

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
May 20, 2024

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on May 20, 2024 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

DAVID ANDERSON	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 6:03 P.M.

Mr. Robert Sanders, 6th District, spoke in favor of funding restrooms/concessions at the Kingston Springs Soccer fields.

Ms. India Jordan, 2nd District, spoke in favor of removing the Moratorium on Sweethome Road.

Public Forum closed at 6:09 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:09 P.M

Invocation was offered by Mr. Ronnie Barron.

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

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

Motion was made by Mr. Bill Powers, seconded by Mr. Calton Blacker to approve the May 20, 2024 Legislative Body Meeting Agenda.

Motion approved by voice vote 4 Absent. See Resolution 2.

Motion was made by Mr. Bill Powers, seconded by Mr. David Anderson to approve the Minutes from the April 15, 2024 Regular Session Legislative Body Meeting.

Motion approved by voice vote 4 Absent. See Resolution 3.

NEW BUSINESS

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

The following was advertised to be heard:

- 1.) *Deahana Glynn Allen requesting a zone change from E1 to R1 for Map 86, Parcel 27.01. Property is located at 4344 Gourley Rd., in the 5th Voting District and is not in a Special Flood Hazard Area.*

No one spoke for or against these changes.

Public Hearing closed at 6:12 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Ms. Diana Lovell, seconded by Mr. Walter Weakley to approve the zone change request for Deahana Glynn Allen from E1 to R1 for Map 86, Parcel 27.01. Property is located at 4344 Gourley Rd., in the 5th Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 4.

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

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

Budget Amendments – County General

<i>Veterans' Service</i>	\$ 926.55
<i>Cheatham County Library</i>	\$ 382.00
<i>Other Emergency Management</i>	\$ 44,003.80
<i>Election Commission</i>	\$ 32,316.00
<i>Election Commission</i>	\$ 46,654.67
<i>Sheriff's Department</i>	\$ 39,200.00
<i>Special Patrols/Jail</i>	\$ 2,213.82
<i>Special Patrols/Jail</i>	\$ 27,834.11
<i>South Cheatham Library</i>	\$ 8,500.00

<i>Rural Fire Tax</i>	<i>\$ 18,350.00</i>
<i>Juvenile Court</i>	<i>\$ 26,000.00</i>
<i>Sheriff's Department</i>	<i>\$ 82,680.00</i>
<i>General Sessions Court</i>	<i>\$ 5,000.00</i>

Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: Various

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 5.

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

Budget Committee recommended, motion was made by Mr. Walter Weakley, seconded by Mr. James Hedgepath to approve the following Budget Amendments to the Highway/Public Works Fund:

Budget Amendments – Highway/Public Works

Highway Payroll Lines (61000 Administration / 62000 Highway and Bridge Maintenance / 63100 Operation and Maintenance of Equipment / 66000 Employee Benefits) \$42,201.85

Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: Highway Fund Balance

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 6.

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

Budget Committee recommended, motion was made by Mr. Diana Lovell, seconded by Mr. Bill Powers to approve the following Budget Amendments to the Solid Waste/Sanitation Fund:

Budget Amendments – Solid Waste/Sanitation

Other General Administration \$ 3,000.00

Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: Unused Budgeted Funds

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 7.

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

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. David Anderson to approve the following Budget Amendments to the Other Capital Projects – Jail Fund:

Budget Amendments – Other Capital Projects – Jail
Other General Administration \$ 5,000.00

Budget Vote (05/13/2024): 5 Yes 0 No 0 Absent
Funding Source: Unused Budgeted Funds

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 8.

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Calton Blacker to approve the following Budget Amendments to the General Debt Service Fund:

Budget Amendments - General Debt Service Fund
General Government \$ 5,835.40

Budget Vote (05/13/2024): 5 Yes 0 No 0 Absent
Funding Source: General Debt Service Fund Balance

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 9.

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

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to authorize the following Budget Amendments to the General Purpose School Fund and the Education Capital Projects Fund:

Budget Amendments - Transfers Out of General Purpose School:

Transfers Out \$ 460,000.00

Budget Amendments – Transfers In to Education Projects:

Education Capital Projects \$ 460,000.00

School Board Vote (05/13/2024): 5 Yes 0 No 1 Absent

Budget Vote (05/13/2024): 5 Yes 0 No 0 Absent

Funding Source: General Purpose School Fund Balance

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 10.

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

Budget Committee recommended, motion was made by Mr. Calton Blacker, seconded by Mr. David Anderson to approve the following:

Interfund Capital Outlay Note – Education Debt Service Request for Restroom/Concession Project - Not to Exceed \$2,460,000.00

Education Debt Service \$2,460,000.00

Education Capital Projects \$2,460,000.00

Funding Source: Education Debt Service

Budget Amendments – Transfers Out of General Purpose School:

Transfers Out \$ 500,000.00

Budget Amendments – Transfers In to Education Capital Projects:

Transfers In \$ 500,000.00

Funding Source: General Purpose School Fund Balance

School Board Vote (5/13/2024): 5 Yes 0 No 1 Absent

Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Motion approved by roll call vote 7 Yes 1 No 4 Absent. See Resolution 11.

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

Budget Committee recommended, motion was made by Mr. Bill Powers seconded by Mr. David Anderson to authorize the surplus of the following county assets to be disposed of from the County General Fund and donated or disposed of:

Department: Cheatham County Jail

Year / Make / Model: 2016 Ford Van
VIN: 1FTBW2ZM4GKA97341
Mileage: 120,756

Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent
Funding Source: None

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 12.

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

Budget Committee recommended, motion was made by Ms. Diana Lovell 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 Other Capital Projects – Jail Fund: 180-44530 (Sale of Equipment):

Department: Sheriff's Department

Items: Approximately 34 Watchguard Car Camera Systems
Approximately 55 Vista Body Cameras with Clips for Shirts or Vests
Approximately 34 Watchguard Cradle Points
Approximately 34 Watchguard Smart Power Over Ethernet (PoE) Switches

Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent
Funding Source: None

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 13.

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

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented a Special Recognition to the family of the Perry Brothers.

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

- A) Mayor's signature on BBE copier contract and Leaf Capital with addendums for Cheatham County Library*
- B) Mayor's signature on BBE copier contract with addendum for Election office*
- C) Mayor's signature on BioWaste LLC contract for EMS*
- D) Mayor's signature on contract between Joshua Wright and Cheatham County for Maintenance building design*

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 14.

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

OTHER COUNTY OFFICIALS

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee's monthly reports were included in the packet. Ms. Cindy Perry asked the Commission to make a decision on where to allocate interest. County Attorney, Mr. Micheal Bligh, stated that this will be included in the appropriation resolution next month.

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

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 15.

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

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

COUNTY SERVICES

VETERANS SERVICE – MS. ANGELA HUNT: Ms. Angela Hunt stated the Cheatham County VSO Office is still taking the overflow from other counties due to Montgomery and Davidson Counties being short on Veteran Service officers. Ms. Angela Hunt announced the video honoring Cheatham County Veterans is complete and will be released later in the week.

OTHER COUNTY OFFICIALS

SCHOOL BOARD – DR. CATHY BECK: Dr. Cathy Beck announced the Cheatham County Central High School softball team will be competing in state tournaments. Dr. Cathy Beck announced Harpeth High School, Sycamore High School and Cheatham County Central High School would be competing at the state track and field championship. Dr. Cathy Beck announced the American Sign Language Club performed the National Anthem for the Special Olympics.

COUNTY SERVICES

UT EXTENSION – MR. RONNIE BARRON: UT Extension highlights were included in the packet. Mr. Ronnie Barron gave an update about the new office. Mr. Barron announced he will be retiring in 8 days.

Ms. Sierra Knaus gave an update on the 4H summer camps.

STANDING COMMITTEES

BEER BOARD: Ms. Diana Lovell stated they will meet July 13th at 9:00 A.M. in the David McCullough Community Room.

EMERGENCY SERVICES: Mr. Bill Powers stated they will meet June 17th at 5:30 in the General Sessions Courtroom.

CALENDAR, RULES AND NOMINATING: Calendar, Rules and Nominating presented, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the appointment of Ms. Debra Anderson to the Beer Board.

Motion approved by voice vote 4 Absent. See Resolution 16.

Calendar, Rules and Nominating presented, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to present a Special Recognition to Mr. Ronnie Barron for his service.

Motion approved by voice vote 4 Absent. See Resolution 17.

County Mayor, Mr. Kerry McCarver, presented Mr. Ronnie Barron with a Special Recognition for his service to Cheatham County.

CONSENT CALENDAR

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to approve the following consent Agenda:

Notaries

*Jade M. Adkins
Thomas Shayne Bell
Richard Edwards Harris
Kayla Marie Hughes
Michelle Osment
Sherri Ann Shambaugh*

*Dana C. Albright
Leslie Danielle Bruce
Latoria D. Henderson
Donna A. Jackson
Becky Robertson
Deborah K. Thompson*

*Auna B. Beahm
Rachel M. Dutton
Michelle Lee Howell
Rhonda Miles
Caitlyn B. Runnels
Raeanna Varney*

Motion approved by voice vote 4 Absent. See Resolution 18.


ANNOUNCEMENTS AND STATEMENTS


Mr. James Hedgepath invited everyone to Wesley Haines car show at 1075 Leatherwood Road on June 1st at 9:00 A.M. All proceeds will benefit the Shiners Hospital.


Mr. Walter Weakley invited everyone to the Memorial Day Celebration on Monday, May 27th at 11:00 A.M. at the Veterans Memorial Park. Mr. Walter Weakley gave an update on the keynote speaker that will be attending the event.

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to adjourn at 7:00 P.M.

Motion approved by voice vote 4 Absent. See Resolution 19.


County Clerk


Legislative Body Chairman



RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: May 20, 2024
MOTION BY:
SECONDED BY:

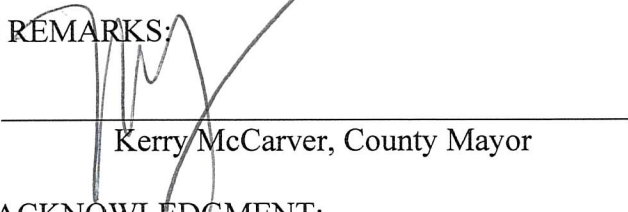
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Eight Commissioners present a quorum is declared.

RECORD: Approved by roll call vote 4 Absent

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

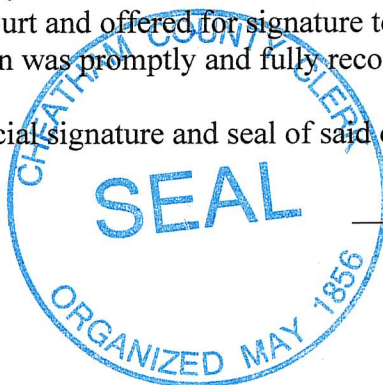
CHEATHAM COUNTY MAYOR'S REMARKS:



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 24th day of May 2024.




Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda
DATE: May 20, 2024
MOTION BY: Mr. Bill Powers
SECONDED BY: Mr. Calton Blacker

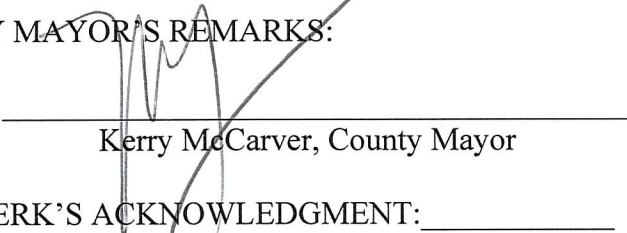
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the May 20, 2024 Legislative Body meeting is approved.

RECORD: Approved by voice vote 4 Absent

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

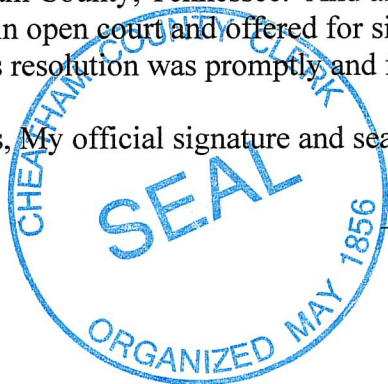
CHEATHAM COUNTY MAYOR'S REMARKS:


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 24th day of May 2024.




Abby Short, County Clerk

RESOLUTION: 3

RESOLUTION TITLE: To Approve Minutes

DATE: May 20, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. David Anderson

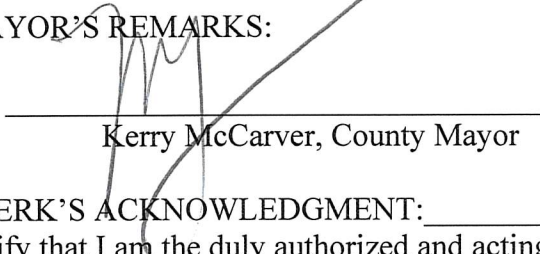
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the April 15, 2024 Regular Session Legislative Body Meeting is approved.

RECORD: Approved by voice vote 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

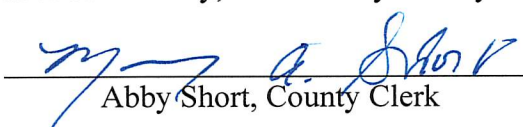

Kerry McCarver, County Mayor

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 24th day of May 2024.




Abby Short, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: To Approve The Zone Change Request For Deahana Glynn Allen
From E1 To R1 For Map 86, Parcel 27.01

DATE: May 20, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Walter Weakley

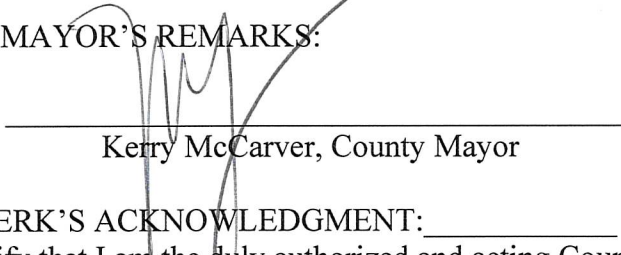
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Deahana Glynn Allen from E1 to R1 for Map 86, Parcel 27.01. Property is located at 4344 Gourley Rd., in the 5th Voting District and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

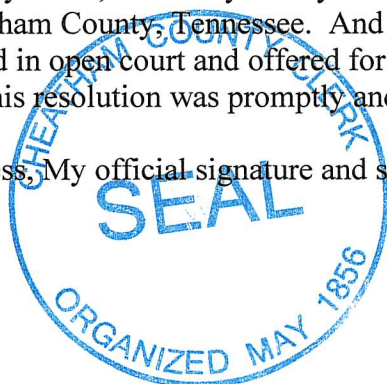
CHEATHAM COUNTY MAYOR'S REMARKS:



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 24th day of May 2024.




Abby Short, County Clerk

RESOLUTION: 5

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

DATE: May 20, 2024

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

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

Veterans' Services

101 – 34645 – 01	Committed for Other Operations	\$926.55
101 – 58300 – 105	Supervisor/Director	\$926.55

Transfer funds from VSO Reserve to payout Lloyd Sharp's vacation hours

NOTE: Other amendments

Cheatham County Library

101 – 47590	Other Federal through State	\$382.00
101 – 56500 – 719 – 001	Office Equipment	\$382.00

Transfer funds from State Technology Grant to reimburse expenditure line that items were purchased from

Other Emergency Management

101 – 47235	Homeland Security Grants	\$44,003.80
101 – 54490 – 499	Other Supplies and Materials	\$44,003.80

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

Election Commission

101 – 47590	Other Federal through State	\$32,316.00
101 – 51500 – 599	Other Charges	\$32,316.00

Transfer funds from Help America Vote Act (HAVA) Grant to reimburse expenditure line that items were purchased from

Election Commission

101 – 46990	Other State Revenues	\$46,654.67
101 – 51500 – 349	Printing, Stationery, and Forms	\$ 266.12
101 – 51500 – 709	Data Processing Equipment	\$ 1,766.18
101 – 51500 – 719	Office Equipment	\$ 3,536.30
101 – 51500 – 193	Election Workers	\$30,887.75
101 – 51500 – 599	Other Charges	\$ 7,095.39
101 – 51500 – 351	Rentals	\$ 1,126.26
101 – 51500 – 435	Office Supplies	\$ 602.30
101 – 51500 – 336	Maintenance and Repair Services – Equipment	\$ 1,350.00
101 – 51500 – 355	Travel	\$ 24.37

Transfer funds from the State of Tennessee Elections Department to reimburse expenditure lines that items were purchased from for the Presidential Preference Primary held on March 5, 2024

Sheriff's Department

101 – 46210	Law Enforcement Training Programs	\$39,200.00
101 – 54110 – 189	Other Salaries and Wages	\$39,200.00

Transfer State Law Enforcement Training Program funds to pay out officers' training pay

Special Patrols/Jail

101 – 46290	Other Public Safety Grants	\$2,213.82
101 – 54210 – 599 – TCI	Other Charges – TCI Grant	\$2,213.82

Transfer funds received from a Tennessee Corrections Institute (TCI) Training Grant to purchase equipment that will be used to train our jailers

Special Patrols/Jail

101 – 47250	Law Enforcement Grants	\$27,834.11
101 – 54210 – 599 – FFATA	Other Charges – FFATA Grant	\$27,834.11

Transfer funds received from Federal Funding Accountability and Transparency Act (FFATA) Grant to reimburse for items purchased

South Cheatham Library

101 – 48130 – Libry	Contributions	\$8,500.00
101 – 56500 – 432 – 002	Library Books	\$5,000.00
101 – 56500 – 435 – 002	Office Supplies	\$1,500.00
101 – 56500 – 719 – 002	Equipment	\$2,000.00

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

Rural Fire Tax

101 – 34625 – 02	Committed for Public Safety	\$18,350.00
101 – 54320 – 358 – 001	Remittance of Rev Collected–Kingston Springs Fire Tax	\$1,650.00
101 – 54320 – 358 – 002	Remittance of Rev Collected–Pegram City/Rural Fire Tax	\$5,150.00
101 – 54320 – 358 – 003	Remittance of Rev Collected–Ashland City Fire Tax	\$1,650.00
101 – 54320 – 358 – 004	Remittance of Rev Collected–Pleasant View Fire Tax	\$7,150.00
101 – 54320 – 358 – 006	Remittance of Rev Collected Two Rivers/Petway Fire Tax	\$2,600.00
101 – 54320 – 358 – 007	Remittance of Rev Collected–Harpeth Ridge Fire Tax	\$ 150.00

Transfer funds from Fire Tax reserve to cover expenses incurred in Pegram, Ashland City, Pleasant View, Kingston Springs, and Harpeth Ridge fire districts for fiscal year 2023-2024

Juvenile Court

101 – 39000 Unassigned \$26,000.00
101 – 53500 – 309 Contracts with Government Agencies \$26,000.00

Transfer funds from fund balance to cover a shortage in the juvenile detention line due to an increase in juveniles committing serious crimes in Cheatham County requiring them to be detained more often and for longer periods of time. Any unused funds will go back to Fund Balance at year end.

Sheriff's Department

101 – 39000 Unassigned \$82,680.00
101 – 54110 – 716 Law Enforcement Equipment \$82,680.00

Transfer funds from County General fund balance to purchase 60 ballistic vests. The current vests have reached their expiration date and must be replaced. The majority of this expense will be reimbursed by grant funds.

General Sessions Court

101 – 39000 Unassigned \$5,000.00
101 – 53300 – 719 Office Equipment \$5,000.00

Transfer funds from County General fund balance to purchase 2 laptops, supporting software, and accessories needed for the 2 Judicial Commissioners

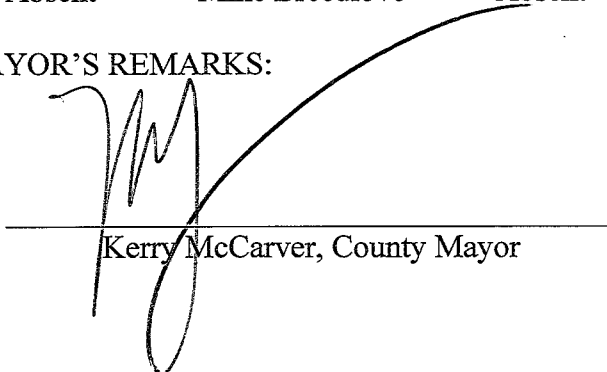
Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: Various

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.



Abby Short, County Clerk



RESOLUTION: 6

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

DATE: May 20, 2024

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. James Hedgepath

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

NOTE: The following amendments are to move funds from fund balance to cover an extra payroll for fiscal year 2023-2024 due to the bi-weekly payroll schedule affected by leap years (occurs every 11 years). This occurred in County General and Solid Waste last year. Highway was on a different pay day schedule from County General and Solid Waste, but we are correcting that this year so County General, Highway, and Solid Waste will be on the same schedule going forward.

Highway Payroll Lines (61000 Administration / 62000 Highway and Bridge Maintenance / 63100 Operation and Maintenance of Equipment / 66000 Employee Benefits)

131 – 34550	Restricted for Highways/Public Works	\$42,201.85
131 – 61000 – 101	County Official/Administrative Officer	\$3,970.45
131 – 61000 – 103	Assistant(s)	\$1,327.85
131 – 61000 – 162	Clerical Personnel	\$2,261.94
131 – 62000 – 141	Foremen	\$7,414.54
131 – 62000 – 144	Equipment Operators – Heavy	\$8,228.72
131 – 62000 – 149	Laborers	\$1,597.65
131 – 63100 – 141	Foremen	\$3,136.90
131 – 63100 – 142	Mechanic(s)	\$5,663.80
131 – 66000 – 201	Social Security	\$2,000.00
131 – 66000 – 204	Pensions	\$6,600.00

Transfer the cost of one additional Highway payroll (for all departments) from Highway Fund Balance

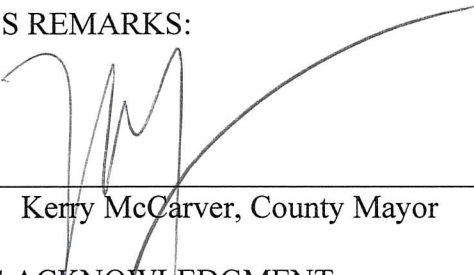
Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: Highway Fund Balance

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.





Abby Short, County Clerk

RESOLUTION: 7

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

DATE: May 20, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

Other General Administration

116 – 55732 – 149 Laborers \$3,000.00

116 – 51900 – 510 Trustee's Commission \$3,000.00

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

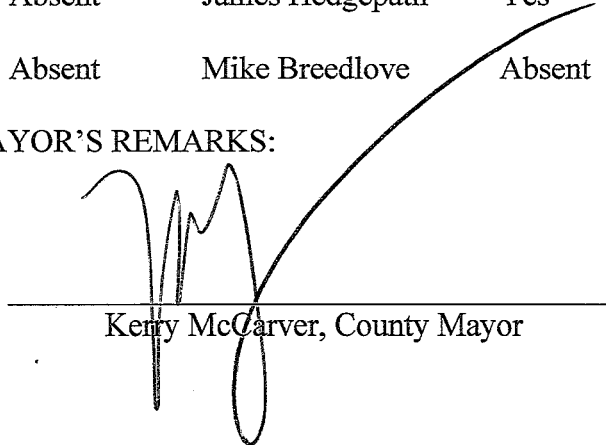
Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: Unused Budgeted Funds

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.





Abby Short, County Clerk

RESOLUTION: 8

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

DATE: May 20, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Other Capital Projects – Jail Fund:

Other General Administration

180 – 91130 – 168 Temporary Personnel \$5,000.00

180 – 51900 – 510 Trustee's Commission \$5,000.00

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

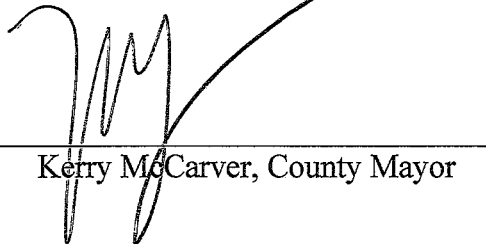
Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: Unused Budgeted Funds

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.



Abby Short, County Clerk



RESOLUTION: 9

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

DATE: May 20, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Debt Service Fund:

General Government

151 – 34580	Restricted for Debt Service	\$5,835.40
151 – 82210 – 613 – 01	Interest on Other Loans	\$5,835.40

Transfer funds from General Debt Service fund balance to cover a shortage in the interest expenditure line

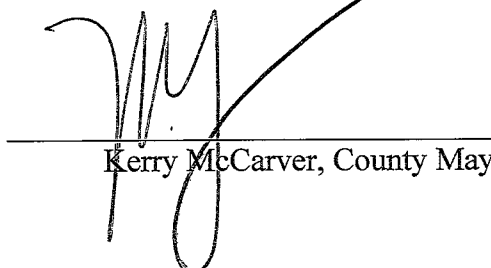
Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: General Debt Service Fund Balance

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.



Abby Short, County Clerk



RESOLUTION: 10

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

DATE: May 20, 2024

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 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 and the Education Capital Projects Fund:

Transfers Out of General Purpose School:

Transfers Out

141 – 39000	Unassigned	\$460,000.00
141 – 99100 – 590	Transfers to Other Funds	\$460,000.00

Transfer funds from General Purpose School fund balance to purchase maintenance department equipment and tools

Transfers In to Education Capital Projects:

Education Capital Projects

177 – 49800	Transfers In	\$460,000.00
177 – 91300 – 799	Other Capital Outlay	\$460,000.00

Transfer funds from General Purpose School fund balance to purchase maintenance department equipment and tools

School Board Vote (5/13/2024): 5 Yes 0 No 1 Absent

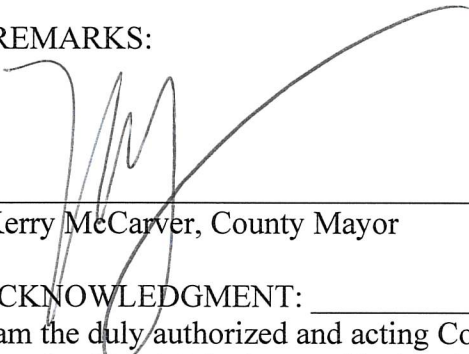
Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: General Purpose School Fund Balance

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

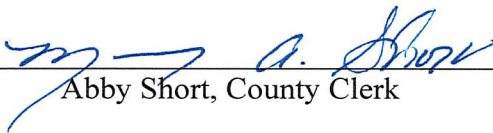

Kerry McCarver, County Mayor

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 24th day of May 2024.




Abby Short, County Clerk

RESOLUTION: 11

RESOLUTION TITLE: To Authorize An Interfund Capital Outlay Note For Restroom/Concession Project Not To Exceed \$2,460,000.00 And Budget Amendments For General Purpose School And Education Capital Projects For The Remaining \$500,000.00 Needed

DATE: May 20, 2024

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of the Cheatham County Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue interfund capital outlay notes in order to provide funds for the following public works project: Restroom/Concession Project (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing interfund capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

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

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

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Two Million Four Hundres and Sixty Thousand Dollars (\$2,460,000.00) (the "Notes"). The Notes shall be designated "Restroom/Concession Project Interfund Capital Outlay Notes, Series 2024"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed zero per cent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature not later than three (3) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 50 years.

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

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

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

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

days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be issued as an interfund loan from the Education Debt Service Fund to the Education Capital Projects Fund, as authorized in T.C.A. § 9-21-408.

Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.


Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.

Section 12. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 20th day of May, 2024.


(Local Government Chief Executive)

ATTESTED:


(Recording Officer)

Attachment 1
CAPITAL OUTLAY NOTE FORM

Registered Note No. _____

Registered \$ _____

(Name of Local Government)

of the State of Tennessee

Capital Outlay Notes, Series 20__

DATED: _____

INTEREST RATE: _____

MATURITY DATE: _____

Registered Owner: _____

Principal Sum: _____

_____, Tennessee (the Local Government) hereby
Principal Sum:

_____, Tennessee (the Local Government) hereby
acknowledges itself indebted, and for value received hereby promises to pay to the Registered
Owner hereof (named above), or registered assigns, the Principal Sum specified above on the
Maturity Date specified above or according to an amortization schedule attached hereto (unless
this note shall have been duly called for prior redemption and payment of the redemption price
shall have been duly made or provided for), upon presentation and surrender to the Local
Government or its agent, and to pay interest on the Principal Sum on _____
and thereafter on _____ of each year at the Interest Rate per annum
specified above or according to an amortization schedule attached hereto, by check, draft, or
warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on
the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the
note register maintained by or on behalf of the _____
_____ Local Government. Both principal of and interest on this note are payable
at the office of the Of the Local Government or a paying agent duly appointed by the Local
Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]

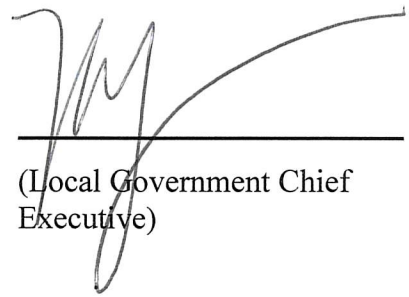
This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the _____ day of _____, 20____(the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.


Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the _____ and attested by the signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20_____.


(Local Government Chief
Executive)

ATTESTED:


(Recording Officer)



ASSIGNMENT

Note No. _____

Amount: \$ _____

For value received, the undersigned hereby sells, assigns, and transfers unto

(Name and Address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____
_____ attorney-in-fact, to transfer the same on the note register in the office of the _____
_____ or the agent of the Local Government with full power of
substitution in the premises.

Date: _____

Assignor: _____

Address: _____

*Approval of this note also provides approval of the following Budget Amendments:

Education Debt Service

156 – 34580	Restricted for Education Debt Service	\$2,460,000.00	
156 – 99100 – 590	Transfers to Other Funds		\$2,460,000.00

Education Capital Projects

177 – 49800	Transfers In	\$2,460,000.00	
177 – 91300 – 799	Other Capital Outlay		\$2,460,000.00

Funding Source: Education Debt Service

BE IT THEREFORE RESOLVED that the Cheatham County Legislative Body meeting in regular session this the 20th day of May 2024, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee: Authorize the following budget amendments for the General Purpose School Fund and the Education Capital Projects Fund:

Transfer Out of General Purpose School:

Transfers Out

141 – 39000	Unassigned	\$500,000.00	
141 – 99100 – 590	Transfers to Other Funds	\$500,000.00	

Transfer funds from General Purpose School fund balance to fund a portion of construction of restroom / concession stands for four schools

Transfer In to Education Capital Projects:

Education Capital Projects

177 – 49800	Transfers In	\$500,000.00	
177 – 91300 – 799	Other Capital Outlay	\$500,000.00	

Transfer funds from General Purpose School fund balance to fund a portion of construction of restroom / concession stands for four schools

Funding Source: General Purpose School Fund Balance

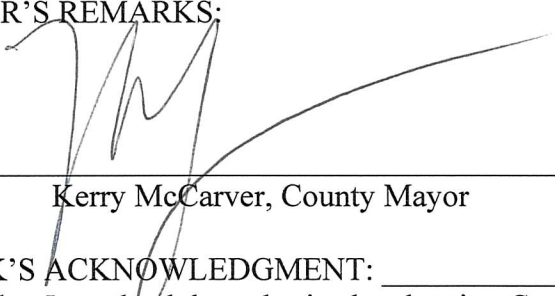
School Board Vote (5/13/2024): 5 Yes 0 No 1 Absent

Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

RECORD: Approved by roll call vote 7 Yes 1 No 4 Absent

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

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 24th day of May 2024.




Abby Short, County Clerk

RESOLUTION: 12

RESOLUTION TITLE: To Authorize The Following Surplus Items For County General Fund

DATE: May 20, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of from the County General Fund and donated or disposed of:

Department: Cheatham County Jail

Year / Make / Model: 2016 Ford Van
VIN: 1FTBW2ZM4GKA97341
Mileage: 120,756

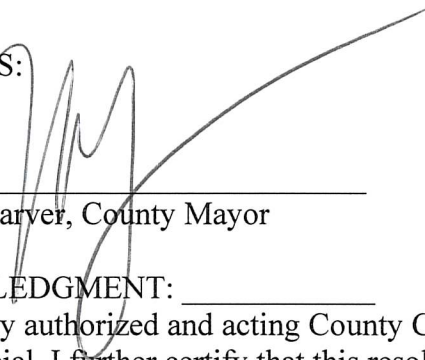
Once approved for surplus, the vehicle will be donated to Humphreys County. The van was originally purchased with grant funds through the jail budget.

*Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent
Funding Source: None*

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.



Abby Short, County Clerk



RESOLUTION: 13

RESOLUTION TITLE: To Authorize The Following Surplus Items For Other Capital Projects – Jail Fund

DATE: May 20, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to Other Capital Projects – Jail Fund: 180-44530 (Sale of Equipment):

Department: Sheriff's Department

Items: Approximately 34 Watchguard Car Camera Systems
Approximately 55 Vista Body Cameras with Clips for Shirts or Vests
Approximately 34 Watchguard Cradle Points
Approximately 34 Watchguard Smart Power Over Ethernet (PoE) Switches

Items are no longer compatible with new system. Once approved for surplus, items will be sold on GovDeals and the proceeds deposited into the Jail Fund.

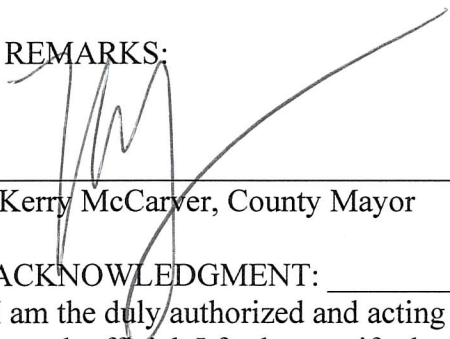
Budget Vote (5/13/2024): 5 Yes 0 No 0 Absent

Funding Source: None

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.





Abby Short, County Clerk

RESOLUTION: 14 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On BBE Copier Contract And Leaf Capital With Addendums For Cheatham County Library

DATE: May 20, 2024

MOTION BY: Ms. Diana Lovell

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

COMPLETED RESOLUTION:

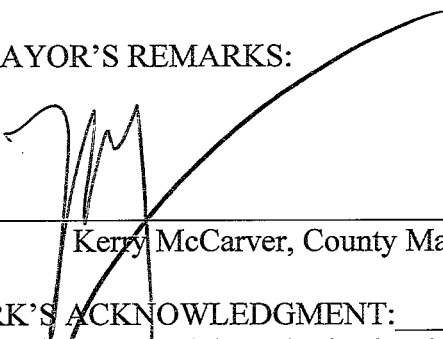
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the BBE copier contract and Leaf Capital with addendums for Cheatham County Library is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

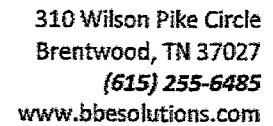
I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution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

Witness, My official signature and seal of said county, this 24th day of May 2024.



Abby Short, County Clerk





Order #:	568	Order Date:	04/16/2024	Sales Representative:	Scott Willett
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[illegible]

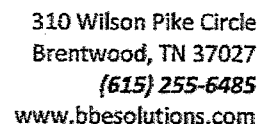
Upon execution by Customer this Sales Order shall constitute an offer by Customer to purchase the foregoing equipment and/or software for the price set forth above and upon the terms and conditions contained herein and on the reverse side of this Sales Order. Upon execution hereof by a duly authorized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

Better Business Equipment Co. Inc., d/b/a bbesolutions		Customer: Cheatham County Public Library	
Authorized Signature	Date	Authorized Signature	Date
Printed Name / Title		Printed Name / Title	

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALE

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



Order #:	568	Order Date:	04/16/2024	Sales Representative:	Scott Willett
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DELIVERY ADDRESS		CUSTOMER - BILL TO	
Customer #: CC00		Customer #: CC00	
Cheatham County Public Library		Cheatham County Public Library	
188 John Mayfield Drive S-200		188 John Mayfield Drive S-200	
Ashland City, TN 37015		Ashland City, TN 37015	
Contact:		Contact:	
Phone:		Phone:	(615) 792-4828
Fax:		Fax:	
Email:		Email:	
Meter Contact:		Meter Email:	

This Agreement consists of this Document and the attached Sales Order (the "Sales Order") and is made and entered into between Better Business Equipment Co., Inc. ("BBE") d/b/a bbesolutions and Cheatham County Public Library ("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.

Term	Service Payment	Start Date	End Date	Billing Cycle	Overage Billing Cycle
12 months	\$79.56			Quarterly	Quarterly

[illegible]

Oversize copies (11x17 & larger) will be billed as TWO copies.

Additional Comments

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.

Better Business Equipment Co. Inc., d/b/a bbesolutions		Customer: Cheatham County Public Library	
Authorized Signature	Date	Authorized Signature	Date
Printed Name / Title		Printed Name / Title	

I. Term of Agreement

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

II. Services To Be Provided By Company

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

III. Charges

Customer agrees to pay to Company in advance at the beginning of each billing period the total quarterly charges specified herein in accordance with the terms of this Agreement and the invoices to be issued by Company. Payment terms are net fifteen (15) days and will be in default if not paid within thirty (30) days of invoice. All payments are non-refundable. The charges due Company hereunder shall not be subject to change during the initial one (1) year term of this Agreement unless otherwise agreed to by Customer. Company may adjust its charges without notice to Customer at any time following the first anniversary of the Commencement Date. In the event that such charges are increased by more than twenty (20%) percent of the charges in effect immediately prior to such adjustment, Customer may terminate this Agreement by written notice to Company given within thirty (30) days following Customer's receipt of the first invoice reflecting such increased charges, failing which the adjusted charges shall remain effective until subsequently modified by Company.

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

IV. Limitations on Company's Obligations

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

- (i) Company's obligation to provide service, labor, parts or materials pursuant to this Agreement shall not apply to repairs made necessary, in whole or in part, by accident, misuse, overuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water or other casualty or by any other cause external to the Copier.
- (ii) Customer's use of unauthorized parts, elements, components, defective supplies or supplies not designed specifically for use in the Copier, the unauthorized modification of the Copier or the maintenance or repair of the Copier by personnel other than those of Company shall entitle Company to declare this Agreement null and void without further liability to Company.
- (iii) This Agreement and Company's obligations hereunder do not cover printer controllers or related software.
- (iv) Optimum performance of the Copier covered by this Agreement can be expected only if Customer uses supplies, including paper and toner, provided by or meeting the specifications recommended by the Company. If persons other than Company's representatives perform maintenance or repairs, or if Customer uses supplies other than those provided by company and such supplies are defective or not adaptable to use in or with the Copier, causing abnormally frequent service calls, service problems or unacceptable copy quality, then this Agreement may be terminated by Company without further liability. In the event Company exercises its right to terminate this Agreement, Customer may be offered continuing service on a time and materials basis at Company's hourly rates in effect from time to time. In such event Company's contract, parts and labor rates or prices are subject to change without notice.

V. Limited Warranty

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

VI. Disclaimer of Warranties

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

VII. Hazardous Products

Customer acknowledges that there may be parts, products or supplies covered under this Agreement that may be or become considered as hazardous materials under applicable laws and regulations. Company agrees to use reasonable efforts to make available to Customer safety information concerning said parts, products or supplies to the extent Company receives same from its manufacturers, vendors and sources of supply. Customer agrees to disseminate such information, so as to give warning of possible hazards to those persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. Customer agrees 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 of action accrues.

IX. Indemnification

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

X. General

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

The failure of any party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each and every provision. The waiver by any party of any of his rights under this Agreement or of any breaches by any other party in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other remedy, right, undertaking or obligation. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. The headings are used for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. Pronouns utilized herein shall be construed as the masculine, feminine, or neuter as applicable. The singular shall be construed as including the plural and the plural as singular as made necessary by the context. Any clerical errors are subject to correction.

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

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

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

Customer Accepts Plan: Cheatham County Public Library

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

BBE

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Title: _____

Date: _____

CONTROLLER Installation Process

Support:

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

Payment:

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

Brand / Model	ID Number	SERIAL Number
Sharp BP-70C31		

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:

Scott Willett

Delivery Date: _____



LEASE AGREEMENT

1720 A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: Cheatham County Public Library		Telephone No: (615) 792-4828	
Billing Address: 188 John Mayfield Drive S-200 Ashland City, TN 37015		Equipment Location (If other than Billing Address): 188 John Mayfield Drive S-200 Ashland City, TN 37015	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)			
1 Sharp BP-70C31			
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS 60 @ \$110.00 (plus taxes) followed by @ (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair Market Value, plus taxes <input type="checkbox"/> 10% of Equipment Cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	(a) Advance Payment: \$ (b) Security Deposit: \$ (c) Documentation Fee: \$ 69.95 Total due a+b+c =: \$
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defenses.			

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to

cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
- DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

- ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (505-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

- CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
- CHOICE OF LAW; THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

- MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Cheatham County Public Library		
<input checked="" type="checkbox"/> Lessee Authorized Signature	Print Name: _____ E-Mail Address: _____ Tax ID Number: _____	Title: _____ Date: _____
PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.		
SIGNED X	Print Name: _____	E-Mail Address: _____
Accepted by: LEAF CAPITAL FUNDING, LLC By:	Title: _____	Date: _____ (LEASE 01 2-7-2019)

ADDENDUM

This Addendum is executed this the ____ day of _____ 2024 by and between **Cheatham County, Tennessee (Cheatham County Public Library)** ("County") and **Better Business Equipment Co. Inc., d/b/a bbesolutions** ("Vendor")

1. Order of Precedence. County and Vendor have entered or are entering into an agreement (lease) for goods and/or services. This Addendum modifies such agreement and shall control over any contrary terms in the agreement and any other contract or document the parties have previously executed or hereafter execute. No document provided by Vendor shall control over the terms herein unless it specifically amends this Addendum, and such document is executed by both parties with proper authorization. This Addendum contains terms material to the agreement and the County is only authorized to enter into the agreement in conjunction with this Addendum.
2. Maximum Contract Term. The total term of the agreement, including extensions, shall not exceed five (5) years. In the event products or services continue to be provided following the expiration of the agreement, the County shall have the right to terminate the relationship upon giving thirty (30) days' notice. The County shall remain liable for products and services actually provided through the date of termination. The foregoing shall not be interpreted to prevent the parties from entering into sequential agreements that cumulatively exceed five (5) years.
3. Indemnification. In no event will the County indemnify or hold Vendor harmless from or against claims and/or damages, however defined, regardless of the nature of the liability, claim, or expense.
4. Insurance. County will maintain its usual property insurance coverage providing coverage for any goods being leased from Vendor. County is not required to maintain any type or amount of insurance and will not name Vendor as an additional insured on any policy of insurance. County does not waive any right of subrogation it or any insurance carrier may have against Vendor.
5. Security Interest. County does not grant Vendor a lien or any type of security interest in any property of the County. Vendor shall have no right to file any instrument purporting to assert a lien or security interest.
6. Choice of Law and Venue. The agreement will be governed by the laws of the State of Tennessee, not including choice of law principals. Venue for any actions shall be in the state and federal courts in Tennessee.

7. Confidentiality and Public Records. The County and Vendor will maintain the confidentiality of information and records in accordance with applicable law. No provision of the agreement shall require the County to keep any information or records confidential in contravention of applicable open records laws or make disclosure subject to notice or approval of Vendor.

VENDOR

CHEATHAM COUNTY

ADDENDUM

This Addendum is executed this the ____ day of _____ 2024 by and between **Cheatham County, Tennessee (South Cheatham Library)** ("County") and **LEAF Capital Funding, LLC** ("Vendor")

1. Order of Precedence. County and Vendor have entered or are entering into an agreement (lease) for goods and/or services. This Addendum modifies such agreement and shall control over any contrary terms in the agreement and any other contract or document the parties have previously executed or hereafter execute. No document provided by Vendor shall control over the terms herein unless it specifically amends this Addendum, and such document is executed by both parties with proper authorization. This Addendum contains terms material to the agreement and the County is only authorized to enter into the agreement in conjunction with this Addendum.
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6. Choice of Law and Venue. The agreement will be governed by the laws of the State of Tennessee, not including choice of law principals. Venue for any actions shall be in the state and federal courts in Tennessee.

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VENDOR

CHEATHAM COUNTY

RESOLUTION: 14 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On BBE Copier Contract With Addendum For Election Office

DATE: May 20, 2024

MOTION BY: Ms. Diana Lovell

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

COMPLETED RESOLUTION:

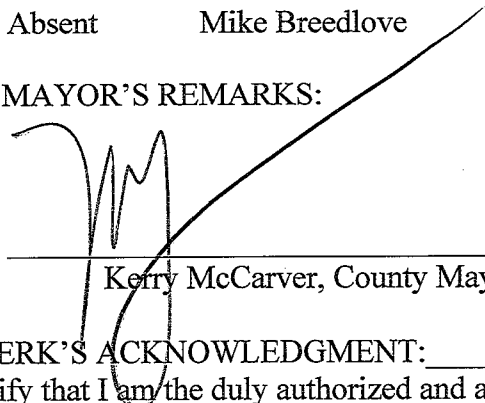
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the BBE copier contract with addendum for Election office is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.



Abby Short, County Clerk



Sales Order Form

Order #:	569	Order Date:	04/16/2024	Sales Representative:	Scott Willett
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DELIVERY ADDRESS	
Customer #: NAA607	
Cheatham County Election Commission	
188 County Services Dr	
Ashland City, TN 37015	
Contact:	
Phone:	
Fax:	
Email:	

CUSTOMER - BILL TO	
Customer #: NAA607	
Cheatham County Election Commission	
188 County Services Dr	
Ashland City, TN 37015	
Contact:	
Phone:	(615) 792-5770
Fax:	(615) 792-2014
Email:	

QTY	PRODUCT #	EQUIPMENT DESCRIPTION	UNIT PRICE	AMOUNT
1	BP-70C31	Sharp BP-70C31-31 PPM BW / 31 PPM Full-Color Workgroup Document System	\$5,500.00	\$5,500.00
1	BP-DE12	Sharp BP-DE12-Stand/1 x 550-sheet Paper Drawer		
1	BP-FX11	Sharp BP-FX11-Fax Expansion Kit		
1	BP-TU10	Sharp BP-TU10-Center Exit Tray (required if no finisher installed)		

Special Instructions:	Delivery/Install	
	Sale Total	\$5,500.00
	Total Due Now (50%)	
	Total due upon delivery (+applicable taxes)	

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.

Better Business Equipment Co. Inc., d/b/a bbesolutions		Customer: Cheatham County Election Commission	
Authorized Signature	Date	Authorized Signature	Date
Printed Name / Title		Printed Name / Title	

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALE

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



310 Wilson Pike Circle
Brentwood, TN 37027
(615) 255-6485
www.bbesolutions.com

Maintenance Agreement

Order #:	569	Order Date:	04/16/2024	Sales Representative:	Scott Willett
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DELIVERY ADDRESS

Customer #: NAA607

Cheatham County Election Commission

188 County Services Dr

Ashland City, TN 37015

Contact:

Phone:

Fgx:

Email:

CUSTOMER - BILL TO

Customer #: NAA607

Cheatham County Election Commission

188 County Services Dr

Ashland City, TN 37015

Contact:

Phone: (615) 792-5770

Fax: (615) 792-2014

Email:

Meter Contact:

Meter Email:

This Agreement consists of this Document and the attached Sales Order (the "Sales Order") and is made and entered into between Better Business Equipment Co., Inc. ("BBE") d/b/a bbsolutions and Cheatham County Election Commission ("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.

Term	Service Payment	Start Date	End Date	Billing Cycle	Overage Billing Cycle
12 months	\$213.75			Quarterly	Quarterly

[illegible]

Oversize copies (11x17 & larger) will be billed as TWO copies.

Additional Comments

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.

Better Business Equipment Co. Inc., d/b/a bbesolutions		Customer: Cheatham County Election Commission	
Authorized Signature	Date	Authorized Signature	Date
Printed Name / Title		Printed Name / Title	

I. Term of Agreement

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

II. Services To Be Provided By Company

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

III. Charges

Customer agrees to pay to Company in advance at the beginning of each billing period the total quarterly charges specified herein in accordance with the terms of this Agreement and the invoices to be issued by Company. Payment terms are net fifteen (15) days and will be in default if not paid within thirty (30) days of invoice. All payments are non-refundable. The charges due Company hereunder shall not be subject to change during the initial one (1) year term of this Agreement unless otherwise agreed to by Customer. Company may adjust its charges without notice to Customer at any time following the first anniversary of the Commencement Date. In the event that such charges are increased by more than twenty (20%) percent of the charges in effect immediately prior to such adjustment, Customer may terminate this Agreement by written notice to Company given within thirty (30) days following Customer's receipt of the first invoice reflecting such increased charges, failing which the adjusted charges shall remain effective until subsequently modified by Company.

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

IV. Limitations on Company's Obligations

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

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

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

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

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

V. Limited Warranty

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

VI. Disclaimer of Warranties

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

VII. Hazardous Products

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

VIII. Limitation of Liability

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

IX. Indemnification

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

X. General

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. This Agreement superseded all prior agreements, understandings, negotiations and representation with respect to the subject matter thereof. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by both parties hereto. The rights and obligations of the parties under this agreement shall inure to the benefit of and shall be binding upon their heirs, successors and permitted assigns. This Agreement is not assignable by Customer without Company's prior written consent. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement 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: Cheatham County Election Commission

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

BBE

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Title: _____

Date: _____

CONTROLLER Installation Process

Support:

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

Payment:

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

Brand / Model	ID Number	SERIAL Number
Sharp BP-70C31		

Overview:

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

Customer Responsibilities include:

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

BBE Initial Installation includes:

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

BBE Additional Services & Upgrades:

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

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

Customer's Signature _____

Date: _____

Please Print Name _____

Phone #: _____

Limitation of Liability

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

Indemnification

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

Miscellaneous

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

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

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

Sales Person:

Scott Willett

Delivery Date:

ADDENDUM

This Addendum is executed this the ____ day of _____ 2024 by and between **Cheatham County, Tennessee** ("County") and **Better Business Equipment Co., Inc. d/b/a bbesolutions** ("Vendor")

1. Order of Precedence. County and Vendor have entered or are entering into an agreement for goods and/or services. This Addendum modifies such agreement and shall control over any contrary terms in the agreement and any other contract or document the parties have previously executed or hereafter execute. No document provided by Vendor shall control over the terms herein unless it specifically amends this Addendum, and such document is executed by both parties with proper authorization. This Addendum contains terms material to the agreement and the County is only authorized to enter into the agreement in conjunction with this Addendum.
2. Maximum Contract Term. The total term of the agreement, including extensions, shall not exceed five (5) years. In the event products or services continue to be provided following the expiration of the agreement, the County shall have the right to terminate the relationship upon giving thirty (30) days' notice. The County shall remain liable for products and services actually provided through the date of termination. The foregoing shall not be interpreted to prevent the parties from entering into sequential agreements that cumulatively exceed five (5) years.
3. Delays. Any provisions entitling Vendor to payment from County based on delays in performing services or delivering goods will be limited to Vendor's reasonable costs incurred as a result of such delay.
4. Indemnification. In no event will the County indemnify or hold Vendor harmless from or against claims and/or damages, however defined, regardless of the nature of the liability, claim, or expense.
5. Insurance. County is not required to maintain any type or amount of insurance and will not name Vendor as an additional insured on any policy of insurance. County does not waive any right of subrogation it or any insurance carrier may have against Vendor.
6. Security Interest. County does not grant Vendor a lien or any type of security interest in any property of the County. Vendor shall have no right to file any instrument purporting to assert a lien or security interest.
7. Choice of Law and Venue. The agreement will be governed by the laws of the State of Tennessee, not including choice of law principals. Venue for any actions shall be in the state and federal courts in Tennessee.

8. Confidentiality and Public Records. The County and Vendor will maintain the confidentiality of information and records in accordance with applicable law. No provision of the agreement shall require the County to keep any information or records confidential in contravention of applicable open records laws or make disclosure subject to notice or approval of Vendor.

VENDOR

CHEATHAM COUNTY

RESOLUTION: 14 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On BioWaste LLC Contract For EMS

DATE: May 20, 2024

MOTION BY: Ms. Diana Lovell

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

COMPLETED RESOLUTION:

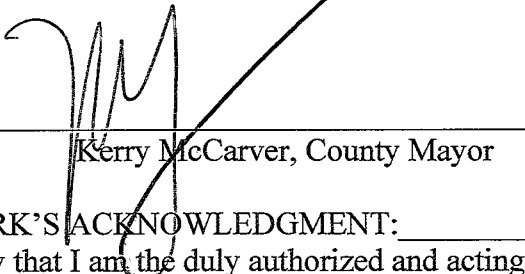
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the BioWaste LLC Contract for EMS is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

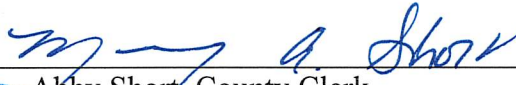


Kerry McCarver, County Mayor

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 24th day of May 2024.



Abby Short, County Clerk





BioWaste LLC

MEDICAL WASTE MANAGEMENT

This agreement is made between BioWaste, LLC "BioWaste" (independent contractor), Email contact of M.cruz@biowastetn.com and contact number (615) 491-4929 contact name is Matthew Cruz, and the following (the "Customer"): Cheatham County EMS

Mailing & Invoicing Address	
Company Name	Cheatham County EMS
Billing Contact Name	Amy Jones or Kim Evans
Billing Address	3455 Bell Street Ashland City, TN 37015
Billing Email	amy.jones@cheathamcountyttn.gov or kim.evans@cheathamcountyttn.gov
Billing Phone	615-792-7374
Fax	
Tax ID	
Service Address	
Service Address	SAME
Service Contact Name	BJ Hudspeth
Service Email	bj.hudspeth@cheathamcountyttn.gov
Service Phone	615-812-3934
Fax	

Services:

BioWaste is in business for collection, segregation, transportation, treatment, shredding, destruction and disposal all of the following, By placing a X mark next to the desired service Customer is signing on for BioWaste to provide this service and agrees that BioWaste shall collect, transport and dispose of all waste generated by Customer during the term of the agreement.

Type of Service	Customer signing up	Type of Service	Customer signing up
Regulated Medical Waste (RMW)	X	Document Destruction (MOP)	
Compliance Training		Product Destruction (PD)	

With respect to all types of services that are marked with an X, Customer agrees to use no other waste/ Document Destruction/ Product Destruction disposal service or method during the term of this agreement and any extension terms.

BioWaste shall collect, transport, shred, destroy or treat and dispose of all waste types for services that are marked with an X above (except non-conforming waste) generated by Customer during the term of this agreement. Responsibility for transportation of waste (RMW / MOP / PD) collected from Customer shall transfer and vest in BioWaste at the time it is loaded to BioWaste's Vehicle. Customer shall have title to all waste at all prior times. Customer shall hold title to any non-conforming waste at all times, whether refused for collection or returned to the Customer for proper disposal after collection. All regulated medical waste must be accompanied by properly completed shipping document pursuant 49 CFR 172.202 (manifest). BioWaste employees may refuse containers that are determined to be non-conforming waste. Customer represents and warrants that: (i) the waste presented for disposal will not contain any "radioactive" or "non-conforming" waste as defined by all applicable laws, regulations and defined on Exhibit A; (ii) the waste strictly conforms to BioWaste policies and their local laws and regulations; and (iii) they have reviewed the completed definitions and their requirements. Customer shall be liable for any and all injuries, losses and damages resulting from non-conforming waste.

1. **Definitions.** All of the definitions (The "definitions") set forth in Exhibit A attached hereto are incorporated herein by reference.

2. Online Training Courses.

BioWaste currently provides resources for its Customers on its website. These resources currently include those items set forth on Exhibit B attached hereto; however, BioWaste reserves the right to remove or discontinue any such resources in its sole discretion. Customers that elect to sign up for the compliance-training program will be charged a monthly fee of \$_____ (as compensation) for _____ credits per calendar year. This charge will not change for the term of this agreement.

To the extent that BioWaste provides Customer with any electronic or printed materials, including online training courses (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial use. BioWaste may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including, but not limited to, business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to BioWaste by its violation of the foregoing terms as well as the difficulty in calculating economic damage to BioWaste as a result thereof and therefore agrees to pay to BioWaste the sum of \$5000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to BioWaste at Customer's expense at the expiration or termination of this Agreement. BioWaste may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term.

3. HIPAA Compliance/Your Responsibility.

Any specimen containers, vacuum blood containers, IV bags, bottles, etc., with a patient's name or any other personal information, such as: Birthdate, Social Security Number, etc., this personal information must be destroyed by your facility before placing these specimens in the medical waste containers. Per HIPAA Compliance, it is your responsibility to ensure all client's personal information is destroyed before leaving your facility. You can use a black magic marker to destroy this information, or when possible peel the label off the specimen before placing in the medical waste containers.

4. Compensation.

BioWaste will receive payment for their services from the Customer/Practice being serviced as this agreement states. Both parties agree on a set amount for waste that will not change for the term of this agreement for regularly scheduled service.

Regulated Medical Waste

Container size	Price for 1st	Price for 2 or more	Max weight
18 Gallon			30 lbs.
28 Gallon	\$54.00	\$49.00	50 lbs.
38 Gallon			70 lbs.
96 Gallon			150 lbs.

Paper Shredding

Container size	Price for 1st	Price for 2 or more
Shred Vantage		
65 Gallon Tote		

Product Destruction

Pricing for product destruction services will be provided on a case-by-case basis.

Container size	Price
Pallet	

BioWaste shall charge Customer an initial set up fee for each trip of \$ 20.00 to setup containers/boxes/Console/tote at Customer's location to set up containers/boxes pursuant to the terms of this Agreement.

BioWaste could charge Customer an Emergency call fee of \$ 146.00 for each emergency trip to Customer's location to pick up waste pursuant to the terms of this Agreement.

The Fuel Surcharge is not a fixed charge but one that will vary directly with our current fuel costs - both up and down. As such, should diesel fuel and gas prices fall low enough the fuel surcharge could even disappear. Fuel Charges are applied to the invoice and will remain independent from our base rates and will be shown as a separate entry on your invoice. The fuel surcharge amount will be based upon our "average fuel costs" for both gas and diesel fuel as published by the Department of Energy's published Petroleum Administration for Defense District (PADD) data for the US for set-ups, pick-ups, and deliveries. The fuel surcharge will be re-evaluated on at least a monthly basis but may in BioWaste's discretion be more frequent based upon updated data.

If Customer's waste is Non-Conforming waste, BioWaste can, at its option, reject Non-Conforming waste and return it to Customer or require Customer to remove and dispose of the Non-Conforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 27) and pay or reimburse BioWaste for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Non-Conforming waste or other failure to comply or conform to this Agreement, including costs of inspection, packing, transportation, testing and analysis. Customer shall have all waste collected and placed inside of the appropriate provided container/box/console/tote, prior the drive arriving to service the location.

BioWaste may also impose an attempt fee in the event that BioWaste attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of BioWaste, either: (a) there is no waste for BioWaste to pick up; (b) waste is not ready for pick-up; or (c) the Customer location is closed. BioWaste may bill additional charges for each non-compliant container provided by Customer. Non-compliant containers subject to additional charges include, but are not limited to containers that are overweight under applicable laws, rules or regulations; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.

5. Transportation Vehicle Delay/Equipment.

In the event that a driver is at Customer facility and Customer has driver waiting due to personnel availability delay or other reasons, after 20 minutes a minimum charge of **\$45.00** per hour will be assessed to Customer. During a scheduled stop, special services fee could be assessed to remove barriers blocking access to waste. Customer shall be charged a fee to prepare and containerize waste for compliant transportation, as well as a fee to perform other labor services not specifically defined in this agreement at a minimum charge of **\$45.00 per hour**. Customer warrants that Customer's property is sufficient to bear the weight of BioWaste's equipment and vehicles and agrees that BioWaste shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

Customer shall have the care, custody and control of containers/boxes/containers/Tote and other equipment owned by BioWaste and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of BioWaste. Customer agrees to defend, indemnify and hold harmless BioWaste from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. Payment.

BioWaste will email invoice to Customer on the first of each month. Customers who have pick-up frequencies as stated below, shows the terms of payment and invoice terms. However, all invoices are due upon receipt.

Pick-up Frequencies:

Weekly ~ Every 5 weeks: Invoices will be sent on the 1st (first) of every month. Invoices are due upon receipt with a 30-day grace period.

Every 6 Weeks ~ Every 12 Weeks: Invoices will be sent once service is completed. Invoices are due upon receipt with a 30-day grace period.

On Call: Payment is due at the time of the request for pick-up. Payments may be made with a one-time payment with a credit card or have a credit card on file for auto payment.

Group Billing: Group billing will be billed on the 1st (first) of the month. However, if the pick-up frequency is the same; **Example: If group billing frequency all have 8-week frequency pick-up, then you will be billed in the "Every 6 Weeks ~ Every 12 Weeks category.**

7. **Late Fees.**

Customer agrees to pay a late charge on any amounts owed to BioWaste that are more than 30-days old, at a rate to the lesser of 1 ½% per month or the maximum rate permitted by law. Customer shall bear all costs that BioWaste may incur in collection overdue amounts from Customer, including, but not limited to costs for turning over to a collection agency, reasonable attorneys' fees, and court costs. Should any amounts due pursuant to the Agreement remain unpaid for more than 30-days of the debt's first invoice, BioWaste shall have the option, without notice to customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In the case an account is suspended due to non-payment there will be a one-time \$20.00 (twenty) processing fee to unsuspend your account once payment has been received.

In the event that BioWaste suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach, BioWaste may remove all container belonging to it from Customer's Customer's premises and assess a \$50.00 (fifty) pick-up fee for such removal.

8. **Attorneys' Fees.**

In the event that either BioWaste or Customer institutes any action or suit to enforce the provisions of this agreement and any damages, the prevailing party shall recover its cost; any other expenses incurred resolving any dispute including any reasonable attorneys' fees and expenses in obtaining such relief, regardless of whether formal judicial proceedings have been instituted.

9. **Notice.**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent by certified mail or return receipt requested, postage prepaid, addressed to such party at its respective last known address. Each party shall promptly notify the other of any change of ownership or business address. Either party shall deem notice effective on the date of receipt notice. Notice to the Customer shall be sent to the regular billing address noted herein.

Notice to BioWaste shall be sent to the following address:

BioWaste, LLC 210 Mitchell Blvd., Tullahoma, TN 37388

10. **Size of Container and Quantity.**

BioWaste will provide container(s) / box(s) / Console (s) or Tote (s) to the Customer/practice being serviced in this agreement of the following sizes and quantity. Console (s) or tote (s) shall have a drop slot and a key-locked dead bolt.

Regulated Medical Waste

Quantity	Container Size / Type	Quantity	Container Size / Type
	18 Gallon Container		38 gallons / Plastic Container
1	28 gallons / Cardboard Box		96 gallons / Plastic Container
	28 gallons / Plastic Container		

Paper Shredding

Quantity	Container Size / type
	Shred Vantage
	65 gallons Tote

Product Destruction

Quantity	Container Size / type

BioWaste LLC may refuse any container/Box/console/tote determined to be *Non-Conforming waste* per standards set by local, state and federal standards.

11. Lost Or Stolen BioWaste Plastic Containers.

BioWaste will have the right to charge the Customer for any plastic containers that are lost or stolen, either by the fault of the Customer or another waste company takes the plastic container(s). The cost to replace the plastic container(s) are as follows:

Regulated Medical Waste

18 - Gallon Plastic Container	\$150.00
28 - Gallon Plastic Container	\$150.00
38 - Gallon Plastic Container	\$180.00
96 - Gallon Plastic Container	\$280.00

Paper Shredding

ShredVantage	\$150.00
65 - Gallon Tote	\$150.00

12. Schedule Pick Up.

Both parties agree that the service being rendered by BioWaste will be on a schedule set based of:

Type of Service	Service Day	Frequency
Regulated Medical Waste	Tuesday	Every 4 Weeks
Document Destruction		
Product Destruction		

Unless the set day falls on a holiday and your scheduled pick up interval is less than every four (4) weeks, your waste will be picked up during your next regular scheduled pickup. If your scheduled pick up interval is every four (4) weeks or more we will need to contact your office to make arrangements to reschedule a pick up day that is workable for both BioWaste and your facility. Or one party agrees on the request of the other to have a pick up done before or after the set date for special reasons, then after service will resume to prior schedule.

13. Same Day Cancelations.

A 24 hours notice is required for scheduled pick up cancelations. A \$25.00 dollar fee will be assessed for Customers that gives less than 24 hours notice to cancel a scheduled pick up.

14. Service Attempts.

BioWaste will have the right to charge a service attempt charge of **Twenty-Five dollars (\$25)** for an attempt made inside of business hours of Customer/Practice as noted below or if no waste is collected at time of service per service type. However, if at time of service Customer employee has allowed other medical waste/ Document Destruction or Product Destruction Company to remove such waste the applicable compensation rates above will apply.

Monday	8:00 - 4:00 No Lunch
Tuesday	8:00 - 4:00 No Lunch
Wednesday	8:00 - 4:00 No Lunch
Thursday	8:00 - 4:00 No Lunch
Friday	8:00 - 4:00 No Lunch

15. Term/Expiration Date.

The Initial Term of this Agreement shall be 36 months, commencing on 06/01/2024 (the "Effective Date"), unless earlier terminated pursuant to the terms of this Agreement. This Agreement shall automatically renew thereafter for additional terms of Twelve (12) months each ("Renewal Term", with "Initial Term", collectively, the "Term") unless either party gives to the other party written notice of termination at least six (6) months prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term. All extensions terms shall be subject to the terms and conditions hereunder.

16. Advertising.

BioWaste and Customer each reserve the right to and the control of the use of its name, symbols, trademarks or service marks presently existing or later establish. Additionally, BioWaste or Customer shall not use the other party's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise without prior written consent of that party.

17. Availability For Inspection.

The Customer or its designated agents shall have the right to inspect the operations and facility of BioWaste with at least Seventy-Two (72) hours notice during regular business hours after such request. Upon request BioWaste will demonstrate its state of the art facility process that its employees use to render waste safe for final disposal and cleaning, drying process of RMW containers.

18. Termination / Suspension of Agreement and Renew.

In the event the customer/practice terminates this agreement prior to expiration date of the then currently existing Term or fails to perform any obligation under this agreement, BioWaste shall have without limitation all rights and remedies provided by law or in equity, as well as the right to recover from customer/practice an amount equal to Fifty (50) percent of the customer/practice average monthly charge multiplied by the number of months (including partial months) remaining until expiration date of Agreement. BioWaste shall have the right to terminate this Agreement at any time by giving Customer at least Sixty (60) days' notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in BioWaste's sole discretion, to continue performing this Agreement.

19. Compliance with Laws

Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

20. Customer Obligation / Responsibility

Customer agrees that they shall be solely liable for any and all required remedial action. Customer agrees to reimburse BioWaste for any regulatory fines attributed to the Customer improperly packaging, manifesting or labeling of the waste being serviced by BioWaste. Customer shall have waste prepared for shipment prior to medical waste pick up. In addition, Customer shall:

- Collect, identify, segregate RMW, Path, Trace Chemo, Non-Haz, Universal, Haz waste and control substance by placing them in appropriate containers as follows:
 - **RMW** into DOT approved red or gray plastic containers or cardboard box described herein, marked with the international Biohazard symbol, the wording "Biohazard or Infectious Waste", UN3291 N.O.S and 6.2 PG II.
 - Prior RMW pick up date Customer shall properly tie bag and handle each receptacle bag by placing the tied bags inside the provided collection container. Each container and its contents shall not exceed 50 pounds of total weight.
 - Secure the lid on each container of RMW by making sure all locking mechanisms are engaged. Red bag must not be visible once the container/ box is closed.
 - **Path Waste** into DOT approved cardboard box described herein, marked with the international Biohazard symbol, the wording "Biohazard or Infectious Waste", UN3291 N.O.S and 6.2 PG II. An additional marking the check box next to Pathological Waste with a black marker on both sides of box as this waste must be incinerated.
 - Prior to Path Waste pick up date customer shall properly tie bag and handle each receptacle bag by placing the tied bags inside the provided collection container. Each container and its contents shall not exceed 50 pounds of total weight.
 - Secure the lid on each container of Path Waste by making sure all locking mechanisms are engaged. Red bag must not be visible once the container/box is closed.
 - **Trace** into DOT approved yellow plastic containers or cardboard box described herein, marked with the appropriate labels. An additional marking the check box next to Trace Chemotherapy waste with a black marker on both sides of box as this waste must be incinerated.
 - Prior to Trace pick up date Customer shall properly tie bag and handle each receptacle bag by placing the tied bags inside the provided collection container or cardboard box. Each container or cardboard box and its contents shall not exceed 50 pounds of total weight.
 - Secure the lid on each container of Trace by making sure all locking mechanisms are engaged. Yellow bag must not be visible once the container/box is closed.

- **Haz Pharmaceutical / Waste** into DOT approved white / black plastic container or drum (Depending on kind of waste) with the international pictogram(s) and additionally with the hazardous label and other appropriate information on said label.

- Prior to Haz pick up (Depending on kind of waste) Customer will collect proper segregated Haz inserted into 8 / 18 gallon container.
- Ensuring securing lid on all sides by pressing firmly on the sides of container.
- Locking port lid by placing round cover in the lock position and pressing down.
- Place proper labeling for DOT purposes. Container must not weigh more than 60 pounds.

- **Non-Haz Pharmaceutical / Waste** into DOT approved white / blue plastic containers / cardboard box or drum described herein, marked with the international Non-Hazardous label and other appropriate information on said label.

- Prior to Non-Haz pick up (Depending on kind of waste) Customer will collect proper segregated Non-Haz inserted into 8 / 18 gallon container.
- Ensuring securing lid on all sides by pressing firmly on the sides of container.
- Locking port lid by placing round cover in the lock position and pressing down.

- **Labeling** Place proper labeling for DOT purposes. Container must not weigh more than 60 pounds.

- **Universal Waste** into DOT approved container plastic or cardboard (depending on kind of waste) marked with the international label and other appropriate information on said label.

- **Control Substance** into provided box small or large sizes available to be shipped via US mail, each box includes:

- DEA Form 222
- Return Authorization
- NDC lookup
- All regulatory required reports
- DEA & EPA compliant disposal & Destruction

- Customer shall allow BioWaste personnel unrestricted access to the areas used to accumulate or store the contained waste described herein and will facilitate the schedule removal and treatment of waste materials.

- Customer shall assure the removal of any material or other containers that may create a barrier to access and hinder the timely and effective performance of BioWaste route services personnel as they remove the waste and transfer it to a waiting vehicle.

- Customer shall provide appropriate security of RMW, Path, Trace, Haz Pharmaceutical/Waste, Non-Haz Pharmaceutical / Waste, Universal Waste and Control Substance while in their control.

- Customer personnel shall sign all manifest and retain a copy of the manifest and certificate of destruction in accordance with state and federal regulations.

- In the event that the Customer will be closed on any day other than a nationally recognized holiday and BioWaste is scheduled to collect and transport waste materials from the Customer on that day or days, the Customer's staff shall notify BioWaste at least Five (5) business days in advance of the planned date of the Customer's specific closure. If the facility requires additional boxes in order to skip a schedule stop, the Customer shall notify BioWaste at least Five (5) days prior to the stop that precedes the schedule day to be missed.

- The Customer shall, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this agreement; and agrees to inform BioWaste any time there is a substantial change in their ability to meet the requirements of this agreement.

21. BioWaste Obligations.

BioWaste, shall provide the following during the term of this agreement:

- Appropriate color-coded Containers, correct plastic liners, cardboard cartons, consoles or totes and transport vehicles to exercise the task necessary to the compliant collection of the waste to the disposal Facility.
- Provide a standard legally compliant manifest to the facility that will include the date, number of containers transported and provide to when required by law to Customer certificate of destruction of waste.
- BioWaste shall provide all materials, tools, equipment and supervision necessary to provide collection and removal of RMW, Path, Trace Chemo, Non- Haz, Universal Waste, Haz and Control Substances from facility.

- BioWaste LLC will provide a new or previously used RMW container(s) or paper consoles or totes that are properly marked prior returning them to the facility. All RMW containers will be emptied, clean and sanitized with a strong chemical cleaner, sanitizer, and further sanitizing them with 180-degree hot water and dry prior behind deemed ready for Customer use. This process exceeds established local, state and federal regulations. In some cases, a slight residual odor from plastic may be detectable by Customer or small residual solution from the cleaning process may be visible. For the purpose of this agreement, a properly cleaned and sanitized container shall be deemed acceptable for use by the Customer. All other containers/cartons not designed to be re-usable will be exchanged.
- During schedule national recognized holidays, BioWaste will notify the Customer in advance of any changes in the collection schedule. In the event that the Customer will be closed on any day other than national recognized holidays and BioWaste is scheduled to collect and transport waste from the facility on that day or days, BioWaste will re-schedule collection and transportation if: With sufficient notice, BioWaste will leave extra boxes at the facility to cover the missed collection day; or BioWaste will collect and transport the waste on the next scheduled collection date.
- Shall use properly licensed and identified vehicles to transport RMW, Path, Trace Chemo, Non-Haz. BioWaste vehicles and trucks will be enclosed, secure and in good clean condition. BioWaste will provide its employees with all necessary personal protection equipment required.
- All personnel and drivers of BioWaste have had a security background check and will be properly trained, professional, clean cut wearing BioWaste uniform colors as well will carry an identification card to present at time of service.
- In the event of any accident or spill occurring while in BioWaste control. The Customer will be responsible for any spill as a result of improper packaging.
- BioWaste will return to the Customer any loads if the disposal facility reject load due to radiation limits, improper packaging, or material not specifically approved by management of BioWaste. Mixing class of waste is prohibited by local, state and federal agencies.
- BioWaste shall shred all records to a maximum size of no greater than particles one inch or smaller.
- During any time handling or transporting any records shall be done in covered containers to insure that no record is lost or missed placed in route. At all times possible containers shall be secured and locked up.

22. Third Party Use.

- BioWaste normally does not hire third parties, to conduct its business; however, BioWaste reserves its right to utilize third-party contractors in order to facilitate pickups in a certain territory and to assist BioWaste in the performance of the services set forth herein.

23. License and Certifications.

- BioWaste hereby represents and warrants that it is currently, and for the duration of this agreement shall remain, licensed in accordance with any applicable statute of regulations. Evidence of such licenses, certificates shall be submitted to Customer upon request.
- BioWaste warrants that it is currently, and for the duration of this agreement shall remain licensed in accordance with any applicable statute and or regulations.

24. Status of Independent Entities.

BioWaste and Customer are independent entities contracting with each other solely for the purpose of carrying out provisions of this agreement. BioWaste or Customer shall "not" be liable for any act or omission, or negligence, injury or malpractice, on the part of the other, or any trustees, directors, staff or employees.

BioWaste hereby agrees to carry general liability, automotive liability and workmen's compensation insurance as required by applicable state law, and to otherwise comply with federal and state law, rules and regulations applicable to its performance hereunder. As of the date of this agreement, BioWaste has all necessary permits, license, zoning and other federal, state and local authorizations required to perform the services under this agreement. Customer hereby agrees to indemnify and hold BioWaste harmless for any decision around service frequency by Customer that does not comply with local, state and federal regulations. BioWaste relationship with Customer pursuant hereto is of an independent contractor, and nothing in this agreement shall be construed to determine BioWaste as an employee, agent or partner of or a joint venture with Customer/Practice.

25. Binding Effect.

This agreement is set forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement. Customer agrees that the undersigned is duly authorized to represent the Customer in this agreement.

26. Force Majeure.

Delays or failures of either party to perform any of its obligations shall be excused if caused by circumstances beyond the reasonable control of that party, including but not limited to acts of God, strikes, labor disputes, fuel shortages, holidays, fire, flood, windstorms, explosions, riots, war, sabotage, pandemics, terrorism, equipment failure, actions or request of government authority, accidental inability to obtain materials, transportation delays; provided that a prompt written notice of such delay is given and the parties shall remain diligent in attempting to remedy such circumstances.

27. Severability.

If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.

28. Indemnification.

Customer agrees to indemnify, defend and save BioWaste harmless from and against any and all liability (including reasonable attorney's fees) which BioWaste may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of Customer or its employees, which occurs (1) during the collection or transportation of Customer's Waste by BioWaste; (2) as a result of the disposal of Customer's Waste, after the date of this Agreement, in a facility owned by BioWaste (or a subsidiary or affiliate of the BioWaste); or (3) Customer's use, operation or possession of any equipment furnished by the BioWaste. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law. Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

BioWaste shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of BioWaste in the performance of its obligations under this Agreement. Provided, however, that BioWaste's obligation to indemnify Customer under this Section is: (1) contingent upon Customer having followed or following each recommendation and instruction included in this Agreement and in BioWaste training programs and waste acceptance policies; and (2) Customer notifying BioWaste as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of BioWaste to attend the inspection and to defend the Customer's blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this Section to BioWaste's satisfaction shall absolve BioWaste of its indemnification responsibilities under this Section.

29. Governing Law Venue.

All suits, claim, cases, controversies, actions, disputes, complaints and/or orders to show cause related to: arising from: in connection with: or to construe or enforce the terms of the agreement (hereinafter "Suits") shall be governed by the laws of the state of Tennessee, without regard to its conflicts of law principles. The parties expressly consent to all suits being exclusively venue in, and consent to the personal jurisdiction of, the applicable state court for Coffee County, Tennessee (or, if a matter of federal jurisdiction, in the United States District Court for the Eastern District of Tennessee, Winchester Division).

30. Confidentiality.

Except as required by law, the parties agree that the rates in this Agreement, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

Paper Shredding Confidentiality, Due to the sensitivity of the records being destroyed, BioWaste shall maintain the confidentiality of such records until destruction. BioWaste and its personnel shall be prohibited from reading or copying any confidential material at any time.

31. Right of First Refusal.

In the event Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar services to those provided hereunder, Customer shall give BioWaste prompt written notice of any such offer and a Fifteen (15) day period to respond to such third party offer prior to Customer agreeing to such third party offer.

32. Amendment and Waiver.

Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be affected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

33. Limitation of Liability on Paper Shedding Services

BioWaste shall not be liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to BioWaste negligence or willful misconduct. BioWaste maximum liability for any and all claims arising with respect to the services provided under this agreement shall not exceed the aggregate amounts paid by customer with respect to the services provided at the particular customer location during the twelve (12) months preceding the event which gives rise to a claim. In no event shall BioWaste be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract, or any other theory.

34. Acceptable Agreement.

The prices, specifications and conditions are satisfactory by Customer and hereby accepted. This document may be executed in counterparts, all of which, taken together shall constitute one and the same instrument and all parties may execute this document by signing such counterpart. Each party may transmit its signature by facsimile or e-mail (*.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original.

Name of Customer: <u>Cheatham County EMS</u>	BIOWASTE, LLC , a Tennessee limited liability company By: _____ Matthew Cruz President
Authorized Signature _____	
Print Name _____	
Its (Title) _____	
Date _____	

Customer Initials: _____

EXHIBIT A

Definitions.

All the waste marked in the check boxes above generated by the Customer during the term of this agreement shall prohibit Customer from entering into contract with other entities for disposal of said waste and only to be disposed by BioWaste, LLC. BioWaste, LLC may refuse container/box determined to be *non-Conforming waste* per standards set by local, state, and federal standards.

Definition of Regulated Medical Waste (RMW):

Regulated Medical Waste is synonymous with "Biomedical", "Bio-hazardous Waste", "infectious Waste" or any waste contaminated with blood, body fluids or other potentially infectious material which may spread an infectious disease, or act as a medium for the propagation of infectious disease, or which may reasonably be suspected of harboring pathogenic organisms resulting from the operation of a facility, as described, and supplemented by applicable federal, state, or local authority. For the purpose of this agreement, Medical Waste is defined, as UN3291 N.O.S Regulated Medical Waste 6.2 PG II per the Department Of Transportation and it does not include chemicals, mercury contaminated material, radiological waste. Barium or other regulated heavy metals or hazardous waste or covert under the Resource Conservation and Recovery act, or toxic substance as now hereinafter defined under the toxic substance control act.

Definition of Pathological Waste (Path Waste):

Pathological waste is defined as any recognizable human or animal body part, organ, or tissues. Pathological waste is a category of biohazard waste; however, it must be incinerated and rendered unrecognizable at the end of the treatment. All *though fetal tissue falls under the definition of Pathological Waste. BioWaste does not accept fetal tissue of any form.*

Definition of Non-Hazardous Pharmaceuticals / Waste:

Pharmaceutical waste is any pollutants as defined by EPA and generally refers to any product used by individuals for personal health or cosmetic reasons or used by agribusiness to enhance growth or health of livestock. Medicinal drugs that are expired, unused, split, and contaminated pharmaceutical products, drugs, vaccines that are no longer required and need to be disposed of appropriately. These types of drugs, vaccines are not regulated and are not listed by RCRA and or are not regulated by DEA as a control substance.

Definition of Universal Waste:

EPA's universal waste regulations streamline hazardous waste management standards for federally designated "Universal Waste", which include items as: batteries, pesticides, mercury containing equipment, bulbs.

Definition of Trace Chemotherapy:

For Trace Chemotherapy waste container to be considered RCRA-empty or contain only residual amount of the drug, all chemo must have been removed using practices commonly employed industry-wide to remove waste from containers, such as pouring, aspirating, and draining until no more that 3% by weight the of the contents in container remains.

Definition of Control Substance:

Drug and other substances, or immediate precursor, included in schedule I, II, III, IV or V as defined by the U.S Department of Justice Drug Enforcement Administration (DEA) which have been declared by federal or state law to be illegal for sale or use, but may be dispensed under a physician's prescription. The basis for control and regulation is the danger of addiction, abuse, physical and mental harm (including death), the trafficking by illegal means, and the dangers from actions of those who use these substances. These substances should be managed or returned according to the requirements specified by the Control Substance Act and the DEA.

Definition of Hazardous Waste Pharmaceuticals / Waste (Haz):

Hazardous Pharmaceuticals waste means unused pharmaceuticals that are not regulated by the Control Substance Act but are listed as hazardous materials by the U.S Environmental Protection Agency (EPA). This type of waste includes Chemotherapy Waste (Non-radiating). Waste with these properties that make it potentially dangerous or harmful to human health or the environment. Hazardous waste is large and diverse, can be liquids, solids, or contained gases. Hazardous Waste is identified by the EPA in two ways and in the Resource Conservation and Recovery Act (RCRA). Hazardous Waste means any waste, which is listed as hazardous under federal, state, or local law.

1). Waste may be considered hazardous if it exhibits one of the four defined characteristics of hazardous waste:

- **Ignitability:** Waste that can readily catch Fire and maintain combustion.

EXHIBIT A (continued)

- **Corrosivity:** Waste that are acidic or alkaline.
- **Reactivity:** Waste that readily explode or undergo violent reactions or react by releasing toxic gases or fumes.
- **Toxicity:** Waste that will likely leach dangerous concentrations of toxic chemicals into ground water.

2). Waste may be explicitly identified as hazardous waste through a listing process developed by the EPA.

- **F- List:** (Waste from non-specific sources) Hazardous waste from certain common industrial and manufacturing process.
- **K- List:** (Waste for specific industries)

P/D-U List: Hazardous wastes including specific unused chemicals. Chemicals are included on the D-U list based on toxicity or other characteristics. Chemicals are included on the P-list if they are acutely toxic. P-listed chemicals are regularly generated in lower quantities than D-U list chemicals.

Definition of Non-Conforming waste:

Non-Conforming waste means any waste or other material not falling within the definition and will be considered nonconforming if it has constituents, characteristics, components, or properties not included within the definition of acceptable waste. Including but not limited to improper packaging, labeling, leaking, damaged or likely create *risk of exposure to public or the employees*. All local, state or federal regulation covering such waste or material shall be followed or could be in risk to be considered non-Conforming waste or Material.

Definition of Document Destruction (MOP):

A safe solution to securely dispose of old or unwanted confidential documents. The following materials shall be considered acceptable for Mixed Office Paper (MOP) pursuant to the requirements of this document.

- White & Colored paper & cardstock (all grades and colors), including, but not limited to: Copier, Computer, Fax, ledger, card stock, NCR Forms (carbonless) & road maps.
- All Envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to: Regular #10, window, kraft (brown) and white.
- Post it notes.
- File folders (Manila)
- Copier Paper (Ream) wrappers)
- Confidential Materials: Boxed and marked as confidential.
- Newsprint and Publication, including, but not limited to: Newspapers, Photographs, Blueprints, Magazines, Catalogs, Junk Mail, Sales Literature, Brochures, Calendars and Publications.
- Glossy & Coated paper, including, but not limited to: Microfilm, Microfiche, X-ray, Paper Clips, Staples, Spiral and GBC Bindings and Rubber Bands.

Definition of Product Destruction (PD):

- The processes by which the goods a company have or produce that are to be destroyed or disposed of.

EXHIBIT B

Compliance Training Courses

- **Online Training:**

BBP / HIPPA / HAZCOM / DOT / Sharps Safety / Personal Protective Equipment / Fire Safety / Electrical Safety / Hand Hygiene.

- **Online Safety Audits:**

Your able to identify compliance deficiency by taking in-depth audits of your facility, this includes applicable OSHA regulations.

MSDS/ SDS:

With our program you now have an easy way for your MSDS/SDS management. Search, view, print, store and organize your safety Data sheets for full OSHA/ JCAHO compliance.

- **Regulations:**

Stay up to date with the most current regulations. With our advanced search, easily manage and share all of your regulations.

- **Online Safety Plans:**

Create your OSHA required safety plan in less than one hour with our online plan builder for your Hazard Communication, Exposure control, fire prevention and emergency preparedness.

- **ICD-10 / ICD-9:**

Ease the transition to the new ICD-10. Reduce rejected claims by correctly converting ICD-9 codes to ICD-10. With our program you are able to search and bookmark ICD-10 codes.

Online Safety Audits:

An on-line program to help identify compliance deficits by taking in-depth audits of your facility safety programs, including applicable OSHA regulations.

Online training courses are easy to use and have topics covering Bloodborne Pathogens, HIPPA, DOT, HAZCOM. The online training courses are an interactive multimedia training, which may include a certificate of completion.

RESOLUTION: 14 (D)

RESOLUTION TITLE: To Approve Mayor's Signature On Contract Between Joshua Wright And Cheatham County For Maintenance Building Design

DATE: May 20, 2024

MOTION BY: Ms. Diana Lovell

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

COMPLETED RESOLUTION:

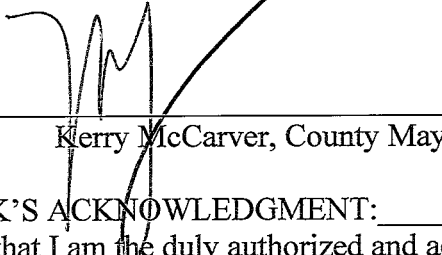
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on contract between Joshua Wright and Cheatham County for Maintenance building design is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.



Abby Short, County Clerk



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the thirtieth day of April in the year Two thousand and twenty four
(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 Government
The Honorable Mayor Kerry McCarver
350 Frey Street
Ashland City, Tennessee 37015

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

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

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

A New Maintenance Building for The Cheatham County Maintenance Department
Jail Alley, 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.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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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 a New County Maintenance Building

§ 1.1.2 The Project's physical characteristics:

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

To be determined

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

.1 Design phase milestone dates, if any:

To be Determined

Init.

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 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.)

Mr. James Rice
Cheatham County Maintenance Director
107 Sycamore 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.)

Mr. Franklin Wilkinson, Cheatham County Building Codes Commissioner and Director

§ 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 Required

Init.

.2 Civil Engineer:

Civil Engineer is directly contracted with the Architect of Record

.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 A. Wright AIA, NCARB
8061 Highway 41A
Cedar Hill, Tennessee 37032
Cheatham County

§ 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:

Gardner Engineering and Consulting
Kelly Gardner, P.E.
1030 Burlew Boulevard
Building b, Suite 2
Owensboro, Kentucky 42303

.2 Mechanical Engineer:

Schelton Engineering
Gary Schelton P.E.
1163 West Main Street
Franklin, Tennessee 37064

.3 Electrical Engineer:

Krell Engineering
Faron Bean, P.E.
102 Hartmann Drive
Lebanon, Tennessee 37087

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer
Young Hobbs and Associates
Clint Head, P.E.

Init.

1202 Crossland Avenue
Clarksville, Tennessee

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

The Architect and his Consultants have been retained after the Post Frame Building was erected. The current structure will be evaluated and brought into code compliance

§ 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.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two hundred fifty thousand (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

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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 (\$) 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.

§ 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.

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§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 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

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.8 Civil engineering	Architect's consulting Civil Engineer
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Not Provided
§ 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	Architect
§ 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	Architect
§ 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 and Owner
§ 4.1.1.22 Security evaluation and planning	Architect and 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 assist 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.)

Architect to work with consulting Civil Engineer to provide a revised existing survey.

§ 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.)

Not Applicable

§ 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.

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§ 4.2 Architect's Additional Services

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

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

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

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

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

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

- .1 Twenty five (25) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 Twelve (12) 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 Twelve (12) inspections for any portion of the Work to determine final completion.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 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.

§ 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.

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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)*

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.

Init.

§ 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:

None

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

None

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

Init.

§ 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)

A lump sum fee of \$49,000.00

- .2 Percentage Basis
(Insert percentage value)

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

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

Architect's hourly rate of \$200.00 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 three percent (3 %), 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	Five	percent (	5	%)
Design Development Phase	Five	percent (	5	%)
Construction Documents Phase	Eighty	percent (	80	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Five	percent (	5	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

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

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

Employee or Category	Rate (\$0.00)
Architect	\$200.00 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;
- .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 Four thousand nine hundred (\$ 4,900.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

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

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

5 %

§ 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.)

None

Init.

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.)

☐ 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.)

Not Applicable

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

None

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

OWNER (Signature)

The Honorable Mayor Kerry McCarver
(Printed name and title)

ARCHITECT (Signature)

Joshua A. Wright AIA, NCARB TN # 103962
(Printed name, title, and license number, if required)

Init.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:44:07 ET on 05/01/2024.

PAGE 1

AGREEMENT made as of the thirtieth day of April in the year Two thousand and twenty four

...

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

...

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

...

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

PAGE 2

Design for a New County Maintenance Building

...

To be determined

...

To be Determined

PAGE 3

To be determined

...

To be determined

...

Competitive Bid

...

Not Applicable

...

Mr. James Rice
Cheatham County Maintenance Director
107 Sycamore Street
Ashland City, Tennessee 37015

...

Mr. Franklin Wilkinson, Cheatham County Building Codes Commissioner and Director

...

Not Required

PAGE 4

Civil Engineer is directly contracted with the Architect of Record

...

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

...

Gardner Engineering and Consulting
Kelly Gardner, P.E.
1030 Burlew Boulevard
Building b, Suite 2
Owensboro, Kentucky 42303

...

Schelton Engineering
Gary Schelton P.E.
1163 West Main Street
Franklin, Tennessee 37064

...

Krell Engineering
Faron Bean, P.E.
102 Hartmann Drive
Lebanon, Tennessee 37087

...

Civil Engineer
Young Hobbs and Associates
Clint Head, P.E.

The Architect and his Consultants have been retained after the Post Frame Building was erected. The current structure will be evaluated and brought into code compliance

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two hundred fifty thousand (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 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
§ 4.1.1.2	Multiple preliminary designs	Not Provided
§ 4.1.1.3	Measured drawings	Architect
§ 4.1.1.4	Existing facilities surveys	Architect
§ 4.1.1.5	Site evaluation and planning	Architect
§ 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	Architect's consulting Civil Engineer
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Not Provided
§ 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	Architect
§ 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	Architect
§ 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 and Owner
§ 4.1.1.22	Security evaluation and planning	Architect and 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	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect to assist 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>

PAGE 12

Architect to work with consulting Civil Engineer to provide a revised existing survey.

...

Not Applicable

PAGE 13

- .1 Twenty five (25) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 Twelve (12) 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 Twelve (12) inspections for any portion of the Work to determine final completion.

PAGE 17

☒ Litigation in a court of competent jurisdiction

PAGE 19

None

...

None

PAGE 20

A lump sum fee of \$49,000.00

PAGE 21

Architect's hourly rate of \$200.00 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 three percent (3 %), or as follows:

...

Schematic Design Phase	<u>Five</u>	percent (	<u>5</u>	%)
Design Development Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Documents Phase	<u>Eighty</u>	percent (	<u>80</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Five</u>	percent (	<u>5</u>	%)

...

Architect

\$200.00 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 Four thousand nine hundred (\$ 4,900.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

5 %

...

None
PAGE 23

Not Applicable

...

Not Applicable

...

Not Applicable

...

None

...

The Honorable Mayor Kerry McCarver

Joshua A. Wright AIA, NCARB TN # 103962

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 14:44:07 ET on 05/01/2024 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)

Architect of Record

(Title)

April 30, 2024

(Dated)

RESOLUTION: 15

RESOLUTION TITLE: Resolution To Request Unclaimed Balance Of Accounts Remitted To State Treasurer Under Unclaimed Property Act

DATE: May 20, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 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 20th day of May, 2024, original which is on file in this office. I further certify that the Cheatham County Legislative Body consists of twelve members, and that eight members voted in favor of the resolution.

(Signature)

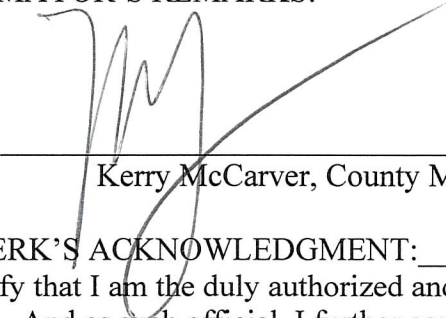
Seal

Chairman, Cheatham County Commission
(Title)

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

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 24th day of May 2024.





Abby Short, County Clerk

RESOLUTION: 16

RESOLUTION TITLE: To Appoint Debra Anderson To The Beer Board

DATE: May 20, 2024

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Debra Anderson is appointed to the Beer Board.

RECORD: Approved by voice vote 4 Absent.

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Ann Jarreau

Absent

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Absent

James Hedgepath

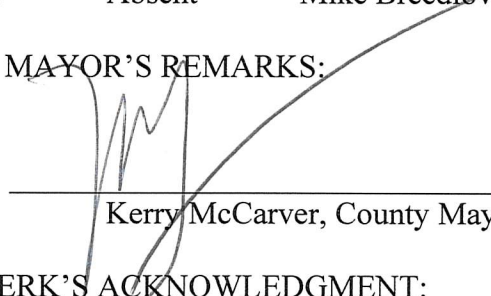
B.J. Hudspeth

Absent

Mike Breedlove

Absent

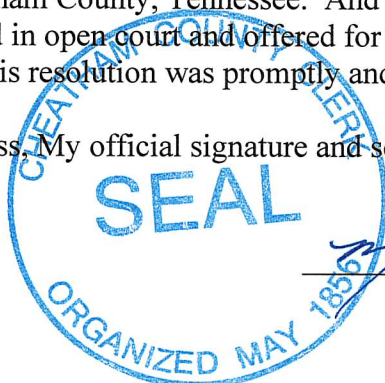
CHEATHAM COUNTY MAYOR'S REMARKS:


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 24th day of May 2024.




Abby Short, County Clerk

RESOLUTION: 17

RESOLUTION TITLE: Cheatham County Commission Recognizes The Service Of Ronnie Barron, UT-TSU Extension Director

DATE: May 20, 2024

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Ronnie Barron served as an Agricultural Missionary in Mexico for ten years prior to moving with his wife Lisa and three sons back to Tennessee, where he started working for UT Extension in Cheatham County on October 1, 1993, the start of a career fueled by Ronnie's passion and appreciation of his dream job in teaching and serving others through agricultural educational programs; and

Whereas, Ronnie connected with, helped and guided farmers, homeowners, and 4-H club members to a better understanding of agriculture and its impact on their lives and Cheatham County; and

Whereas, Ronnie found contentment and reward in helping citizens find solutions, solve problems and improve their own farms, homes and lives. He served on multiple boards and committees that had direct and indirect impact on farms, homes and land in Cheatham County; and

Whereas, Ronnie's service included teamwork to develop and conduct local, multi-county and even multi-state extension educational programs resulting in millions of dollars in economic impact over the last three decades; and

Whereas, in 2004, Ronnie assisted in creating one of the first Master Beef Producer Programs in the State of Tennessee with over forty-five producers from Cheatham, Robertson and Montgomery Counties; and

Whereas, Ronnie had a direct impact with Cheatham County beef cattle production, dark-fired tobacco and small farm production programs through innovative programs centered around one-on-one connections centered around farm visits, group meetings, tours, newsletters, and now on social media to keep everyone connected with the latest information; and

Whereas, Cheatham County is the fourth largest tobacco grower in the state, Ronnie has promoted dark-fired educational programs focused on diagnostics and research to keep our farmers ahead of all changes in the field and market; and

Whereas, Ronnie has worked over the last two decades with the University of Tennessee and the University of Kentucky Tobacco Specialists with test plots on local farms in Cheatham County contributing to vital research to keep the industry focused and ready to respond to any changing conditions on the farm; and

Whereas, Ronnie with his missionary experience has been able to connect with Spanish farmers and migrant workers in the county to educate and help to make Cheatham County agriculture the best it can be.

Therefore, be it resolved, by the Cheatham County Mayor and Commission, to recognize the career of Ronnie Barron as he enters into the retirement phase of his life. You have truly made an incredible difference in our county, the people and the agricultural lifeline of Cheatham County. Congratulations and thank you for your service and dedication.

Approved and presented by the Cheatham County Mayor and Commission the 20th Day of May 2024.

Kerry R. McCarver, County Mayor

Tim Williamson, Commission Chairman

RECORD: Approved by voice vote 4 Absent.

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Ann Jarreau Absent

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore Absent

James Hedgepath

B.J. Hudspeth Absent

Mike Breedlove Absent

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 24th day of May 2024.


Abby Short, County Clerk



RESOLUTION: 18

RESOLUTION TITLE: Consent Calendar

DATE: May 20, 2024

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

Jade M. Adkins
Thomas Shayne Bell
Richard Edwards Harris
Kayla Marie Hughes
Michelle Osment
Sherri Ann Shambaugh

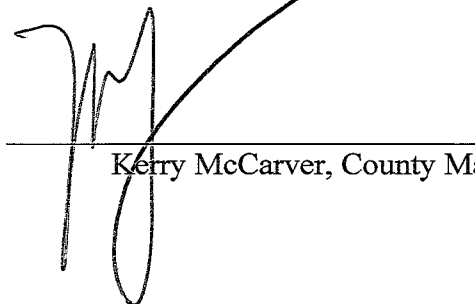
Dana C. Albright
Leslie Danielle Bruce
Latoria D. Henderson
Donna A. Jackson
Becky Robertson
Deborah K. Thompson

Auna B. Beahm
Rachel M. Dutton
Michelle Lee Howell
Rhonda Miles
Caitlyn B. Runnels
Raeanna Varney

RECORD: Approved by voice vote 4 Absent

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

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 24th day of May 2024.



Abby Short, County Clerk



RESOLUTION: 19
RESOLUTION TITLE: Adjourn
DATE: May 20, 2024
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Bill Powers

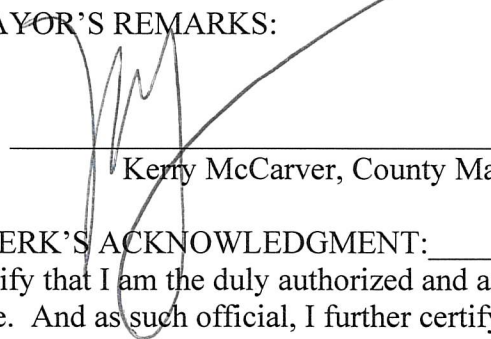
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of May 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:00 P.M.

RECORD: Approved by voice vote 4 Absent

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

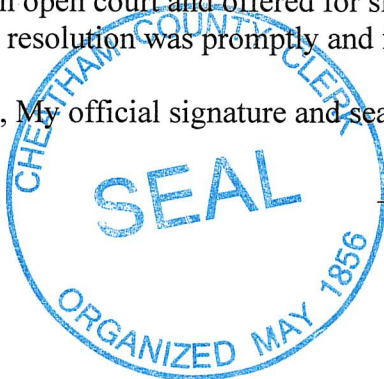
CHEATHAM COUNTY MAYOR'S REMARKS:


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 24th day of May 2024.




Abby Short, County Clerk