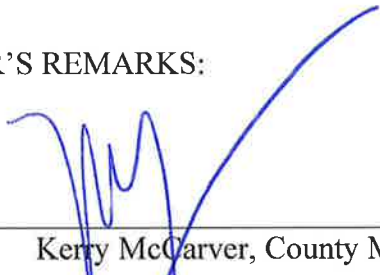
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Budget Vote (5/08/2023): 5 Yes 0 No 0 Absent  
 Funding Source: Various

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



\_\_\_\_\_  
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 19<sup>th</sup> day of May 2023.



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



RESOLUTION: 11

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

DATE: May 15, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund:

**Regular Instruction Program (71100) / Career and Technical Education Program (71300)**

141 – 46790	State Education Funds - Other Vocational	\$4,500,000.00
141 – 71100 – 722	Regular Instruction Equipment	\$120,000.00
141 – 71300 – 429	Instructional Supplies and Materials	\$105,000.00
141 – 71300 – 429	Instructional Supplies and Materials	\$15,000.00
141 – 71300 – 599	Other Charges	\$3,540,000.00
141 – 71300 – 730	Vocational Instruction Equipment	\$720,000.00

*Transfer state vocational revenue to the expenditure lines the funds will be expended from for the Innovative Schools Models (ISM)*

---

Board of Education Vote (3/02/2023): 6 Yes 0 No 0 Absent  
 Budget Vote (5/08/2023): 5 Yes 0 No 0 Absent  
 Funding Source: State Funds

**Regular Instruction Program (71100) / Health Services (72120) / Food Service (73100)**

141 – 46590	Other State Education Funds	\$583,307.89
141 – 71100 – 116	Teachers	\$280,000.00
141 – 71100 – 163	Educational Assistants	\$58,000.00
141 – 71100 – 201	Social Security	\$22,000.00
141 – 71100 – 204	Pensions	\$30,000.00
141 – 71100 – 212	Employer Medicare	\$6,000.00
141 – 71100 – 217	Retirement - Hybrid Stabilization	\$20,000.00
141 – 71100 – 429	Instructional Supplies and Materials	\$29,000.00
141 – 71100 – 499	Other Supplies and Materials	\$5,000.00
141 – 71100 – 722	Regular Instruction Equipment	\$54,307.89
141 – 72120 – 131	Medical Personnel	\$8,000.00
141 – 72120 – 201	Social Security	\$750.00
141 – 72120 – 204	Pensions	\$1,000.00
141 – 72120 – 212	Employer Medicare	\$250.00
141 – 72120 – 217	Retirement - Hybrid Stabilization	\$1,000.00
141 – 73100 – 165	Cafeteria Personnel	\$40,000.00

141 – 73100 – 201	Social Security	\$3,000.00
141 – 73100 – 204	Pensions	\$4,000.00
141 – 73100 – 212	Employer Medicare	\$1,000.00
141 – 73100 – 422	Food Supplies	\$20,000.00

*Transfer state revenue to the expenditure lines the funds will be expended from for the FY22-23 Summer Learning Camps*

**Transportation**

141 – 46590	Other State Education Funds	\$105,796.04
141 – 72710 – 146	Bus Drivers	\$57,796.04
141 – 72710 – 201	Social Security	\$4,000.00
141 – 72710 – 204	Pensions	\$5,000.00
141 – 72710 – 212	Employer Medicare	\$1,000.00
141 – 72710 – 217	Retirement - Hybrid Stabilization	\$3,000.00
141 – 72710 – 412	Diesel Fuel	\$35,000.00

*Transfer state revenue to the expenditure lines the funds will be expended from for the FY22-23 Summer Learning Camps*

Board of Education Vote (5/04/2023): 5 Yes 0 No 1 Absent

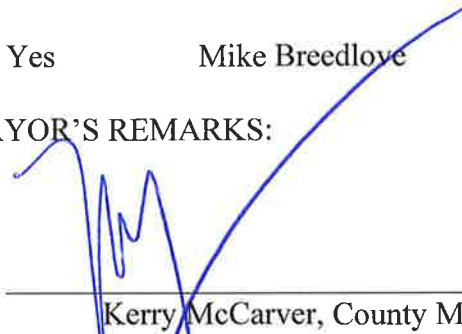
Budget Vote (5/08/2023): 5 Yes 0 No 0 Absent

Funding Source: State Funds

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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 19<sup>th</sup> day of May 2023.

*Abby Short*

Abby Short, County Clerk



RESOLUTION: 12

RESOLUTION TITLE: To Authorize The Following Surplus Items For Other Capital Projects - Vehicles

DATE: May 15, 2023

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 19<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to the County General Fund: 101-44530 (Sale of Equipment)

**Department: Animal Control**

Year/Make/Model: 2020 Chevrolet Equinox  
 VIN: 2GNAXFEV4L6225709  
 Mileage: 57,524  
 Additional: Totaled – tree fell on the vehicle while driving in bad weather

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

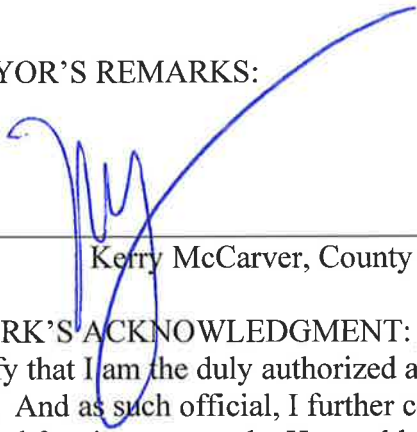
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*Budget Vote (5/08/2023): 5 Yes 0 No 0 Absent*

*Funding Source: None*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 19<sup>th</sup> day of May 2023.

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



RESOLUTION: 13(A)  
RESOLUTION TITLE: To Approve Mayor's Signature On Cumberland Electric Membership Corporation Agreement  
DATE: May 15, 2023  
MOTION BY: Mr. James Hedgepath  
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

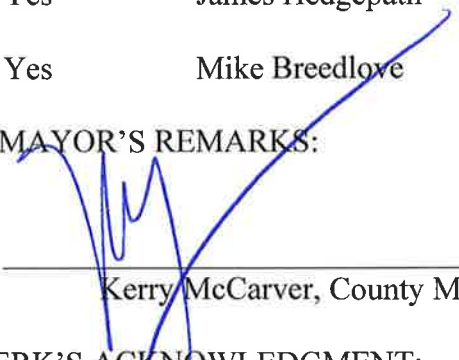
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Cumberland Electric Membership Corporation agreement is approved.

*A copy of the agreement is attached.*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 19<sup>th</sup> day of May 2023.

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



## SURVEILLANCE EQUIPMENT LICENSE AGREEMENT

This Surveillance Equipment License Agreement (the "Agreement") is made on this \_\_\_\_ day of May, 2023 (the "Effective Date") by and between Cumberland Electric Membership Corporation (the "Licensor") and Cheatham County Sheriff's Office, a Law Enforcement Agency (the "Licensee").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

### 1. SCOPE OF AGREEMENT

1.1 Licensee, intending to deploy surveillance camera(s), desires to locate equipment on existing or new poles and/or other structures ("Structures") located in the public right-of-way ("PROW") that are owned or controlled by Licensor either wholly or jointly with others within Licensor's service territory.

1.2 Licensor owns Structures located in PROW, and wishes to cooperate with Licensee to allow attachment of its Equipment to Licensor's structures for legal surveillance.

1.3 Pursuant to this Agreement, Licensor, on a site by site basis, gives Licensee a limited license to use particular Locations for Equipment in the manner and for the purposes set forth herein.

### 2. TERM OF AGREEMENT.

2.1 This Agreement shall commence on the date of execution and shall remain in effect for as long as Licensee is engaged in the activity of surveillance and has equipment attached to Licensor's Structures.

### 3. AUTHORITY FOR ATTACHMENTS AND MODIFICATIONS.

3.1 No Equipment shall be attached to any Licensor Structure until either;

- (a) An official Correspondence has been submitted by Licensee requesting attachment of equipment and verifying that (1) the Licensee is a Law Enforcement Agency with legal authority to perform surveillance at the listed location, and (2) the attaching Structure is located in the PROW, or;
- (b) Licensee has obtained and submitted a warrant to perform surveillance at Licensor's Structure not located in the PROW

3.2 No Equipment shall be attached to any Licensor Structure until this Surveillance Equipment License Agreement has been fully executed by both parties.

3.3 Licensor may accept or reject an request for attachment to a specific Structure for cause, or may place reasonable conditions on any such approval upon a specific size, location and manner of installation of the Equipment if it reasonably determines that (i) Licensee's use of a proposed Structure is unsuitable or incompatible with Licensor's use of the Structure, (ii) a site or Licensor Structure has insufficient capacity based upon applicable industry, operational, safety, reliability or engineering standards, (iii) the Equipment materially jeopardizes the structural integrity of the Locations and pole replacement is not feasible, (iv) the Site Permit violates any covenants and restrictions applicable to the Locations, or (v) Licensee's use of the proposed Structure may be found to be unlawful due to its location or use.

3.4 Licensee agrees to comply with all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Equipment. Additionally, Licensee shall obtain and maintain, at its sole cost and expense, any and all easements, licenses, consents, franchises, certifications, permits or other authorizations required from any property owner or governmental entity in connection with the in use and operation of Equipment on any Licensor Poles.

3.5 In the event of any emergency condition during or after installation that threatens persons or property, Licensor may, in its reasonable discretion, disconnect or remove Licensee equipment until such condition is remedied.

### 4. REQUESTS FOR ATTACHMENTS AND MODIFICATIONS.

4.1 Licensee shall submit a Request to Licensor for the attachment of proposed Equipment to Locations, and shall specify therein (1) the kind of Attachment sought, (2) the date proposed for such Attachment, (3) the expected duration of the attachment, (4) a description of the Equipment, and (5) the address and exact location of the Structure.

4.2 Licensor will inform Licensee of any Make Ready work necessary to accommodate the proposed attachment of Equipment or the proposed Modifications and the estimated Cost of such Make Ready work, if any.

### 5. COST AND SCHEDULING OF MAKE READY.

5.1 If applicable, Licensee agrees to pay in advance the estimated Cost of all Make Ready, as such Cost is identified in the response to an attachment request, unless such cost is nominal and waived by Licensor. The Make Ready work will be performed as soon as is reasonably practicable consistent with the requested schedule provided to Licensor by Licensee in accordance with this Agreement.

### 6. REMOVAL, REPLACEMENT OR RELOCATION.

6.1 In the event of any emergency that threatens persons or property, Licensor may, in its reasonable discretion, without prior notice, remove any of Equipment. Licensee shall be responsible for reasonable and direct costs arising out of such removal, unless the removal was the result of the acts or omissions of Licensor or a third party. Licensor will give notice subsequent to Licensor's removal of Equipment as soon as practicable under the circumstances.

**7 COMPENSATION**

7.1 If applicable, Licensee agrees to pay Licensor all standard attachment fees and charges as set forth by Licensor's regulator (TVA) within thirty (30) days from the date of receipt of invoices from Licensor. The monthly Attachment fee for each Attachment may be waived by Licensor due to minimal duration and impact of the attachment.

**8 INSURANCE**

8.1 Licensee shall obtain and/or maintain insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limits as to any one occurrence providing risk protection from claims that may arise out of or result from Licensee's actions and operations, including violation of individual's Constitutional rights under the Fourth Amendment for unlawful searched and seizures related to surveillance. Licensee's policies of insurance shall name Licensor, its subsidiaries and affiliates as additional Insured parties provided that the coverage afforded as an additional insured shall be solely limited to liability specifically resulting from the conduct of the Licensee which may be imputed to the Licensor and further provided that the protections and liability limits provided will not exceed those applicable to a governmental entity under the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.) and no coverage will be provided for liability arising from acts or omissions of Licensor or any other third party.

**9 ASSIGNMENT.**

9.1 Neither party may assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of the other party.

**10 MISCELLANEOUS.**

10.1 Entire Agreement. This Agreement constitutes the entire understanding between the parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of the parties. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect and be binding upon the parties. No course of dealing between the parties and no failure to exercise any right hereunder shall be construed as a waiver or amendment of any provision hereof.

10.2 No Partnership or Joint Venture Created. The parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, Licensor and Licensee. Licensor and Licensee are each independent entities and nothing contained in this Agreement shall be construed to constitute either party an agent of the other.

10.3 Title VI. Both Parties to this Agreement acknowledge that they do not discriminate on the basis of race, color, national origin, income, gender, disability, or any other protected class in access to, or operations of its programs, services, activities, or in its hiring practices. CEMC is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program\\_intake@usda.gov](mailto:program_intake@usda.gov).

IN WITNESS WHEREOF, the parties to this Agreement by their duly authorized representatives have executed this Agreement to be effective as of the day and year first written above.

**Cumberland Electric Membership Corporation  
(Licensor)**

**Cheatham County Sheriff's Office  
(Licensee)**

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

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

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

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

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

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

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

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

RESOLUTION: 13(B)  
RESOLUTION TITLE: To Approve Mayor's Signature On RJ Young Contract For UT Extension  
DATE: May 15, 2023  
MOTION BY: Mr. James Hedgepath  
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

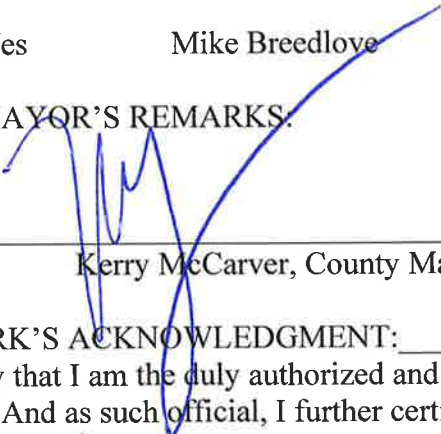
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on RJ Young contract for UT Extension is approved.

*A copy of the contract is attached.*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 19<sup>th</sup> day of May 2023.

  
Abby Short, County Clerk



**Barron, Ronald L**

---

**From:** Zack Weatherly <Zack.Weatherly@rjyoung.com>  
**Sent:** Monday, April 24, 2023 1:16 PM  
**To:** Barron, Ronald L  
**Subject:** RE: [EXTERNAL] Re: RJ Young Proposal  
**Attachments:** Sales Order For CHEATHAM COUNTY EXTENSION.PDF

Hey Ronnie,

I have attached the sales order here.

I will need the following: Signature, Print Name, Date, Title, as well as the signees initials on the bottom left of the second page. I will also need a copy of your tax-exempt form.

Thanks!



**Zack Weatherly**

Zack.Weatherly@rjyoung.com  
800-347-1955 | D: 615-515-7384  
RJYoung.com  
730 A Freeland Station Road, Nashville, TN 37228



*Watch our demo to learn how the Modern Office can help your business*

**From:** Zack Weatherly  
**Sent:** Monday, April 24, 2023 12:42 PM  
**To:** Barron, Ronald L <rbarron@utk.edu>  
**Subject:** RE: [EXTERNAL] Re: RJ Young Proposal

Hey Ronnie,

Sounds good! Just a heads up, I am here today and tomorrow but will be out of the office Wednesday – Friday this week, but will be back next Monday. Thanks!



**Zack Weatherly**

Zack.Weatherly@rjyoung.com  
800-347-1955 | D: 615-515-7384  
RJYoung.com  
730 A Freeland Station Road, Nashville, TN 37228



Watch our demo to learn how the Modern Office can help your business

**From:** Barron, Ronald L <[rbarron@utk.edu](mailto:rbarron@utk.edu)>  
**Sent:** Monday, April 24, 2023 11:05 AM  
**To:** Zack Weatherly <[Zack.Weatherly@rjyoung.com](mailto:Zack.Weatherly@rjyoung.com)>  
**Subject:** RE: [EXTERNAL] Re: RJ Young Proposal

Zack:

I have gotten my 3 quotes including yours and have taken them to our accounting office. I hope to get a PO from them soon and will contact you about a contract.

Thanks.

Ronnie

*Ronald L. Barron*  
Extension Agent & County Director

Cheatham County Extension  
UT Institute of Agriculture

162 John Mayfield Drive, Suite 110  
Ashland City, TN 37015

615-792-4420 Office / 615-792-2055 Office / 615-792-2036 Fax  
[rbarron@utk.edu](mailto:rbarron@utk.edu) | [extension.tennessee.edu/cheatham](http://extension.tennessee.edu/cheatham)



*"Run toward your giants"* (quote from a farm kid named David)

**From:** Zack Weatherly <[Zack.Weatherly@rjyoung.com](mailto:Zack.Weatherly@rjyoung.com)>  
**Sent:** Thursday, April 20, 2023 1:26 PM  
**To:** Barron, Ronald L <[rbarron@utk.edu](mailto:rbarron@utk.edu)>  
**Subject:** Re: [EXTERNAL] Re: RJ Young Proposal

Yes, it does.

Sent from my iPhone

**Zack Weatherly**

Account Executive

[Zack.Weatherly@rjyoung.com](mailto:Zack.Weatherly@rjyoung.com)

800-347-1955 | D: 615-515-7384

RJYoung.com

730 A Freeland Station Road, Nashville, TN 37228

*Click here to find our Key Technology Solutions to power your business*

On Apr 20, 2023, at 1:23 PM, Barron, Ronald L <[rbarron@utk.edu](mailto:rbarron@utk.edu)> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Zack,

That also includes fax, correct?

Ronnie

Sent from my iPhone

On Apr 20, 2023, at 12:59 PM, Barron, Ronald L <[rbarron@utk.edu](mailto:rbarron@utk.edu)> wrote:

Thank you Zack. I am out of the office today and tomorrow. Will get back asap.

Ronnie

Sent from my iPhone

On Apr 20, 2023, at 12:18 PM, Zack Weatherly <[Zack.Weatherly@rjyoung.com](mailto:Zack.Weatherly@rjyoung.com)> wrote:

Hey Ronnie,

Please see the attached proposal. I have included two options for you to review. The Canon iR ADV C257iF is the upgraded version of your current device and prints at 26 pages per minute and the Canon iR ADV C357iF is the step-up version of your current device and prints at 36 pages per minute.

I also went through your meters and covered you for the number of BW and Color prints you have been averaging per month over the last year. Please let me know your thoughts or if you have any questions. Thanks!

<image001.png>

**Zack Weatherly**

[Zack.Weatherly@rjyoung.com](mailto:Zack.Weatherly@rjyoung.com)

800-347-1955 | D: 615-515-7384

RJYoung.com

**730 A Freeland Station Road, Nashville, TN 37228**

<image002.png> <image003.png> <image004.png>

*Watch our demo to learn how the Modern Office can help your business.*

<RJ Young Proposal For CHEATHAM COUNTY EXTENSION.pdf>

<Canon iR ADV C357iF.pdf>

<Canon iR ADV C257iF.pdf>

<b>RJ Young Company - Nashville</b>		(615)255-8551	Page 1 of 2	
P.O. Box 40623 Nashville, TN 37204		(800)347-1955	Order # HPH500	
<b>Purchase Agreement</b>		Customer Purchase Order		Sales Rep #
<i>Billing Location</i>		<i>Install Location</i>		
Full Customer Name - Include Inc., Corp., LLC etc. CHEATHAM COUNTY EXTENSION		Customer Name CHEATHAM COUNTY EXTENSION		
Street Address 162 John Mayfield Dr STE 110		Street Address 162 John Mayfield Dr STE 110		
City Ashland City	State TN	Zip+4 37015	City Ashland City	State TN
Contact Name Ronnie Barron	Phone # 615-792-2013	Fax #	Master Contact Ronnie Barron	Phone # 615-792-2013
Email rbarron@ulc.edu		Email rbarron@ulc.edu		

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Canon		IR ADV C357IF - 36/36 PPM Color Copier			
1	Canon		Cassette Feeding Unit-AJ1			
1	Canon		Staple Finisher-Z1			

Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	4500.00
					Sales Tax	
					Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No <small>Missch Exemption Certificate</small>	Total 4500.00

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance SMP	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
		<b>\$166.20</b>	<b>Monthly</b>	<b>Quarterly</b>
Monthly Minimum Number of B&W Copies 2500	Overage Rate per B&W Copy 0.018500	Monthly Minimum Number of Color Copies 1500	Overage Rate per Color Copy 0.073300	<b>Agreement Includes</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Additional Unit <input type="checkbox"/> MAM <input type="checkbox"/> Used <input type="checkbox"/> Yes <input type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2	

Remarks:

<i>Additional terms and conditions on page 2.</i>		Sales Rep: _____ Date: _____	
Signature: _____		Sales Manager: _____ Date: _____	
Print Name: _____			
Title: _____ Date: _____			



Order # **HPH500**

Page 2 of 2

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

### SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify RJY of any change in the Meter Contact assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.

RESOLUTION: 13(C)

RESOLUTION TITLE: To Approve Mayor's Signature On Better Business Solutions Contract For Adult Probation

DATE: May 15, 2023

MOTION BY: Mr. James Hedgepath

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

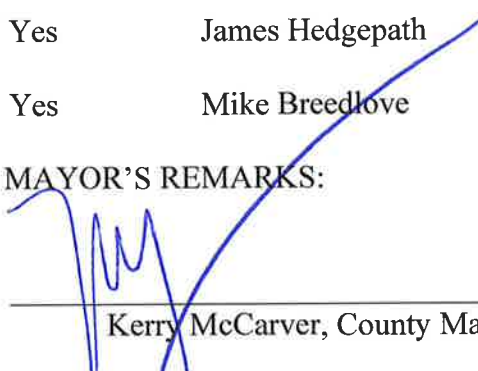
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Better Business Solutions contract for Adult probation (pending Attorneys review and approval) is approved.

*A copy of the contract is attached.*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
 \_\_\_\_\_  
 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 19<sup>th</sup> day of May 2023.

  
Abby Short, County Clerk





310 Wilson Pike Circle, P.O. Box 3549, Brentwood, TN 37024-3549  
 Phone 615-256-6485 • Fax 615-259-3400 • www.bbesolutions.com

**SALES ORDER**

CUSTOMER - BILL TO				DELIVERY ADDRESS			
NAME Cheatham County Probation Office				NAME Cheatham County Probation Office			
ADDRESS 100 Public Sq. ste. 117				ADDRESS 100 Public Sq. STE			
CITY, ST Ashland City, TN		ZIP 37015		CITY, ST Ashland City, TN		ZIP 37015	
PHONE # 615-792-2045		PO # 0		ATTN: Vicki Cholsser			
QTY	BRAND/MODEL	SERIAL NO.	ID NO.		AMOUNT		
1	Sharp BP-70M31				\$ 3,799.67		
	DE12 (Paper Tray)						
	TU10 (Center Exit Tray)						
	FX11 (Fax Kit)						
SPECIAL INSTRUCTIONS:				TERMS/NET UPON DELIVERY		Total Sales	\$ 3,799.67
						Less Trade-In	
MAINTENANCE CONTRACT PRICING:						SubTotal	\$ 3,799.67
B&W Images billed in arrears @ \$0.006						Sales Tax	\$ -
TRADE IN:	MAKE/MODEL	SERIAL NO.	AMOUNT			TOTAL	\$ 3,799.67

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

Salesperson: Better Business Equipment Co. Inc., d/b/a bbesolutions Customer: \_\_\_\_\_  
 Accepted On: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_ Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

## TERMS AND CONDITIONS OF SALE

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



Company Name:

Cheatham County Probation Office

**CONTROLLER Installation Process**

**Support:**

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

**Payment:**

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

Brand / Model	ID Number	SERIAL Number
Sharp BP-70M31		

**Overview:**

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

**Customer Responsibilities Include:**

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

**BBE Initial Installation Includes:**

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

**BBE Additional Services & Upgrades:**

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

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

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

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

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

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

**Limitation of Liability**

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

**Indemnification**

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

**Miscellaneous**

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

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

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

**Sales Person:**

\_\_\_\_\_ 0 \_\_\_\_\_

**Delivery Date:**

\_\_\_\_\_



### Maintenance Agreement for Copying Systems

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

**PLAN 1 -**

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

**All BLACK & WHITE images -**

\$ 0.006 per 8 1/2" x 11" **BLACK & WHITE** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for N/A copies per quarter.

Overage will be billed at a rate of \$ 0.006 per 8 1/2" x 11" **BLACK & WHITE** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

**All COLOR images -**

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

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

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

**METER READINGS:**

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

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

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

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

**PLAN 2 -**

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

**All BLACK & WHITE images -**

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

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

**All COLOR images -**

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

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

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

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

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

**I. Term of Agreement**

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

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

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

**III. Charges**

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

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

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

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

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

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

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

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

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

#### V. Limited Warranty

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

#### VI. Disclaimer of Warranties

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

#### VII. Hazardous Products

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

#### VIII. Limitation of Liability

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

#### IX. Indemnification

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



**X. General**

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

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

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

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

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

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

**Customer Accepts Plan:**

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

**BBE**

**CUSTOMER**

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

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

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

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

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

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

RESOLUTION: 13(D)

RESOLUTION TITLE: To Approve Mayor's Signature On Agreement Between Cheatham County Government And Joshua Wright, Architect

DATE: May 15, 2023

MOTION BY: Mr. James Hedgepath

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

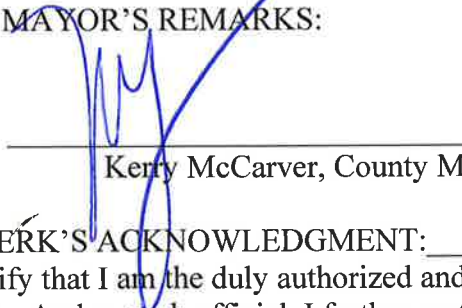
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Agreement between Cheatham County Government and Joshua Wright, Architect for renovations to the Cheatham County Health Department (pending Attorneys review and approval) is approved.

*A copy of the agreement is attached.*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 19<sup>th</sup> day of May 2023.

  
Abby Short, County Clerk



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the fifth day of May in the year Two thousand and twenty three  
*(In words, indicate day, month and year.)*

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

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

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

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

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 Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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**ARTICLE 1 INITIAL INFORMATION**

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

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

§ 1.1.1 The Owner's program for the Project:

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

Design for Renovations to The Cheatham County Health Department to include the following:

1. Renovation of front clerical area.
2. Renovation of clinical rooms.
3. Renovation of work areas.
4. Renovation of break room.
5. Installation of new flooring.
6. Installation of new exterior electronic sign
7. Repair existing roof where needed.
8. Install exterior premanufactured(24'x40'x12') metal canopy.
9. Renovate existing Med room including a new generator and a new HVAC inini split system.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size, location, dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

This project consists of an existing building that includes a Lower Floor area of 4,652 and a Main Floor area of 4,880 square feet. An existing, physical set of drawings have been provided by the Cheatham County Building and Codes Department.

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

\$673,900.00

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

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

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

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

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

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

Not applicable

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§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not Applicable

.2 Civil Engineer:

Not Applicable

.3 Other, if any:

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

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Joshua Wright  
8061 Highway 41A  
Cedar Hill, Tennessee 37032  
931-539-1941

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not applicable

.2 Mechanical Engineer:

TRK Engineering  
Tyler Kimbriel, P.E.  
1578 North Wrights Lane  
Gallatin, Tennessee 37066

.3 Electrical Engineer:

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Krell Engineering  
 Faron Bean, P.E.  
 102 Hartman Drive  
 Suite G251  
 Lebanon, Tennessee 37087

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicable

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

Not applicable.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than NA (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

### § 3.3 Design Development Phase Services

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

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

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

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

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

##### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;

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- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

**§ 3.6.3 Certificates for Payment to Contractor**

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

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

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

**§ 3.6.4 Submittals**

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect to coordinate with Owner
§ 4.1.1.22 Security evaluation and planning	Architect to coordinate with Owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect to coordinate with Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

**§ 4.1.2 Description of Supplemental Services**

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

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

Not Applicable

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

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

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

**§ 4.2 Architect's Additional Services**

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

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

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

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

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

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

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty ( 20 ) visits to the site by the Architect during construction
- .3 Twenty ( 20 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3,6,6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

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

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

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Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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

#### ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

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

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

### § 8.2 Mediation

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

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

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

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

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

init.

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

### § 8.3 Arbitration

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

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

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

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

### § 8.3.4 Consolidation or Joinder

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

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

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

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

## ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

- .1 Termination Fee:  
Percentage of work completed.
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:  
Percentage of work completed

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

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

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

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

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

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all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

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

.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

Seven point five (7.5 %) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly Rate @ \$185.00 per hour.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent ( 5 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	10	percent (	ten	%)
Design Development Phase	10	percent (	ten	%)
Construction Documents Phase	60	percent (	sixty	%)
Procurement Phase	5	percent (	five	%)
Construction Phase	5	percent (	five	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

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

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

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

Employee or Category	Rate (\$0.00)
Architect	\$185.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;

init.

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Not applicable.

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Five thousand fifty four dollars and 25 cents (\$ 5,054.25 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of NA (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Ten % 10

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

Not Applicable

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

Not Applicable

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ Not Applicable ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ Not Applicable ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Not Applicable

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

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

Kerry McCarver Mayor  
\_\_\_\_\_  
*(Printed name and title)*

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

Joslua A. Wright Architect  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

Int.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:44:39 ET on 05/04/2023.

### **PAGE 1**

**AGREEMENT** made as of the fifth day of May in the year Two thousand and twenty three

...

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

...

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

...

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

### **PAGE 2**

Design for Renovations to The Cheatham County Health Department to include the following:

1. Renovation of front clerical area.
2. Renovation of clinical rooms.
3. Renovation of work areas.
4. Renovation of break room.
5. Installation of new flooring.
6. Installation of new exterior electronic sign
7. Repair existing roof where needed.
8. Install exterior premanufactured(24'x40'x12') metal canopy.
9. Renovate existing Med room including a new generator and a new HVAC mini split system.

...

This project consists of an existing building that includes a Lower Floor area of 4,652 and a Main Floor area of 4,880 square feet. An existing, physical set of drawings have been provided by the Cheatham County Building and Codes Department.

### **PAGE 3**

\$673,900.00

...

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(1767983957)

TBD

...

TBD

...

TBD

...

TBD

...

Competitive Bid

...

Not applicable.

...

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

...

Not applicable  
**PAGE 4**

Not Applicable

...

Not Applicable

...

Joshua Wright  
8061 Highway 41A  
Cedar Hill, Tennessee 37032  
931-539-1941

...

Not applicable

...

TRK Engineering  
Tyler Kimbriel, P.E.  
1578 North Wrights Lane  
Gallatin, Tennessee 37066

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PAGE 5

Krell Engineering  
Faron Bean, P.E.  
102 Hartman Drive  
Suite G251  
Lebanon, Tennessee 37087

...

Not applicable

...

Not applicable.

PAGE 6

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than NA (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

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

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

PAGE 11

§ 4.1.1.1 Programming	Architect
-----------------------	-----------

PAGE 12

§ 4.1.1.3 Measured drawings	<u>Architect</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8 Civil engineering	<u>Not provided</u>
§ 4.1.1.9 Landscape design	<u>Not provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Not provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Architect</u>

...

§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not provided</u>

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§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18 Facility support services	<u>Not provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect to coordinate with Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect to coordinate with Owner</u>
§ 4.1.1.23 Commissioning	<u>Not provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect to coordinate with Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not provided</u>

...

Not Applicable  
**PAGE 14**

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty ( 20 ) visits to the site by the Architect during construction
- .3 Twenty ( 20 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion.

**PAGE 17**

Litigation in a court of competent jurisdiction  
**PAGE 19**

Percentage of work completed.

...

Percentage of work completed  
**PAGE 20**

(~~Seven point five (7.5)~~ ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

**PAGE 21**

Not applicable

...

Hourly Rate @ \$185.00 per hour.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent ( 5%), or as follows:

...

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Schematic Design Phase	<u>10</u>	percent (	<u>ten</u>	%)
Design Development Phase	<u>10</u>	percent (	<u>ten</u>	%)
Construction Documents Phase	<u>60</u>	percent (	<u>sixty</u>	%)
Procurement Phase	<u>5</u>	percent (	<u>five</u>	%)
Construction Phase	<u>5</u>	percent (	<u>five</u>	%)

...

Architect

\$185.00 per hour

**PAGE 22**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

...

Not applicable.

...

§ 11.10.1.1 An initial payment of Five thousand fifty four dollars and 25 cents (\$ 5,054.25 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of NA (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Ten % 10

**PAGE 23**

Not Applicable

...

Not Applicable

...

[ Not Applicable ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

...

[ Not Applicable ] Other Exhibits incorporated into this Agreement:

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...

Not Applicable

...

Kerry McCarver Mayor

Joshua A. Wright Architect



**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:44:39 ET on 05/04/2023 under Order No. 4104241688 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

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

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

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

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User Notes: \_\_\_\_\_

(1767983957)

RESOLUTION: 14  
RESOLUTION TITLE: To Approve Unclaimed Property For Circuit Court Clerk  
DATE: May 15, 2023  
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 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100.00, less a proportionate share of the cost of administering the program; and


WHEREAS, Cheatham County Legislative Body and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act; and

WHEREAS, Cheatham County Government agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year; and

WHEREAS, it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in this local government's general fund;

THEREFORE, BE IT RESOLVED that the Cheatham County Legislature Body of Cheatham County Tennessee requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the local government and its agencies is attached.

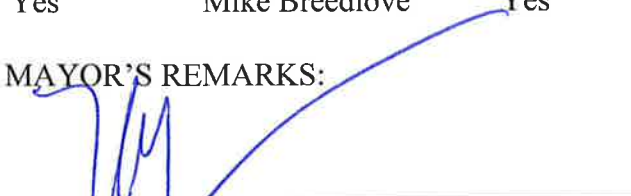
I hereby certify that this is a true and exact copy of the foregoing resolution which was approved and adopted at the meeting held on the 15<sup>th</sup> day of May, 2023, original which is on file in this office. I further certify that the Cheatham County Legislative Body consists of twelve members, and that eleven members voted in favor of the resolution.

  
\_\_\_\_\_  
(Signature)  
  
Seal Chairman, Cheatham County Commission  
(Title)

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 19<sup>th</sup> day of May 2023.



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

RESOLUTION: 15  
RESOLUTION TITLE: To Approve Installation Of New Ductless Split System At The Courthouse  
DATE: May 15, 2023  
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 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a bid by Denney Mechanical in the amount of \$8,095.04 for the installation to change out existing 2-zone, 18K ductless split system with new 2-zone Mitsubishi ductless split system with 2-9K indoor units at the Courthouse. Price includes all parts and labor.

*Funding Source: \$8,095.04 Capital Improvements*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 19<sup>th</sup> day of May 2023.

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



RESOLUTION: 16  
RESOLUTION TITLE: To Approve New Building Maintenance Facility  
DATE: May 15, 2023  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

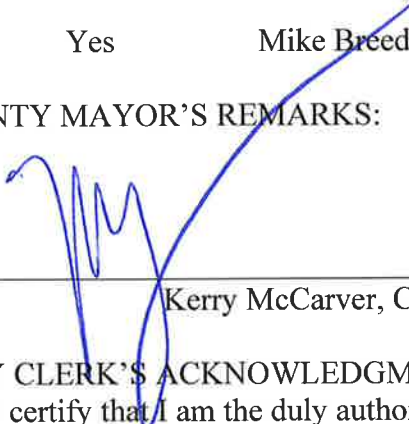
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a new Building Maintenance Facility by replacing the existing storage building on Jail Alley with new (50' X 30' X 11') metal building with office/restrooms/storage/garage area. Cost not to exceed \$350,000.

*Funding Source: \$350,000 Sale of the property to Ingram Industries*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 19<sup>th</sup> day of May 2023.

  
Abby Short, County Clerk



RESOLUTION: 17  
 RESOLUTION TITLE: To Approve Pavilion At Sycamore Square  
 DATE: May 15, 2023  
 MOTION BY: Mr. Walter Weakley  
 SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

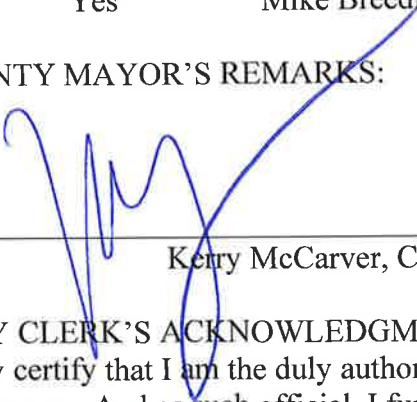
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize a 30' X 40" pavilion at Sycamore Square front parking lot near main entrance. Open roof only on concrete base to be used for farmer's market, local activities, etc. not to exceed \$30,000.

*Funding Source: \$30,000 Sale of the property to Ingram Industries*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

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

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



RESOLUTION: 18  
RESOLUTION TITLE: Consent Calendar  
DATE: May 15, 2023  
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 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

*Margie E. Beach  
Karla Faith Capps  
Kim Ford  
Kasey Kortz  
Sandra N. Rice  
Kathleen WaltenspielCook*

*Logan Bell  
Allisha Ellison  
Carrie B. Forrest  
Lori Jean Mangrum  
Carolyn A. Spicer  
Sheila E. Wright*

*Krystal Brunson  
Tammy R. Ferguson  
Marissa Gobbell  
Peggy Smith Pulley  
Caleb J. Stack*

RECORD: Approved by voice vote 1 Absent

David Anderson		Bill Powers
Calton Blacker	Absent	Walter Weakley
Ann Jarreau		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 19<sup>th</sup> day of May 2023.

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



RESOLUTION: 19  
RESOLUTION TITLE: Adjourn  
DATE: May 15, 2023  
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 15<sup>th</sup> day of May 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 6:57 P.M.

RECORD: Approved by voice vote 1 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

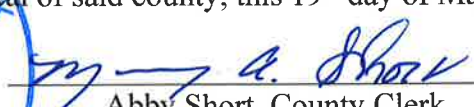
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 19<sup>th</sup> day of May 2023.



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