

AUGUST 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 City Council 7:00 PM	5 Housing Authority Bd. 12:00 PM Power Board 5:30 PM	6	7 Gas Authority 7:00 AM	8	9
10	11 Water Authority 5:00 PM Airport Authority 6:00 PM	12 Finance & Mgt. Agenda Deadline 12:00 PM	13	14	15	16
17	18 Finance & Mgt. 6:00 PM Beer Board to follow	19 Bd. Of Zoning Appeals 6:00 PM Planning Commission 6:30 PM	20	21 Parks & Rec. Bd. 6:00 PM Community Access 7:00 PM	22	23
24	25	26 Sept. 2 Council Agenda Deadline 12:00 pm	27	28	29	30
31	Sept. 1 Labor Day City Offices Closed	Notes			Calendar Templates by Vertex42.com https://www.vertex42.com/calendars/ © 2019 Vertex42 LLC. Free to print.	

AGENDA
Dickson City Council
7:00 pm Monday, Aug. 4, 2025
Council Chambers, Dickson City Hall
Mayor Don L. Weiss Jr., O.D. presiding

Call to Order Mayor Weiss

Roll Call City Recorder

Invocation Councilperson Outlaw

Pledge of Allegiance Mayor Weiss

Minutes

1. July 7, 2025, City Council and Beer Board regular session minutes

Public Comments

1. Anyone wishing to provide comments germane to any item on this agenda shall indicate so by registering prior to the start of the meeting on the sign-up sheet provided at the entrance to the council chambers. No registrations will be allowed after the meeting has been called to order. The presiding officer shall establish an allotted time for each speaker and determine the order of speakers under the guidelines established in the City of Dickson Public Engagement Policy adopted in Resolution #2023-12

Old Business

1. Second reading of ORDINANCE #1571: An Ordinance amending Title 3 Municipal Court of the Dickson Municipal Code to increase court costs and delete the electronic citation fee (*increase court costs from \$155 to \$162.50 and from \$25 to \$32 and increase payment to state from \$1 to \$2 per citation; electronic citation fee expired after 5 years*)

New Business

1. Administer Peace Officer Oath to Dickson Police Department Officers:
 - Jacob Brake
 - Amanda Martin
 - Nick Owens
 - Wesley Strange
 - Antonio Hampton
 - Nigel McQueen

2. Recognize Dickson Emergency Communications Telecommunicators:
 - Jamie England for earning Registered Public-Safety Leader certification through APCO Institute
 - Gregg Petty and Scott Meeker as 2025 National Emergency Number Association Gold Line scholarship recipients
3. Recognize City of Dickson Emergency Communications Director Rosalind Sowell upon her retirement (*effective Aug. 12, 2025*)
4. RESOLUTION #2025-44: A Resolution to accept the bid and authorize the Mayor to sign a contract with Yoders Roofing for repairs to the City of Dickson's Fleet Maintenance building (*low bid of \$36,792.00; \$40,000 included in Public Works capital budget*)
5. RESOLUTION #2025-45: A Resolution to accept the proposal and authorize the Mayor to sign a Professional Services Agreement with ECS Southeast, LLC to provide on-call geotechnical engineering services
6. RESOLUTION #2025-56: A Resolution to accept and authorize the Mayor to sign a Professional Services Agreement with OHM Advisors to provide Professional GIS Services for updating the zoning maps of the City of Dickson, Tennessee, creating an ArcGIS Online account and providing training and ongoing assistance as needed (*\$21,500 plus yearly AGOL subscription and hourly costs for ongoing assistance not to exceed \$19,500*)
7. RESOLUTION #2025-58: A Resolution to approve and authorize the Mayor to sign a Lease Agreement with the Economic and Housing Development Corporation of Dickson County, Tennessee, and 841 Cowan Road LP to accept Payments in Lieu of Taxes
8. RESOLUTION #2025-59: A Resolution in support of the transfer of right-of-way ownerships and maintenance responsibilities for a portion of State Route 48 from the Tennessee Department of Transportation to the City of Dickson, Tennessee
9. Appointments
10. Schedule the Finance and Management Committee meeting for 6:00 pm Monday, Aug. 18, 2025, in the Council Chambers at Dickson City Hall (*agenda deadline noon Aug. 12*)
11. Schedule a special session of the Beer Board to follow the Finance and Management Committee meeting at 6:00 pm Monday, Aug. 18, 2025, for hearings on violations by:
 - 76 Mini Food Mart, 508 Henslee Drive, permit holder Alpesh Chaudhari (*1st offense*)
 - Fast Stop Market #3, 2415 Highway 70 East, permit holder Betty Burns (*1st offense*)
12. Reschedule the next City Council regular session for 7:00 pm Tuesday, Sept. 2, 2025, due to the Labor Day holiday (*agenda deadline noon Aug. 26, 2025*)

13. Schedule public hearings for 7:00 pm Tuesday, Sept. 2, 2025, for:

- ORDINANCE #1572: An Ordinance to amend the City of Dickson Municipal Zoning Ordinance pertaining to Accessory Dwelling Units and to repeal any ordinance or parts of ordinances in conflict herewith
- ORDINANCE #1573: An Ordinance to amend Article 4, Section 4.120 Standards for Cluster and Residential Developments of the City of Dickson Municipal Zoning Ordinance and to repeal any ordinance or parts of ordinances in conflict herewith
- ORDINANCE #1574: An Ordinance amending the Building Code Regulations for the City of Dickson and the Municipal Zoning Code and to adopt the 2024 International Code Council Codes and Standards and applicable editions and other requirements
- RESOLUTION #2025-49: A Resolution to annex a portion of certain territory on Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee *and* RESOLUTION #2025-50: A Resolution to adopt a Plan of Services for the annexation of a portion of certain territory at Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) by the City of Dickson, Tennessee
- RESOLUTION #2025-51: A Resolution to annex certain territory on Eno Road (Map 110, Parcel 018.08) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee *and* RESOLUTION #2025-52: A Resolution to adopt a Plan of Services for the annexation of certain territory on Eno Road (Map 110, Parcel 018.08) by the City of Dickson, Tennessee
- RESOLUTION #2025-53: A Resolution to annex certain territory on Valleywood Drive (Map 103, Parcel 088.01) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee *and* RESOLUTION #2025-54: A Resolution to adopt a Plan of Services for the annexation of certain territory on Valleywood Drive (Map 103, Parcel 088.01) by the City of Dickson, Tennessee

Other Business

Communication from the Mayor

Adjournment

MINUTES

**Dickson City Council and Beer Board
7:00 pm July 7, 2025
Council Chambers at Dickson City Hall**

The Council of the City of Dickson, Tennessee, met the seventh day of July, 2025, in the Council Chambers of Dickson City Hall, 600 East Walnut Street.

Call to Order

Mayor Don L. Weiss Jr. called the meeting to order at 7:02 pm.

Roll Call	Present	Absent
Mayor		
Don L Weiss Jr.	X	
City Council (Ward)		
Jason Epley (1 st)	X	
Brett Reynolds (1 st)	X	
Shane Chandler (2 nd)	X	
Kyle Sanders (2 nd)		X
Stacey Levine (3 rd)	X	
Horace Perkins III (3 rd)	X	
Dwight Haynes (4 th)	X	
Michael Outlaw (4 th)		X

A quorum was present and the following business transacted.

Recorder Chris Norman served as recording secretary.

Others present: City Attorney Jerry Smith, City Administrator David Travis, Tax Collector Angie Brown, Treasurer Tammy Dotson, Fire Chief Richard Greer, Police Chief Seth Lyles, Recorder Chris Norman, Planning and Zoning Director Jason Pilkinton, Senior Activity Center Director Joan Rial, Emergency Communications Director Rosalind Sowell, Engineer Bret Stock, Court Clerk Gina Swaner, Assistant Police Chief Todd Christian, Public Works Office Coordinator Jessi Starkey, Public Works Secretary Jeannee Porter, Sgt. Eric Chandler, Dickson Electric System General Manager Darrell Gillespie and others as indicated on the sign-in sheet.

Invocation

Councilperson Haynes presented the invocation.

Pledge of Allegiance

Mayor Weiss led the Pledge of Allegiance

BEER BOARD

- 1. Application for a Class III (on/off-premises) beer permit for Bayou Belle, 103 S. Main St., applicant Paula Y. Eleazar**

No discussion.

Motion to approve: Vice Mayor Epley

Second: Councilperson Chandler

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)			X	
Michael Outlaw (4 th)				X

Motion passed 5-0-1

CITY COUNCIL

Minutes

1. June 2, 2025, City Council regular session minutes

No discussion.

Motion to approve: Councilperson Levine

Second: Vice Mayor Epley

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

2. June 16, 2025, City Council special session minutes

No discussion.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

Public Comments

1. Lisa Dennis, 103 Helberg St., requested no parking signs in the area of her driveways on Helberg Street and East Ray Street, stating the drives are frequently blocked by vehicles from a nearby construction project.

Old Business

1. None

New Business

1. **Certificate of Compliance for Bayou Belle, 103 S. Main St., applicant Paula Y. Eleazar**

No discussion.

Motion to approve: Councilperson Perkins

Second: Vice Mayor Epley

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)			X	
Michael Outlaw (4 th)				X

Motion passed 5-0-1

2. **First reading of ORDINANCE #1571: An Ordinance amending Title 3 Municipal Court of the Dickson Municipal Code to increase court costs and delete the electronic citation fee**

Administrator Travis said court costs have not been adjusted in several years and the State of Tennessee increased the portion shared for educational purposes from \$1 to \$2 per violation. The amendment increases court costs from \$155 to \$162.50 and from \$25 to \$32, increases payments to state from \$1 to \$2 per citation and eliminates the electronic citation fee that expired after 5 years.

Motion to approve: Councilperson Perkins

Second: Councilperson Reynolds

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			

Michael Outlaw (4th)

X

Motion passed 6-0-0

3. RESOLUTION #2025-36: A Resolution to amend the Longevity Pay Policy for Employees of the City of Dickson, Tennessee

Administrator Travis said the amendment increases the annual payment from \$50 to \$100 per year after 5 years of service.

Motion to approve: Councilperson Levine

Second: Councilperson Haynes

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

4. RESOLUTION #2025-37: A Resolution to approve and authorize the Mayor to sign Hardware Maintenance Agreements with Local Government Corporation for FY2025/2026 for various departments of the City of Dickson, Tennessee

Administrator Travis said the annual agreements are for the Tax Collector, Treasurer, Municipal Court and Planning and Zoning offices.

Motion to approve: Councilperson Chandler

Second: Councilperson Perkins

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

5. RESOLUTION #2025-38: A Resolution to approve and authorize the Mayor to sign a Memorandum of Understanding with the Dickson County School Board to provide School Resource Officers for the 2025-2026 school year

Administrator Travis said the agreement will provide 11 SROs funded by the City with 6 reimbursed by State's School Safety Program.

Motion to approve: Councilperson Perkins

Second: Vice Mayor Epley

Roll Call	Yes	No	Abstain	Absent
------------------	------------	-----------	----------------	---------------

Jason Epley (1 st)	X	
Brett Reynolds (1 st)	X	
Shane Chandler (2 nd)	X	
Kyle Sanders (2 nd)		X
Stacey Levine (3 rd)	X	
Horace Perkins III (3 rd)	X	
Dwight Haynes (4 th)	X	
Michael Outlaw (4 th)		X

Motion passed 6-0-0

6. RESOLUTION #2025-39: A Resolution to amend the fees established in the Subscription Rural Fire Service Policy of the City of Dickson Fire Department

Administrator Travis said the amendment increases the minimum fee from \$75 to \$125 and eliminates the maximum.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

7. RESOLUTION #2025-40: A Resolution to approve and authorize the Mayor to sign a contract with RJ Young Company, LLC, to digitize records of the Dickson Municipal Court

Administrator Travis said the 60-month contract at \$4,347.08/month provides for the digitization of the records of the Municipal Court and creates a method of digital storage going forward.

Motion to approve: Councilperson Levine

Second: Councilperson Chandler

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

8. RESOLUTION #2025-41: A Resolution to accept the bid of Fussell's Shop to provide uniforms and associated clothing items for employees of the Public Works Department for Fiscal year 2025/2026

Administrator Travis said Fussell's Shop was the only bidder.

Motion to approve: Councilperson Reynolds

Second: Vice Mayor Epley

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

9. RESOLUTION #2025-42: A Resolution to approve and authorize the Mayor to sign a contract for the management of the Community Access Channel

Administrator Travis said the contract is unchanged, paying \$800 a month.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

10. RESOLUTION #2025-43: A Resolution to approve and authorize the Mayor to sign and execute a one-year Preventative Maintenance Contract with Automated Material Handling for Kardveyor file machine

Administrator Travis said the contract is for \$680.00 for the Municipal Court records filing system

Motion to approve: Councilperson Chandler

Second: Councilperson Levine

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			

Horace Perkins III (3 rd)	X	
Dwight Haynes (4 th)	X	
Michael Outlaw (4 th)		X

Motion passed 6-0-0

11. PURCHASE ORDER #109451 to Rehrig Pacific Co. for \$25,978.00 for 419 95-gallon rollout carts and freight

Administrator Travis said the budget includes \$26,000 to purchase containers through Sourcewell.

Motion to approve: Councilperson Reynolds

Second: Councilperson Chandler

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

12. PURCHASE ORDER #109707 to Ford of Murfreesboro for \$112,300 for two 2025 Ford Rangers and one 2025 Ford Explorer with equipment

Administrator Travis said the vehicles will be purchased through state contract using the Drug Fund

Motion to approve: Vice Mayor Epley

Second: Councilperson Levine

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

13. PURCHASE ORDER #109459 to Dickson Farm Sales for \$29,363.42 for a Kubota mower with 72-inch deck

Administrator Travis said the mower will be purchased through Sourcewell.

Motion to approve: Councilperson Perkins

Second: Councilperson Chandler

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Jason Epley (1 st)	X			

Brett Reynolds (1 st)	X	
Shane Chandler (2 nd)	X	
Kyle Sanders (2 nd)		X
Stacey Levine (3 rd)	X	
Horace Perkins III (3 rd)	X	
Dwight Haynes (4 th)	X	
Michael Outlaw (4 th)		X

Motion passed 6-0-0

14. PURCHASE ORDER #109461 to Serra Chevrolet Buick GMC for \$52,763.50 for a 2025 Silverado 1500 RST pickup

Administrator Travis said state bids for 2026 have not been awarded. Serra submitted the low bid and the truck will be purchased using State Street Aid funds.

Motion to approve: Councilperson Perkins

Second: Vice Mayor Epley

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

15. PURCHASE ORDER #109460 to Stringfellow, Inc. for \$285,636.55 for a 2026 Freightliner chassis with a 25-cubic yard leaf vacuum

Administrator Travis said a third leaf truck will be purchased through Sourcewell; and is currently available.

Motion to approve: Councilperson Chandler

Second: Councilperson Perkins

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

16. Murrell Street petition report

Administrator Travis said staff's recommendation is to make no changes to Murrell Street.

Motion to make no changes: Councilperson Chandler

Second: Councilperson Haynes

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X
<i>Motion passed 6-0-0</i>				

17. Request to reduce the speed limit on Highway 48 South from Eno Road to the City Limits from 45 mph to 35 mph

Councilperson Perkins said the speed limit on Center Avenue is 30 mph and increases to 45 mph at Eno Road. He asked to reduce the speed limit to 30 mph to the City Limits.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X
<i>Motion passed 6-0-0</i>				

18. Request for “No Parking” sign at East Ray Street and 103 Helberg Street by Lisa B. Dennis

Administrator Travis said parking is already not allowed in the area under the city’s parking ordinance.

Motion to install “No Parking” signs at staff’s discretion: Councilperson Chandler

Second: Councilperson Haynes

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X
<i>Motion passed 6-0-0</i>				

19. Appoint David Travis as City Administrator

Mayor Weiss said Mr. Travis has been acting city administrator since July 2, 2024, and recommends his appointment as City Administrator.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

20. Appoint Bret Stock as Director of the Public Works Department

Mayor Weiss said Mr. Stock has been serving as interim director since Mr. Travis became acting city administrator and recommends his appointment as Public Works Director.

Motion to approve: Councilperson Chandler

Second: Councilperson Perkins

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)	X			
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)	X			
Kyle Sanders (2 nd)				X
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			
Michael Outlaw (4 th)				X

Motion passed 6-0-0

21. Appointments

None

22. Schedule the Finance and Management Committee meeting for 6:00 pm Monday, July 21, 2025, in the Council Chambers at Dickson City Hall

Mayor Weiss scheduled the Finance and Management Committee meeting for Monday, July 21, 2025. It was subsequently cancelled.

23. Announce the next City Council regular session for 7:00 pm Monday, Aug. 4, 2025

Mayor Weiss announced the next regular City Council session will be Monday, Aug. 4, 2025, with an agenda deadline noon July 29, 2025.

Other Business

Councilperson Levine asked about the status of the new Business Development and Tourism Director position. Mayor Weiss said the job description is being finalized and anticipates possibly starting the process of filling the position in September. Councilperson Haynes asked if the new position will work with the county's similar position. Mayor Weiss said he envisions they will work together but the new position will focus solely on development in the City.

Communication from the Mayor

None

Adjournment

With no other business to come before the council, Mayor Weiss adjourned the meeting at 7:50 pm without objection.

ATTEST:

Chris Norman, RECORDER

Don L. Weiss Jr., O.D., MAYOR

ORDINANCE #1571

AN ORDINANCE AMENDING TITLE 3 MUNICIPAL COURT OF THE DICKSON MUNICIPAL CODE TO INCREASE COURT COSTS AND DELETE THE ELECTRONIC CITATION FEE

WHEREAS, in Title 3, Chapter 2, Section 3-203(2)(a) of the Dickson Municipal Code the Judge of the Dickson Municipal Court is authorized to impose court costs of one hundred fifty-five dollars (\$155.00) in all cases heard and determined with one dollar (\$1.00) to be forwarded to the Treasurer for the State of Tennessee to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks in accordance with Tennessee Code Annotated § 16-18-304(a); and

WHEREAS, in Title 3, Chapter 2, Section 3-203(2)(b) of the Dickson Municipal Code the Judge of the Dickson Municipal Court is authorized in any matter involving a person charged with violation(s) of a law regarding vehicle equipment, driver licensing, or vehicle licensing and registration to dismiss the charge if the defendant submits evidence of compliance with such law(s) on or before the court date and the judge may assess a court cost of up to twenty-five dollars (\$25.00) for each violation dismissed with one dollar (\$1.00) to be forwarded to the Treasurer for the State of Tennessee to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks in accordance with Tennessee Code Annotated § 16-18-304(a); and

WHEREAS, Public Chapter 459 passed by the 114th Tennessee General Assembly and signed by Gov. Bill Lee on May 9, 2025, amends TCA § 16-18-304(a) to increase the portion of court costs to be forwarded to the Treasurer from one dollar (\$1.00) to two dollars (\$2.00) effective July 1, 2025; and

WHEREAS, the operational costs of the Dickson Municipal Court have increased; and

WHEREAS, Ordinance #1411 passed by the Dickson City Council in 2017 amended Title 3, Chapter 2, Section 3-203(3)(b) of the Dickson Municipal Code to assess an electronic citation fee of five dollars (\$5.00) on each citation resulting in a conviction as authorized under TCA § 55-10-207(e) for the purpose of financing an electronic citation system; and

WHEREAS, Title 3, Chapter 2, Section 3-203(3)(b)(iii) of the Dickson Municipal Code states the electronic citation fee shall terminate five (5) years from the date of adoption.

Now, therefore, **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

SECTION 1. Title 3, Chapter 2, Section 3-203(2)(a) of the Dickson Municipal Code is amended to change the court cost imposed in all cases heard and determined in the Dickson Municipal Court from one hundred fifty-five dollars (\$155.00) to one hundred sixty-two dollars and fifty cents (\$162.50) and to change the amount forwarded to the Treasurer for the State of Tennessee from one dollar (\$1.00) to two dollars (\$2.00).

SECTION 2. Title 3, Chapter 2, Section 3-203(2)(b) of the Dickson Municipal Code is amended to change the court cost imposed for dismissal of any specified violations from twenty-five dollars (\$25.00) to thirty-two dollars (\$32.00) and to change the amount forwarded to the Treasurer for the State of Tennessee from one dollar (\$1.00) to two dollars (\$2.00).

SECTION 3. Title 3, Chapter 2, Section 3-203(3)(b) establishing an electronic citation fee is deleted and all succeeding sections shall be re-numbered accordingly.

SECTION 4. This ordinance shall take effect immediately upon passage on second and final reading, the welfare of the City requiring the same.

ATTEST:

Chris Norman, RECORDER

Don L. Weiss Jr., O.D., MAYOR

First Reading: July 7, 2025

Second Reading: Aug. 4, 2025

RESOLUTION #2025-44

A RESOLUTION TO ACCEPT THE BID AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH YODERS ROOFING FOR REPAIRS TO THE CITY OF DICKSON'S FLEET MAINTENANCE BUILDING

WHEREAS, the City of Dickson Public Works Department's fleet maintenance building on Clifton Park Drive needs repairs to its roof; and

WHEREAS, the Public Works Department advertised, solicited and received bids in accordance with the City of Dickson's purchasing policy; and

WHEREAS, Yoders Roofing, 2060 Little Bartons Creek Road, Cumberland Furnace, Tenn., submitted the lowest bid of those received by the advertised deadline at thirty-six thousand, seven hundred ninety-two dollars (\$36,792.00); and

WHEREAS, the Public Works Department recommends the city accept the bid submitted by Yoders Roofing and award the contract to perform the described project.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

SECTION 1. The bid submitted by Yoders Roofing to perform the project as described for thirty-six thousand, seven hundred ninety-two dollars (\$36,792.00) for labor and materials is accepted.

SECTION 2. The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign all documents and instruments necessary for the execution of the project as described.

SECTION 3. Payment is authorized for all materials and services required for completion of the project as defined in the bid documents.

This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 4th day of August, 2025.

ATTEST:

Chris Norman, RECORDER

Don L. Weiss Jr., O.D., MAYOR



Summary of Bids
City of Dickson, Tennessee

Department: Public Works

Bids Accepted for: Fleet Maintenance Building Roof Repair

Date: Friday, July 25th, 2025

Items	Name of Company				
	Yoders Roofing	Bluebird Roofing	Ross Services		
Labor and materials for repair	\$36,792.00	\$46,560.00	\$51,480.00		

Reverse side must contain full explanation of awards not given to the lowest bidder.

RESOLUTION #2025-45

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST, LLC TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES

WHEREAS, from time to time the City of Dickson, Tennessee, has a need for professional geotechnical engineering services for various projects; and

WHEREAS, to provide expediency the administration wishes to execute an agreement with a company to provide on-call geotechnical engineering services on a project-by-project basis; and

WHEREAS, after soliciting requests for qualifications and reviewing such proposals, the Public Works Department administration recommends the proposal from ECS Southeast, LLC, attached as an exhibit hereto.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

SECTION 1. The Professional Services Agreement between the City of Dickson, Tennessee, and ECS Southeast, LLC, attached hereto, is accepted and approved subject to the terms and conditions contained therein and the review and approval of legal counsel for the City.

SECTION 2. The Mayor of the City of Dickson is hereby authorized to sign and execute said agreement and all other documents and instruments necessary for its implementation.

This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 4th day of August, 2025.

ATTEST:

Chris Norman, RECORDER

Don L. Weiss Jr., O.D., MAYOR

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF DICKSON, TENNESSEE AND
ECS SOUTHEAST, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made as of August 4, 2025 (the “Effective Date”) by and between City of Dickson, Tennessee (the “**Client**”) and ECS Southeast, LLC (“**ECS**”) for the following project (referred to herein as the “Project”): On-Call Geotechnical Engineering Services. Client and ECS may collectively be referred to as the “**Parties**” or individually as a “**Party**.”

This Agreement consists of the following Exhibits:

- A. Exhibit A – Scope of Services
- B. Exhibit B – Compensation
- C. Exhibit C – Terms and Conditions

Contact Information for Notices:

Client	ECS
City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	ECS Southeast, LLC 1050 International Boulevard, Suite C Clarksville, TN 37050
With a copy to: Bret Stock (bstock@cityofdickson.com) Cooper Morris (cmorris@cityofdickson.com)	With a required copy to: Blake Morris (bmorris1@ecslimited.com) Mark Luskin (mluskin@ecslimited.com)
Bret Stock City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	Legal Department ECS Group of Companies 14030 Thunderbolt Place, Suite 500 Chantilly, VA 20155 Attn: General Counsel Email: legal@ecslimited.com

Each party may update its contacts above by notice to the other. Routine business and technical correspondence must be in English and may be in electronic form. All legal notices given under this Agreement must be written, in non-electronic form, and in English and will be effective when received.

This Agreement, including all exhibits, appendixes, and other documents appended to such, constitute the entire Agreement between Client and ECS for the Project. The Parties acknowledges that all prior understandings and negotiations are superseded by this Agreement and that subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties. All preprinted terms and conditions on Client’s work authorization or other service acknowledgment forms, are inapplicable and

superseded by the terms and conditions included in this Agreement and the terms and conditions included in this Agreement.

The parties executing this Agreement on behalf of Client and ECS respectively, hereby represent to the other party that they have full authority to execute this Agreement and create a binding agreement.

CLIENT:
City of Dickson, Tennessee

ECS:
ECS Southeast, LLC

By:

Title:

Date:

By:

Title:

Date:

EXHIBIT A – SCOPE OF SERVICES

ECS understands that Geotechnical Engineering services will be utilized by the Client as an on-call / as needed basis as requested.

Scope of services may include but are not limited to:

- Subsurface Exploration, Assessments and Design
 - Drilling Borings
 - Laboratory testing of representative soil samples
 - Engineering analyses presented in site-specific engineering report
- Geophysical Surveys
 - Seismic refraction
 - Electrical resistivity
 - Ground Penetrating Radar (GPR)
- Geotechnical Construction Consulting
 - Value engineering review
 - Sample testing
 - Laboratory testing for soil modification (Lime/Cement Treated Soils)
- Specialized In-situ (in place) Soil/ Rock Testing
- Reinforced Earth Structures, Slopes, and Retention Design
- Deep Foundation Testing
- Geotechnical Instrumentation
- Geostructural Design
- Construction Materials Testing and Special Inspections

EXHIBIT B – COMPENSATION

Once a task order or request is received by ECS, ECS will provide a site-specific proposal outlining scope of work and budget for approval by Client prior to commencing work. The proposed budget provided by ECS may be outlined as a unit rate fee, lump sum, estimate, or not to exceed budget and will be agreed upon by both parties prior to commencing work.

EXHIBIT C – TERMS AND CONDITIONS

The professional services ("Services") to be provided by ECS Southeast, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely

affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE -ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of

either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

RESOLUTION #2025-56

A RESOLUTION TO ACCEPT AND AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS TO PROVIDE PROFESSIONAL GIS SERVICES FOR UPDATING THE ZONING MAPS OF THE CITY OF DICKSON, TENNESSEE, CREATING AN ARCGIS ONLINE ACCOUNT AND PROVIDING TRAINING AND ONGOING ASSISTANCE AS NEEDED

WHEREAS, the City of Dickson, Tennessee, Office of Planning and Zoning wishes to update the city's current zoning maps into a Geographic Information System (GIS) format and create and configure an ArcGIS Online (AGOL) account and custom application for using and editing the GIS data; and

WHEREAS, Orchard, Hiltz and McCliment, Inc., doing business as OHM Advisors, currently has a contract with the City of Dickson to provide on-call surveying services; and

WHEREAS, the City of Dickson wishes to enter into a Professional Services Agreement with OHM Advisors to assist in the creation and configuration of an AGOL account and custom application, to provide training to the Office of Planning and Zoning for its implementation and use and to provide ongoing assistance as needed.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

SECTION 1. The Professional Services Agreement between the City of Dickson, Tennessee, and OHM Advisors attached as an exhibit hereto is accepted and approved.

SECTION 2. The Mayor of the City of Dickson is hereby authorized to sign and execute said agreement and all other documents and instruments necessary for its implementation.

SECTION 3. Payment is authorized for all services required for completion of the project as defined in the terms and conditions contained therein.

This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 4th day of August, 2025.

ATTEST:

Chris Norman, RECORDER

Don L. Weiss Jr., O.D., MAYOR



July 1, 2025

City of Dickson
Mayor Don L. Weiss Jr., O.D.
600 East Walnut St.
Dickson, TN 37055
OHM Client # 0268
City of Dickson On-Call Survey Service Contract # S-002 for Planning and Zoning

**RE: Proposal for Professional GIS Services
Task Order 25-09
GIS Services**

Dear Mayor Weiss:

Thank you for the opportunity to submit this proposal for professional services. This letter presents our proposed scope of services, time schedule, fee, and "Standard Terms and Conditions".

Project Description

OHM Advisors (Consultant) will process existing available planning and zoning data and maps provided by the Client into a Geographic Information System (GIS) format. Consultant will then assist in the creation and configuration of an ArcGIS Online (AGOL) account and custom applications for the Client to use to view and edit the new GIS data.

Scope of Services

At the request of the Client, the Consultant will provide services and will work closely with the Client to transfer current GIS data and paper maps into a private AGOL, help train Client staff, and create applications within the Client's new AGOL. Specific tasks to complete this project are as follows:

Task 1 – Client and Consultant Meetings - \$2,000

Client staff and the Consultant will have a designated meeting to discuss GIS licensing and current data access to ensure a proper understanding of how it was initially accessed and used. Consultant will also provide training and up to three meetings as requested by the Client. This task also includes project management tasks.

TASK 2 - ArcGIS Online Set-up and Configuration - \$5,000

- Consultant will work with the Client to set up a new AGOL account. This will include communicating with ESRI to generate a quote and recommended licensing. This account will allow Client staff to access the new GIS information in a safe web environment from smartphones, tablets, or computers. The Client will have full control over licensing and data storage.
- Consultant will assist the Client with activation and assignment of user accounts and continued management of the AGOL account.
- The quote for AGOL yearly licensing will come directly from ESRI. The Client may cancel or add additional user accounts at any time. ESRI fee to be determined and is not associated with this proposal. A breakdown of user types and their estimated cost is as follows:
 - *Required* 1 foundational user type:
 - Creator User: \$700 annual subscription
 - Additional user types:



- Viewer: \$125 annual subscription (no edits)
- Mobile (Field) Worker: \$400 annual subscription (required for mobile app usage)

TASK 3 - Data Preparation and Digitization - \$10,000

- Consultant will receive existing wards, zoning, growth boundary, thoroughfare plan, and other data from the Client, and modify it to be editable by the Client in AGOL. This will allow for easy maintenance by the Client.
- Once complete, all content will be available in the Client AGOL Mapping Platform.

TASK 4 - Configure Web Content - \$4,500

- Zoning Editing and Viewing Applications
 - Consultant will work with the Client to develop a custom, interactive GIS Web Application for the Client to utilize in the field and office to easily access zoning and planning information and make modifications to zoning.
 - The application will include parcels, zoning information, wetlands, floodplains, roads, city boundary, and other planning data provided by the Client.
 - Consultant will also include a GIS Zoning Viewer for designated users or the public who are not provided with editing capabilities. This viewer can replace PDF zoning maps and be displayed on the City website.

TASK 5 - Ongoing Assistance – Hourly, not to exceed \$19,500 without written authorization

- Consultant will provide ongoing assistance to the Client on an as-needed basis to provide additional training, create applications, and maintain the Client's Online Accounts. In addition, the Consultant can provide Planning related services. An estimated effort can be provided to the Client for approval before work proceeds, if requested.
- If the Client approves, the Consultant will provide stormwater editing and viewing applications. This task will include the following:
 - Consultant will work with the Client to develop a custom, interactive GIS Web Application for the Client to utilize in the field and office to easily access stormwater utility information.
 - GIS Stormwater Editor will be used by designated staff to update attributes and geometry from the office or the field. The Editor will include parcels, stormwater utilities, wetlands, floodplains, Client boundary, and roads.
 - Consultant will also include a GIS Stormwater Utilities Viewer for designated users who are not provided with editing capabilities.

Deliverables

Web Mapping Applications –Zoning Editor, and Zoning Viewer and (optional) Stormwater Editor, Stormwater Viewer

Responsibilities of Client

Our Proposal was prepared based on the following assumptions:

- Consultant will be given full access to all GIS data and servers currently used by the Client.
- If additional labor effort or change in schedule is required beyond described herein, Consultant will negotiate an amendment with the Client. Consultant will not proceed with additional services without written authorization to proceed from the Client.
- Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings or service, not described within our Scope of Services, shall be considered additional services.
- The Client will provide a single point of contact to Consultant who is knowledgeable about the project needs and desired outcomes.



Additional Services

The Client may request additional services that are not included with the original Scope of Services. The Consultant will provide an Amendment to this Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for any Additional Services will be detailed within the Amendment.

Time Schedule

The Consultant is available to commence with this assignment immediately upon approval and execution of this Letter Proposal. We anticipate that our effort will span up to 90 days for Tasks 1-4.

Fee

The Consultant proposes to provide the Scope of Work included in this Proposal Letter, hourly, with a not-to-exceed budgetary Estimate of **\$21,500** for Tasks 1 – 4, and, separately, Task 5 includes optional, ongoing assistance with a not-to-exceed budgetary estimate of **\$19,500**. All estimates are based on the current hourly rates per City of Dickson Contract S-002.

TASK	Cost
Task 1 – Client and Consultant Meetings	\$2,000 lump sum
Task 2 – ArcGIS Online set-up and configuration	\$5,000 lump sum
Task 3 – Data Preparation & Digitization	\$10,000 lump sum
Task 4 – Configure Web Content	\$4,500 lump sum
Total for Tasks 1-4 and yearly minimum	\$21,500 Subtotal
Yearly AGOL Subscription (paid to ESRI)	*Dependent on # of users
Task 5- Ongoing Assistance	Hourly, not to exceed \$19,5000

Contract Terms and Conditions

Please refer to City of Dickson Contract # S-002 for agreed upon terms and conditions. Said Contract has an effective date of 8/13/2024. Consider the term Owner to mean Client as referred to in this letter.

Acceptance

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 60 days from the date of this letter.

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

Signature Rebecca Brown
Name Rebecca Brown
Title GIS Manager
Date 7/18/2025

City of Dickson
CLIENT

Signature _____
Name _____
Title _____
Date _____

RESOLUTION #2025-58

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A LEASE AGREEMENT WITH THE ECONOMIC AND HOUSING DEVELOPMENT CORPORATION OF DICKSON COUNTY, TENNESSEE, AND 841 COWAN ROAD LP TO ACCEPT PAYMENTS IN LIEU OF TAXES

WHEREAS, the Dickson County Commission created and authorized the Economic and Housing Development Corporation of Dickson County, Tennessee, to acquire title to and enter into a lease agreement (the Agreement), attached as an exhibit hereto, that provides for payments in lieu of taxes (PILOT) by 841 Cowan Road LP, the lessee proposing to construct a multifamily residential facility known as Cowan Road Apartments (the Project) in the City of Dickson, Tennessee; and

WHEREAS, 841 Cowan Road LP is requesting within the Agreement a PILOT agreement from the City of Dickson, Tennessee, to commence upon completion of the Project with incremental payments through the end of the twelfth (12th) year following the completion date; and

WHEREAS, the Agreement includes a provision that 841 Cowan Road LP will make a one-time Construction Monitoring fee payment of two hundred seventy-five thousand dollars (\$275,000) to the City of Dickson upon closing of the construction loan.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

SECTION 1. The Agreement between the Economic and Housing Development Corporation of Dickson County, Tennessee, and 841 Cowan Road LP attached hereto is approved insofar as it obligates the City of Dickson, Tennessee, to a twelve-year PILOT program for the Project described therein subject to the terms and conditions contained therein.

SECTION 2. The Mayor of the City of Dickson, Tennessee, is authorized to sign and execute said Agreement and all other documents and instruments necessary to its implementation as a third-party participant and accepts no obligations as Lessee or Lessor.

SECTION 3. This Resolution shall take effect upon its passage, the welfare of the City requiring it.

Approved and adopted this 4th day of August, 2025.

ATTEST:

Chris Norman, RECORDER

Don L. Weiss Jr., O.D., MAYOR

Chris Norman

From: Jotform <noreply@jotform.com>
Sent: Tuesday, July 29, 2025 9:00 AM
To: Chris Norman
Subject: Re: City of Dickson Request for Inclusion on City Council Agenda



City of Dickson Request for Inclusion on City Council Agenda

Date: 07-29-2025

To request to be included on the agenda for a City of Dickson City Council meeting, please state the nature of the request: PILOT approval for Cowan Road Workforce Housing Development. Resolution language pending with City Attorney

Name of individual submitting request: Andrew Mills

Date of council meeting requested: 08-04-2025

Name of individual or group requesting to appear before the Council: Andrew Mills & The Clear Blue Company

Address (City/State/Zip): 210 East College Street
Dickson, TN 37055

Phone Number: (615) 429-7536

Email: amills@rprvllaw.com

Resident of the City of Dickson?

I have read the City of Dickson's Policy For CHECKED: Yes



The Clear Blue Company Overview



6,472

Apartment
Homes in
portfolio



58

Communities
owned



54%

Average % of AMI of
residents living
in our properties



5,980/1,000

Total renovated homes /
currently in development
& predevelopment

Who we are

Founded in 2011, The Clear Blue Company (CBC) is an affordable housing owner and developer based in Nashville, Tennessee. With 58 total communities, the company's portfolio includes 6,472 multifamily homes across the Southeast.

Our mission is to **solve the affordable housing crisis** by preserving existing workforce apartments and developing new housing. Our goal is to create a repeatable model with a massive impact on affordability because **we believe everyone deserves a clean, safe, affordable place to live.**

Our portfolio consists of a mixture of workforce, subsidized, new construction, and naturally occurring affordable housing.



Minimum Income Band					
Units	AMI	Rent	Months	Qualifying Ratio*	Annual Income
1 - Bedroom	60%	\$1,187	12	.31	\$45,950
2 - Bedroom	60%	\$1,415	12	.31	\$54,775
3 – Bedroom	60%	\$1,612	12	.31	\$62,400

*FHA guidelines state that up to 31% of a household's gross income should go towards housing

Salaries of Dickson's Workforce



Teachers

\$56,300



Police Officers

\$58,900



Healthcare Technicians

\$44,490

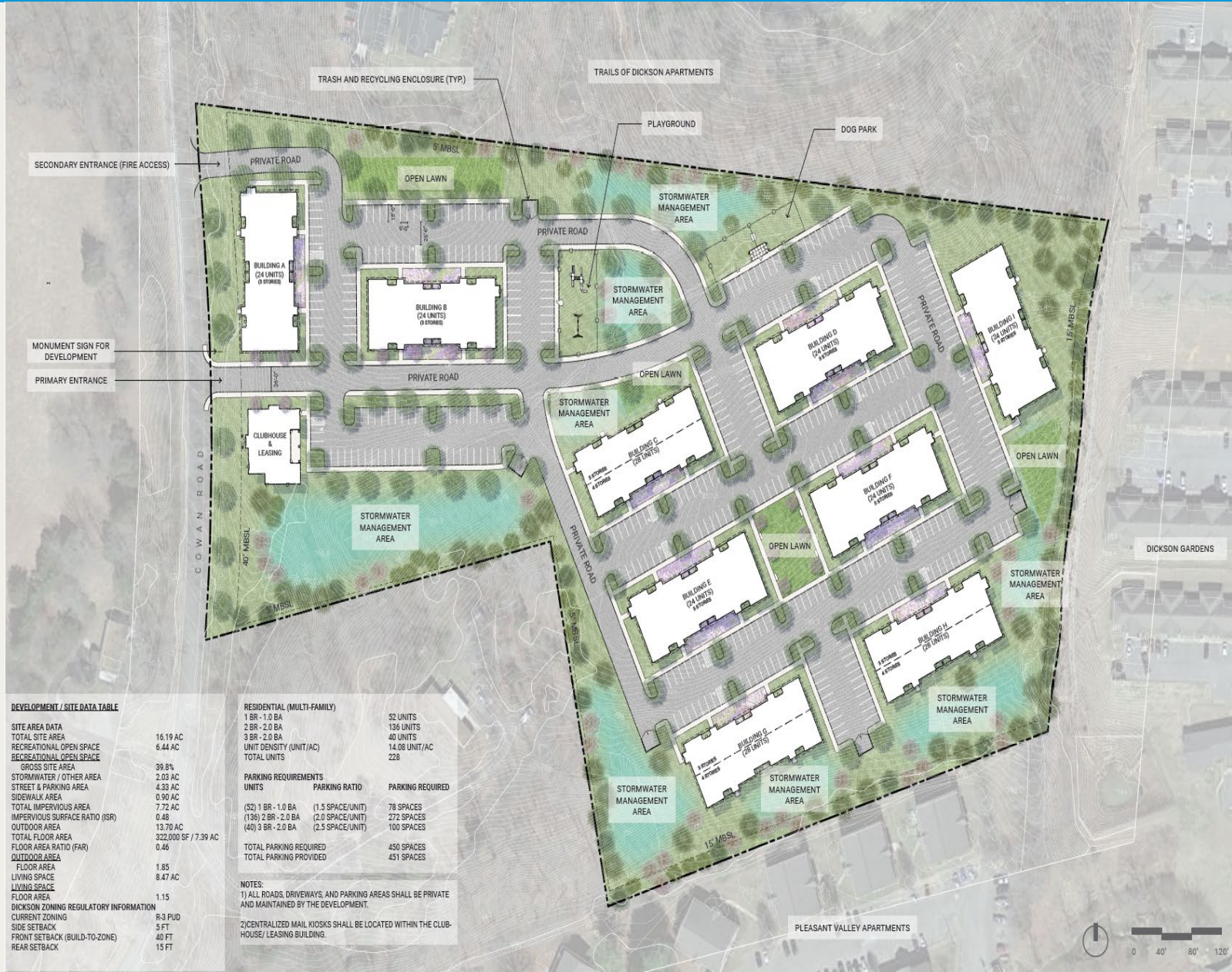


Nurse Assistant

\$38,200

Source: Census Bureau, September 2024

Project Overview



Apartment Homes:
228

1BR - 68

2BR - 60

3BR - 70

4BR - 30

- Total Development Cost \$85,900,000
- Construction Cost: \$57,350,000
- Partnership with Dickson Housing Authority
- Multi-aged playgrounds
- Pool
- Community Building
- Split level buildings

DEVELOPMENT / SITE DATA TABLE

SITE AREA DATA	
TOTAL SITE AREA	16.19 AC
RECREATIONAL OPEN SPACE	6.44 AC
RECREATIONAL OPEN SPACE	
GROSS SITE AREA	39.8%
STORMWATER / OTHER AREA	2.03 AC
STREET & PARKING AREA	4.33 AC
SIDEWALK AREA	0.90 AC
TOTAL IMPERVIOUS AREA	7.72 AC
IMPERVIOUS SURFACE RATIO (ISR)	0.48
OUTDOOR AREA	13.70 AC
TOTAL FLOOR AREA	322,000 SF / 7.39 AC
FLOOR AREA RATIO (FAR)	0.46
OUTDOOR AREA	
FLOOR AREA	1.85
LIVING SPACE	8.47 AC
FLOOR AREA	
DICKSON ZONING REGULATORY INFORMATION	1.15
CURRENT ZONING	R-3 PUD
SIDE SETBACK	5 FT
FRONT SETBACK (BUILD-TO-ZONE)	40 FT
REAR SETBACK	15 FT

RESIDENTIAL (MULTI-FAMILY)

1 BR - 1.0 BA	52 UNITS
2 BR - 2.0 BA	136 UNITS
3 BR - 2.0 BA	40 UNITS
UNIT DENSITY (UNIT/AC)	14.08 UNIT/AC
TOTAL UNITS	228

PARKING REQUIREMENTS	PARKING RATIO	PARKING REQUIRED
(52) 1 BR - 1.0 BA	(1.5 SPACE/UNIT)	78 SPACES
(136) 2 BR - 2.0 BA	(2.0 SPACE/UNIT)	272 SPACES
(40) 3 BR - 2.0 BA	(2.5 SPACE/UNIT)	100 SPACES
TOTAL PARKING REQUIRED		450 SPACES
TOTAL PARKING PROVIDED		451 SPACES

NOTES:

1) ALL ROADS, DRIVEWAYS, AND PARKING AREAS SHALL BE PRIVATE AND MAINTAINED BY THE DEVELOPMENT.

2) CENTRALIZED MAIL KIOSKS SHALL BE LOCATED WITHIN THE CLUBHOUSE / LEASING BUILDING.

Quality of Buildings & Interior Finishes



1 Schematic Elevation- Type A - Front
202.101 1/8" = 1'-0"



2 Schematic Elevation- Type A - Rear
202.101 1/8" = 1'-0"



Why Does This Project Need a PILOT?

Answer: Affordable properties are taxed higher than market rate properties

Market Rate Property



East Forest Park Apartments
Units: 226
Year Built: 2000 & 2022

Type: Market Rate

- City Taxes 2024: \$39,533 (\$175 PU)
- County Taxes 2024: \$94,230 (\$417 PU)
- City tax is 56% lower than comparable affordable properties in Dickson

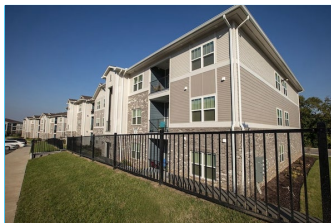
Without PILOT (Not Viable)



Cowan Road Apartments
Units: 228
Year Built: 2027
Type: Affordable

- Forecast of City Taxes 2027: \$91,200 (\$400 PU)
- County Taxes 2027: \$182,400 (\$800 PU)
- Forecasted City tax is 44% higher than Market Rate Comparable

With PILOT



Cowan Road Apartments
Units: 228
Year Built: 2027
Type: Affordable

- City Taxes with PILOT: \$39,100(\$175 PU)
- County Taxes with PILOT: \$45,600 (\$200 PU)
- Economic Investment from Regions Bank of \$40,360,000

Proposed Legislation

- PILOT Construction Monitoring Fee of \$275,000 Paid At Financial Closing, In Lieu of County Adequate Facilities Tax
- 12 Year PILOT That Runs Concurrently With County PILOT
- \$39,100 In City Property Taxes Starting In Year 1 of Operations, Escalating at 3% Annually
- Approved through Economic & Housing Development Corporation of Dickson County

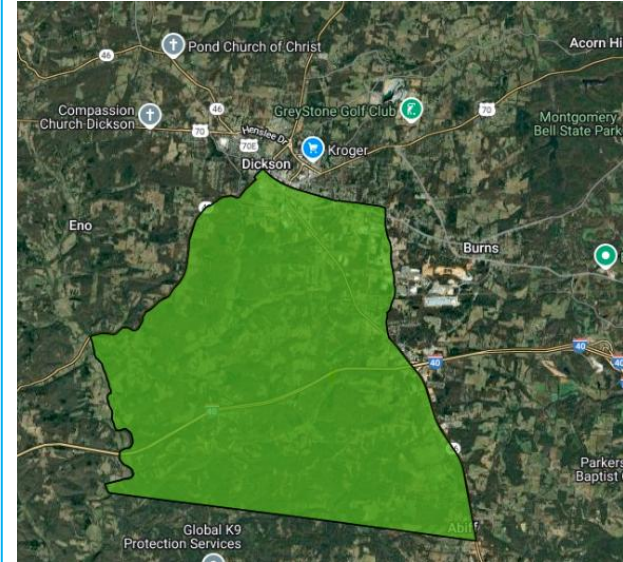
Why These Exceptions Will Not Create Precedence

1) Partnership with Dickson Housing Authority

- Awarded 60 Project Based Vouchers from DHA RFP
- Created Project Based Voucher Program with DHA's Team
- Project Based Vouchers Are a High Barrier to Entry Resource to get Approved by Local and Federal Government, which Decreases the Likelihood of Future Partnership
- In Combination with the Disappearance of the Qualified Census Tract, Future Projects Will Not Be Financially Viable

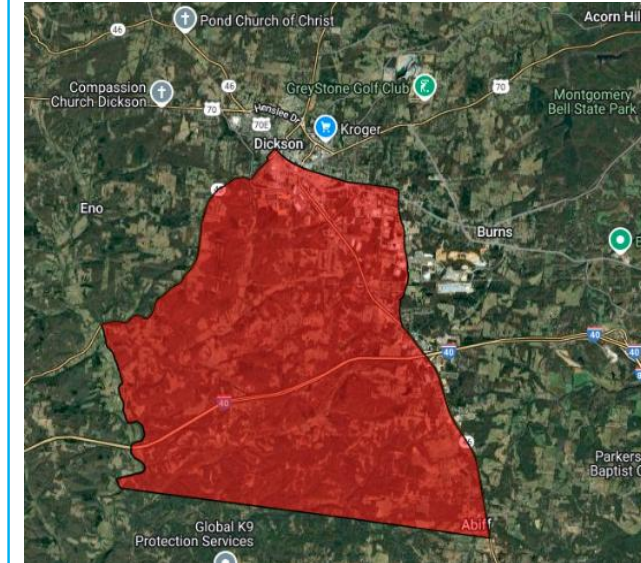
2) Disappearance of Qualified Census Tract

2024



- HUD Incentivizes Creating Affordable Housing in Specific Census Tracts
- The Incentive Helps Make Building Affordable Financially Viable

2025



- In 2025, The Incentive Disappeared, Which Will Deter Future Development of Affordable Housing
- Not Forecasted to Return in Future Years

DRAFT

ECONOMIC AND HOUSING DEVELOPMENT CORPORATION OF DICKSON COUNTY,
TENNESSEE
(a public nonprofit corporation organized
under Tennessee law)

TO

841 COWAN ROAD LP
(a Tennessee limited partnership)

LEASE

DATED AS OF _____, 2025

This instrument prepared by:
Reno & Cavanaugh, PLLC
Dwayne W. Barrett
424 Church Street, Suite 2910
Nashville, Tennessee 37219

LEASE

This Lease, made and entered into as of the ____ day of _____, 2025, by and between the Economic and Housing Development Corporation of Dickson County, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq. ("Lessor"), and 841 Cowan Road LP, a Tennessee limited partnership ("Lessee").

WITNESSETH:

WHEREAS, Lessor is a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq., as amended (the "Act"), and is authorized under the Act to acquire, whether by purchase, exchange, gift, lease, or otherwise, and to own, lease and dispose of properties for certain purposes identified in the Act;

WHEREAS, in order to encourage Lessee to cause the acquisition of land and construction of a multifamily facility for low and moderate-income citizens known as Cowan Road Apartments located in Dickson County, Tennessee (the "Project"), thereby furthering the purposes of the Act, Lessor desires to lease to Lessee and Lessee desires to rent from Lessor certain real property hereinafter more particularly described, on the terms and conditions set forth herein; and

WHEREAS, the County Commission of Dickson County, Tennessee, on or around July 21, 2025, delegated to the Board the authority to acquire title to the Project and negotiate and enter into a lease agreement with the Company which provides for the payment in lieu of taxes; and

NOW, THEREFORE, Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessee, and the covenants and agreements hereinafter contained to be kept and performed by Lessee, does by these presents demise, lease and let unto Lessee, and Lessee does by these presents hire, lease and rent from Lessor, for the Term (as defined below) and upon the conditions hereinafter stated, the real property described in Exhibit A attached hereto, together with all facilities and improvements now existing or hereafter constructed thereon by Lessee or otherwise;

UNDER AND SUBJECT, however, to deed restrictions, covenants, easements, reservations, rights of way and other encumbrances applicable to the real property to be leased and existing as of the date hereof and any other encumbrance hereafter existing that is not created by Lessor; and

UNDER AND SUBJECT to the following terms and conditions:

ARTICLE I.

Definitions

Section 1.01 In addition to the words, terms and phrases elsewhere defined in this Lease, the following words, terms and phrases as used in this Lease shall have the following respective meanings:

"Acquisition Deed" shall mean the deed pursuant to which Lessor acquires title to the Leased Land.

"Act" shall mean Tenn. Code Ann. §§ 7-53-101, et seq., as amended.

"Additional Rent" shall mean the amounts described in Sections 4.02 and 7.04.

"Basic Rent" shall mean the amounts described in Section 4.01.

"Buildings" shall mean the Buildings to be constructed on the Leased Land including approximately 228 units of rental housing consistent with the site plan and other information provided by Lessee to Lessor.

"City" shall mean the City of Dickson, Tennessee

"City Taxes" shall mean the annual ad valorem taxes levied by the City for City purposes.

"Commencement Date" shall mean the date hereof.

"Completion Date" shall mean the earlier of (i) December 31, 2028; or (ii) the date that a certificate of occupancy is issued for the Buildings. Lessee shall provide a certificate to Lessor evidencing the Completion Date no later than thirty (30) days after the occurrence of the Completion Date.

"County" shall mean Dickson County, Tennessee.

"County Taxes" shall mean the annual ad valorem taxes levied by the County for County purposes.

"First Priority Loan Documents" shall mean the loan documents entered into in connection with the loan secured by the First Priority Mortgage.

"First Priority Mortgage" shall mean the highest priority deed of trust recorded against the Leased Land.

"First Priority Mortgagee" shall mean that lender holding the First Priority Mortgage.

"Force Majeure" means fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the applicable party's reasonable control. Where this Lease expressly provides that a party's obligations are subject to Force Majeure, then delay or non-performance on the part of such party will be excused upon the occurrence and during the continuance of such event of Force Majeure, provided that such party promptly gives the other party written notice of the occurrence and abatement of such event of Force Majeure.

"Investor Limited Partner" shall mean _____, LLC, a _____ limited liability company, or its affiliate, and its successors and assigns.

"Lease" shall mean this instrument as originally executed or as it may from time to time be supplemented or amended by one or more instruments supplemental hereto.

"Leased Land" shall mean the real property described in Exhibit A attached hereto.

"Leased Property" shall mean the Leased Land, together with the Buildings and related improvements.

"Lender" shall mean _____, and its successors and assigns, as their interests may appear.

"Lessee" shall mean 841 Cowan Road LP, a Tennessee limited partnership.

"Lessor" shall mean the Economic and Housing Development Corporation of Dickson County, Tennessee, a public nonprofit corporation organized under the Act.

"Loan Documents" shall mean the Loan Agreement, the Multifamily Note, the Leasehold Multifamily Deed of Trust, Assignment of Leases and Rents, and Security Agreement, and other ancillary documents executed in connection therewith between Lessee and Lender dated on or about _____, 2025, as such documents may be amended or extended.

"Tax Credits" shall mean any low-income housing tax credits that have been awarded with respect to the Leased Property pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

"Tax Year" shall mean each annual period beginning on January 1 of each year and ending on December 31 of that year.

"Term" shall mean the term described in Article III.

ARTICLE II.

Representations and Warranties of Lessee

Section 2.01 Lessee makes the following representations and warranties to induce Lessor to enter into this Lease:

(a) Lessee is a limited partnership duly formed, existing and in good standing under the laws of the State of Tennessee, and has full power and authority to enter into this Lease and to perform all obligations contained herein and therein, and has, by proper action, been duly authorized to execute and deliver this Lease and, when executed and delivered by the parties thereto, this Lease will constitute the valid and binding obligation of Lessee enforceable in accordance with its terms.

(b) Neither the execution and delivery of this Lease, nor the consummation of the transactions contemplated herein by Lessee, nor the fulfillment of or compliance with the terms and conditions of this Lease, does or will conflict with or result in a breach of the terms, conditions or provisions of any restriction or internal governing document of Lessee or any agreement or instrument to which Lessee is now a party or by which it is bound, or any existing law, rule, regulation, judgment, order or decree to which it is subject, or constitutes a default under any of the foregoing or, except as contemplated hereby, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessee under the terms of any instrument or agreement.

(c) There are no proceedings pending, or to the knowledge of Lessee threatened, against or affecting Lessee in any court or before any governmental authority, arbitration board or tribunal which involve the possibility of materially and adversely affecting the properties, business, prospects, profits or condition (financial or otherwise) of Lessee, or the ability of Lessee to perform its obligations under this Lease. Lessee is not in default with respect to an order of any court, governmental authority, arbitration board or tribunal.

(d) No event has occurred and no condition exists with respect to Lessee that would constitute an Event of Default under this Lease, as defined in Article XIV, or which, with the lapse of time or with the giving of notice, or both, would become such an Event of Default.

(e) To the knowledge of Lessee, there are no substances, materials, wastes, pollutants or contaminants located on the Leased Property that are regulated under any environmental law or regulation except those materials and substances that are maintained in compliance with such laws and

regulations, and Lessee shall not permit material quantities of such substances, materials, wastes, pollutants or contaminants to exist on the Leased Property during the Term of this Lease except in compliance with such laws and regulations. Lessee has obtained an independent third-party report confirming the foregoing representation and will provide such report to Lessor upon request.

(f) The Leased Property will be operated as, and its use restricted to, a multifamily housing facility for low or moderate income persons.

(g) The Leased Property constitutes a "tax-credit housing project" as defined in Tenn. Code Ann. § 7-53-305(a)(2)(C).

ARTICLE III.

Lease Term

Subject to the provisions contained in this Lease, this Lease shall be in full force and effect for a Term commencing on the Commencement Date and ending on the twelfth (12th) anniversary of the Completion Date, unless terminated earlier, in accordance with the terms hereof. Lessee shall provide a certificate to Lessor evidencing the Completion Date no later than thirty (30) days after the occurrence of the Completion Date.

Notwithstanding the foregoing, the Term of this Lease may be terminated at any time upon exercise by Lessee of the purchase option described in Article XV hereof.

ARTICLE IV.

Rent

Section 4.01 Basic Rent. Lessee will pay to Lessor without notice or demand, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, as Basic Rent: (a) annual rent in the amount of \$1.00 payable on the date hereof and on each anniversary of the date hereof, which annual rent Lessee will prepay as of the date hereof, (b) all costs and expenses incurred by Lessor in connection with its obligations described herein including but not limited to attorney fees and expenses incurred by Lessor in connection with this Lease, and (c) an administrative fee payable to the Board in connection with entering into this Lease in the amount of three thousand five hundred dollars (\$3,500).

Section 4.02 Additional Rent. Lessee agrees to pay, as Additional Rent, all other amounts, liabilities and obligations which Lessee herein assumes or agrees to pay under the lease. Lessee shall also pay as Additional Rent the payments in lieu of taxes described in Section 7.04 hereof. In the event of any failure on the part of Lessee to pay any amounts, liabilities or obligations described in this paragraph, Lessor shall have all rights, powers and remedies provided for herein or by law or equity or otherwise in the case of nonpayment of the Basic Rent.

ARTICLE V.

Compliance with Laws; Permitted Contests; Lessee's Acceptance of Leased Property; Reports; Net Lease

Section 5.01 Compliance with Laws. Lessee shall throughout the Term and at no expense to Lessor promptly cure any violations under all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which are or shall become lawfully applicable to the Leased Property, the repair and alteration thereof, and the use or manner of use of the Leased Property, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change of governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof; provided, however, that Lessee, in lieu of compliance with such laws, orders, rules, regulations and requirements, or the making of such additions, changes or alterations, may, at its option, exercise its right to purchase the Leased Property, as provided below and, in such event shall have no further liability hereunder, except as otherwise provided herein.

Section 5.02 Permitted Contests. Lessee shall not be required to comply or cause compliance with the laws, ordinances, orders, rules, regulations or requirements referenced in Section 5.01, so long as Lessee shall, at Lessee's expense, contest the same or the validity thereof in good faith, by appropriate proceedings. Such contest may be made by Lessee in the name of Lessor or of Lessee, or both, as Lessee shall determine and Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such contest to such extent as Lessee may reasonably request. It is understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses (including attorneys' fees) in connection with any such proceeding brought by Lessee, and Lessee covenants to pay, and to indemnify and save harmless Lessor from, any such costs or expenses.

Section 5.03 Acceptance of Leased Property. Lessee acknowledges that, as between Lessor and Lessee, it has examined the Land described in Exhibit A attached hereto and the state of Lessor's title thereto prior to the making of this Lease and knows the condition and state thereof, including, without limitation, the environmental and soil conditions, as of the first day of the term of this Lease, and accepts the same in said condition and state; that no representations as to the condition or state thereof have been made by representatives of Lessor; and that in entering into this Lease, Lessee is relying solely upon its own examination thereof.

Section 5.04 Construction Monitoring. During the Term, Lessee shall retain the City to conduct construction monitoring of the Improvements. The responsibilities of the City will be the following:

1. Conduct monthly site visits to ensure construction adheres to approved plans, building codes, and safety regulations;
2. Review quarterly reports given from Lessee summarizing construction progress and schedule;
3. Monitor construction impacts on surrounding neighborhoods, including traffic flow, noise levels, and dust control, providing recommendations where necessary; and
4. Oversee traffic control measures and temporary road closures or detours, ensuring safe circulation around the site during construction.

The City will be paid a one-time fee of \$275,000.00 at the closing of the construction loan to conduct the construction monitoring referenced in this Section 5.04 ("CM Fee").

Section 5.05 Triple Net Lease. This is a "triple net lease" and the Basic Rent, Additional Rent and all other sums payable hereunder to or for the account of Lessor shall be paid promptly and without set off, counterclaim, abatement, suspension, deduction, diminution or defense.

ARTICLE VI.

Title and Tax Benefits

Section 6.01 No Conveyance of Title by Lessor. Lessor covenants and agrees that, except as set forth herein, during the Term of this Lease, it will not convey, pledge, encumber or suffer or permit the conveyance of, by any voluntary act on its part, its title to the Leased Property to any person, firm, corporation, or other entity whatsoever, irrespective of whether any such conveyance or attempted conveyance shall recite that it is expressly subject to the terms of this Lease unless such conveyance is consented to, in writing, by Lessee. Lessor will not create any lien, encumbrance or charge upon its interest in the Leased Property except for any such lien, encumbrance or charge otherwise created by this Lease or consented to in writing by both Lessee and First Priority Mortgagee. In the event Lessee or any successor to Lessee requests Lessor's cooperation in effecting any conveyance, pledge, encumbrance of the Leased Property, Lessee covenants to pay, and to indemnify and save harmless Lessor from any costs or expenses (including attorneys' fees) in connection with such request.

Section 6.02 Tax Benefits. During the Term, Lessee shall be entitled to all benefits under federal and state tax laws attributable to the ownership of the Leased Property, including, without limitation, the right to claim deductions for depreciation and the right to claim Tax Credits. Lessor shall execute and deliver other and further certificates, documents, and amendments to this Lease as reasonably requested by Lessee to confirm and establish that Lessee is the owner of the Leased Property for federal income and state franchise and excise tax purposes.

Section 6.03 Taxation of Improvements. This Lease is intended to be a lawful agreement between the Lessee and Lessor, as an instrumentality of a local government, for payments in lieu of taxes and therefore, the Buildings are assessed solely to Lessor and are subject to all applicable exemptions, all in accordance with Tennessee Code Annotated § 67-5-502(d).

ARTICLE VII.

Taxes and Other Charges

Section 7.01 Taxes and Other Governmental Charges. Lessee agrees, subject to the provisions of Section 7.04, to pay and discharge, as Additional Rent, punctually as and when the same shall become due and payable without penalty, all ad valorem taxes that at any time during the Term shall be or become due and payable by Lessor or Lessee and that shall be levied, assessed or imposed upon, or that shall be or become liens upon, the Leased Property or any portion thereof or any interest of Lessor or Lessee therein, under and by virtue of any present or future law, statute, regulation or other requirement of any governmental authority.

Section 7.02 Lessee Subrogated to Lessor's Rights. To the extent of any payments of Additional Rent by Lessee under this Article VII, Lessee shall be subrogated to Lessor's rights in respect to the proceedings or matters relating to such payments, and any recovery in such proceedings or matter shall be used to reimburse Lessee for the amount of such Additional Rent so paid by Lessee.

Section 7.03 Utility Services. Lessee agrees that Lessor is not, nor shall it be, required to furnish to Lessee or any other user of the Leased Property any gas, water, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind pursuant to this Lease and Lessee agrees that it shall pay all costs and expenses related to the foregoing.

Section 7.04 Payments in Lieu of Taxes.

(a) Recognition of Tax Status. Lessee recognizes that under present law, including specifically the Act, the properties owned by Lessor are exempt from all taxation in the State of Tennessee.

(b) Administrative Provisions. To the extent necessary in furtherance of the agreements in this Section, it is agreed by and between the parties hereto that Lessee, with the reasonable cooperation of Lessor, shall cause all of the Leased Property, including but not limited to, the Leased Land, the Buildings and each expansion of any Building to be valued and assessed separately by the assessor or other official or officials charged with the responsibility of assessing privately owned property in the area where the Leased Property is located at the time such privately owned property is valued or assessed. The right is reserved to Lessee to the same extent as if Lessee were the owner of the Leased Property to contest the validity or amount of any such assessment.

(c) Payments in Lieu of Taxes. In addition to Basic Rent and as part of Additional Rent hereunder, Lessee and Lessor shall pay directly to the City and to the County, or such other place as Lessor may designate in writing, for each Tax Year occurring during the Term, annual payments in lieu of taxes to the City and the County equal to the amounts set forth below (collectively, the "PILOT").

Commencement Date through the Completion Date	100% of the City Taxes + CM Fee to the City + 100% of the County Taxes
Completion Date through the end of the twelfth (12 th) year following the Completion Date	\$39,900.00 to the City (increasing by 3.0%/year) + \$45,600 to the County (increasing by 3.0%/year)
From and after the date that is twelve (12) years following the Completion Date.	100% of the City Taxes + 100% of the County Taxes

Notwithstanding the foregoing, in the event of a material breach of this Lease, including the representations in Section 2.01(f) regarding use of the Leased Property, and continuing so long as such breach remains uncured, the PILOT shall be an amount equal to all ad valorem taxes that would be payable with respect to the Leased Property if Lessee were the owner of the Leased Property.

Amounts payable with respect to any partial Tax Years included within the Term will be prorated based upon the actual number of days included within such Tax Year. Any pro-rated payment due with respect to a Tax Year that is not paid prior to the termination or expiration of this Lease shall not be extinguished as a result of such termination or expiration and shall survive such termination or expiration.

Notwithstanding anything to the contrary contained in this Section, this Lease shall not be extended except pursuant to an amendment in writing and executed by both the Lessor and Lessee. Such reduction in taxes otherwise payable shall not apply with regard to any other tax assessed against Lessee, its income, its other real property or its personality. In the event Lessee assumes ownership of the Leased Property, Lessee shall begin paying all applicable ad valorem and other taxes directly to the County and the

City, as assessed, but shall not make, from the date of such acquisition, any in lieu payments with respect to such property other than those payments that were unpaid at the time of such acquisition.

Notwithstanding anything to the contrary contained in this Section, in the event that the Leased Property no longer constitutes a “tax-credit housing project” as defined in Tenn. Code Ann. §7-53-305(a)(2)(C), or has an uncured violation of the use restrictions related to the Tax Credits applicable to the Leased Property, then Lessee shall make a payment in lieu of taxes with respect to each Tax Year remaining in the Term on behalf of the Lessor to the County and the City in an amount equal to the ad valorem taxes that would otherwise be payable with respect to the Leased Property for each such Tax Year if the Leased Property were owned by Lessee.

(d) Credit for Taxes Paid. Nothing contained in this Section 7.04 is intended or shall be construed to require the PILOT payment by Lessee to be any greater in amount than would be payable as taxes if the Leased Property were owned by Lessee. It is accordingly understood and agreed that the amount payable by Lessee in any year under the provisions of this Section 7.04 shall be reduced by the amount of any ad valorem taxes lawfully levied upon the Leased Property or any part thereof, or upon Lessee’s leasehold estate therein, and actually paid by Lessee pursuant to the requirements of Section 7.01 hereof to the County and the City and to the extent that any such tax payments paid by Lessee pursuant to the requirements of Section 7.01 hereof for any year shall exceed the PILOT payments for such year otherwise provided in this Section 7.04 the amount payable by Lessee in any subsequent year under the provisions of this Section 7.04 shall be reduced by such excess amount.

The payments in lieu of taxes payable hereunder shall only apply to the Leased Land and the Buildings. In the event Lessee constructs improvements on the Leased Land other than the Buildings, Lessee shall make payments in lieu of taxes to the County and the City with respect to such additional improvements in an amount equal to the ad valorem taxes that would otherwise be payable with respect to such improvements if such improvements were owned by Lessee unless Lessor and Lessee shall agree in writing otherwise.

(e) Timing of Payments. Each payment in lieu of taxes required by this Section 7.04 with respect to any Tax Year or partial Tax Year shall be paid not later than February 28th of the following year.

(f) Reports. On behalf of Lessor, Lessee shall, during the term of this Lease, submit on or before October 1 of each year to the Tennessee Comptroller of the Treasury the annual report required to be submitted by it pursuant to Tenn. Code Ann. §7-53-305 along with any other reports currently or hereafter required to be filed by Lessee related to the payment in lieu of taxes provisions of this Lease.

(g) Payment Upon Termination or Expiration. Upon the termination of this Lease for any reason during a Tax Year, Lessee shall pay on the date of such termination, a pro-rated amount of the PILOT, if any, required by this Section 7.04 for the period that this Lease is in effect and for which no payments in lieu of taxes have been made up to the date of such termination.

(h) Cessation of Business or Foreclosure. Except in the event Lessee shall terminate this Lease pursuant to Article IX of this Lease, in the event Lessee ceases the active operation (excluding temporary cessations due to Force Majeure events) of a low-income housing facility for eligible residents at the Leased Property, and notwithstanding any provision herein to the contrary, Lessee shall make payments in lieu of taxes beginning as of the date Lessee ceases such operation equal to the ad valorem taxes that Lessee otherwise would have been required to make with respect to the Leased Property if the Leased Property was owned by Lessee. Upon the foreclosure of Lessee’s leasehold interest in this Lease, any successor to Lessee’s interest hereunder shall, notwithstanding any provisions herein to the contrary,

make payments in lieu of taxes beginning as of the date such successor acquires Lessee's leasehold interest hereunder equal to the ad valorem taxes that such successor otherwise would have been required to make with respect to the Leased Property if the Leased Property was owned by such successor, unless a new lease is requested, pursuant to the terms of Section 13.06 below.

Section 7.05 Permitted Contests. Lessee shall not be required to pay any tax or assessment against the Leased Property or any part thereof, so long as Lessee shall, at Lessee's expense, contest the same or the validity thereof in good faith, by appropriate proceedings which shall operate to prevent the collection of the tax or assessment so contested or resulting from such contest and the sale of the Leased Property or any part thereof to satisfy the same. Such contest may be made by Lessee in the name of Lessor or of Lessee, or both, as Lessee shall determine, and Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such contest to such extent as Lessee may reasonably request. It is understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses (including attorneys' fees) in connection with any such proceeding brought by Lessee, and Lessee covenants to pay, and to indemnify and save harmless Lessor from, any such costs or expenses.

ARTICLE VIII.

Maintenance and Repair

Lessor shall not be required to rebuild or to make any repairs, replacements or renewals of any nature or description to the Leased Property or to make any expenditures whatsoever in connection with this Lease or to maintain the Leased Property in any way. Lessee expressly waives the right contained in any law now or hereafter in effect to make any repairs at the expense of Lessor.

Except as provided in the next paragraph, Lessee shall keep and maintain in good order, condition and repair (including any such repair as is required due to fire, storm or other casualty) the Leased Property and every part thereof and any and all appurtenances thereto. Lessee shall save Lessor harmless on account of claims for mechanics and materialmen's liens in connection with any work by Lessee, and any such liens shall exist only against Lessee's leasehold interest and shall be discharged, by bond or otherwise, within sixty (60) days after filing. Lessee shall keep and maintain the Leased Property in accordance with all directions, rules and regulations of the proper officials of the government agencies having jurisdiction, at the sole cost and expense of Lessee.

In the event the Buildings are destroyed or substantially damaged by fire, storm or other casualty, Lessee shall not be required to rebuild the Buildings. In the event Lessee does not elect to rebuild the damaged Buildings on the Leased Property in such a case, Lessee shall within ninety (90) days after such casualty (a) remove all rubble, debris, materials of the damaged Buildings on the Leased Property so that the Leased Property is in good condition; provided that additional time may be allowed for such removal if the conditions must be left undisturbed for insurance or other inspection and/or if necessary due to the nature of the damage suffered and debris to be removed, and (b) if no portion of the Leased Property remains operable as residential rental property, exercise the option to purchase described in Section 15.01 of this Lease. By way of clarity, if one Building at the Leased Property is destroyed by fire but the remaining Buildings remain in good, operable condition, Lessee shall remove the debris as set forth above but shall not be required to rebuild the damaged Building and may continue to operate the remainder of the Buildings on the Leased Property under the terms of this Lease.

ARTICLE IX.

Condemnation

Section 9.01 If during the Term, all or any part of the Leased Property be taken by the exercise of the power of eminent domain or condemnation, Lessee shall be entitled to and shall receive the

entire award for the taking. If title to or control of all of the Leased Property shall be taken by the exercise of the power of eminent domain or condemnation, or if such use or control of a substantial part of the Leased Property shall be taken as to result in rendering a substantial part of the Leased Property untenable or of materially reduced value to Lessee, Lessee may terminate this Lease and exercise the purchase option purchase to Article XV by giving written notice to the Lessor and thereafter shall have no further liability hereunder except as specifically provided herein, provided, as a condition of such termination, Lessor may require Lessee to remove all or a portion of the improvements from the remaining portion of the Leased Property. The First Priority Mortgagee shall have the right to participate in condemnation proceedings and any condemnation awards must be paid to the First Priority Mortgagee or an independent trustee acceptable to the First Priority Mortgagee. Any condemnation award will be applied in accordance with the requirements of the First Priority Loan Documents. In the event of a partial taking of any part of the Leased Property, the Lessee may elect to rebuild/restore the Leased Property, provided that First Priority Mortgagee must provide their consent and may instead require distribution of the condemnation award, to be applied in accordance with the terms of the First Priority Loan Documents. Lessor shall have no rights to administer any condemnation award and may not receive any condemnation award until the indebtedness due to the First Priority Mortgagee had been paid in full. Lessee covenants to pay, and to indemnify and save harmless Lessor from any costs or expenses (including attorneys' fees) in connection with any such eminent domain or condemnation proceeding.

ARTICLE X.

Insurance and Indemnification

Section 10.01 Insurance. Lessee shall carry commercial general liability insurance covering the Leased Property and the use and occupancy of the same in a company or companies licensed to do business in Tennessee under a policy satisfactory to Lessor both as to amount and coverage and shall provide evidence of same to Lessor. Lessor shall be listed as an additional insured on such policy. Lessee shall also insure all improvements on the Leased Property at their full replacement value, with Lessor being included as an additional insured, and Lessee shall provide evidence of same to Lessor. Each policy described above shall not be canceled without first giving Lessor not less than thirty (30) days prior written notice. Lessee shall provide to Lessor evidence of all insurance policies contemplated by this Section, including, upon request, annual certificates of continued coverage. Notwithstanding anything herein to the contrary, the First Priority Mortgagee shall have the right to participate in adjustment of losses as to casualty insurance proceeds and any casualty insurance proceeds must be paid to the First Priority Mortgagee or an independent trustee acceptable to the First Priority Mortgagee. Any casualty insurance proceeds will be applied in accordance with the requirements of the First Priority Loan Documents. Lessor shall have no rights to administer the adjustment of losses or payment of casualty insurance proceeds and may not receive any casualty insurance proceeds until the indebtedness due to the First Priority Mortgagee had been paid in full.

Section 10.02 Indemnification. Lessee covenants and agrees, at its expense, to pay, and to indemnify and save Lessor and its directors, agents and employees (collectively, the "Indemnified Parties") harmless against and from any and all claims by or on behalf of any person, firm, corporation, or governmental authority, arising from the approval or execution of this Lease, the occupation, use, possession, conduct or management of or from any work or activity done in or about the Leased Property or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Leased Property or the occupancy or use thereof. Lessee also covenants and agrees, at its expense, to pay, and to indemnify and save the Indemnified Parties harmless against and from, any and all claims, costs or expenses arising from (i) any condition, including

any environmental condition, now existing or hereafter arising, on the Leased Property, (ii) any breach or default on the part of Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to this Lease, (iii) any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, (iv) the failure of the Acquisition Deed to convey title to the Leased Land to Lessor on the date hereof other than as described in the Acquisition Deed, (v) any disputes, demands or claims related to the title of the Leased Land or any liens or other encumbrances affecting the Leased Land (other than claims originating from an action in violation of Section 6.01 hereof), or (vi) any accident, injury or damage whatever caused to any person, firm or corporation in or about the Leased Property and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section. In the event that any action or proceeding is brought against any Indemnified Party by reason of any such claims, Lessee, upon notice from such Indemnified Party, covenants to resist or defend such action or proceeding. Notwithstanding anything in this Lease to the contrary, Lessee shall not be required to indemnify any Indemnified Party in the event of any acts of gross negligence or willful misconduct or intentional misconduct of such Indemnified Party or for any claim or liability which Lessee was not given the opportunity to contest. The indemnification provided shall survive termination of this Lease.

Section 10.03 Limitation of Liability. This Lease and the obligations of Lessor hereunder shall be non-recourse as to Lessor, and Lessor shall have absolutely no personal or individual liability with respect to any of the terms, covenants and conditions of this Lease. Lessee hereby expressly agrees that it shall look solely to the equity of Lessor or its successor(s) interest in the Leased Property for the satisfaction of any remedy of Lessee in the event of any breach by Lessor of any of the terms covenants and conditions of this Lease. This exculpation of Lessor's personal liability is absolute and without any exception whatsoever. Lessee acknowledges that Lessor is a governmental entity and is subject to the protection of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated § 29-20-101 through 29-20-408 (as amended from time to time), and nothing contained herein shall constitute a waiver or release of Lessor's rights and protections under said Act.

ARTICLE XI.

Construction of Buildings; Alterations

Lessee covenants and agrees at its expense to construct the Buildings and cause the completion thereof to occur not later than December 31, 2028, provided that such date may be extended if Lessee demonstrates to the reasonable satisfaction of Lessor that any delay is due to a Force Majeure event. Lessee agrees that the Buildings will be constructed consistent with description of the proposed improvements that Lessee has made to Lessor in its application requesting that Lessor enter into this Lease. Lessee shall also have the right to construct additional buildings and other improvements on the Leased Land from time to time and to make additions to and alterations of the Buildings and any additional buildings and improvements on the Leased Property. All work done in connection with such additions, alterations, improvements or construction shall be done promptly, and in good and workmanlike manner, and in compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and offices thereof. Lessee shall maintain or cause to be maintained, at all times when any work is in process in connection with such additions, alterations, improvements or construction, workmen's compensation insurance

covering all persons employed in connection with such work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessee or the Leased Property.

ARTICLE XII.

Equipment

Section 12.01 Installation and Removal of Personal Property. Lessee may at any time or times during the Term install on the Leased Land or any improvement thereon any equipment necessary or appropriate to operate the Lease Property, but any such equipment shall be owned by Lessee and subject to ad valorem taxation for personal property.

ARTICLE XIII.

Subletting, Assignments and Mortgaging

Section 13.01 Limitations on Assignment. Except for leases in the ordinary course of business for operation of an apartment complex (including without limitation, residential leases to tenants at the Leased Property), Lessee shall not have the right to assign or otherwise transfer its rights and interest hereunder except with the prior written consent of Lessor. A change in the ownership equity of Lessee of more than fifty (50%) percent whether in a single transaction or series of transactions shall be deemed an assignment requiring the consent of Lessor. Lessee shall be liable for reasonable fees incurred by Lessor in connection with any assignment, or request for consent to assignment, including but not limited to reasonable attorney's fees. Notwithstanding anything herein to the contrary, the First Priority Mortgagee shall have the right to foreclose on their lien against the Leased Property or to accept a deed-in-lieu of foreclosure without the consent of Lessor. Following such foreclosure or deed-in-lieu of foreclosure by First Priority Mortgagee, the First Priority Mortgagee shall have the right to assign this Lease without the consent of Lessor, provided that any subsequent assignee shall be bound by all terms and requirements of this Lease and must operate the Leased Property in a manner consistent with the uses outlined in Section 2.01(f) and (g). Following an assignment by First Priority Mortgagee, or its assigns, the assignor shall be released from any further liability under this Lease.

Section 13.02 Subletting. Except for the leases permitted by Section 13.01, Lessee may not sublet the Leased Property or any part thereof.

Section 13.03 Mortgages. Notwithstanding the foregoing limitation hereof, and subject to the other terms of this Lease, Lessee is hereby given the right, at any time and from time to time, to mortgage its leasehold estate in the Leased Property. As used in this Section and throughout this Lease, the noun "mortgage" shall include a leasehold deed of trust, the verb "mortgage" shall include the creation of a leasehold deed of trust, the word "mortgagee" shall include the beneficiary under a leasehold deed of trust, and the terms "foreclose" or "foreclosure" shall include a trustee's sale under a deed of trust as well as a foreclosure by judicial process. Lessor specifically consents to the deed of trust and related loan documents executed concurrently with this Lease by Lessee in favor of Lender. At the request of any mortgagee, Lessor will execute and deliver a joinder, in a form reasonably acceptable to Lessor, pledging its interest in the Leased Property, in connection with Lessee's financing or refinancing of the Leased Property and such other related documents as may reasonably be requested by any such mortgagee from time to time, including estoppel certificates as to the status of Lessee's compliance with this Lease, provided that any such joinder or other instrument shall expressly acknowledge that Lessor's liability thereunder is expressly limited to its interest in the Leased Property.

Section 13.04 Investor Rights. If a mortgagee or investor limited partner of Lessee shall have given Lessor, before any Event of Default shall have occurred hereunder, a written notice specifying the

name and mailing address of the mortgagee or investor limited partner, then Lessor shall not terminate this Lease by reason of the occurrence of any Event of Default hereunder unless Lessor shall have given the mortgagee and investor limited partner a copy of its notice to Lessee of such Event of Default addressed to the mailing address last furnished by the mortgagee and investor limited partner, and such Event of Default shall not have been cured by said mortgagee or investor limited partner as provided below. Lessor acknowledges that it has received written notice from (a) Lender that Lender is a mortgagee hereunder, and that Lessor shall send notices required to be sent to a mortgagee hereunder to Lender at the address provided in Section 16.03 and (b) Investor Limited Partner that Investor Limited Partner is an investor limited partner hereunder, and that Lessor shall send notices required to be sent to an investor limited partner hereunder to Investor Limited Partner at the address provided in Section 16.03.

Section 13.05 Limited Mortgagee Rights. Notwithstanding the term of any mortgage, Lessee's mortgagee shall have no further rights in the Lease except as stated herein or as is otherwise may be agreed upon by Lessor with mortgagee.

ARTICLE XIV. Events of Default; Termination

If any one or more of the following events (herein called "Events of Default") shall happen:

(a) if Lessee fails to maintain the commercial general liability insurance required by Section 10.01 after being given notice of such failure and not curing such failure within ten (10) days of receipt of such notice; or

(b) if default shall be made in the due and punctual payment of any payment due pursuant to Section 7.04 hereof, and such default shall continue for more than thirty (30) days after receipt of written notice of such default by Lessee from Lessor; or

(c) if default shall be made by Lessee in the due performance of or compliance with any of the terms hereof, other than that referred to in the foregoing subdivisions (a) and (b), and such default shall continue for sixty (60) days after Lessor shall have given Lessee, Lender and Investor Limited Partner written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with commercially reasonable due diligence, it being intended in connection with any such default not susceptible of being cured with commercially reasonable due diligence within the sixty (60) days that the time of Lessee within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all commercially reasonable due diligence); then in any such event Lessor at any time thereafter and while such Event of Default shall continue may give a written termination notice to Lessee, which notice shall specify the nature of the Event of Default and a date of termination of this Lease not less than ninety (90) days after the giving of such notice. Upon such termination, Lessor shall have the right, but not the obligation, to enter upon the Leased Property and repossess the Leased Property. This termination right is subject and subordinate to Lessee's and Lender's right to purchase the Leased Property pursuant to Section 15.01 and at any time during or within 30 days after the term of this Lease, Lessee or Lender may exercise its right in Section 15.01 to purchase the Leased Property without regard to whether an Event of Default has occurred. Lessor shall send copies of any and all notices sent pursuant to this Article XIV to Lender and Investor Limited Partners simultaneous with notices sent to Lessee.

ARTICLE XV.
Purchases and Purchase Prices

Section 15.01 Option to Purchase. Lessee shall have an irrevocable and exclusive option to purchase the Leased Property as a whole at any time during the Term or within thirty (30) days after the termination or expiration of the Lease for the amount provided in Section 15.03. To exercise such option Lessee shall (i) give Lessor at least ten (10) days' prior written notice of its intent to exercise any option granted pursuant to this Section 15.01, which notice shall state the purchase date, and (ii) comply with the provisions of Section 15.03 hereof. The option to be exercised by Lessee hereunder may be exercised whether or not a default or Event of Default has occurred hereunder.

Section 15.02 Granting of Easements. From time to time during the Term, Lessee, with the prior written consent of Lessor (not to be unreasonably withheld, delayed or conditioned), shall have the right, at Lessee's expense, to cause Lessor (i) to grant easements affecting the Leased Land, or (ii) to dedicate or convey, as required, portions of the Leased Land for road, highway and utilities and other public purposes. Lessor shall also promptly execute and deliver estoppels, joinders, non-disturbance agreements and other documents required in connection with Lessee's use, financing, and refinancing of the Leased Property in such form as is reasonably satisfactory to Lessor and provided that any liability of Lessor thereunder is expressly limited to its interest in the Leased Property.

Section 15.03 Exercise of Option.

(a) To exercise any option contained in Section 15.01, Lessee shall pay, or cause to be paid, on or prior to the purchase date, as the purchase price the sum of (i) \$1.00 plus (ii) any other amounts that are then due or that have accrued under this Lease (including, without limitation, any amounts due upon termination or expiration of this Lease), but excluding any amounts required to be expended pursuant to Article XI.

(b) On the purchase date for the purchase of the Leased Property pursuant to Section 15.01, Lessor shall convey the Leased Property to Lessee (or its assigns) by quitclaim deed, without warranty of any type, conveying Lessor's interest in the Leased Property being conveyed. The form of the quitclaim deed pursuant to which property will be conveyed pursuant to this Section shall be in the form attached hereto as Exhibit B. Lessee shall pay all expenses relating to such conveyance.

Section 15.04 First Priority Lender Provisions. The First Priority Lender will have the right to exercise the Lessee's option to purchase pursuant to this Article without consent or joinder from Lessee.

ARTICLE XVI.
Miscellaneous

Section 16.01 Applicable Law. This Lease shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Tennessee.

Section 16.02 Severability. In the event that any clause or provision of this Lease shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 16.03 Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Lease shall be in writing, and shall be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by a nationally recognized overnight courier service, or (c) on the fifth day following mailing by

certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the Lessor:

Economic and Housing Development Corporation of Dickson County, Tennessee
c/o Dickson County Economic Development
4 Court Square
Charlotte, TN 37036
Attention: Chairman

With Copies to:

To the Lessee:

841 Cowan Road LP
601 Woodland Street
Nashville, TN 37206
Attention: Nick Ogden

With a Copy to:

Reno & Cavanaugh, PLLC
424 Church Street, Suite 2910
Nashville, Tennessee 37219
Attention: Dwayne W. Barrett

To Lender (as a mortgagee as provided in Article XIII):

With a Copy to:

To Investor Limited Partner (as an investor limited partner as provided in Article XIII):

_____, LLC

Attention: _____

With a copy to:

Attention: _____

Section 16.04 Headings and References. The headings in this Lease are for convenience of reference only and shall not define or limit the provisions thereof. All references in this Lease to particular Articles or Sections are references to Articles or Sections of this Lease, unless otherwise indicated.

Section 16.05 Successors and Assigns. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.06 Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 16.07 Expenses. Lessee shall pay all costs and expenses of Lessor in connection with (i) the preparation, negotiation and execution of this Lease; (ii) the performance hereof; or (iii) the modification of this Lease or any documents or instruments related hereto, such costs and expenses to include the reasonable fees and expenses of Lessor's attorneys. In addition, in the event that Lessor shall be required to engage legal counsel for the enforcement of any of the terms of this Lease, whether or not such employment shall require institution of suit or other legal services required to secure compliance on the part of Lessee, Lessee shall be responsible for and shall promptly pay to Lessor the reasonable value of said attorneys' fees, and any other reasonable expenses incurred by Lessor as a result of such default.

Section 16.08 No Liability of Officers, Etc. No recourse under or upon any obligation, covenants or agreement contained in this Lease shall be had against any incorporator, members, director or officer, as such, past, present or future, of Lessor, either directly or through the Lessor. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by Lessee as a condition of and consideration for the execution of this Lease.

Section 16.09 No Liability of County, Officers, Etc. The County and City and the officers and agents of the County and City shall not in any event be liable for the performance of any obligation or agreement of any kind whatsoever herein, and none of the agreements or obligations of Lessor contained in this Lease or otherwise shall be construed to constitute an indebtedness of the County or City or the officers or agents of the County or City, within the meaning of any constitutional or statutory provision whatsoever.

Section 16.10 Limitation of Liability. Notwithstanding any other provision hereof, Lessor's liability hereunder shall be limited to its interest in the Leased Property and the payments to be made pursuant to this Lease, and Lessee shall not have any recourse against any other assets of Lessor.

Section 16.11 Interest. In addition to all other amounts payable under this Lease, Lessee shall also pay interest on any payment due hereunder that is not paid on the date such payment is due until paid at the interest rate, as it may vary from time to time, that the County would impose on a delinquent tax payment during the period such payment was due.

Section 16.12 Cost Benefit Analysis. Attached hereto as Exhibit C is the analysis of the costs and benefits of the payment-in-lieu of tax provisions of this Lease required by Tennessee Code Annotation § 7-53-305(b).

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the date and year first above written.

ECONOMIC AND HOUSING DEVELOPMENT
CORPORATION OF DICKSON COUNTY, TENNESSEE

ATTEST:

By: _____
Chairman

Secretary

CITY OF DICKSON, TENNESSEE

Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

City Attorney

841 COWAN ROAD LP,
a Tennessee limited partnership,

By: 841 COWAN ROAD GP, LLC,
a Tennessee limited liability company,
its General Partner,

By: _____
Nicholas Ogden, President

EXHIBIT A

Legal Description

EXHIBIT B

See Attached

EXHIBIT C

Cost-Benefit Analysis on State Form

See Attached

47707129.4

RESOLUTION #2025-59

A RESOLUTION IN SUPPORT OF THE TRANSFER OF RIGHT-OF-WAY OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR A PORTION OF STATE ROUTE 48 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO THE CITY OF DICKSON, TENNESSEE

WHEREAS, the portion of State Route 48 from West Broad Street to East Rickert Avenue in the City of Dickson, Tennessee, known locally as Main Street and West Broad Street, is under the ownership and jurisdiction of the Tennessee Department of Transportation; and

WHEREAS, the City of Dickson wishes to assume right-of-way ownership and maintenance responsibilities for this portion of State Route 48; and

WHEREAS, the City of Dickson believes local ownership of this portion of State Route 48 will provide several benefits including but not limited to:

- Enhanced responsiveness to local pedestrian and streetscape infrastructure needs and maintenance;
- Improved coordination with city planning and development initiatives, particularly with the Dickson City Center project;
- Greater flexibility in implementing traffic calming measures, parking strategies and special event coordination in support of the downtown revitalization program;
- Removal of the two-way to one-way conflict at West Walnut Street and State Route 48 by removing the State Route 48 segment between East Chestnut Street and West Walnut Street to support the development of the Dickson City Center; and
- Streamlined communication and project execution between city departments and stakeholders.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

SECTION 1. The Council of the City of Dickson, Tennessee, expresses its support and agrees to accept the transfer right-of-way ownership and maintenance responsibilities for the portion of State Route 48 described above and in the attached Exhibit A from the Tennessee Department of Transportation to the City of Dickson upon formal agreement from TDOT.

SECTION 2. The Mayor of the City of Dickson, Tennessee, is authorized to sign and execute all documents and instruments necessary to implement such transfer as described herein.

Approved and adopted this 4th day of August, 2025.

ATTEST:

Chris Norman, RECORDER

Don L. Weiss Jr., O.D., MAYOR

