

DECEMBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 City Council 7:00 PM	2 Housing Authority 12:00 PM Power Board 5:30 PM	3	4 Gas Authority 7:00 AM	5 Christmas In Downtown Dickson 5:00-9:00 pm	6
7	8 Water Authority 5:00 PM Airport Authority 6:00 PM	9 Finance & Mgt. Agenda Deadline 12:00 PM	10	11	12	13
14	15 Finance & Mgt. 6:00 PM	16 Christmas w/Mayors 5-7 PM @ CRHM BZA 6:00 pm Planning Commission 6:30 PM	17	18 Parks & Rec. Bd. 6:00 PM Community Access 7:00 PM	19	20
21	22	23	24 Christmas Eve City Offices Closed Sanitation Routes to be run Dec. 29	25 Christmas City Offices Closed Sanitation Routes to be run Dec. 30	26	27
28	29 Jan. 5 City Council Agenda Deadline 12:00 PM	30	31			
		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, Dec. 1, 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 Levine

Pledge of Allegiance Mayor Weiss

Beer Board

1. Application for a Class I (on-premises) beer permit for Logan's Roadhouse Enterprises LLC, 120 Chandler Drive (*change in ownership*)

Minutes

1. Nov. 3, 2025, City Council 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 #1576**: An Ordinance to amend the Occupational Safety and Health Program Plan for the City of Dickson, Tennessee (*appointing Cameron Smith as safety director*)

New Business

1. RESOLUTION #2025-48: A Resolution to approve and authorize the Mayor to sign Individual Project Order No. 118178029 with Kimley-Horn and Associates to provide and implement an updated signal timing plan at the intersection of Highway 46 and East Walnut Street/Highway 47 under the Master Agreement for Continuing Professional Services

2. RESOLUTION #2025-76: A Resolution to accept the donation of property by The Jackson Foundation for the site of a new fire station
3. RESOLUTION #2025-85: A Resolution accepting and authorizing the Mayor of the City of Dickson, Tennessee, to sign a lobbying representation agreement and letter of engagement with Anthony W. Daniels and Ross V. Smith for the 2026 Legislative Session
4. RESOLUTION #2025-86: A Resolution to approve and authorize the Mayor of the City of Dickson, Tennessee, to sign a contract with Safe Haven Baby Boxes, Inc. and Memoranda of Understanding with GFWC Dickson County Woman's Club and Dickson High Noon Rotary Club to provide, fund and operate a safe and secure location for the anonymous surrender of newborn infants
5. RESOLUTION #2025-87: A Resolution to ratify and confirm HEFB Resolution #2025-1 adopted by the Health and Educational Facilities Board of the City of Dickson, Tennessee, for the financing of a multifamily housing facility to be acquired and constructed by 841 Cowan Road, LP using not to exceed \$48,000,000 in revenue bonds to be issued by the board
6. RESOLUTION #2025-88: A Resolution to approve and authorize the Mayor to sign Task Order 24-12 with OHM, Inc. for additional land surveying services for a proposed City Center under On-Call Survey Contract #S-002
7. RESOLUTION #2025-89: A Resolution to approve and authorize the Mayor to sign a Construction Management at Risk Contract with Hoar Construction, LLC for the J. Dan Buckner Park Project Phase II
8. PURCHASE ORDER #110723 to Wavetronix for \$29,825.00 for radar traffic sensors for the intersection of Hwy. 70 West and Pond Road/West End Avenue
9. PURCHASE ORDER #110749 to Wavetronix for \$14,230.00 for radar traffic sensors for the intersection of Thornton Drive and Highway 46
10. 2026 meeting schedule review
11. Appointments
12. Schedule the Finance and Management Committee meeting for 6:00 pm Monday, Dec. 15, 2025, in the Council Chambers at Dickson City Hall (*agenda deadline noon Dec. 9, 2025*)
13. Announce the next City Council regular session for 7:00 pm Monday, Jan. 5, 2026 (*agenda deadline noon Dec. 30, 2025*)

Other Business

Communication from the Mayor

Adjournment

CITY OF DICKSON BEER PERMIT

APPLICATION

Date: 11 / 3 / 2025

I HEREBY MAKE APPLICATION FOR A PERMIT TO SELL, STORE, MANUFACTURE OR DISTRIBUTE BEER OR OTHER BEVERAGES AUTHORIZED TO BE SOLD, STORED, MANUFACTURED OR DISTRIBUTED UNDER THE PROVISIONS OF TENNESSEE CODE ANNOTATED 57-5-101, et seq., AND DICKSON MUNICIPAL CODE TITLE 8, CHAPTER 2 AND BASE MY APPLICATION UPON THE INFORMATION PROVIDED HEREIN.

Full name of applicant (owner): Logans Roadhouse Enterprises, LLC

Applicant is (check one):

Person ☐ Partnership ☐ Corporation ☐ LLC ☒
Syndicate ☐ Association ☐ Joint-Stock Co. ☐ Other ☐

Mailing address: c/o SSCP Management, Inc., 13355 Noel Road, Suite 1645

City/State/Zip: Dallas, TX 75240

Business Location: 130 Chandler Drive

City/State/Zip: Dickson, TN 37055

Manager (if applicant is a business): Kelly Allen Hilton

Address: 2027 Clara Mathis Rd

City/State/Zip: Spring Hill, Tn. 37174

Applicant Tel: 615-473-0812

Email: kahilton66@yahoo.com

Manager's:

Date of Birth: [REDACTED]

Social Security No. [REDACTED]

Driver's License No. [REDACTED]

Business License No. pending

Type of Permit Requested:

☒ Class I (on-premises only)
☐ Class II (off-premises only)
☐ Class III (on/off-premises)

☐ Class IV (private club)
☐ Class V (growlers only)

Person to receive annual privilege tax notices:

Name: Nelda Hernandez, Licensing Manager

Address: c/o SSCP Management, Inc., 13355 Noel Road, Suite 1645

City/State/Zip: Dallas, TX 75240

Tel: (832) 727-4176

Email: N.Hernandez@sscpmanagement.com

List all persons, firms, corporations, joint-stock companies, syndicates, partnerships or associations having at least a five percent (5%) ownership interest in the business (attach additional sheet, if needed) (see attached sheet)

Sunil Devji Dharod, President

Logans International, LLC is 100% member, and Sunil Dharod is President

Has the prospective permit holder or anyone having at least a five percent (5%) ownership interest, managers or employees of the business been convicted within the past ten (10) years of any felony involving misuse or abuse of alcohol or the illegal use of drugs, or any violation of the laws against possession, sale, manufacture for sale, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale, or possession with intent to manufacture, deliver, or sell any controlled substance that is listed in TCA § Title 39, Chapter 17, Part 2, schedules I through V, et seq., and/or any crime involving moral turpitude?

Yes _____ No ☒ (If yes, list specific charge, court and date convicted)

n/a

Has the prospective permit holder or anyone having at least a five percent (5%) ownership interest, managers or employees of the business been convicted within the past two (2) years of any misdemeanor involving the misuse or abuse of alcohol or the illegal use of drugs, including, but not limited to, driving under the influence or while impaired, public intoxication, as defined in TCA § 39-17-310, et seq., disorderly conduct when it involves the use of alcohol or the illegal use of drugs, and/or any violation of the laws against possession, sale, manufacture for sale, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale, or

possession with intent to manufacture, deliver, or sell any control substance that is listed in TCA Title 39, Chapter 17, Part 2, scheduled I through V, et seq., and/or any crime involving moral turpitude?

Yes _____ No ☒ (If yes, list specific charge, court and date convicted)

n/a

Has the prospective permit holder or anyone having at least a five percent (5%) ownership interest, managers or employees of the business been convicted within the past five (5) years of any two (2) or more misdemeanors involving misuse or abuse of alcohol or the illegal use of drugs, including, but not limited to, driving under the influence or while impaired, public intoxication, as defined in TCA § 39-17-310, et seq., disorderly conduct when it involves the use of alcohol or the illegal use of drugs, and/or any violation of the laws against possession, sale, manufacture for sale, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale, or possession with intent to manufacture, deliver, or sell any controlled substance that is listed in TCA Title 39, Chapter 17, Part 2, schedules I through V, et seq., and/or any crime involving moral turpitude?

Yes _____ No ☒ (If yes, list specific charge, court and date convicted)

n/a

Has the prospective permit holder or anyone having at least a five percent (5%) ownership interest had a beer permit revoked, suspended or denied in the State of Tennessee?

Yes _____ No ☒ (If yes, specify date, place and reason for revocation)

n/a

Is this application for a new location?

Yes _____ No ☒ (if no, provide name and mailing address of previous permit holder)

Logan's Roadhouse II, LLC, 19219 Katy Fwy, Suite 500, Houston, TX 77094-1053

Does applicant have any type of personal, family or business relationship or connection to the individual, business or corporation that previously or currently possesses a permit for this location?

Yes _____ No ☒ (If yes, please explain)

n/a

Does this business currently possess or will it apply for any license from the Tennessee ABC?

Possesses _____ Will apply for ☒

Liquor by the Drink ☒ Wine on Premises _____

Wine in Grocery Store _____ Other _____

Name, address and contact number for owner of property, if different from applicant.

ABAID, LLC, 15 Roundup Drive, Sedona, AZ 86336

Sunil Devji Dharod, President

Name, address, driver's license number, Social Security number and telephone number of any manager(s) other than applicant (use additional sheet, if needed). also see attached sheet

Name: Dennis Adams

Name: Zachary Cole

DL: [REDACTED]

DL: [REDACTED]

SSN: [REDACTED]

SSN: [REDACTED]

Address: 107 Marilyn Drive

Address: 1856 Park Street

City/State/Zip Dickson, TN 37055

City/State/Zip: White Bluff, TN 37187

Tel: (615) 293-9993

Tel: (615) 712-4142

Will the permit be used to operate two or more restaurants or other businesses under the same permit as permitted in TCA 57-5-103(a)(4) within the same building? If yes, list the names of each business within the same building and their primary use (use additional sheet, if needed).

no

Attachment to #492 Dickson Beer Permit Application

Additional Manager:

Wood Hunter

- [REDACTED]
- [REDACTED]
- 103 Mcfarland LN Apt. B, Dickson TN 37055
- [REDACTED]
- Phone- 615-337-2786

LOGANS ROADHOUSE ENTERPRISES, LLC (DE), 100% member (applicant)

FEIN: 39-4285287

FORMED: 09/09/2025

PHONE (832) 727-4176

Member Managed

Member: Logan's Roadhouse International, LLC, 100% Member

FEIN: 39-4312516

Manager, President for both above entities: Sunil Devji Dharod

Address for both LLCs: 13355 Noel Road, Suite 1645, Dallas, TX 75240

Does your company have a training policy for employees regarding the sale of beer to minors?

Yes ☒ No ☐

If no, do you plan to implement a training policy in the future?

Yes ☐ No ☐ N/A

Is this business certified under the Responsible Vendor program through the Tennessee Alcoholic Beverage Commission?

Yes ☒ No ☐

Has this business or any employee ever had a Responsible Vendor certificate revoked, suspended or canceled by the Tennessee Alcoholic Beverage Commission?

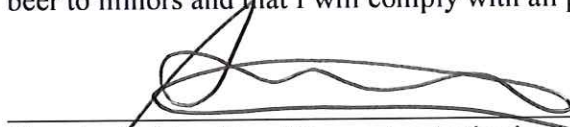
Yes ☐ No ☒ (if yes, identify person and reason)

By my signature, I hereby certify that I understand and agree to comply with all applicable laws, statutes, codes and rules if granted a permit and am aware of the following:

1. The applicant must hold a valid City of Dickson business license to obtain a beer permit. This permit shall be displayed in a prominent place in the establishment.
2. The applicant is required to provide documentation of the Tennessee Department of Revenue certificate of sales tax registration or proof of application for such to the City.
3. A non-refundable \$250 application fee must accompany this application payable to the City of Dickson.
4. A privilege tax of \$100 is imposed on the business effective January 1 and each successive January 1 payable to the City of Dickson. In the case of a new permit, the permit holder shall pay the tax on a prorated basis for each month remaining until the next tax payment date.
5. No person, firm, corporation, joint-stock company, syndicate, or association having at least a five percent (5%) ownership interest in the applicant has been convicted of any violation of the laws specified in this application within the past ten (10) years.
6. No beer will be sold except at places where such sale will not cause congestion of traffic or interference with schools, churches, or places of public gathering, or otherwise interfere with public health, safety and morals.
7. All sales will conform to the class of permit issued. Any desire to change the class of permit will require a new application.
8. No sale shall be made to minors. Permit holder accepts responsibility for any prohibited sales made by employees.

9. A permit holder shall be required to amend or supplement its application promptly if a change in circumstances affects the responses provided in its application.
10. The permit holder must return the permit to the City of Dickson within fifteen (15) days of termination of the business, change in ownership, relocation of the business or change of the business's name; provided, that notwithstanding the failure to return a beer permit, the permit shall expire on termination of the business, change of ownership, relocation of the business or change in the business's name.
11. The beer board shall have the power to revoke or suspend a beer permit when the holder thereof is guilty of making a false statement or misrepresentation in the application, for failure to pay the privilege tax in a timely manner or for any violation of law, statute or ordinance following a hearing.
12. Where a permit has been refused, the applicant shall not be allowed to apply again for a permit on the same premises until after the expiration of a twelve (12) month period.
13. I have read and am familiar with the provisions of Title 8 Chapter 2 of the City of Dickson Municipal Code entitled "Beer."

The signing of this application acknowledges that I am aware of the laws prohibiting the sale of beer to minors and that I will comply with all provisions and restrictions as outlined.

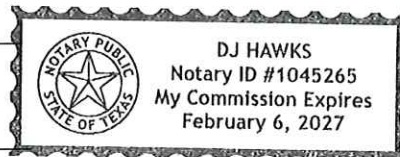

Signature of Applicant/Owner (or Authorized Corporate Officer)

Sunil Devji Dharod, ~~only 100% managing member~~ **PRESIDENT**

Sworn to and subscribed before me this 28 day of Oct 2025.


Notary Public

My Commission Expires: 2-6-27



Signature: _____

Date: 10/28/2025

Printed Name: Sunil Devji Dharod

Date of Birth: _____

Home Address: 6801 Rufford Court

City/State/Zip: Plano, TX 75024

Business Address: 13355 Noel Road, Suite 1645

City/State/Zip: Dallas, TX 75240

Phone: (832) 727-4176

City of Dickson

600 East Walnut Street
Dickson, Tennessee 37055
615-441-9508
Fax: 615-446-4806

Recorder Chris Norman
cnorman@cityofdickson.com

ORIGINAL MUST BE RETAINED BY THE CITY OF DICKSON
COPY MUST BE SUBMITTED TO THE TBI



City of Dickson Business Tax License

LOGANS ROADHOUSE #492 (DBA)
LOGANS ROADHOUSE ENTERPRISES LLC
C/O NELDA HERNANDEZ/SSCP MGMT INC
13355 NOEL RD, STE 1645
DALLAS, TX
75240

Date Issued: 11-03-2025
Business Tax Classification: 2
Tax Period: 01-01-2025 to 12-31-2025
Next Tax Due By:
Expiration: 05-15-2026
Location ID Number: 1001896046
License Number: 2026 46083
Local Tax Account #: 5661

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The certificate must be displayed publicly at the location for which it is issued.

To avoid penalty, interest and potential enforced collection action, business tax returns and payments must be remitted to the Tennessee Department of Revenue at least 30 days prior to the expiration date of this license. Further notification of expiration is not required by law— please note the expiration date above. Businesses ceasing operation must file a final business tax return and make full payment of business taxes due within 15 days of closure. (Not applicable to class 5 transient/special events/vendors.)

All tax returns and payments must be made to the Tennessee Department of Revenue. Electronic filing and payment is required for certain taxpayers and encouraged for all. Please visit www.TN.gov/Revenue for more information on business tax and filing requirements.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules, and regulations. Also, as required by Tenn. Code Ann. Section 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

City of Dickson Business Tax License

This certificate must be publicly displayed

LOGANS ROADHOUSE #492 (DBA)

130 CHANDLER DR

DICKSON, TN
37055



Date Issued: 11-03-2025
Business Tax Classification: 2
Tax Period: 01-01-2025 to 12-31-2025
Next Tax Due By:
Expiration: 05-15-2026
Location ID Number: 1001896046
License Number: 2026 46083
Local Tax Account #: 5661



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Certificate of Registration

October 22, 2025

LOGANS ROADHOUSE ENTERPRISES LLC
13355 NOEL RD STE 1645
DALLAS TX 75240-6835

Letter ID: L1542955456
Account ID: 1002713106-SLC
Account Type: Sales and Use Tax

The above named taxpayer has filed an application for sales and use tax registration for the place of business at the below referenced location address. The Tennessee Department of Revenue issued this Certificate of Registration in accordance with Tenn. Code Ann. §§ 67-6-601 and 67-6-602. The Certificate of Registration must be publicly displayed at the location address for which it is issued. The tax account number and location number on this certificate are used by the Department to identify your account and must be shown on all correspondence and reports. The certificate is not assignable and is valid only for the above referenced taxpayer and for transactions of business for this registration. **In accordance with Tenn Code Ann. § 67-6-607, it is a Class C misdemeanor for any person to misuse a Certificate of Registration for the purpose of obtaining taxable property without the payment of sales or use tax when it is due. Such wrongful use is grounds for the Commissioner to revoke the taxpayer's Certificate of Registration.**

Tax Returns

All sales and use tax returns must be filed and associated tax payments made electronically to the Department. Taxpayers may do this at <https://tntap.tn.gov/eservices/>. Taxpayers should file the sales and use tax return according to their filing frequency on the 20th day of the month following the reporting period. If your business opens after the 20th of the month, you may report sales made during the remaining days of the month with the next reporting period. In order to avoid penalty and interest charges, all returns must be filed and all associated tax payments must be made on or before the due date for the reporting period. Taxpayers should always file a return for their business, even if they do not make any sales during a reporting period.

Detach here and display in public area



Tennessee Department of Revenue
Certificate of Registration
Sales and Use Tax

LOGANS ROADHOUSE ENTERPRISES LLC
130 CHANDLER RD
DICKSON TN 37055-9014

Effective Date: November 1, 2025
Account No.: 1002713106-SLC
Location No.: 1001891515
Filing Status: Monthly

David Gerregano
Commissioner of Revenue

November 6, 2025

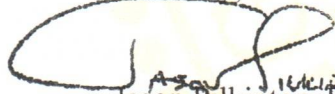
Christopher Schiller
Director of Operations
Logan's Roadhouse
1600 Broadway, Suite 340
Nashville TN 37203

Re: Zoning Letter for property at 130 Chandler Drive, Dickson TN (Map 129 Parcel 057.11)

Dear Mr. Schiller:

According to the most current Zoning Map for the City of Dickson, the property listed above is B-3 (Highway Commercial). This zoning allows for food and beverage service, automotive service and repair, automotive sales, general retail trade, general business services, and law, realty and medical professional services. To our knowledge there are no special permits, open permits or variances attached to this property or structure. There are no known fire reports for this property or structure. As of this letter, there are no known codes violations or complaints in this office for this property or structure. This property was improved over 5 years ago and we do not hold files over 5 years. There is no Certificate of Occupancy on file here at this office. A Certificate of Occupancy is not needed for a change of ownership. If you should have further questions, please contact me at 615-441-9505

Sincerely,



Jason Pilkinton, Director
City of Dickson
Planning and Zoning

CITY OF DICKSON

600 EAST WALNUT STREET
DICKSON, TENNESSEE 37055

www.cityofdickson.com

DON L. WEISS JR., O.D.
MAYOR

TEL: (615) 441-9508
FAX: (615) 446-4806

WAIVER AGREEMENT AND STATEMENT FOR CRIMINAL HISTORY CHECKS

This form must be completed and signed by every applicant for a beer permit from the City of Dickson to include every officer or each person who has at least a five (5) percent interest in said business for whom criminal history records are requested by the City of Dickson.

I hereby authorize the City of Dickson, Tennessee, to submit a set of fingerprints through the Tennessee Bureau of Investigation vendor and this form to the TBI for the purpose of accessing and reviewing Tennessee and national criminal history that may pertain to me directly from the Federal Bureau of Investigation (FBI). By signing this Waiver Agreement, it is my intent to authorize the dissemination of any national criminal history record that may pertain to me to the City of Dickson, with which I am applying for a beer permit.

I understand that, until the criminal history background check is completed, the City of Dickson Beer Board will not approve the issuance of a permit to sell beer. I further understand that, upon request, the City of Dickson will provide me with a copy of the criminal history background report, if any, that the City of Dickson receives on me and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I may obtain a prompt determination as to the validity of my challenge before the Beer Board makes a final decision on my application for a beer permit. I further understand that information reported in the criminal history background check can be grounds for refusal to approve a beer permit.

A national criminal history background check on me is being requested by:
City of Dickson, 600 East Walnut Street, Dickson, Tennessee 37055
for the purpose of applying for a beer permit.

I ☐ have **OR** ☒ have not been convicted of a crime (**check one**).

If convicted, describe the crime(s) and the particulars of the conviction(s):

n/a

I am currently applying for a permit to sell beer within the City of Dickson in compliance with all requirements of the Dickson Municipal Code. This form is to be completed by each officer or person with a five (5) percent or more interest in the applying business.



Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289



David B. Rausch
Director

10/27/2025

VICKI SCHMIDT
330 COMMERCE STREET, SUITE 110
NASHVILLE TN 37201

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW. NOTE: All aliases submitted have been searched.

SUNIL DEVJI DHAROD

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994



Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289



David B. Rausch
Director

10/27/2025

VICKI SCHMIDT
330 COMMERCE STREET, SUITE 110
NASHVILLE TN 37201

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW. NOTE: All aliases submitted have been searched.

KELLY HILTON

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994



DICKSON POLICE DEPARTMENT

Seth Lyles, Chief of Police

slyles@cityofdickson.com

MEMO

TO: Mayor Weiss 
FROM: Seth Lyles, Chief of Police
DATE: November 03, 2025
Re: Background Check

I have conducted a local background check on the following individuals with no previous record.

Sunil Dharod	DOB:	
Kelly Allen Hilton	DOB:	
Dennis Adams	DL:	
Zachary Cole	DL:	
Hunter Wood	DOB:	

 **Texas** USA
DRIVER LICENSE
Director: *Steven C. McRae*


4d. DL: [REDACTED] 9. Class: **C**
3. DOB: [REDACTED] 4b. Exp: **11/12/2031**
4a. Iss: **06/15/2022**

1. **DHAROD**
2. **SUNIL DEVJI**
8. **6801 RUFFORD CT.
PLANO, TX 75024**

12. Rest: **NONE** 9a. End: **NONE**
16. Hgt: **5'-07"** 15. Sex: **M** 18. Eyes: **BLK**
5. DD: [REDACTED]




Logan's ROADHOUSE

REAL WOOD *means* REAL FLAVOR.

NOBODY DOES MESQUITE WOOD-GRILLED PERFECTION LIKE WE DO. OUR BUTCHER-SELECTED BEEF IS ALWAYS GRILLED OVER AN OPEN FLAME WITH REAL MESQUITE WOOD, FOR A DISTINCTLY BOLD AND SMOKY FLAVOR — NO EXCEPTIONS. WE SOAK EACH SEASONED, HAND-PICKED WOOD BUNDLE OVERNIGHT TO BURN HOTTER AND LONGER, BECAUSE PUTTING FIRE FIRST IS HOW WE BRING THE TASTE OF THE AMERICAN ROADHOUSE TO LIFE WITH EVERY BITE.

STARTERS

BEER-BATTERED ONION RINGS

Hand-battered in house-made Miller Lite® batter & served with ranch. 7.99 (1410 cal.)

SPIN DIP

Served hot with tortilla chips. 11.99 (930 cal.)

AMPED UP SHRIMP

Popcorn shrimp tossed in sweet & spicy sauce, served over lettuce with green onions. 13.49 (1120 cal.)

MADE WITH
CHOLULA
SAUCE

ROADHOUSE 'SHROOMS

Hand-battered fresh mushrooms with rockin' horseradish sauce. 8.49 (510 cal.)

MOZZARELLA STICKS

Served with marinara sauce. 8.49 (800 cal.)

HAND-BREADED PICKLES

Served with Roadhouse Ranch. 7.29 (460 cal.)

MESQUITE SMOKIN' WINGS

Grilled over real mesquite wood & smothered with your choice of Teriyaki, Buffalo, Chipotle or BBQ sauce.

SUB FRIED WINGS 13.99 (950-1350 cal.)

QUESO & CHIPS

Served with tortilla chips & fresh pico de gallo. 9.99 (890 cal.)

MADE-FROM-SCRATCH LOADED POTATO SKINS

Melted cheddar cheese, bacon bits & green onions served with sour cream. 9.99 (1490 cal.)



MESQUITE WOOD-GRILLED STEAKS

SERVED WITH YOUR CHOICE OF TWO SIDES.

BUTCHER
SELECTED ★ CUTS



RICH & FULL-FLAVORED
IMPRESSIVE MARBLING



TWO STEAKS IN ONE —
STRIP & FILET



THE MOST TENDER OF
ALL THE STEAKS



TENDER, LEAN &
FULL OF FLAVOR



LIGHTLY MARBLED,
RICH IN FLAVOR

★ STEAK TOPPERS

+1.49

BARBICUE BUTTER (140 cal.)
BREWERS' ONIONS* (40 cal.)
CRISPY ONIONS (120 cal.)

+2.49

CREAMY SPINACH SAUCE (120 cal.)
SAUTÉED MUSHROOMS (60 cal.)

THE LOGAN®

Our signature USDA 11 oz. Sirloin.
19.49 (605 cal.)

CENTER-CUT TOP SIRLOIN*

Tender & juicy, USDA Sirloin.
8 OZ. 14.49 (330 cal.) 8 OZ. 16.49 (440 cal.)

FILET MIGNON*

Our 7 oz. USDA Filet is hand-cut
from the tenderloin.
29.99 (300 cal.)

28 OZ. PORTERHOUSE*

This USDA Choice steak is the king of
the T-bones. 34.99 (790 cal.)

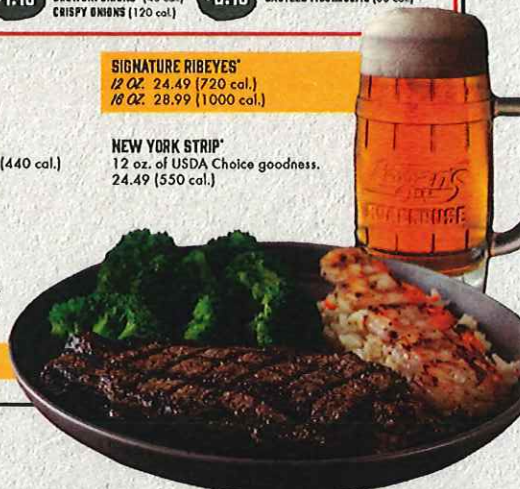
New York Strip &
Grilled Shrimp Combo

SIGNATURE RIBEYES*

12 OZ. 24.49 (720 cal.)
16 OZ. 28.99 (1000 cal.)

NEW YORK STRIP*

12 oz. of USDA Choice goodness.
24.49 (550 cal.)



★★★★★ FROM the DOCK ★★★★★

SERVED WITH YOUR CHOICE OF TWO SIDES.

MESQUITE WOOD-GRILLED SALMON

8 oz. hand-cut salmon fillet served over Roadhouse Rice
with garlic butter. 19.99 (765 cal.)

CRISPY CRAB CAKES

Three lightly fried crab cakes served over crispy onions with
a side of creamy Cajun sauce. 17.99 (950 cal.)

COASTAL CAROLINA SHRIMP

Fifteen mesquite wood-grilled or hand-battered fried shrimp.
17.99 (630-810 cal.)

GO FOR THE COMBO! 10 grilled & 10 fried shrimp
19.99 (780 cal.)

BEER-BATTERED FISH

Tender, flaky cod hand-battered in house-made
Miller Light® batter. 16.49 (1120 cal.)

SURF & TURF TRIO*

6 oz. Sirloin, two Crispy Crab Cakes, skewer of
mesquite-grilled shrimp over Roadhouse Rice
with creamy Cajun sauce. 28.99 (1630 cal.)

UPGRADE TO AN 8 OZ. SIRLOIN FOR \$3
(1740 cal.)

COCONUT SHRIMP DINNER

Fifteen savory coconut shrimp served with a
sweet & tangy sauce. 18.99 (900 cal.)

SHRIMP STACKED SALMON

Lightly blackened 8 oz. salmon fillet served over
mashed potatoes, topped with a creamy spinach
sauce & mesquite-grilled shrimp. 23.99 (670 cal.)



CHICKEN

SERVED WITH YOUR CHOICE OF TWO SIDES.

TERIYAKI-GLAZED CHICKEN

Mesquite-grilled chicken breast brushed with teriyaki glaze. Served over Roadhouse Rice with grilled pineapple.
14.99 (620 cal.)

COUNTRY-STYLE BUTTERMILK CHICKEN

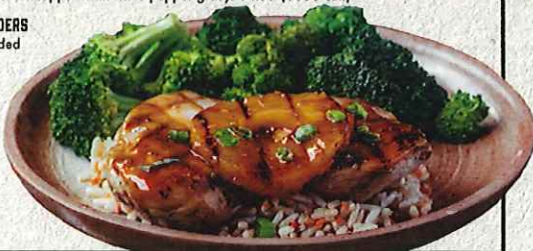
Hand-battered chicken breast fried & topped with white pepper gravy. 14.99 (1060 cal.)

HAND-BREADED CHICKEN TENDERS

Marinated in buttermilk & breaded
in our seasoned flour blend.
Choice of dipplin' sauce.
13.99 (930 cal.)

LOGAN'S WOOD-GRILLED CHICKEN

Mesquite-grilled chicken
breast smothered with
Parrmesan Peppercorn sauce
& served over Roadhouse Rice.
13.99 (820 cal.)



CREATE YOUR OWN ROADHOUSE COMBO

ADD THE FOLLOWING TO ANY ENTRÉE:

GRILLED OR FRIED SHRIMP	6.99	(350-440 cal.)
COCONUT SHRIMP	7.49	(430 cal.)
FALL-OFF-THE-BONE RIBS	7.99	(450 cal.)
WOOD-GRILLED CHICKEN	6.99	(630 cal.)
CRISPY CRAB CAKES (2)	7.99	(825 cal.)
WOOD-GRILLED SALMON	9.99	(635 cal.)

ROADHOUSE

★★★★ CLASSICS ★★★★★

MESQUITE-GRILLED PORK CHOPS

Two juicy, 6 oz. pork chops. 15.99 (930 cal.)

CHOPPED STEAK*

Served over mashed potatoes with brown gravy, Brewski Onions* & sautéed mushrooms. 13.99 (830 cal.)

COUNTRY FRIED STEAK

Made in-house & topped with white pepper gravy. 14.99 (920 cal.)

GRILLED MEATLOAF

Covered in brown gravy, Brewski Onions* & sautéed mushrooms, served over mashed potatoes. 15.99 (1200 cal.)

SERVED WITH YOUR CHOICE OF TWO SIDES.

FALL-OFF-THE-BONE RIBS

One pound of our signature ribs. Slow-cooked in-house for maximum flavor. 22.99 (1800 cal.)

RIBS & TENDERS COMBO

Our famous ribs & hand-breaded chicken tenders. 19.99 (1140 cal.)



ALL NEW PASTAS + BOWLS

SERVED WITH A CHEESY GARLIC ROLL.
ADD A HOUSE SALAD, CAESAR SALAD OR BOWL OF SOUP FOR +2.49

LOGAN'S STEAK ALFREDO

Tender steak, Alfredo sauce, brown gravy, sautéed mushrooms & penne pasta topped with parmesan, crispy onions & green onions. 17.99 (1680 cal.)

CHICKEN PARMESAN

Hand-breaded chicken topped with marinara, melted mozzarella cheese & fresh basil over penne pasta. 15.99 (1850 cal.)

LEMON HERB CHICKEN BOWL

Lemon herb seasoned chicken breast over cheesy parmesan rice with broccoli, topped with garlic butter. 14.49 (1085 cal.)

CAJUN CHICKEN & SAUSAGE ALFREDO

Blackened chicken & sausage tossed with Alfredo sauce & penne pasta. Topped with parmesan cheese & green onions. 17.99 (1690 cal.)



SIDES

Fries (285 cal.)

Roadhouse Rice (220 cal.)

Green Beans (30 cal.)

Baked Potato (290-380 cal.)

Steamed Broccoli (240 cal.)

Corn (100 cal.)

Garden Salad (160-440 cal.)

Caesar Salad (160-440 cal.)

Sweet Potato (290-430 cal.)

Mashed Potatoes (250 cal.)

PREMIUM SIDES +1.49

Cinnamon Apples (240 cal.)

Cheesy Parmesan Rice (240 cal.)

Mac & Cheese (290 cal.)

Loaded Baked Potato (530 cal.)

Loaded Sweet Potato (1000 cal.)

Loaded Mashed Potatoes (560 cal.)

Soup of the Day

★ DESSERTS ★

SATISFY YOUR SWEET TOOTH

BIG OLE CHEESECAKE

Classic New York-style on a graham cracker crumb crust with strawberries & whipped cream. 7.99 (945 cal.)

NANA'S BANANA PUDDING

Nilla wafers, banana pudding, bananas, whipped topping & caramel. 7.99 (1870 cal.)

MISSISSIPPI BROWNIE

Warm, house-made brownie topped with marshmallows, vanilla ice cream, chocolate & caramel sauce. 7.99 (1660 cal.)



★ NON-ALCOHOLIC BEVERAGES ★

HAND-SHAKEN TEAS & LEMONADES 3.99 (90-260 cal.)

STRAWBERRY, PEACH, RASPBERRY, MANGO. REFILLS 99 CENTS

SOFT DRINKS, COFFEE & FRESHLY BREWED ICED TEA 3.29 (0-220 cal.)



RED BULL 5.49 (10-110 cal.)

Choose from Energy Drink, Sugarfree or Red Edition (Watermelon).

*Coca-Cola, Diet Coke, Sprite, Pepsi, Minute Maid and Dasani are registered trademarks of The Coca-Cola Company. Dr Pepper is a registered trademark of Dr Pepper/Seven Up, Inc.

BURGERS + SANDWICHES

SERVED WITH FRIES.*

MAKE ANY BURGER A DOUBLE! +3.49

ALL AMERICAN CHEESEBURGER*

Swiss, American or cheddar cheese with lettuce, tomato, onions & pickles. 12.49 (650-740 cal.)

ROADHOUSE DELUXE BURGER*

Bacon, house-made BBQ sauce, shredded cheddar cheese, Brewski Onions*, sautéed mushrooms, lettuce, tomato, onions & pickles. 13.49 (920 cal.)

'SHROOM & SWISS BURGER*

Melted Swiss cheese, sautéed mushrooms, crispy onions & Parmesan Peppercorn sauce. 13.49 (860 cal.)

ORIGINAL ROADIES*

Three mini steakhouse burgers, American cheese & pickles on our famous rolls. 11.49 (970 cal.) MAKE 'EM DOUBLES +2.99

PEPPERCORN BACON CHICKEN SANDWICH

Grilled chicken breast smothered in Parmesan Peppercorn sauce. Topped with American cheese, bacon, lettuce, tomato, onions & pickles. 13.49 (715 cal.)

*Substitute a different side for a little extra.

★★ SOUPS + SALADS ★★

SOUP OF THE DAY 4.49

ROADHOUSE STEAK COBB*

Mixed greens, bacon, avocado, tomatoes, hard-boiled egg & croutons, topped with mesquite wood-grilled Sirloin. 15.99 (750-1310 cal.)
SUB GRILLED OR FRIED CHICKEN 14.99 (570-1310 cal.)

LOGAN'S KICKIN' CHICKIN'

Romaine lettuce, tomatoes, cheddar cheese, roasted corn & black bean salsa and tortilla strips, topped with blackened chicken. Tossed in our house-made Roadhouse Ranch dressing. 13.49 (770 cal.)

MESQUITE-GRILLED CHICKEN

Mesquite-grilled chicken smothered with Parmesan Peppercorn sauce, served over mixed greens, tomatoes, cheddar cheese, onions, cucumbers, hard-boiled egg & croutons. 12.99 (820-1380 cal.) SUB FRIED CHICKEN (800-1360 cal.)

ANYTHING & EVERYTHING

Mesquite wood-grilled chicken served over romaine lettuce, bacon, walnuts, cranberries, blue cheese crumbles, tomatoes & hard-boiled egg. 12.99 (680-1240 cal.)

MESQUITE-GRILLED SALMON CAESAR

Mesquite-grilled salmon fillet served over romaine lettuce tossed in Caesar dressing. 14.99 (760 cal.) SUB GRILLED CHICKEN 12.99 (580 cal.)

DRESSINGS (30-560 cal.)

House-made Ranch • Roadhouse Ranch • House-made Blue Cheese • Parmesan Peppercorn Caesar • Italian • Honey Mustard • Balsamic Vinaigrette • French • Thousand Island



LOGAN'S FAMOUS ROLLS

All meals come with our famous, made-from-scratch rolls. Freshly baked every day by your server! Straight from our oven to your table.

MINUTES

Dickson City Council

7:00 pm Nov. 3, 2025

Council Chambers at Dickson City Hall

The Council of the City of Dickson, Tennessee, met the third day of November, 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 7:00 pm.

<u>Roll Call</u>	<u>Present</u>	<u>Absent</u>
------------------	----------------	---------------

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, Police Chief Seth Lyles, Recorder Chris Norman, Planning and Zoning Director Jason Pilkinton, Senior Activity Center Director Joan Rial, Public Works Director Bret Stock, Court Clerk Gina Swaner, Assistant Police Chief Todd Christian, Assistant Public Works Director Cooper Morris, Assistant Fire Chief Kane Sesler, Judge Stan Reynolds, Capt. Eric Chandler, Public Works Office Coordinator Jessi Starkey, Stormwater Coordinator Cameron Smith, Dickson Electric System General Manager Darrell Gillespie, Kevin Smith of Benefits, Inc. and others as indicated on the sign-in sheet.

Invocation

Councilperson Reynolds presented the invocation.

Pledge of Allegiance

Mayor Weiss led the Pledge of Allegiance

Minutes

1. Oct. 6, 2025, City Council and Beer Board regular session minutes

No discussion.

Motion to approve: Councilperson Outlaw

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 5-0-0

Public Comments

1. None

Old Business

1. **Second Reading of 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**

No discussion.

Motion to approve: Councilperson Sanders

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 (4 th)	X			

Motion passed 3-2-0

2. **Second Reading of 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**

No discussion.

Motion to approve: Councilperson Reynolds

Second: Councilperson Sanders

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 5-0-0

3. Second reading of 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

No discussion.

Motion to approve: Councilperson Reynolds

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 5-0-0

4. Second reading of ORDINANCE #1575: An Ordinance to rezone property on Cowan Road and Miller Street (Map 110, Parcel 048.00) from B-3 (highway commercial) to R-2 (medium-density residential) and to repeal any ordinance of part of an ordinance in conflict herewith

No discussion.

Motion to approve: Councilperson Reynolds

Second: Councilperson Sanders

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 5-0-0

New Business

1. Administer Oath of Office to Stan Reynolds as Municipal Judge

City Attorney Jerry Smith administered the oath of office to Municipal Court Judge Stan Reynolds, who was reappointed at the Oct. 6, 2025, meeting.

2. RESOLUTION #2025-82: A Resolution to approve and accept providers for employee group health, dental, vision, life and long-term disability insurance benefits for the year beginning Jan. 1, 2026

Kevin Smith of Benefits, Inc. presented revised proposals for employee insurance plans effective Jan. 1, 2026, and recommended the city remain with Cigna for health, Blue Cross/Blue Shield of Tennessee for vision and dental, and Mutual of Omaha for term life and long-term disability. Mr. Smith said Mayor Weiss and Administrator Travis recommended increasing the supplements for employees with spouse, dependent or family health insurance coverage to partially mitigate the premium increases.

Motion to approve: Councilperson Levine

Second: Councilperson Outlaw

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 4-0-1

3. First reading of ORDINANCE #1576: An Ordinance to amend the Occupational Safety and Health Program Plan for the City of Dickson, Tennessee

Administrator Travis said the amendment is to name Cameron Smith as the new director for the Occupational Safety and Health Program Plan.

Motion to approve: Councilperson Reynolds

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 5-0-0

4. RESOLUTION #2025-46: A Resolution to approve and authorize the mayor to sign a Construction Manager at Risk Contract with Solomon Builders, Inc. for the aquatic/recreation center project at Henslee Park

Administrator Travis said under a CMAR the contractor is involved in finalizing design and providing a cost that should save money by reducing change orders and the administration is recommending Solomon Builders.

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 5-0-0

5. RESOLUTION #2025-47: A Resolution to approve and authorize the Mayor to sign a Construction Manager at Risk Contract with Hoar Construction, LLC for the Dickson City Center project

Administrator Travis said the CMAR arrangement is the same as the previously approved with the administration recommending Hoar Construction for the City Center project.

Motion to approve: Councilperson Reynolds

Second: Councilperson Outlaw

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 5-0-0

6. RESOLUTION #2025-74: A Resolution to approve and authorize the Mayor to sign an Agreement for Services with First Due Holdings, Inc. to provide the Dickson Fire Department access to software for Incident Reporting, Personnel Management, CAD Integration, Training and other services

Administrator Travis said the current provider for the fire department is ceasing the service Jan. 1, 2026, and the department is recommending the package from First Due.

Motion to approve: Councilperson Outlaw

Second: Councilperson Sanders

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 5-0-0

7. RESOLUTION #2025-75: A Resolution to approve and authorize the Mayor to sign a contract with the Tennessee Department of Disability and Aging for a grant for the City of Dickson Senior Activity Center

Administrator Travis said the Senior Activity Center has previously received this grant and plans to use the \$23,000 to purchase equipment.

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 5-0-0

8. RESOLUTION #2025-77: A Resolution to approve and authorize the Mayor to sign a proposal from Dickson Restoration, LLC for water damage remediation at the War Memorial Building

Administrator Travis said roof leaks caused some interior damage at the War Memorial Building and this project will address those issues.

Motion to approve: Councilperson Perkins

Second: Councilperson Sanders

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 5-0-0

9. RESOLUTION #2025-78: A Resolution to approve and authorize the Mayor to sign a proposal from United Structural Systems for encapsulation of the crawlspace at the War Memorial Building

Administrator Travis said encapsulating the crawlspace at the War Memorial Building should help mitigate future damage from moisture.

Motion to approve: Councilperson Reynolds

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			
<i>Motion passed 5-0-0</i>				

10. RESOLUTION #2025-79: A Resolution to approve and authorize the Mayor to sign a proposal from Batson and Phillips Inc. to replace the HVAC system at the War Memorial Building

Administrator Travis said the HVAC system is outdated and inefficient leading to a proposal to replace it under option 2.

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 5-0-0</i>				

11. RESOLUTION #2025-80: A Resolution to approve and authorize the Mayor to sign Individual Project Order 007.3 with Kimley-Horn and Associates to provide Landscape Architecture and Site Electrical Plans for a proposed City Center under the Master Agreement for Continuing Professional Services

No discussion.

Motion to approve: Councilperson Levine

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 (4 th)	X	

Motion passed 5-0-0

12. RESOLUTION #2025-81: A Resolution to approve and authorize the Mayor to sign Individual Project Order 013.3 with Kimley-Horn and Associates to provide Landscape Architecture and Site Electrical Plans for a proposed aquatic/recreation under the Master Agreement for Continuing Professional Services

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 5-0-0

13. RESOLUTION #2025-83: A Resolution to approve and authorize the Mayor to sign a Proposal with ECS Southeast, LLC to provide Subsurface Exploration and Geotechnical Engineering Services for the reconstruction of a section of Beasley Drive under the Professional Services Agreement

Administrator Travis said there are some issues related to underground water flow under parts of Beasley Drive and ECS will core drill to determine their extent to help form a remediation plan.

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 5-0-0

14. Curtis Brown, 924 Hickory Pointe, request to address council regarding the speed limit on Highway 48

Mr. Brown addressed the council with concerns over its decision to lower the speed limit to 30 miles per hour to the city limits on Highway 48 South. Brown said the new speed limit is too slow and causing drivers to pass in no passing zones. There was no further discussion.

15. Appointments

Mayor Weiss nominated Councilperson Stacey Levine (3rd Ward) for re-appointment to the Parks and Recreation Advisory Board.

Motion to approve: Councilperson Reynolds

Second: Councilperson Outlaw

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 4-0-1

16. Schedule the Finance and Management Committee meeting for 6:00 pm Monday, Nov. 17, 2025, in the Council Chambers at Dickson City Hall

Mayor Weiss scheduled the Finance and Management Committee meeting for Nov. 17. It was subsequently canceled.

17. Announce the next City Council regular session for 7:00 pm Monday, Dec. 1, 2025

Mayor Weiss announced the next regular session of the City Council will be 7:00 pm Monday, Dec. 1, 2025 with an agenda deadline noon Nov. 24, 2025.

Other Business

1. Mayor Weiss said a Memorandum of Understanding between the Dickson Police Department and Tennessee Bureau of Investigation was submitted after the agenda deadline but needs a timely approval. He asked the Council to suspend the rules to consider a resolution.

Motion to suspend the rules: Councilperson Perkins

Second: Councilperson Sanders

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 5-0-0

2. RESOLUTION #2025-84: A Resolution to approve and authorize the Mayor to sign a Memorandum of Understanding between the Tennessee Bureau of Investigation and the Dickson Police Department designating officers as members of the TBI's Narcotics Investigative Division

Administrator Travis said the MOU will allow the police chief to assign officers to work on the TBI's Narcotics Investigative Unit.

Motion to approve: Councilperson Reynolds

Second: Councilperson Outlaw

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 5-0-0

Communication from the Mayor

1. None

Adjournment

With no other business to come before the council, Mayor Weiss adjourned the meeting at 7:39 pm without objection.

ATTEST:

Chris Norman, RECORDER

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

ORDINANCE #1576

**AN ORDINANCE TO AMEND THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE CITY OF DICKSON, TENNESSEE**

WHEREAS, by Ordinance #393 approved Jan. 7, 1974, the Council of the City of Dickson, Tennessee, established an Occupational Safety and Health Program Plan, and

WHEREAS, said Occupational Safety and Health Program Plan was amended in Ordinance #1076 in November 2000, Ordinance #1118 in May 2002, Ordinance #1290 in November 2010, updated in Ordinance #1417 in 2018 and amended in Ordinance #1543 in July 2019; and

WHEREAS, the City desires to amend the Occupational Safety and Health Program Plan to designate a new Safety Director to oversee the implementation and enforcement of the plan,

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

SECTION 1. Title 4 Personnel, Chapter 3 Occupational Safety and Health Program, Section 4-306 Administration is amended to designate Cameron Smith as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop and administer the Program Plan.

SECTION 2. This Ordinance shall take effect immediately upon passage on second and final reading, the public welfare requiring same.

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

ATTEST:

Chris Norman, RECORDER

First Reading: Nov. 3, 2025

Second Reading: Dec. 1, 2025

RESOLUTION #2025-48

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR OF THE CITY OF DICKSON, TENNESSEE, TO SIGN INDIVIDUAL PROJECT ORDER NO. 118178029 WITH KIMLEY-HORN AND ASSOCIATES TO PROVIDE AND IMPLEMENT AN UPDATED SIGNAL TIMING PLAN AT THE INTERSECTION OF HIGHWAY 46 AND EAST WALNUT STREET/HIGHWAY 47 UNDER THE MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES

WHEREAS, the Council for the City of Dickson, Tennessee, wishes to review and, if necessary, adjust the timing of the traffic signals at the heavily traveled intersection of Highway 46 with East Walnut Street and Highway 47 to best accommodate the flow of traffic; and

WHEREAS, the City of Dickson, Tennessee, entered into a Master Agreement for Continuing Professional Services with Kimley-Horn and Associates dated April 17, 2023; and

WHEREAS, Kimley-Horn and Associates has submitted Individual Project Order No. 118178029 to prepare and implement an updated signal timing plan attached as an exhibit hereto.

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

SECTION 1. Individual Project Order No. 118178029 under the Master Agreement for Continuing Professional Services with Kimley-Horn and Associates attached hereto is accepted and approved.

SECTION 2. The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute said Individual Project Order and any and all documents and instruments necessary for its implementation.

SECTION 3. Payment of eight thousand, two hundred dollars (\$8,200) for the services described therein is authorized subject to the terms and conditions contained in the Individual Project Order and the Master Agreement for Continuing Professional Services.

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

Approved and adopted this 1st day of December, 2025.

ATTEST:

Chris Norman, RECORDER

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

INDIVIDUAL PROJECT ORDER NUMBER 118178029

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Dickson, Tennessee (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2023, which is incorporated herein by reference.

Identification of Project:

Project Name: Walnut Street at Mathis Drive Signal Timing Services
Kimley-Horn Project Manager: Carter Schmidt

Specific Scope of Services:

We understand that the Client desires for Kimley-Horn and Associates, Inc. to provide an updated signal timing plan at the intersection of Walnut Street (SR 47) at Mathis Drive (SR 46). We will collect a turning movement count (TMC) at the referenced signalized intersection via our traffic data collection subconsultant. The TMC will be captured for 10AM – 2PM on a typical weekday. Additionally, a weekday field visit will be performed by our staff to understand current traffic flows, congestion, queueing, and delay being experienced at the intersection. Kimley-Horn will adjust the weekday mid-day (MD) timing plan based upon the TMC collected in Task 1. An existing Synchro model will be used to select an updated split / offset for the existing MD timing plan. Kimley-Horn will transfer the updated timing data into the City's central signal software (KITS). Kimley-Horn will coordinate with City staff and our KITS software team to download the signal timing data into the field controller. Kimley-Horn staff will conduct field observations of the signalized intersection. The MD coordinated timings will be verified and fine-tuned in the field. Progression, as well as split times, may be adjusted based on this observation. During field implementation, any needed adjustments recognized will be made that day in the field. These adjustments will be documented so that City staff has an understanding of the edits made in the field and will also be uploaded to KITS.

Schedule:

Once given notice to proceed via a signed copy of this IPO, Kimley-Horn will complete the services described above based upon a mutually agreed upon schedule.

Terms of compensation:

Kimley-Horn will perform the services described above for the total lump sum labor fee of \$8,200.

ACCEPTED:

CITY OF DICKSON, TENNESSEE

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED:  _____

PRINTED NAME: _____

PRINTED NAME: Christopher D. Rhodes

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: November 10, 2025

RESOLUTION #2025-76

A RESOLUTION TO ACCEPT THE DONATION OF PROPERTY BY THE JACKSON FOUNDATION FOR THE SITE OF A NEW FIRE STATION

WHEREAS, The Jackson Foundation is a non-profit organization in Dickson, Tennessee, with a mission of providing assistance to various organizations through grants and other assistance; and

WHEREAS, The Jackson Foundation owns certain property encompassed by Highway 46 South, Marshall Stuart Drive, Printwood Drive and East Grab Creek Road in Dickson, Tennessee; and

WHEREAS, the City of Dickson is considering construction of a new Dickson Fire Department station with a training facility to replace the current Station #2 on Pringle Drive; and

WHEREAS, the administration and Board of Directors of The Jackson Foundation has offered to donate approximately seven and twenty-eight hundredths (7.28) acres of property on Marshall Stuart Drive to the City of Dickson for the specific purpose of providing a location for a new fire station and training center as stated in the letter of intent attached hereto, said property being more fully defined in the survey and property descriptions attached as exhibits hereto; and

WHEREAS, the donation of property shall include certain covenants that shall be included in the documents for the transfer of the deed for said property; and

WHEREAS, the City of Dickson will be responsible for all costs related to the transfer of title, including, but not limited to, survey and appraisal of the property, title search, preparation of closing documents and filing with the Register of Deeds office for Dickson County.

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

SECTION 1. The City of Dickson, Tennessee, graciously accepts the donation of the property described in the exhibits attached hereto by The Jackson Foundation and agrees to the covenants contained therewith.

SECTION 2. The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute any and all documents and instruments necessary to accept the donation and effect the transfer of ownership.

SECTION 3. The City of Dickson agrees to be responsible for all costs related to the transfer of title, including, but not limited to, survey and appraisal of the property, title search, preparation of closing documents and filing with the Register of Deeds office for Dickson County.

SECTION 4. The City of Dickson consents to such valuation of the donated property as established in the appraisal by David W. George attached as an exhibit hereto.

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

Approved and adopted this 1st day of December, 2025.

ATTEST:

Chris Norman, RECORDER

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



THE JACKSON FOUNDATION

November 20, 2025

Mayor Don L. Weiss Jr.
City of Dickson
600 East Walnut Street
Dickson, Tennessee 37055

Re: Property donation

Dear Mayor Weiss:

This letter confirms The Jackson Foundation's intent to donate portions of two parcels of property to the City of Dickson for the purpose of locating a new fire station and training center to serve the citizens.

The Jackson Foundation proposes to donate approximately 7.28 acres of land south of Marshall Stuart Drive, identified as portions of Map 120, Parcels 004.02 and 004.03, more fully described in the attached survey and property descriptions prepared by OHM.

The proposed donation would divide the existing parcels with the new southern property line essentially following an existing creek and the property to the south of the new boundary remaining in the possession of The Jackson Foundation.

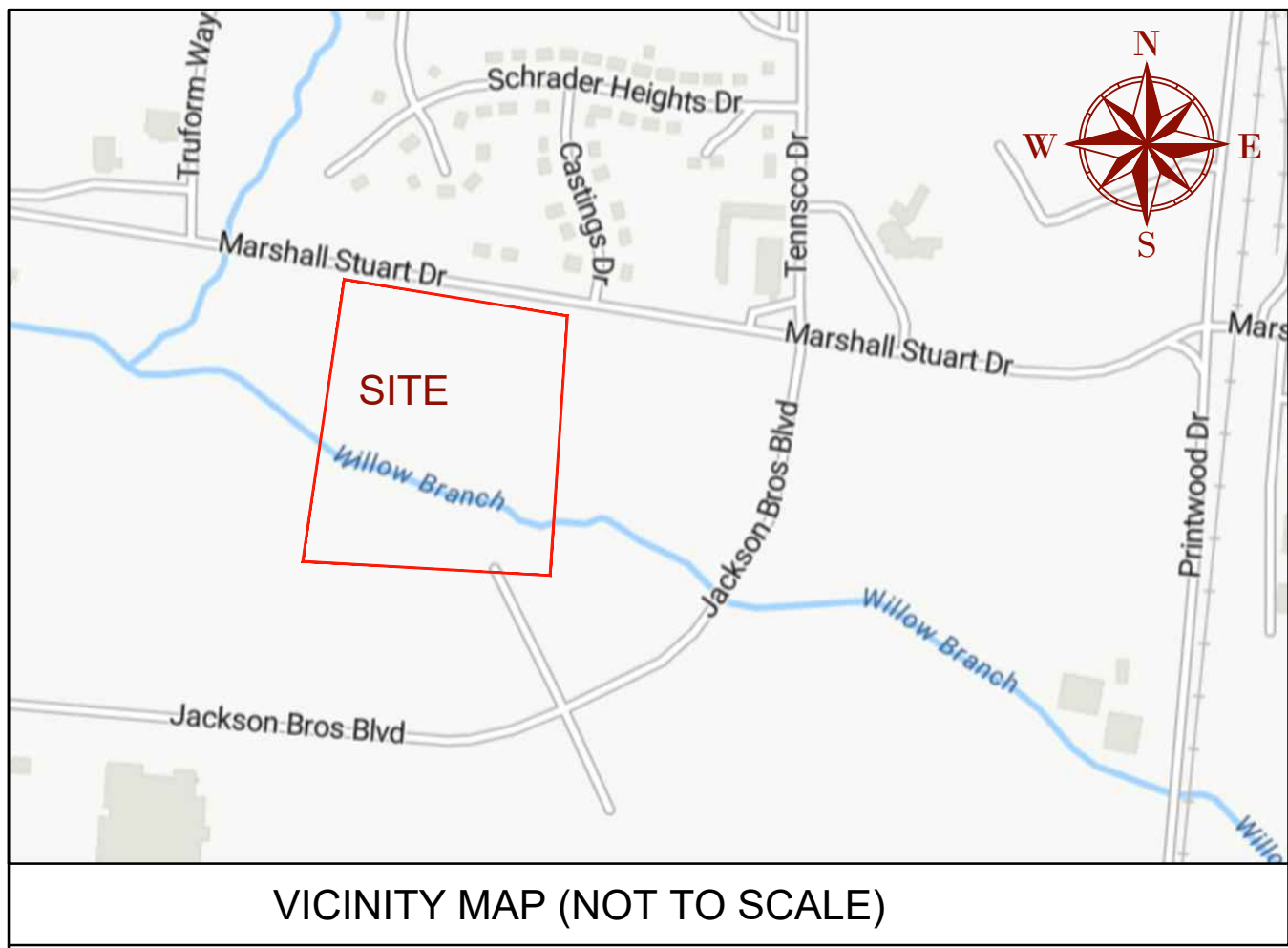
The donation is subject to the covenants contained in the transfer documents, with the donated property to be used exclusively for the construction of a new fire station and training center.

The City of Dickson will be responsible for all costs associated with the transfer of title, including, but not limited to, survey and appraisal of the property, title search, preparation of closing documents and filing with the Register of Deeds office for Dickson County.

I hope this donation will enable the City of Dickson to continue providing and improve services for the citizens.

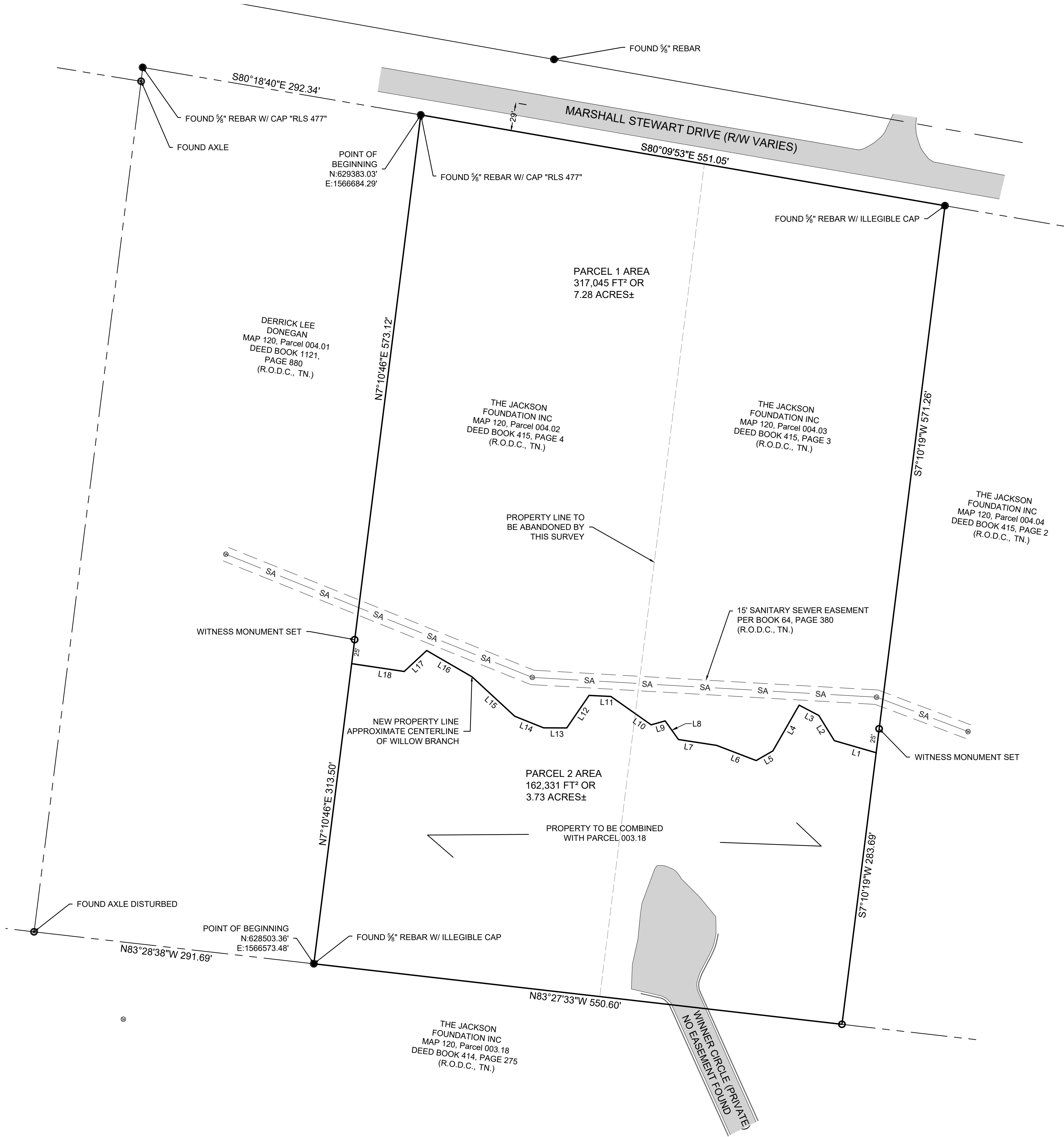
Sincerely,

Robert E. Spencer
Chairman, board of Trustees
The Jackson Foundation, Inc.



LEGEND

- IRON PIN (FOUND-NOTED)
- ⊙ AXLE (FOUND-NOTED)
- IRON PIN (SET)
- 5/8" IRON REBAR, 18" IN LENGTH WITH YELLOW CAP LABELED "OHM ADVISORS"
- ⊙ SANITARY MANHOLE
- SUBJECT PROPERTY LINE
- - - PROPERTY LINE TO BE DEDICATED
- - - ABANDONED PROPERTY LINE
- - - ADJOINING PROPERTY LINE
- - - EASEMENT
- X - X - FENCE
- SA - SANITARY SEWER LINE
- ASPHALT



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N73° 55' 38"W	45.08'
L2	N31° 44' 08"W	30.63'
L3	N62° 16' 12"W	23.02'
L4	S29° 50' 05"W	54.63'
L5	S59° 56' 19"W	19.93'
L6	N69° 03' 08"W	43.80'
L7	N81° 08' 10"W	40.09'
L8	N35° 42' 04"W	23.68'
L9	S74° 18' 19"W	15.11'
L10	N54° 43' 24"W	51.00'
L11	N87° 20' 38"W	22.69'
L12	S34° 20' 27"W	40.82'
L13	N89° 41' 56"W	24.03'
L14	N68° 10' 46"W	32.21'
L15	N47° 15' 51"W	60.35'
L16	N59° 52' 27"W	54.22'
L17	S46° 53' 30"W	31.84'
L18	N81° 29' 49"W	55.02'

SURVEYORS CERTIFICATE

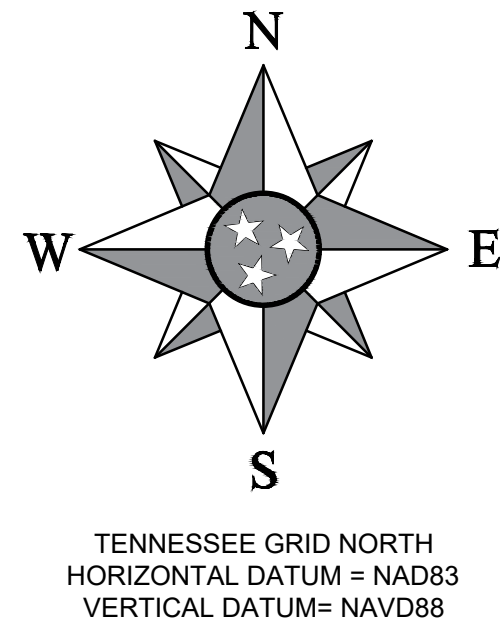
I hereby certify survey and was done in compliance with the Tennessee Standards of Practice, rule 0820-03-.11 as adopted by the Tennessee Board of Examiners for Land Surveyors. RTK GPS positional data was observed between 6/5/2025 and 6/12/2025 utilizing a Carlson BRx7 multi-frequency receiver. The grid coordinates shown were derived using a VRS network of CORS stations referenced to NAD83 (2011)(epoch 2010), geoid 18. Positional accuracy of the GPS vectors does not exceed: H:0.05", V:0.06".

Eric Shelton, TN RLS # 3305
OHM Advisors
209 10th Avenue South,
Suite 154
Nashville, TN 37203
(615)-649-5264



OHM

OHM ADVISORS
209 10th AVENUE SOUTH
SUITE 154
NASHVILLE, TN 37203
615-649-5264



GENERAL NOTES:

1. THIS PROPERTY LIES IN ZONE 'X' PER FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) MAP 47043C0261C, PANEL NOT PRINTED, EFFECTIVE 9/25/2009.
2. NO TITLE REPORT FURNISHED TO THIS SURVEYOR. THEREFORE THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.
3. PROPERTY CURRENTLY ZONED: M1 (LIGHT INDUSTRIAL)
4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY EFFECT THE USE OR DEVELOPMENT OF THE PARCEL.
5. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY, IF ANY, NAMED HEREON. THIS DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS WRITTEN CONSENT BY THE SURVEYOR.
6. HEREON PROPERTY IS SUBJECT TO THE RESTRICTIONS AND REGULATIONS SET FORTH BY THE CITY OF DICKSON PLANNING AND ZONING COMMISSION.
7. NO LIABILITY WILL BE ACCEPTED BEYOND THAT OF THE FOUR (4) YEAR STATUTE OF LIMITATIONS (T.C.A. 28-3-114 & T.C.A. 28-3-202) ORIGINATING FROM THE FIELD DATE SHOWN HEREON.

**BOUNDARY SURVEY OF
THE JACKSON
FOUNDATION INC.
PROPERTIES
MARSHALL STUART DR, CITY OF
DICKSON, DICKSON COUNTY, TN**

COPYRIGHT 2025 OHM
ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM.

REVISION TABLE

1		
2		
3		
4		
5		

SURVEY ORDERED BY: THE CITY OF DICKSON
PROPERTY ADDRESS: MARSHALL STUART DR & 336 PRINTWOOD DR DICKSON, TENNESSEE 37055
PROPERTY OWNER: THE JACKSON FOUNDATION 336 PRINTWOOD DR DICKSON, TN 37055

DEED REFERENCE: BOOK 415 PG 3, BOOK 415 PG 4, BOOK 414 PG 275
TAX MAP 120, PARCELS 4.02, 4.03
CITY OF DICKSON, DICKSON COUNTY, TENNESSEE

OHM PROJECT#: 0268-25-0040

DRAWN BY: ES/JW DATE: JULY 8, 2025
FIELD WORK: BG/BN DATE: JUNE 12, 2025

P:\0201_0600\0268250040_Dickson_Firehall_#2_Survey_SurveyDrawings\0268250040_Dickson Firehall #2

Parcel 1

Being a parcel of land in the Fifth Civil District of Dickson County, Tennessee, and being located on the south side of Marshall Stuart Drive and being more particularly described as follows:

Beginning at an 5/8" iron pin with the cap stamped "BENNETT & SONS RLS #477" found located in the southern right-of-way of Marshall Stewart Drive with the Tennessee State Plane Coordinates N: 629383.03 E: 1566684.29, said pin being the northeast corner of Derrick Lee Donegan, as set forth in Deed of record in Volume Book 1121, Page 1121 in the Register's office of Dickson County, Tennessee and the northwest corner of the described property, thence, continuing with the southernly right-of-way of Marshall Stewart Drive, South 80° 09' 53" East a distance of 551.05' to a 5/8" iron pin found in the southern right-of-way of Marshall Stewart and being the northwest corner of the Jackson Foundation, INC. as set forth in Deed of record in Volume Book 415, Page 2 in the Register's Office of Dickson County, Tennessee, thence, leaving said right-of-way and with the Jackson's Foundation, INC. westerly line, South 7° 10' 19" West a distance of 571.26', passing by a witness monument set at 546.26' and a sanitary easement, to a point in the approximate centerline of Willow Branch Creek, thence, meandering westerly with the centerline of said creek for the following 18 calls;

thence N 73°55'38" W a distance of 45.08',

thence N 31°44'08" W a distance of 30.63',

thence N 62°16'12" W a distance of 23.02',

thence S 29°50'05" W a distance of 54.63',

thence S 59°56'19" W a distance of 19.93',

thence N 69°03'08" W a distance of 43.80',

thence N 81°08'10" W a distance of 40.09',

thence N 35°42'04" W a distance of 23.68',

thence S 74°18'19" W a distance of 15.11',

thence N 54°43'24" W a distance of 51.00',

thence N 87°20'38" W a distance of 22.69',

thence S 34°20'27" W a distance of 40.82',

thence N 89°41'56" W a distance of 24.03',

thence N 68°10'46" W a distance of 32.21',

thence N 47°15'51" W a distance of 60.35',

thence N 59°52'27" W a distance of 54.22',

thence S 46°53'30" W a distance of 31.84',

thence N 81°29'49" W a distance of 55.02' to a point in Donegan's easterly line,

thence, leaving the centerline of said creek and with Donegan's easterly line, N 07°10'46" E a distance of 573.12', passing by a witness monument set at 25', to the Point of Beginning, containing 7.28 acres,

more or less, as surveyed by OHM Advisors, Eric Shelton #3305 on 6/12/2025. All property corners set were an 18" iron pin with yellow cap stamped "OHM Advisors".

This property is subject to a sanitary sewer easement in favor of the City of Dickson of record in Volume 64, Page 380 in the Register's Office of Dickson County, Tennessee.

Being the same property conveyed to the Jackson Foundation, INC. by deed from J&P Investment Company, recorded in Volume 415, Pages 3 & 4 in the Register's Office of Dickson County, Tennessee.

Being a parcel of land in the Fifth Civil District of Dickson County, Tennessee, and being located on the south side Willow Branch Creek, bounded by The Jackson Foundation, INC. parcel 003.18 on the south as set forth in Deed of record in Volume 414, Page 275 in the Register's Office of Dickson County, Tennessee, the Jackson's Foundation, INC. parcel 004.04 on the east as set forth in Deed of record in Volume 415, Page 2 in the Register's Office of Dickson County, Tennessee, and Derrick Lee Donegan on the west as set forth in Deed of record in Volume 1121, Page 880 in the Register's Office of Dickson County, Tennessee and being more particularly described as follows:

Beginning at an 5/8" iron pin found in the northerly line of the Jackson Foundation, INC. parcel 003.18 with the Tennessee State Plane Coordinates N: 628,503.36 E: 1,566,573.47, said point being the southwestern corner of Derrick Lee Donegan and the southeastern corner of the property hereon described, thence N 7° 10' 46" E a distance of 313.50' to a point in the approximate centerline of Willow Branch Creek, thence meandering with the centerline of Willow Branch Creek for the next 18 calls;

thence S 81°29'49" E a distance of 55.02';

thence N 46°53'30" E a distance of 31.84';

thence S 59°52'27" E a distance of 54.22';

thence S 47°15'51" E a distance of 60.35';

thence S 68°10'46" E a distance of 32.21';

thence S 89°41'56" E a distance of 24.03';

thence N 34°20'27" E a distance of 40.82';

thence S 87°20'38" E a distance of 22.69';

thence S 54°43'24" E a distance of 51.00';

thence N 74°18'19" E a distance of 15.11';

thence S 35°42'04" E a distance of 23.68';

thence S 81°08'10" E a distance of 40.09';

thence S 69°03'08" E a distance of 43.80';

thence N 59°56'19" E a distance of 19.93';

thence N 29°50'05" E a distance of 54.63';

thence S 62°16'12" E a distance of 23.02';

thence S 31°44'08" E a distance of 30.63';

thence S 73°55'38" E a distance of 45.08';

thence, leaving the Willow Branch Creek's approximate centerline and with the westerly line of The Jackson Foundation, INC. parcel 004.00, S 7° 10' 19" W a distance of 283.69' to an iron pin set, thence, with the northerly line of The Jackson Foundation, INC. parcel 003.18, N 83° 27' 33" W a distance of 550.60' to the Point Of Beginning, containing 3.73 acres, more or less, as surveyed by OHM Advisors, Eric Shelton TN#3305 on 6/12/2025.

Being the same same property conveyed to the Jackson Foundation, INC. by deed from J&P Investment Company, recorded in Volume 415, Pages 3 & 4 in the Register's Office of Dickson County, Tennessee.

October 17, 2025

Intended user:

Mr.Robt E.Spencer,RN,MSN,JD,Assist. Exec.Dir.of The Jackson Foundation,Inc.
336 B Printwood Drive
Dickson, TN 37055

File Number: 092525 GPAR TJF

Dear Mr. Spencer,

Pursuant to your request, an Appraisal Report has been prepared on the property mentioned below. I performed a visual inspection of the unimproved lots (aggregate acreage), that will be mentioned throughout this report, an investigation of the area of influence, and a review of sales data. The purpose of this appraisal was to provide an opinion of the market value, as defined on the addendum attached. The subject is located at:

Parcel 1 and 2, Marshall Stuart Drive
Dickson, TN, 37055

The intended use of this appraisal is for the client and intended users, to evaluate the property that is the subject of this appraisal for personal affairs. It is my opinion that the market value of the fee simple interest of the subject property, as is, as of the effective date (date of observation), was:

October 9, 2025

\$630,000

Six Hundred Thirty Thousand Dollars

The value conclusion(s) is based on the addenda, certification, and limiting conditions attached. This assignment has been performed within the competency rule of USPAP. This is an Appraisal Report and is intended to comply with reporting requirements set forth under Standards Rule 2-2(a) of USPAP for an Appraisal Report. It represents only summary discussions of the data, reasoning and analyses that were used in the appraisal process. This appraiser is not responsible for the unauthorized use of this report.

Respectfully submitted,



David W George, CR-719

RESOLUTION #2025-85

A RESOLUTION ACCEPTING AND AUTHORIZING THE MAYOR OF THE CITY OF DICKSON, TENNESSEE, TO SIGN A LOBBYING REPRESENTATION AGREEMENT AND LETTER OF ENGAGEMENT WITH ANTHONY W. DANIELS AND ROSS V. SMITH FOR THE 2026 LEGISLATIVE SESSION

WHEREAS, in 2020 the City of Dickson, Tennessee, engaged Anthony W. Daniels to provide lobbying representation services relating to the City's interests in the Tennessee General Assembly; and

WHEREAS, in 2023 the City of Dickson engaged Ross V. Smith to provide lobbying representation services relating to the City's interests in the Tennessee General Assembly; and

WHEREAS, the City wishes to renew its agreements with Anthony W. Daniels and Ross V. Smith to provide lobbying representation services for the 114th Tennessee General Assembly convening Jan. 13, 2026;

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

SECTION 1. The Lobbying Representation Agreement with Anthony W. Daniels and Ross V. Smith attached as Exhibit "A" hereto is approved and accepted.

SECTION 2. The Contract and Letter of Engagement with Bass, Berry & Sims PLC as employers of Ross V. Smith attached as Exhibit "B" hereto are approved and accepted.

SECTION 3. The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute the attached agreements and any and all instruments necessary to secure the lobbying services of Anthony W. Daniels and Ross V. Smith for 2026.

Approved and adopted this 1st day of December, 2025.

ATTEST:

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

Chris Norman, RECORDER

LOBBYING REPRESENTATION AGREEMENT
With
ANTHONY W. DANIELS & ROSS V. SMITH

Involved Parties: City of Dickson hereby contracts with Anthony W. Daniels and Ross V. Smith to provide governmental affairs (lobbying) services to City of Dickson relating to the Tennessee General Assembly and other government agencies, and private entities.

Term: The initial term of the Agreement commences with the 2nd day of December 2025, and terminates on the 2nd day of December 2026.

Duties of Lobbyist: Mr. Daniels and Mr. Smith agree to register as lobbyists for City of Dickson to perform the duties outlined below.

1. Lobby members of the General Assembly, working with other special interest groups to build a coalition if possible.
2. Meet as needed with City of Dickson.
3. Track legislation.
4. Provide reports to City of Dickson as requested.
5. Work with other government services.

Compensation: Compensation for professional services shall be \$20,000.00, payable in two equal installments, \$10,000.00 on the 2nd day of December 2025, and \$10,000.00 on the 2nd day of May 2026.

Reimbursement for Direct Expenses: If City of Dickson requires services outside the terms of the Agreement, compensation for such activity shall be discussed and agreed to by both parties at such time.

Best Efforts: Mr. Daniels and Mr. Smith agree to use the best efforts in furthering the goals of City of Dickson, and its members in an honorable and ethical manner before the Tennessee General Assembly. Mr. Daniels and Mr. Smith can not and do not warrant the success of legislative initiatives.

Independent Contractor: The undersigned, City of Dickson, understands and accepts that Mr. Daniels and Mr. Smith are independent contractors for City of Dickson, and as such are not entitled to any additional benefits or considerations outside of this contract.

Signed,

Anthony W. Daniels

Date

Ross V. Smith

Date

For City of Dickson

Date

Ross Smith
Ross.Smith@bassberry.com
+1 (615) 742-7912

November 13, 2025

VIA EMAIL

Don L. Weiss, Mayor
City of Dickson
600 East Walnut Street
Dickson, TN 37055
mayor@cityofdickson.com

Re: City of Dickson – Lobbying Engagement for 2026

Dear Mayor Weiss:

We appreciate the opportunity to continue representing the City of Dickson (the “Client”) in connection with lobbying members of the General Assembly on behalf of the City, monitoring all direct and indirect impact legislation, engaging on legislation as directed by you, and providing reports to you as needed. This letter and the attached Terms of Representation confirm our undertaking to represent the City in this matter and govern the terms of our relationship. Unless otherwise agreed to, we will deliver our invoices to mayor@cityofdickson.com with carbon copies to additional officials as necessary.

As explained in the attached Terms of Representation, we are undertaking this engagement for a fixed fee of \$10,000, which represents one-half of the total fee set forth in a separate Agreement between the City, Ross V. Smith, and Anthony W. Daniels. That Agreement provides for a total fee of \$20,000, payable in equal amounts to Mr. Smith and Mr. Daniels, respectively. Because Mr. Smith is providing services through this law firm, this engagement letter reflects only the portion of the fee attributable to Mr. Smith’s work – \$10,000 – and governs the terms of this firm’s representation.

Again, we are pleased that you have chosen to retain our firm to work with you on this matter, and we look forward to continuing our cordial working relationship with you and the City. To confirm your agreement, please sign and return this letter to us at your earliest convenience.

Sincerely,

BASS, BERRY & SIMS PLC



Ross V. Smith
Senior Public Policy Attorney

Attachment: Terms of Representation

APPROVED AND AGREED:

City of Dickson

By	_____
Name	<u>Don L. Weiss</u>
Title	<u>Mayor</u>
Date	_____

TERMS OF REPRESENTATION

Bass, Berry & Sims PLC (“Bass, Berry & Sims” or the “Firm”) will provide government advocacy/legal services as described in our engagement letter dated November 13, 2025, of which these Terms of Representation are a part (collectively, the “Engagement Letter”), and on the following terms and conditions:

1. Staffing and Rates

We currently expect the following attorneys to work on this matter, with the assistance of others as may be appropriate: Ross V. Smith. Staffing needs change on many matters over time, and we will adjust assignments to respond to those needs.

We are undertaking this engagement for a fixed fee of \$10,000, which represents one-half of the total fee set forth in a separate Agreement between the City, Ross V. Smith, and Anthony W. Daniels. That Agreement provides for a total fee of \$20,000, payable in equal amounts to Mr. Smith and Mr. Daniels, respectively. Because Mr. Smith is providing services through his law firm, this engagement letter reflects only the portion of the fee attributable to his work – \$10,000 – and governs the terms of his firm’s representation.

Our representation on this matter will end on December 1, 2026, unless renewed by separate agreement. The retainer fee will be payable in two (2) equal installments of \$5,000.

We will bill you on the date of execution of the engagement letter and on May 1, 2026. Payment will be due within 30 days of the date of our statement. If bills are not timely paid, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct.

To the extent that our engagement includes your payment to us of a fixed fee in advance, we understand that you consent to the treatment of this fee as the property of the Firm when it is paid. You also consent to the Firm’s depositing this fee in the Firm’s operating account rather than in a trust account (where it would be protected from the Firm’s creditors and the Firm’s use of the funds could be limited). The Firm accordingly will be free to make immediate use of the fee.

2. Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Engagement Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries, joint ventures or other affiliates unless you have specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture or other entity does not include a representation of the individuals or entities that are direct or indirect shareholders, officers, directors, partners, joint venturers, employees or members of such entity. When individuals are acting in their official capacities with respect to an entity, such communications are subject to the attorney-client privilege, but the privilege belongs to and can be waived by the entity rather than by the individuals.

3. Conflicts and Confidential Information

Bass, Berry & Sims is a large national legal practice with multiple offices. Because of the Firm’s size and geographic scope, as well as the breadth and diversity of its practice, other present

or future clients of Bass, Berry & Sims may have interactions or other contacts with you. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you consent and agree as follows with respect to certain conflict of interest issues:

a) The Firm is free to represent other clients (including future clients) in matters that involve you or are adverse to you as long as those matters are not the same as or substantially related to matters in which we represent you or have represented you. "Matter" refers to transactions, negotiations, proceedings or other representations involving specific parties. Such unrelated matters may include, but are not limited to:

- i. Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings and securities offerings;
- ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings) and non-judicial debt restructurings, including representation of committees or debtors-in possession, liquidators or other insolvency professionals in domestic or international matters in which you and another client or clients are creditors or other parties in interest;
- iii. Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;
- iv. Representation and advocacy with respect to legislative issues, policy issues or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;
- v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and
- vi. Litigation, arbitration, mediation and other dispute resolution matters brought by or against you.

If at a later time you withdraw or modify this advance waiver in any respect, you agree that we then have the right to withdraw from our representation of you pursuant to these Terms of Representation to the extent permitted by the applicable Rules of Professional Conduct.

b) The Firm may represent multiple bidders, or lenders to or other financing sources for any other bidder, in any proposed merger, acquisition, joint venture or other transaction so long as there are ethical walls in place and each Bass, Berry & Sims team representing a different client consists of a separate and distinct group of attorneys. Should you rescind or revoke this consent after we and another client have relied on it to commence representing that client, you agree that we may withdraw from our representation of you and continue representing the other client in the transaction in which you are involved.

c) If we represent you in a matter adverse to another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.

d) We are committed to our professional obligation to maintain the confidentiality of information we receive from our clients. Your advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients.

e) Unless authorized, we will not disclose to you or use on your behalf any documents or information protected by confidentiality obligations to other clients.

f) We are required to confirm the absence of conflicts of interest in connection with each engagement. If there is any change in the parties or the nature of the work the Firm is doing for you, we must perform a new conflicts check to confirm that the changed circumstances have not introduced a conflict of interest. We must also perform a new conflicts check before undertaking any new matters for you.

g) The lawyers practicing in Bass, Berry & Sims offices in various jurisdictions are governed by the rules of professional conduct in the applicable jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Firm lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these Terms of Representation.

h) From time to time, Bass, Berry & Sims identifies clients in marketing materials. These materials may include print and online descriptions of Bass, Berry & Sims services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material and media outreach. You agree that Bass, Berry & Sims may use your name and identifying material, such as your trademarked company logo, and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.

4. Specific Limitations on Client Identification

Bass, Berry & Sims has a large national legal practice with active practices in a variety of areas, including regulatory matters, government contracts and litigation. In a variety of matters the Firm is currently handling for other clients, the scope of the representation is such that other agencies of the City of Dickson or the City as a whole are or may be adverse parties. We do not believe that any direct conflict currently exists between the Firm and the City of Dickson because the work we have been asked to perform for the City of Dickson is not related to any of our other current representations. We also expect to represent clients in future matters under circumstances in which the City of Dickson or City agencies may be adverse parties.

To ensure that our work for the City of Dickson does not adversely affect the Firm's ability to continue to represent other clients on current or future matters in which their interests may be adverse to the City or any agencies thereof, including litigation and other dispute resolution proceedings against or adverse to the City or any of its agencies, the City of Dickson agrees that (1) the City of Dickson is our sole client for the specific matters on which it engages us, and Bass, Berry & Sims shall not be deemed to represent any other agency thereof with respect to such matters, and (2) the work we perform for the City of Dickson in this matter will not disqualify Bass, Berry & Sims from working on any other current or future matters, including litigation, bankruptcy or bid protest matters, in which the interests of the City or any agencies thereof are or may be adverse to the interests of our client(s), so long as those other current or future matters are not substantially related to the work performed for the City of Dickson in this matter.

5. In-House Attorney-Client Privilege

The lawyers working on this matter may wish to consult, at no cost to you, with the Firm's in-house counsel, including its General Counsel, or with outside counsel, concerning our own rights and responsibilities in connection with representation of you in this matter. Any such communications and advice are protected by our own attorney-client privilege and will remain confidential with the Firm and with such counsel.

6. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- Tenn. Code Ann. § 3-6-302;
- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;
- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- clearing conflicts of interest; and
- any subpoena or other legal process to which we are required to respond.

We will comply with a request for disclosure from a third party only to the extent that you have requested us to do so or we are legally obligated to do so. If it is practicable and permitted, we will notify you of the request or the sharing of information. As part of our service to you, we will endeavor to protect your interests in those circumstances. We will charge you for any time spent complying with these requirements, requests or demands in connection with any matters we handle for you. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

7. Client Files; Retention

During the course of this engagement, we will maintain certain documents, both hard-copy and electronic, that pertain to the engagement and that in our judgment should be so maintained (the "Client File"). The Client File is your property. If you wish any documents we maintain in the Client File to be returned to you, we will do so upon your request, although we will be entitled to make copies of any such documents at our expense. Further, any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) will be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we will maintain the documents in it for a period of ten years from the end of our representation of you in this matter as determined by the date of the last invoice, and thereafter may destroy the subject documents without further communication with you.

8. Changes in Law

Any legal advice provided to you will be based on the law at the time we provide advice to you. Laws, including regulations, case law and rules, change frequently. These changes include amendments to laws, regulations and rules; changes in interpretation of such laws, regulations and rules by courts, regulatory agencies or counsel; changes in the facts and circumstances occurring or coming to our attention after the resolution or completion of the matter; or to reflect the occurrence of unanticipated events. We cannot predict the outcome of any future enforcement decisions. We specifically disclaim any obligation to update advice we previously provided in resolved or completed matters.

9. Application of These Terms

The Engagement Letter, including this statement of Terms of Representation will govern our relationship with you even if you do not sign and return a copy of the Engagement Letter. If we agree to undertake additional matters, those additional matters will be governed by these Terms of Representation unless we mutually agree otherwise in writing.

Clients sometimes present the Firm with billing guidelines, outside counsel guidelines or other additional or different terms and conditions. If you want the Firm to follow any such guidelines, please present them to us as soon as possible, so we can consider how they correspond to these Terms of Representation and come to a clear understanding that is agreed to by the Client and the Firm.

If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences promptly and proceed with a clear, complete and consistent understanding of our relationship. These Terms of Representation contain important information about your rights, obligations and agreements with us, so you should feel free to consult other independent counsel or any other advisor concerning these matters, and we encourage you to do so. By signing the Engagement Letter, you acknowledge that you have had an opportunity to consult with other counsel.

RESOLUTION #2025-86

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR OF THE CITY OF DICKSON, TENNESSEE, TO SIGN A CONTRACT WITH SAFE HAVEN BABY BOXES, INC. AND MEMORANDA OF UNDERSTANDING WITH GFWC DICKSON COUNTY WOMAN'S CLUB AND DICKSON HIGH NOON ROTARY CLUB TO PROVIDE, FUND AND OPERATE A SAFE AND SECURE LOCATION FOR THE ANONYMOUS SURRENDER OF NEWBORN INFANTS

WHEREAS, Tennessee Code Annotated § 68-11-255, et al., known as the "Safe Haven Laws" passed by the Tennessee General Assembly in Chapter No. 388 of the Public Acts of 2001 and subsequent amendments, provides the opportunity for mothers to surrender newborn children up to 45 days of age confidentially and without fear of prosecution at certain authorized locations, to wit:

- Hospitals
- Birthing Centers
- Health Departments
- Outpatient, Walk-In Clinics
- Fire Stations (where manned 24/7)
- Emergency Medical Service facilities (EMS)
- Police Stations (where manned 24/7)
- Nursing Homes - in select rural communities
- 911 Call Centers that have opted to be a facility; and

WHEREAS, the GFWC Dickson County Woman's Club has raised funds to lease, install and maintain a Safety Device at Dickson Fire Department Station #1 at 101 Church Street under the terms and conditions of a Memorandum of Understanding attached as an exhibit hereto; and

WHEREAS, the Dickson High Noon Rotary Club has pledged in a Memorandum of Understanding attached as an exhibit hereto to fund the required annual maintenance fee for the Safety Device for the initial four (4) years of operation; and

WHEREAS, Safe Haven Baby Boxes, Inc., a non-profit corporation in Indiana, provides Safety Devices for the confidential surrender of newborn children under the terms and conditions of a contract attached as an exhibit hereto; and

WHEREAS, the GFWC Dickson County Woman's Club has deposited funds with Safe Haven Baby Boxes, Inc. sufficient to cover the cost of materials and labor for the installation of said Safety Device at Dickson Fire Department Station #1; and

WHEREAS, the City of Dickson agrees to oversee the installation of the Safety Device including any construction activities and to monitor activity at the Safety Device according to the terms and conditions of the contract with Safe Haven Baby Boxes, Inc.

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

SECTION 1. The contract between the City of Dickson, Tennessee, and Safe Haven Baby Boxes, Inc. attached hereto is accepted and approved subject to the terms and conditions therein for an initial term of five (5) years at which time it may be renewed for five (5) years upon written mutual agreement of the parties.

SECTION 2. The Memorandum of Understanding between the City of Dickson, Tennessee, Safe Haven Baby Boxes, Inc. and GFWC Dickson County Woman's Club attached hereto is accepted and approved subject to the terms and conditions therein.

SECTION 3. The Memorandum of Understanding between the City of Dickson, Tennessee, Safe Haven Baby Boxes, Inc. and Dickson High Noon Rotary Club attached hereto is accepted and approved subject to the terms and conditions therein.

SECTION 4. The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute the attached Contract and Memoranda of Understanding and any and all documents and instruments necessary for their implementation.

Approved and adopted this 1st day of December, 2025.

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

ATTEST:

Chris Norman, RECORDER

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of the ____ day of _____, 2025 ("Effective Date"), by and between **Safe Haven Baby Boxes, Inc.**, an Indiana nonprofit corporation, ("SHBB") and the **City of Dickson, Tennessee** ("City").

RECITALS

WHEREAS SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device"), and awareness related to preventing child abandonment; and

WHEREAS Tenn. Code Ann. § 68-11-255, *et al.* (the "Safe Haven Laws"), provides certain protections to facilities that install a newborn safety device (the "Safety Device"); and

WHEREAS The GFWC Dickson County Woman's Club ("Woman's Club") has undertaken a fundraiser and donated to SHBB the funds necessary to lease, install, and maintain a Safety Device at one of the City- owned fire stations in order to provide mothers with a safe location to surrender their infant if they feel they can no longer care for them instead of abandoning them in an unsafe place; and

WHEREAS The Dickson High Noon Rotary Club ("Rotary Club") has agreed to pay the five hundred dollar (\$500) annual maintenance fee for the safety device for at least the initial four (4) years of its operation in the City of Dickson; and

WHEREAS the City of Dickson has agreed to provide a location at a City-owned fire station for implementation of a Safety Device on its premises; and

WHEREAS City has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the installation, use, placement, and/or operation of a Safety Device on the Premises.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the Parties agree to incorporate by reference the foregoing Recitals as a substantive part of this Agreement and further agree as follows:

Section 1. Payment Obligations. The Parties to this Agreement acknowledge that the City has entered into two separate Memorandums of Understanding ("MOU") with non-profit organizations located in Dickson, Tennessee, namely the Woman's Club and Rotary Club (collectively, "Donors").

More specifically, the City has entered into an MOU with the Woman's Club acknowledging that the Woman's Club has raised and contributed funds, and plans to continue raising and contributing funds, directly to SHBB for use of any payment obligations due and/or arising under this Agreement.

The City has also entered into an MOU with the Rotary Club acknowledging and agreeing that

the Rotary Club will pay five hundred dollars (\$500) annually to SHBB for an annual maintenance fee for at least the initial four (4) years.

The City and SHBB formally acknowledge that as of the effective date of this Agreement, SHBB has received from Donors funds in the amount of Twenty Two Thousand Seven Hundred Eighty Seven Dollars (\$22,787.00) and agrees to utilize all of these funds, and any future contributions, towards payment obligations outlined in this Agreement. SHBB further agrees to provide an updated account of these funds to City and Donors at least annually.

The City and SHBB further acknowledge and agree that any and all financial obligations arising on the part of the City under this Agreement shall be paid using funds contributed from the Donors that are being held by SHBB. Further, the Parties agree that SHBB shall not demand payment directly from the City unless and until the City fails to comply with Section 10 in this Agreement. A copy of each MOU has been made a substantive part of this Agreement and are collectively attached as **Exhibit C**.

Section 2. Installation. SHBB shall provide the City with one (1) Safety Device for installation on its premises located at Dickson Fire Department 101 Church St, Dickson, TN 37055. The City shall contract for the installation of the Safety Device. All costs for installation and all expenses for labor and/or materials, including those listed in **Exhibit B**, will be paid for using funds remitted to SHBB by Donors. SHBB has the option, by providing prior written notice to the City, of its intent to be present at the time of installation and to provide guidance and advice on the placement in order to maximize awareness and implementation of its educational objectives, but the City shall have the final authority to determine the appropriate location for the Safety Device, subject to the placement requirements set forth herein under Section 5. SHBB agrees to provide signage for the Safety Device at no expense to the City. This signage shall be installed on or near the Safety Device. The City and SHBB agree to cooperate with respect to selecting the appropriate third-party contractor to install the Safety Device to ensure that the contractor has the appropriate skill and knowledge for constructing improvements to the City's fire station. The City is responsible for selecting and contracting with the third-party contractor to install the Safety Device. Cost to install the Safety Device shall be paid from funds provided by the Donors. City is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to compliance and permitting requirements for the installation, operation, and maintenance of the Safety Device. City agrees to abide by the policies and procedures for installation as outlined in **Exhibit A** (the "Policies and Procedures") of this Agreement, which is hereby fully incorporated into this Agreement and made a substantive part of this Agreement by reference.

Section 3. Annual Maintenance and Services. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

- A. Providing educational materials to City and policies and procedures relating to the maintenance of the Safety Device to City;
- B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;
- C. Educating emergency services personnel related to the use of the Safety Device;
- D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the City's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;
- E. Provide, at minimum, annual inspection and maintenance on the Safety Device; and Will exclusively repair or replace parts if/when the Safety Device is malfunctioning

at expense of City as set forth herein (collectively the "Services"). The Parties agree that the fees and expenses for Services are attached hereto as **Exhibit B** and that all costs for Services actually incurred shall be deducted from funds remitted to SHBB by Donors on an ongoing basis. If, at any time, the costs and/or expenses for Services for the Safety Device increase from the amounts set forth in **Exhibit B**, the Parties agree to amend this Agreement to reflect such changes, or if the Parties cannot agree, the Agreement will be terminated in accordance with Section 9 below.

Section 4. Lease and Service Term. The term of this Agreement shall commence on the Effective Date stated above and continue for a period of five (5) years ("Term") and may renew for additional five (5) year terms upon the mutual written agreement of the Parties.

Section 5. Consideration. In consideration for providing the Safety Device and Services described herein, SHBB acknowledges having already received Twenty Two Thousand Seven Hundred and Eighty Seven Dollars (\$22,787.00) directly from Donors and agrees to utilize these funds, in addition to future funds received from Donors, for the benefit of the payment obligations of the City for the safety device described herein. SHBB further acknowledges it has received no funds or payments from the City and that no payment is due from the City, at the time this Agreement is executed.

Section 6. Additional obligations of the City. In addition to any and all other obligations of the City set forth herein, to the extent permitted by Tennessee Law, City agrees to follow all policies and procedures provided by SHBB which may change from time to time; however, SHBB shall provide thirty (30) days' notice to City prior to any changes taking effect. Such policies and procedures are included as **Exhibit A** to this Agreement and, by way of City's signature hereto, shall evidence City's acknowledgement and receipt of the Policies and Procedures. City agrees:

- A. To maintain the Safety Device in good working order, the costs of which are to be borne by City using funds remitted by Donors in accordance with Section 2(E) of this Agreement;
- B. To not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in **Exhibit A** in any manner whatsoever without the prior written approval of SHBB.
- C. To use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in **Exhibit A** in any manner whatsoever without prior written approval by SHBB.
- D. To immediately notify SHBB of any modification to the Safety Device.
- E. To accept complete liability for modifications to the Safety Device which are the result of its own actions or city-authorized actions by a third-party.
- F. City shall refer to the Safety Device as a "Safe Haven Baby Box".
- G. City shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable.
- H. That should alarm monitoring service be disconnected for any reason, City shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality.
- I. That SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

J. City agrees it shall not place the exterior view Safety Device within the purview of any video or audio recording device owned and operated by the City nor cause the Safety Device's exterior to be subject to or within the purview of any video or audio recording device owned and operated by the City during the Term or any successive terms under this Agreement and its component parts.

K. CITY AGREES THAT IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

IF, AT ANY TIME, THE CITY INDENTIFIES A MALFUNCTION OR DISCONNECTION OF THE SAFETY DEVICE, THE CITY AGREES TO IMMEDIATELY SECURE AND LOCK THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD.

Section 7. Representations and Warranties.

A. Representations & Warranties of the City. The City represents and warrants that the undersigned is a duly acting and authorized agent of the City who is empowered to execute this Agreement with full authority of the City. The City represents and warrants that the laws and regulations governing this jurisdiction authorize the placement of a Safety Device at a fire station, and such placement and administration of a Safety Device does not violate any law, ordinance, or governmental regulation.

B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

C. Disclaimer and Limitation of Warranties. SHBB is not the manufacturer of the Safety Device and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non- infringement of the Safety Device. To the extent

the warranties of the manufacturer(s) of Safety Device's Composite Parts may extend to the City, the Safety Device shall be subject to any warranties provided to the City by the Safety Device's Composite Parts manufacturers.

Section 8. Insurance. The City shall maintain in full force and effect, at the City's sole cost, its insurance equivalent to coverage maintained by the City at other City-owned fire stations. The City's current insurance program includes general liability coverage. SHBB shall maintain in full force and effect, at their sole cost, commercial general liability insurance.

Section 9. Termination. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party or as specified under Section 10, below. Upon termination of this Agreement, City shall secure and lock the Safety Device, remove all signage provided by SHBB, and place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact on-site emergency personnel or call the 911 Emergency Service. After this agreement is terminated, City may remove the Safety Device at its own expense at any time and make arrangements with SHBB for the Safety Device's conveyance or retrieval, and SHBB shall retrieve the Safety Device within 30 days; however, if City chooses not to remove Safety Device at City's expense, SHBB shall remove and recover the Safety Device at SHBB's expense within 30 days of the date of termination so long as the cost does not exceed Five Hundred Dollars (\$500.00). If the cost exceeds Five Hundred Dollars (\$500.00), SHBB shall pay the first Five Hundred Dollars (\$500.00) towards removal costs and City shall pay the remainder. City shall be responsible for the cost of replacement and/or repairs for any and all damage to the Safety Device should City remove the Safety Device without authorization from SHBB. In all circumstances, City agrees to cooperate with SHBB in the removal and retrieval of the Safety Device.

Section 10. Breach of Agreement.

- A. Failure to Pay Annual Maintenance Fees. The Parties agree that annual maintenance fees shall be paid using funds available from Donors. Should funds not be available and/or should Donors decline or fail to raise additional funds to make the required payment(s), SHBB shall notify the City within thirty (30) days of the failure to pay and offer the City the opportunity to remedy such failure. If the City declines or otherwise fails to pay the annual fee, then either party has the right to terminate this Agreement in accordance with Section 9 and remove the Safety Device.
- B. Option to Cure. If the City is notified by SHBB that the Safety Device is not properly functioning or lacks the monitoring called for under this Agreement, SHBB may order that the Safety Device be secured and locked until further inspection. In such event, the City agrees to coordinate with SHBB and the chosen alarm-monitoring company to cure any lack of monitoring or improper functioning of the Safety Device. If the Parties are unable to cure the lack of monitoring or improper functioning of the Safety Device within a thirty (30) day period, the Parties may agree to additional time to remedy the deficiency or may terminate this Agreement in accordance with Section 8 herein and remove the Safety Device.

Section 11. Notices. Notice is effective when made in writing and sent to the Parties' addresses or by email. Notice will be considered given as of the date of mailing.

Notice for SHBB shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797
shbb@safehavenbabyboxes.com

Notice for the City shall be given to:

City of Dickson
Attn: City Administrator
600 E. Walnut St.
Dickson, TN 37055
administrator@cityofdickson.com

Section 12. Disclaimer of Warranties.

A. **SHBB IS ONLY THE ASSEMBLER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.**

B. **DUE DILLIGENCE BY CITY.** BY INITIALING IMMEDIATELY BELOW THIS PROVISION (Section 12(B)), CITY AGREES AND ACKNOWLEDGES THAT CITY HAS INSPECTED THE SAFETY DEVICE, FOUND IT FREE OF ANY APPARENT DEFECT(S) OR FAULT(S). IF CITY HAS NOT INSPECTED DEVICE AND CHOOSES NOT TO, CITY AGREES AND ACKNOWLEDGES THAT CITY HAS HAD OPPORTUNITY TO INSPECT THE SAFETY DEVICE AND HAS WAIVED SAID OPPORTUNITY TO PERFORM ITS OWN DUE DILLIGENCE AS TO ANY APPARENT DEFECT(S) OR FAULT(S).

(CITY, BY: _____, ITS _____)

C. IF CITY HAS NOT INSPECTED DEVICE AND CHOOSES TO, CITY AGREES AND ACKNOWLEDGES THAT CITY HAS THIRTY (30) DAYS FROM THE AGREED-UPON INSTALLATION DATE TO INSPECT THE SAFETY DEVICE AND ADVISE SHBB OF ANY OPERATIONAL DEFECTS, OTHERWISE ON THE THIRTY-FIRST (31ST) DAY CITY AGREES AND ACKNOWLEDGES THAT CITY HAS WAIVED SAID OPPORTUNITY TO PERFORM ITS OWN DUE DILLIGENCE AS TO ANY APPARENT DEFECT(S) OR FAULT(S).

(CITY, BY: _____, ITS _____)

D. SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right

to assume for it, or any other liability in connection with the use, maintenance, operation, or installation of the Safety Device nor this lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, servicing, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

- E. IN ALL CIRCUMSTANCES, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER ACCEPTS, TAKES, AND/OR OTHERWISE LEASES THE SAFETY DEVICE CONTEMPLATED BY THIS AGREEMENT ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS, BARRING ANY LATENT DEFECTS OF WHICH THE CITY AND/OR SHBB ARE NOT AWARE.

Section 13. General Provisions.

- A. Entire Agreement. This Agreement, and all exhibits attached hereto, contains the entire agreement between the Parties concerning the donation of the Safety Device and supersedes all prior written or oral agreements between the Parties to this Agreement.
- B. Assignability. No Party to this Agreement shall have the right to assign, transfer, or subcontract its rights and/or duties and obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, their successors, and their permitted assigns.
- C. Governing Law and Venue. Regardless of the location of the execution of this Agreement, the Parties hereby acknowledge and agree that this Agreement shall be governed in all respects, including validity, interpretation, and effect, by, and shall be governed by and in accordance with the laws of the State of Tennessee without regard to its conflicts of laws principles. The Parties acknowledge and agree that the jurisdiction and venue for resolving any dispute arising under this Agreement shall be in the courts for Dickson County, Tennessee, and the Parties waive all objections to such jurisdiction and venue.
- D. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the Parties.
- E. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision.
- F. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

- G. No Benefit of Third Parties. This Agreement is intended solely for the benefit of the Parties to this Agreement and no benefit is conferred, nor is any contractual relationship established hereby, upon or with any person or entity not a Party to this Agreement.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.
- I. Counterparts. In order to facilitate execution of this Agreement, it may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by affixing its signatures hereto by an authorized representative.

SAFE HAVEN BABY BOXES, INC

By: _____

Monica Kelsey, Founder / CEO

Date: _____

11/10/25

CITY OF DICKSON

By: _____

Don L. Weiss, Mayor

Date: _____

EXHIBIT A
SAFE HAVEN BABY BOXES, INC. POLICIES
AND PROCEDURES

I. Purpose. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under Tennessee Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A City is a hospital or site, such as a volunteer fire department, staffed by an emergency services City on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
 1. When the door is accessed from the outside.
 2. When the newborn is placed in the box and activates the motion sensor.
 3. When electrical failure occurs to the Baby Box.
- C. When an alarm serving the Baby Box is activated, Firefighters must respond in order to verify whether a newborn has been dropped off. If the Baby Box alarm sounds when Firefighters are not present due to a fire call or some other purpose, 911 should dispatch the next available unit to check the Baby Box and retrieve the infant.
- A. If a newborn is inside the Baby Box, the firefighter or other personnel retrieving the newborn shall evaluate the newborn's medical condition. At all times, the newborn shall be kept in a safe place and monitored continuously until such time as the newborn is transferred to the custody and control of the transporting agency.
- B. Following retrieval of a newborn, Firefighters shall immediately contact 911, advise 911 of the infant's medical condition, and request an ambulance for transporting the newborn to the hospital. Firefighters must notify 911 that this was a Safe Haven Baby Box newborn surrendered under Tennessee's Safe Haven Law.
- C. In accordance with Tennessee law, Firefighters who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- D. After retrieving a newborn from the Safety Device, the Firefighter or other personnel must verify that the door to the Safety Device is secured and closed and then reset the alarm system after deactivation.
- E. The Supervising Officer shall contact the Tennessee Department of Children's Services as soon as reasonably possible after taking possession of a newborn from a Safety Device.
- F. The Supervising Officer shall report the safe surrender to Safe Haven Baby Boxes, Inc. by phone at 888-742-2133 extension 700 no later than 24 hours after the retrieval of a newborn from a Safety Device.
- G. Newborn Surrendered Policy
 - When a newborn is surrendered to a Safe Haven Baby Box, it is imperative that we follow this policy on how the surrender will be handled. City agrees to follow this policy/procedure.
 - There are 3 reasons that we announce when a newborn is surrendered to a Safe Haven Baby Box.

- History has shown that parents of the newborns who surrender inside of a safe haven baby box, watch our press conferences and contact us for resources. It's imperative that we thank the parents and tell them that we are proud of them and that resources are available for them.
- Education about the Safe Haven Law and its use never becomes available to the public without a press release about the proper use of the law. We do not want the only time the media picks up a story is when a baby has been illegally and unsafely abandoned.
- Education is one of the most important parts of our program because we can install baby boxes in every fire station but if no one knows they are there, no one will use them. So education is key.
- Because we are still a "new" organization, we want to ensure that the baby box worked exactly as designed. This is a perfect time to also educate on the features of the baby box. Parents who are going to trust us with their newborn have to be reassured that the process works. This gives us the opportunity to let the public know that the box worked exactly as designed and the Fire Department personnel followed all protocols.
- With that being said, we are offering locations who receive a newborn through the baby box program to choose which of the following options they prefer as it relates to press conferences following a legal safe surrender. Each option guarantees that the mission and education of Safe Haven Baby Boxes remains intact.
 - Option #1- SHBB puts a press release together with the help of the location and SHBB holds a press conference at your facility within 30 days of the surrender with your assistance. This option helps us control the media and the location isn't handling calls for multiple interviews. This also gives the media the opportunity to ask any questions and to highlight the baby box that was just used, which is education.
 - Option #2- SHBB puts out a press release 7-30 days after the surrender with the help of the location and doesn't hold a press conference. This option maintains the purpose and mission of SHBB, however it puts the location at a disadvantage handling media inquiries. Media will want to hear from the location and the location could get tons of emails and phone calls and reporters just showing up to get a comment. Even if we put in the press release not to call the location and put a quote from the location in the press release, this doesn't stop the media from trying to get a one on one interview.

III. Additional Procedures for City:

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between City and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each City will maintain uniform signage donated by Safe Haven Baby Boxes, Inc.

- D. The Baby Box will be delivered in accordance the following:
1. Initial fee has been paid to Safe Haven Baby Boxes.
 2. The City location is required to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 3. City understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment, contingent on and barring any delays caused by manufacturing, availability of materials and/or labor, availability of shipping, acts of God, war, or any other intervening cause, is received and with mutual agreement of the installation and unveiling / blessing dates.
 4. City agrees to arrange for and begin the installation of the Baby Box as soon as practicable after delivery.
- E. The City must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice. If the City has the service discontinued without tendering notice of same to Safe Haven Baby Boxes, Inc.'s knowledge, Provider understands and acknowledges that it could and would be subject to liability.
- F. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live". This provision does not include discussions with the Women's Club or third-parties necessary for the installation, testing, training, etc. of the Safety Device.
- G. The "Go-Live" date will be determined after the following:
1. Installation is completed and the alarm system is ready for testing.
 2. Seven consecutive days of successful alarm testing is completed.
 3. Training of staff is completed.
 4. Final Inspection is completed.
- H. Each City will provide information and a copy of parents' rights supplied to it by SHBB and furnish a copy of same in the Baby Box.
- I. Each City is required to test the security/alarm system on the Baby Box at least once a week and keep a log or record of tests. The City shall submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Boxes, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test. A scanned copy of the alarm logs shall be sent to logs@safehavenbabyboxes.com.
- J. City is required perform two (2) daily checks of the Baby Box to ensure the Box is functioning properly and properly outfitted with a clean fitted bassinet sheet, a blanket, the bassinet sensor has the green light only illuminated, the heater fan is operating, the alarm system is powered and on, and the presence of documentation/information (specifically the information, questions, registry information, and national human trafficking hotline information provided by SHBB to the City) provided in an orange bag for a surrendering parent.
- K. City shall ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- L. Each City is responsible for training personnel on the use, features, and procedures of the Baby Box. City can contact Safe Haven Baby Box, Inc. for group training services.
- M. City is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary.
- N. City understands and agrees that aside from damage due to normal wear and tear, damage to the City's leased Baby Box(es) is compensable for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be drawn down from funds donated by Donors within thirty (30) days from notice by SHBB to City regarding same.

EXHIBIT B
SAFE HAVEN BABY BOXES, INC.
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$15,000 (\$15,500 with pre-installed camera).

1. Baby Box including signage and City kit.
2. "Pre-installation" Services:
 - a. Examination of location
 - b. Administrative/Legal resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
 - a. Inspection of installation
 - b. Training to all emergency personnel
4. Post-Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$500

1. Annual Fee Services
 - a. Recertification of the box by SHBB authorized personnel
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick it up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials-\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) -\$1,200.
4. Annual Alarm Service: Annual fee for monitoring-\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Box comes pre-installed with the Amazon Blink TM camera and requires a third-party membership to activate. Location must have a Wi-Fi connection.

**Alternatives may apply. Please contact SHBB for more information*

EXHIBIT C
TWO (2) MEMORANDUMS OF UNDERSTANDING
BETWEEN CITY, SHBB, AND DONORS

[DOCUMENTS ATTACHED HERETO]

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF DICKSON, SAFE HAVEN BABY BOXES, Inc.,
and GFWC DICKSON COUNTY WOMAN'S CLUB**

This Memorandum of Understanding ("MOU") is entered into by and between the **City of Dickson, Tennessee** ("City"), **Safe Haven Baby Boxes, Inc.** ("SHBB"), and the **GFWC Dickson County Woman's Club** ("Donor"). Parties may be referenced individually as "Party" and collectively as "Parties."

Section 1. Purpose. The purpose of this MOU is to establish a good-faith relationship between the Parties regarding the payment of funds raised for the Safe Haven Baby Box (aka Safety Device) that is the subject of a Lease and Service Agreement entered into between City and SHBB. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual goals and the collective goals of the partnership.

Section 2. Duration and Termination. This MOU becomes effective on the date it is signed by all Parties conditioned on the event that the Lease and Service Agreement has been formally adopted and signed by City and SHBB. It remains in force unless explicitly terminated, in writing, by any Party upon thirty days' written notice to the other Parties. However, if the Lease and Service Agreement is terminated by either SHBB or City, this MOU will automatically terminate immediately upon termination of the Lease and Service Agreement.

Section 3. Roles and Responsibilities. As consideration, the Parties agree to the following roles and responsibilities, respectively:

- A. Donor acknowledges that it has contributed money directly to SHBB and authorizes the Parties to use the contributions for the financial obligations contained in the Lease and Service Agreement entered into between City and SHBB. Donor further acknowledges that it may, from time to time, continue to contribute money directly to SHBB and that any future contributions may also be utilized towards the financial obligations outlined in the Lease and Service Agreement. Donor acknowledges that City does not have possession of any money belonging to, or for the benefit of, Donor or SHBB. In the event that Donor receives information that its contributed funds are no longer sufficient to cover the financial obligations contained in the Lease and Service Agreement and/or in the event that Donor chooses to withhold further financial support for SHBB, Donor agrees to give notice of these events to the City and SHBB.
- B. SHBB agrees to utilize all funds contributed directly to SHBB by Donor, or its individual members, for the benefit of the financial obligations of the Lease and Service Agreement entered into between City and SHBB. SHBB further agrees to, at least annually, provide financial report(s) to Donor and City regarding (1) total amounts contributed to SHBB by Donor, or its individual members, (2) the amount of money remaining in possession of SHBB

dedicated to support the financial obligations of the Lease and Service Agreement entered into between City and SHBB, and (3) an accounting of expenses deducted from the funds contributed by Donor, or its individual members, to SHBB.

- C. City agrees to abide by the terms of the Lease and Service Agreement, and utilize funds provided directly by Donor to SHBB for the sole purpose of payments contained in the Lease and Service Agreement. In the event City terminates the Lease and Service Agreement for any reason, City agrees to give notice to Donor.

Section 4. Communication Between Parties. Notice is effective when made in writing and sent to the Parties' addresses or by email. Notice will be considered given as of the date of mailing.

Notice for the City may be provided to:

City of Dickson
600 E. Walnut St.
Dickson, TN 37055
administrator@cityofdickson.com

Notice for Donor may be provided to:

GFWC Dickson County Woman's Club
P.O. Box 86
Dickson, TN 37055
615-878-3708
gwfc dickson county@gmail.com

Notice for SHBB may be provided to:

Safe Haven Baby Boxes, Inc.
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797
shbb@safehavenbabyboxes.com

Section 5. Amendments. The terms of this MOU may be amended upon written approval by the original Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by affixing a signature hereto from an authorized representative.

GFWC DICKSON COUNTY WOMAN'S CLUB

By: _____

Name/Title: _____

Date: _____

CITY OF DICKSON

By: _____

Don L. Weiss, Mayor

Date: _____

SAFE HAVEN BABY BOXES, INC.

By: _____

Monica Kelsey, Founder / CEO

Date: 11/10/25

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF DICKSON, SAFE HAVEN BABY BOXES, Inc.,
and DICKSON HIGH NOON ROTARY CLUB**

This Memorandum of Understanding ("MOU") is entered into by and between the **City of Dickson, Tennessee** ("City"), **Safe Haven Baby Boxes, Inc.** ("SHBB"), and the **Dickson High Noon Rotary Club** ("Donor"). Parties may be referenced individually as "Party" and collectively as "Parties."

Section 1. Purpose. The purpose of this MOU is to establish a good-faith relationship between the Parties regarding the payment of funds raised for the Safe Haven Baby Box (aka Safety Device) that is the subject of a Lease and Service Agreement entered into between City and SHBB. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual goals and the collective goals of the partnership.

Section 2. Duration and Termination. This MOU becomes effective on the date it is signed by all Parties conditioned on the event that the Lease and Service Agreement has been formally adopted and signed by City and SHBB. It remains in force unless explicitly terminated, in writing, by any Party upon thirty days' written notice to the other Parties. However, if the Lease and Service Agreement is terminated by either SHBB or City, this MOU will automatically terminate immediately upon termination of the Lease and Service Agreement.

Section 3. Roles and Responsibilities. As consideration, the Parties agree to the following roles and responsibilities, respectively:

- A. Donor acknowledges and agrees to pay a total of Two Thousand Dollars (\$2,000) in four (4) annual installments of Five Hundred Dollars (\$500) each to SHBB for the annual maintenance fee for the Safety Device. Donor acknowledges that City does not have possession of any money belonging to, or for the benefit of, Donor or SHBB. Donor agrees that upon direction of the City, Donor will provide the annual payment directly to SHBB for payment of the requisite maintenance fee.
- B. SHBB agrees to utilize funds contributed directly to SHBB by Donor for the benefit of the annual maintenance fee(s) contained in the Lease and Service Agreement entered into between City and SHBB. SHBB further agrees to, upon request by either Party, provide financial updates to Donor and City regarding total amounts contributed to SHBB by Donor.
- C. City agrees to abide by the terms of the Lease and Service Agreement, and utilize funds provided directly by Donor to SHBB for the sole purpose of payments of the annual maintenance fee contained in the Lease and Service Agreement. In the event the City terminates the Lease and Service Agreement for any reason, City agrees to give notice to Donor.

Section 4. Communication Between Parties. Notice is effective when made in writing and sent to the Parties' addresses or by email. Notice will be considered given as of the date of mailing.

Notice for the City may be provided to:

City of Dickson
600 E. Walnut St.
Dickson, TN 37055
administrator@cityofdickson.com

Notice for Donor may be provided to:

Dickson High Noon Rotary Club
P.O. Box 1122
Dickson, TN 37056
dicksonhighnoon@gmail.com

Notice for SHBB may be provided to:

Safe Haven Baby Boxes, Inc.
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797
shbb@safehavenbabyboxes.com

Section 5. Amendments. The terms of this MOU may be amended upon written approval by the original Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by affixing a signature hereto from an authorized representative.

DICKSON HIGH NOON ROTARY CLUB

By: _____

Name/Title: _____

Date: _____

CITY OF DICKSON

By: _____

Don L. Weiss, Mayor

Date: _____

SAFE HAVEN BABY BOXES, INC.

By: Monica Kelsey
Monica Kelsey, Founder / CEO

Date: 11/6/25

RESOLUTION #2025-87

A RESOLUTION OF THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE, RATIFYING AND CONFIRMING HEFB RESOLUTION #2025-1 ADOPTED BY THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF DICKSON, TENNESSEE, FOR THE FINANCING OF A MULTIFAMILY HOUSING FACILITY TO BE ACQUIRED AND CONSTRUCTED BY 841 COWAN ROAD, LP USING NOT TO EXCEED \$48,000,000 IN REVENUE BONDS TO BE ISSUED BY THE BOARD

WHEREAS, pursuant to the provisions of Tennessee Code Annotated Chapter 101, Part 3, Title 48 as amended (the “Act”), the Council of the City of Dickson, Tennessee (the “City”), created and authorized The Health and Educational Facilities Board of the City of Dickson, Tennessee (the “Board”); and

WHEREAS, the Charter of Incorporation of the Board requires that the Council for the City of Dickson, Tennessee (the “Council”), ratify any resolutions authorizing the issuance of bonds or agreements to issue bonds approved by the Board; and

WHEREAS, 841 Cowan Road, LP, formerly 841 Cowan, LP (the “Applicant”), appeared before the Board at its meeting Nov. 17, 2025, requesting final approval of the issuance of not to exceed forty-eight million dollars (\$48,000,000.00) in revenue bonds, the proceeds to be used by the Applicant to finance the acquisition, construction and equipping of an approximately 228-unit multifamily housing facility to be located at or near 841 Cowan Road, Dickson, Dickson County, Tennessee (the “Project”); and

WHEREAS, at same meeting the Board approved HEFB Resolution #2025-1 authorizing, subject to certain conditions, the issuance of not to exceed forty-eight million dollars (\$48,000,000.00) in Multifamily Housing Revenue Bonds, in one or more series, for the purpose of financing the acquisition, construction and equipping of the Project, and authorizing the execution and delivery of an agreement in connection with the issuance of such bonds; and

WHEREAS, the Dickson City Council previously approved Resolution #2023-16 on June 5, 2023, ratifying and confirming HEFB Resolution #2023-1 to preliminarily issue revenue bonds not to exceed forty-three million dollars (\$43,000,000.00) for the same Project, which was amended to forty-eight million dollars (\$48,000,000.00) by HEFB Resolution #2024-4 and ratified and confirmed by Resolution #2024-22 on Dec. 2, 2024.

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

SECTION 1. HEFB Resolution #2025-1 and all documents and instruments associated with such resolution attached hereto adopted by the Health and Educational Facilities Board on Nov. 17, 2025, are hereby ratified and confirmed by the Council of the City of Dickson, Tennessee.

SECTION 2. The City of Dickson, Tennessee, shall not in any event be liable for the payment of the principal or interest on any bonds of the Board or the Applicant, as the case may be, or for

the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever, which may be undertaken by the Board or the Applicant, as the case may be, nor any of their agreements or obligations shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions, or create any liability or obligation on the part of the City, whatsoever.

Approved and adopted this 1st day of December, 2025.

ATTEST:

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

Chris Norman, RECORDER

HEFB RESOLUTION #2025-1

A RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS, AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE, AND DELIVERY BY THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF DICKSON, TENNESSEE, OF ITS MULTIFAMILY HOUSING REVENUE BONDS (841 COWAN APARTMENTS), SERIES 2025 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY-EIGHT MILLION DOLLARS (\$48,000,000)

WHEREAS, The Health and Educational Facilities Board of the City of Dickson, Tennessee (the "Issuer"), is a public, nonprofit corporation organized and existing under, and by virtue of, the provisions of Title 48, Chapter 101, Part 3, Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, the purpose of said Act, as stated therein, is to authorize the incorporation in the several municipalities in the State of Tennessee of public corporations to finance, acquire, own, lease, and/or dispose of properties to the end that such corporations may be able to, among other things, promote the health and higher education of the people of the State and maintain and increase commerce, welfare, prosperity, and the health and living conditions of, and increase the quantity of housing available for, the people of the State of Tennessee; and

WHEREAS, the Issuer is authorized by the Act to, among other things, issue, sell, and deliver revenue notes and revenue bonds, and to use the proceeds therefrom for, among other things, financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties for the purpose of enabling certain types of entities to provide facilities, including multifamily housing facilities, in order to promote the welfare, prosperity, health, and living conditions of the people of the State of Tennessee; and

WHEREAS, 841 Cowan Road, LP (formerly 841 Cowan, LP), a Tennessee limited partnership (the "Borrower"), has now requested that the Issuer authorize the issuance of revenue bonds, the proceeds of the sale thereof in the amount of not to exceed Forty-Eight Million Dollars (\$48,000,000) to be loaned to the Borrower for the purpose of financing the costs of the acquisition and construction of an approximately 228-unit multifamily housing facility to be located at or near 841 Cowan Road in Dickson, Dickson County, Tennessee (such multifamily housing facility being herein called the "Project"); and

WHEREAS, the Issuer has previously approved on a preliminary basis the issuance of revenue bonds and/or notes for the Project in the aggregate principal amount of Forty-Eight Million Dollars (\$48,000,000); and

WHEREAS, the Issuer desires to now definitively authorize and approve, the issuance, execution, sale, and delivery, of its interest bearing Multifamily Housing Revenue Bonds (841 Cowan Apartments), Series 2025 (the "Bonds"), to be dated the date of original issuance and delivery, or such other date and series designation as may be determined by the officers of the Issuer executing the Bonds, in the original aggregate principal amount of Forty-Eight Million Dollars (\$48,000,000), or such lesser original aggregate amount as may be determined by the officers of the Issuer executing the Bonds, said Bonds to be issued under and secured by a Trust Indenture (the "Indenture"), to be dated as of December 1, 2025, or such other date as may be determined by the officers of the Issuer

executing the Indenture, by and between the Issuer and Regions Bank (the "Trustee"), the proceeds of the sale of said Bonds to be loaned to the Borrower for the purpose of financing a portion of the costs of the Project; and

WHEREAS, as part of the same plan of financing, upon the satisfaction of certain conditions to conversion, the Bonds will be converted to a Governmental Lender Note (the "Governmental Lender Note," and together with the Bonds, the "Obligations") pursuant to a Funding Loan Agreement (the "Funding Loan Agreement") to be dated as of the first day of the month of conversion, by and between the Issuer and Regions Bank, as Funding Lender (the "Funding Lender" or "Regions"), and the proceeds of the Governmental Lender Note will be loaned to the Borrower pursuant to a Project Loan Agreement (the "Project Loan Agreement") to be dated as of the first day of the month of conversion, by and among the Issuer, Regions Bank, as Fiscal Agent, and the Borrower; and

WHEREAS, the Issuer hereby finds and determines that the issuance of the Obligations, and the loan of the proceeds thereof to the Borrower for the above purposes, will be in accordance with the provisions, and will further the purposes and the policies, of the Act; and

WHEREAS, contemporaneously with the execution of the Indenture, the Issuer and the Borrower will enter into a Loan Agreement (the "Loan Agreement"), to be dated of even date with the Indenture, specifying the terms and conditions pursuant to which the Issuer will loan the proceeds of the sale of the Bonds to the Borrower for the purposes hereinbefore discussed; and

WHEREAS, to evidence such loan, the Borrower will execute and deliver a promissory note (the "Note"), from the Borrower to the order of the Issuer; and

WHEREAS, the Borrower will also execute and deliver that certain Land Use Restriction Agreement (the "Regulatory Agreement"), to be dated as of December 1, 2025, or such other date as may be determined by the officers of the Issuer executing the Regulatory Agreement, by and among the Borrower, the Issuer, and Regions Bank; and

WHEREAS, the principal of, and the premium, if any, and interest on, the Bonds will be payable solely and exclusively from loan payments to be made by the Borrower under the provisions of the Loan Agreement and the Note and from funds held by the Trustee pursuant to the Indenture and available for such purpose; and

WHEREAS, the principal of, and the premium, if any, and interest on the Governmental Lender Note will be payable solely and exclusively from loan payments to be made by the Borrower under the provisions of the Project Loan Agreement and from funds held by the Funding Lender pursuant to the Funding Loan Agreement and the Project Loan Agreement and available for such purpose; and

WHEREAS, as further security for the payment of the principal and the interest on the Bonds, the Issuer will assign under the Indenture to the Trustee, all of the right, title, and interest of the Issuer (excepting only certain rights as specified in the Indenture) in and to the Loan Agreement, including the Note; and

WHEREAS, as further security for the payment of the principal and the interest on the Governmental Lender Note, the Borrower, on the conversion date, will execute and deliver that certain Multifamily Deed of Trust, Absolute Assignment of Leases and Rents and Security Agreement

(Including Fixture Filing) (the "Deed of Trust"), from the Borrower to the Governmental Lender, dated as of even date with the Funding Loan Agreement, to be assigned by the Governmental Lender to the Funding Lender; and

WHEREAS, Raymond James & Associates, Inc. (the "Underwriter") is expected to initially purchase the Bonds in accordance with the provisions of that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), to be dated the date of the sale of the Bonds, by and among the Issuer, the Borrower, and the Underwriter; and

WHEREAS, the following documents have been presented to the Issuer for approval in connection with the issuance, sale, and delivery of the Obligations:

- (1) The proposed form of the Indenture;
- (2) The proposed form of the Bonds;
- (3) The proposed form of the Loan Agreement, including the proposed form of the Note;
- (4) The proposed form of the Regulatory Agreement;
- (5) The proposed form of the Bond Purchase Agreement;
- (6) The proposed form of a preliminary official statement related to the Bonds (the "Preliminary Official Statement");
- (7) The proposed form of the Funding Loan Agreement, including the proposed form of Governmental Lender Note attached thereto;
- (8) The proposed form of the Project Loan Agreement; and,
- (9) The proposed form of the Deed of Trust; and,

WHEREAS, it appears to the Issuer that all of such documents are in due form and that the execution, delivery, and implementation thereof, and the execution, issuance, and delivery of the Obligations will facilitate and further the purposes of the Act.

Now, therefore, **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF DICKSON, TENNESSEE**, as follows:

SECTION 1. Findings with Respect to the Project. The Issuer hereby finds that the issuance of the Obligations will contribute to the general welfare, prosperity, health, and living conditions of the people of the State of Tennessee.

SECTION 2. Authorization of the Issuance of the Obligations. Under and pursuant to the provisions of the Act, and in consideration of payment therefor, the Issuer hereby authorizes the execution, issuance, sale, and delivery to the Underwriter in consideration of payment therefor of the Bonds, the proceeds of the sale thereof to be used for the purposes specified in the preamble hereto, and the execution, issuance, sale, and delivery to the Funding Lender of the Governmental Lender Note upon conversion to the permanent phase.

SECTION 3. Approval of the Indenture. The form, content, and provisions of the Indenture, including the forms of the Funding Loan Agreement and the Project Loan Agreement attached thereto, the form of the Governmental Lender Note attached to the Funding Loan Agreement, and the Borrower Note as defined and referred to in the Project Loan Agreement, as presented to this meeting of the Board of Directors of the Issuer, are in all particulars approved, and the Chair and the Vice

Chair, or either of them, of the Issuer are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Indenture in the name, and on behalf, of the Issuer.

The Indenture is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Indenture, to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Indenture, as executed and delivered.

SECTION 4. Approval of the Bonds. The form, content, and provisions of the Bonds, as set forth in the Indenture and as presented to this meeting of the Issuer, subject to appropriate insertions and revisions, are in all particulars hereby approved, and the appropriate officers of the Issuer are hereby authorized, empowered, and directed to execute and deliver, or cause to be delivered, the Bonds in consideration of payment therefor in the name and on behalf of the Issuer, such Bonds to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions, and, when the Bonds shall be executed, attested, and delivered in the manner contemplated herein, in the aggregate principal amount of Forty-Eight Million Dollars (\$48,000,000), or such lesser original amount as may be determined by the officers of the Issuer executing the same, they shall conclusively be the approved form of the Bonds.

SECTION 5. Approval of the Loan Agreement. The form, content, and provisions of the Loan Agreement, including the form of the Note attached thereto, as presented to this meeting of the Board of Directors of the Issuer, are in all particulars approved, and the Chair and the Vice Chair, or either of them, of the Issuer are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Loan Agreement in the name, and on behalf, of the Issuer.

The Loan Agreement is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Loan Agreement, to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Loan Agreement, as executed and delivered.

SECTION 6. Approval of the Regulatory Agreement. The form, content, and provisions of the Regulatory Agreement, as presented to this meeting of the Board of Directors of the Issuer, are in all particulars approved, and the Chair and the Vice Chair, or either of them, of the Issuer are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Regulatory Agreement in the name, and on behalf, of the Issuer.

The Regulatory Agreement is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Regulatory Agreement, to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Regulatory Agreement, as executed and delivered.

SECTION 7. Approval of the Bond Purchase Agreement. The form, content, and provisions of the Bond Purchase Agreement, as presented to this meeting of the Board of Directors of the Issuer, are in all particulars approved, and the Chair and the Vice Chair, or either of them, of the Issuer are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Bond Purchase Agreement in the name, and on behalf, of the Issuer.

The Bond Purchase Agreement is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Bond Purchase Agreement, to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Bond Purchase Agreement, as executed and delivered.

SECTION 8. Approval of the Preliminary Official Statement and Official Statement. The form of the Preliminary Official Statement, as presented to this meeting of the Board of Directors of the Issuer, is hereby approved, and the Issuer hereby consents to the lawful use thereof by the Underwriter; provided, however, that the Issuer makes no representations as to statements and information contained therein not furnished by the Issuer. The Preliminary Official Statement is hereby deemed final as of the date hereof for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The Issuer hereby authorizes a final Official Statement, to be in substantially the form of the Preliminary Official Statement now before this meeting of the Board of Directors of the Issuer, but with such changes therein as may be necessary to reflect the sale of the Bonds on the terms hereby authorized.

SECTION 9. Approval of the Deed of Trust. The form, content and provisions of the Deed of Trust, as presented to this meeting of the Board of Directors of the Issuer, are in all particulars approved, including but not limited to the execution and delivery by the Governmental Lender of an assignment thereof to the Funding Lender upon conversion.

The Deed of Trust is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Governmental Lender executing the Funding Loan Agreement, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

SECTION 10. Miscellaneous Acts. The appropriate officers of the Issuer are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, for the authorization, issuance, and delivery by the Issuer of the Obligations, including execution, delivery, and filing of Internal Revenue Service Form 8038, a Tax Exemption Agreement, and an informational statement to be filed with the State of Tennessee.

SECTION 11. Limited Obligation and Liability. The Obligations, and the interest payable thereon, are limited obligations of the Issuer, and shall not be deemed to constitute a general debt or liability of the Issuer, but shall be payable solely from such special sources and funds provided therefor in accordance with the provisions thereof and the provisions of the Indenture.

Neither the State of Tennessee, nor any other political subdivision thereof, shall be liable for the payment of the principal of, or the interest on, the Obligations, or for the performance of any pledge, mortgage, obligation, agreement, or certification, of any kind whatsoever of the Issuer, and neither the Obligations, nor any of the pledges, mortgages, agreements, obligations, or certifications of the Issuer shall be construed to constitute an indebtedness of the State of Tennessee, or any other political subdivision thereof, within the meaning of any constitutional or statutory provisions whatsoever.

No recourse under, or upon, any statement, obligation, covenant, agreement, or certification, contained in any of the foregoing documents, including, without limitation, the Obligations, and the Indenture; or in any other document or certification whatsoever; or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the foregoing documents, including, without limitation the Obligations and the Indenture; or any other document or certification, whatsoever, shall be had against any incorporator, member, director, or officer, as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for, or to, the Issuer, or any receiver thereof, or from, or to, the owners of the Obligations for any sum that may be due and unpaid by the Issuer upon the Obligations, or the interest payable thereon. 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, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, the Issuer or any receiver thereof, or for, or to, the owners of the Obligations, of the principal of, or the premium, if any, or interest on, the Obligations shall be deemed to have been waived and released as a condition of, and consideration for, the execution of the aforesaid documents and the issuance of the Obligations.

SECTION 12. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope of intent of any provision hereof.

SECTION 13. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

SECTION 14. Conflicting Resolutions Repealed. All resolutions or parts thereof in conflict herewith, are, to the extent of such conflict, hereby repealed, and this Resolution shall take effect from and after its adoption.

Approved and adopted this 17th day of November, 2025.

Chair

Attest:

Secretary

M E M O R A N D U M

PRIVILEGED AND CONFIDENTIAL
Attorney-Client Communication and/or Work Product

TO: City of Dickson Health and Educational Facilities Board Members

FROM: Ross V. Smith, Asst. City Attorney

DATE: November 12, 2025

RE: Explanation of Documents for Multifamily Housing Project at 841 Cowan Rd
Board Meeting Scheduled for Monday, November 17, 2025

I. Trust Indenture Agreement

Parties: HEFB and Regions Bank (w/ Consent & Agreement of 841 Cowan Rd, LP)

This Agreement between the HEFB, Regions Bank, and 841 Cowan Rd, LP, establishes the legal framework for the issuance, administration, and repayment of \$48 million in Revenue Bonds and establishes a “Trust Estate” held and managed by Regions Bank. This Trust Estate is made up of the pledged revenues, loan payments, and other assets held for benefit of the bondholders.

In short, this document sets forth all of the roles of the parties, the creation of the Trust estate held by Regions Bank, the process for payment of debt service, covenants and protections of certain parties, remedies upon default by a party, etc.

Importantly, **Section 2.09** clarifies that the bonds are special limited obligations payable solely by the Trust Estate and do not constitute a general obligation or pledge of the City’s taxing power or other funds, limiting the City’s financial exposure.

Under **Section 7.08**, the Borrower indemnifies and holds the City and Trustee harmless from liabilities related to the bonds or project, protecting the City from direct claims.

Finally, **Section 12.04** protects City officials by providing that no personal liability may be imposed on officers, directors, or employees of the Issuer (i.e., the City) for obligations under the Indenture. Overall, the agreement ensures the City’s role is limited and protected while enabling the financing of the housing project through the bonds.

The **Funding Loan Agreement** and **Project Loan Agreement** are attached as Exhibits to the Trust Indenture Agreement. These will come into play if, and only if, the project is completed, and it converts from a construction loan to a permanent loan. Freddie Mac has agreed to facilitate financing if the project moves from construction to a permanent loan. If and when that happens, the bonds will convert to a Governmental Note, and these Agreements will replace the Trust Indenture Agreement and Loan Agreement. See Recitals, Section H (page 2).

II. Loan Agreement

Parties: HEFB and 841 Cowan Rd, LP

This Agreement between the HEFB and 841 Cowan Rd, LP, provides the terms under which the HEFB lends the proceeds of the \$48 million in Revenue Bonds to 841 Cowan Rd, LP, for the construction of the housing project. This Agreement works in tandem with the Trust Indenture which, as described above, governs the relationship between the bond issuance and the trust relationship with the bondholders.

This Agreement outlines the Borrower's obligations to repay the loan, construct the project, indemnify the HEFB/Regions Bank against liabilities, and establishes the HEFB's limited role ensuring neither the City nor the HEFB is financially responsible beyond pledged revenues and assets.

As noted above, when the project converts from construction to a permanent facility (and Freddie Mac takes over the financing of the permanent phase), this loan agreement will be superseded by the Funding Loan Agreement and Project Loan Agreement attached to the Trust Indenture

Section 5.01 provides that the HEFB is not making any warranties regarding the condition, suitability, or adequacy of the project.

Section 8.04 is an important provision limiting the City and HEFB's liability. It specifically states that the only obligations under this Loan Agreement are payable from the Trust Estate comprised of bond proceeds and pledged revenues. It also states that the Agreement **is not a debt or pledge of the City's taxing power or general credit** ("No agreements or provisions contained in this Agreement . . . constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Trust Estate."). **This section also provides that the City's/HEFB's members, officers, and employees shall not incur personal liability provided they are not acting in bad faith.**

Further, **Section 6.02** strengthens this by providing that the Borrower indemnifies the HEFB from all liabilities, claims, and expenses arising from the project, bond issuance, or enforcement of this Agreement.

Lastly, I want to point out that **Section 5.02** provides that the City's agents, attorneys, experts, engineers, etc. all have the right to inspect the Project and the construction thereof at all times.

III. Land Use Restriction Agreement

Parties: HEFB, Regions Bank, and 841 Cowan Rd, LP

This Agreement predominantly calls for use restrictions on the property so that it complies with tax-exempt financing requirements under federal law. These restrictions ensure the project maintains its eligibility for tax-exempt bond financing and further ensures it serves low- and moderate-income tenants.

Section 2 generally provides the restrictions on the property and includes that the project will be owned, leased, and maintained as a “qualified residential rental project” within the meaning of the U.S. Tax Code and will be developed for the purpose of providing multifamily residential rental property. The section also lays out requirements that none of the units be utilized on a transient basis and none will be leased for a period of less than six (6) months. Lastly, none of the units will be used as a motel, hotel, dorm, rooming house, etc. **I do not believe this includes a restriction on sober living facilities, but I encourage you to ask the bond counsel if you desire and feel it to be appropriate. It is likely that such a restriction is not allowed under the ADA/Fair Housing Laws, but it may be ripe for questioning and discussion if any member(s) of the HEFB feels it necessary to inquire.**

Section 6 of this Restriction Agreement provides that the HEFB is not financially liable for the project or the bonds beyond the pledged revenues and that the Agreement does not otherwise impose any financial obligations on the City or its general funds.

Lastly, the restrictions contained in this Agreement “run with the land” pursuant to **Section 11** and therefore pass to and are binding upon any subsequent purchaser of the housing project.

The Trustee (Regions Bank) will manage enforcement during the bond term, but the City has enforcement rights once the bond is ultimately retired.

IV. Bond Purchase Agreement

Parties: HEFB, Raymond James & Associates, and 841 Cowan Rd, LP

This Agreement governs the sale of the bonds from the HEFB to Raymond James. Essentially, Raymond James is purchasing the bonds at a set price and may then resell them to investors. This Agreement provides that Raymond James is NOT acting as a financial advisor to the City or the HEFB and is expressly buying the bonds for the ability to resell them and make a profit.

Since the bonds are special, limited obligation bonds, the Borrower assumes nearly all financial obligations and risks and Raymond James is purchasing the bonds for resale to investors.

Section 6.1(h) establishes that the bonds are special, limited obligation bonds. **Section 6.3** then confirms the understanding that nothing in the Purchase Agreement creates any general obligation or liability for the HEFB or the City and that any obligations are payable solely out of the Trust Estate. **Section 6.2** clearly states that no member, officer, agent, or employee of the City shall be individually liable for breach of any representation or agreement contained in the Purchase Agreement (also restated in **Section 15** as well).

Section 14 adds further protection for the HEFB in that the Borrower is indemnifying the HEFB and its officers/agents against virtually all liabilities arising from the bonds, the housing project, the loan of bond proceeds, etc. Further, **Section 14.9** states that the Borrower must indemnify the HEFB for fees and expenses of the HEFB's counsel if the HEFB decides to employ its own counsel in any manner.

That said, the HEFB has certain obligations with respect to this Loan Agreement which are primarily procedural. In **Section 8**, the HEFB is agreeing that it will not amend any documents without consent, not pledge Trust Estate revenues to other obligations, cooperate with bond counsel as necessary, etc.

Lastly, **Section 13** dictates that the Borrower will pay all costs, fees, etc. for the Underwriter (Raymond James), the issuance of the bonds, preparation of formal documents, legal fees, printing, etc. The HEFB is not responsible for any of these related fees.

V. Preliminary Official Statement

This document is the primary disclosure statement used to market and sell the bonds to investors. It provides material information about the bonds, the security risks, the participants in the project, the housing project, and more.

Importantly, the HEFB is only responsible for two sections in this document. First, the HEFB is verifying its legal authority to exist and operate in the section titled **“THE ISSUER” on page 2**. Second, the HEFB is verifying in **“ABSENCE OF LITIGATION” on page 18** that it is not currently subject to any pending or threatened litigation that would affect the bond issuance, sale of bonds, etc. Otherwise, it is expressly stated that the HEFB has not independently verified any other information in this document.

However, the document does contain additional information restating that the bonds do not constitute an indebtedness or obligation of the City/HEFB.

**Note: The document currently refers to the Metropolitan Government of Nashville and Davidson County, but I have asked them to amend and correct the document to refer to the City/HEFB.*

VI. Multifamily Deed of Trust

This document serves as the mortgage securing repayment which primarily protects the funding lender (Regions Bank) and is not directed at the HEFB. It does so by granting a lien on the housing project to secure the borrower's repayment of the loan. While the HEFB is identified as the "Governmental Lender" in this document, the HEFB is simply a conduit in this process and has no repayment or financial liability.

The Borrower is executing this document for the benefit of the HEFB as a lender who is, in turn, immediately assigning the security interest to Regions Bank without recourse. This effectively gives Regions Bank the mortgage and security interest in the housing project itself but does not grant a security interest in any other property owned or controlled by the City or the HEFB. The only security interest granted is in the mortgaged property itself (i.e., 841 Cowan Rd.).

The document also incorporates the Ground Lease from the County's Economic and Housing Development Corporation and grants Regions Bank a lien on both the lease and any property the County may own.

RESOLUTION #2025-88

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN TASK ORDER 24-12 WITH OHM INC. FOR ADDITIONAL LAND SURVEYING SERVICES FOR A PROPOSED CITY CENTER UNDER ON-CALL SURVEY CONTRACT #S-002

WHEREAS, the City of Dickson, Tennessee, entered into On-Call Survey Contract #S-002 with Orchard, Hiltz & McCliment, Inc. (OHM, Inc.) on Aug. 5, 2024; and

WHEREAS, the Council of the City of Dickson, Tennessee, approved Task Order 24-04 under said contract on March 3, 2025, to provide land surveying services for a proposed City Center project; and

WHEREAS, the administration has determined that it is necessary to expand the area to be surveyed for said project to include the property identified as 205 South Main St. (Map 110C, Group C, Parcel 005.00), to wit: the location of the War Memorial Building; and

WHEREAS, OHM, Inc. has submitted Task Order 24-12 attached as an exhibit hereto to provide the desired surveying services for a fee not to exceed twenty-one thousand, five hundred dollars (\$21,500.00) under On-Call Survey Contract #S-002.

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

SECTION 1. Task Order 24-12 with OHM, Inc. attached hereto is accepted and approved.

SECTION 2. The Mayor of the City of Dickson is hereby authorized to sign and execute Task Order 24-12 and any and all documents and instruments necessary for its implementation.

SECTION 3. Payment not to exceed twenty-one thousand, five hundred dollars (\$21,500.00) for the services described is authorized according to the terms and conditions contained therein.

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

Approved and adopted this 1st day of December, 2025.

ATTEST:

Chris Norman, RECORDER

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



ARCHITECTS. ENGINEERS. PLANNERS.

November 19, 2025

City of Dickson
Bret Stock, P.E.
City Engineer
600 East Walnut St.
Dickson, Tn 37055
OHM Client # 0268
City of Dickson On-Call Survey Service Contract # S-002

**RE: Proposal for Professional Survey Services
Task Order 24-12
War Memorial Building parcel_ ALTA Boundary-Topographic Survey
Dickson, Tennessee 37055**

Dear Mr. Stock,

OHM Advisors is pleased to submit this proposal to provide Professional Land Surveying Services for the properties located between E. Walnut Street, E. Chestnut Street, Central Avenue, and South Main Street. Property is currently owned by the City of Dickson as evidenced by the Register's Office of Dickson County, Tennessee and included the following parcel:

Parcel ID: 110C C 005.00 Located on S. Main Street and recorded in Bk 116 Page 180 R.O.D.C., TN.

Project Description

OHM is proposing to provide Professional Surveying Services in connection with the War Memorial Building in Dickson Tn. (Aerial limits Attached).

Scope of Services

The Consultant will provide the required professional and technical resources to perform the described work. All work will be conducted under the direct supervision of a Licensed Tennessee Professional Land Surveyor. We anticipate the following scope of services will be required:

ALTA Boundary & Topographic Survey

- Our work will conform to the Standards of Practice for Land Surveyors in Tennessee (T.C.A. 0820-3-.07).
- Site to be tied to TN 4100 State Plane Datum, NAD-83 and NAVD-88 (2011 geoid).
- Offsite control will be set so that it may be utilized during any construction phase at a later date.
- A minimum of (3) site benchmarks will be set around the site with a conventional level loop ran in between for accuracy.
- OHM Advisors will perform a field-run ALTA Boundary survey of the city block as outlined above and attached.
- We will use the current deed(s) for the properties within the block as listed above along with the adjacent property (excluded from this scope) to establish the boundary corners for the properties currently owned by the City of Dickson.
- A Title Commitment shall be furnished by the City of Dickson or a representative of for all Deeds and Easements. Please allow OHM a period of 30 days from receipt of the Title Commitment for review and issuing a draft survey for review by the city.
- All items checked on the attached "Table A" shall be field located and/or plotted if applicable.
- We will clearly mark existing property corners and replace any missing corners with an 18" rebar with yellow OHM Advisors caps.
- Field Run Topographic Survey to the adjacent edge of rights-of-way of the streets listed above (as outlined in red on the attached map).
- Ground Elevations located at 25-foot intervals.
- A minimum of 2 upstream and 2-downstream offsite storm and sewer structures will be located.

OHM Advisors

209 10TH AVENUE SOUTH, SUITE 116
NASHVILLE, TENNESSEE 37203

T 615.649.5264

OHM-Advisors.com



- An updated aerial will be created by a drone flight over the area and will supplement the ground topographic survey. An additional flight will be conducted to show existing offsite storm issues between the site and the railroad.
- Deliverables will be an updated AutoCAD dwg along with a pdf copy of a stamped & signed ALTA Boundary & Topographic Survey of the existing site conditions for use in design by others. This scope of work is to be combined with Task Order 25-04 Proposed City Center Site. The deliverables will include the total 3 block area.

Project Understanding

- The City of Dickson or its agents will provide a Complete Title Commitment to the Surveyor. Please allow OHM, 30 days from the receipt of the Title commitment before draft survey is sent to the city for review.
- This scope of work is to be combined with previous survey work under Task Order 25-04 Proposed City Center Site.

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 planning to have field work completed within 35 days (weather permitting) of the acceptance and signing of this proposal and a draft survey 30 days from receipt of a complete title commitment from the City of Dickson, and the completion of a utility locate request. It is anticipated the OHM surveyors will have unimpeded access to the property to perform our surveying task as outlined above.

Fee

OHM Advisors proposes providing the Scope of Work included in this Proposal Letter, hourly, with a Not-To-Exceed Budgetary Estimate of **\$21,500.00** and based on the current hourly rates per City of Dickson Contract S-002.

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.

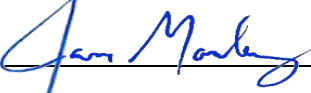
Acceptance

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

City of Dickson
CLIENT



(Signature) _____

Jason Moseley

(Name) _____

Principal

(Title) _____

November 19, 2025

(Date) _____

Attachments: Aerial limits by others
ALTA Table- A Requirement

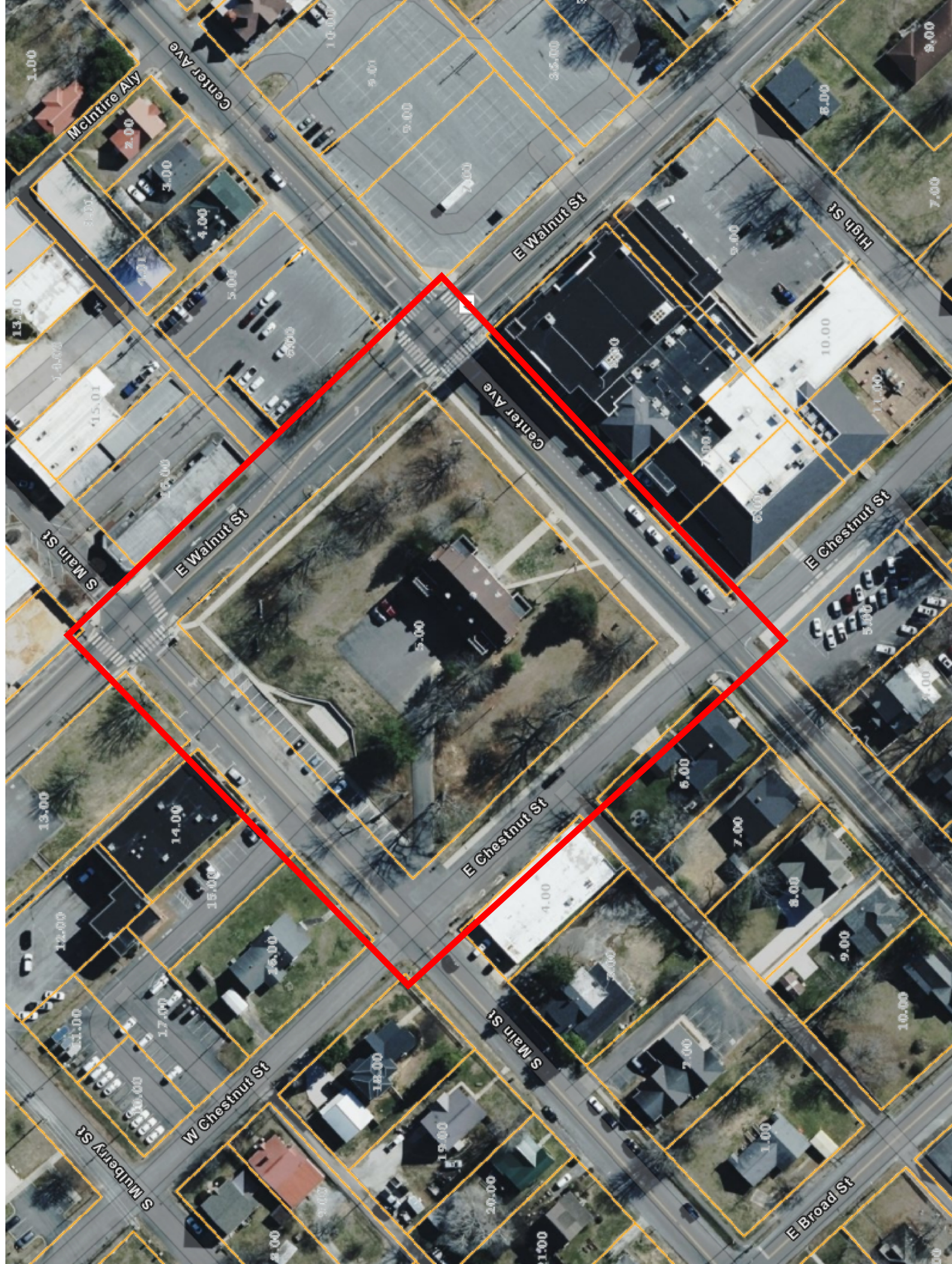


TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ☒ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. ☒ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. ☒ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. ☒ Gross land area (and other areas if specified by the client).
5. ☒ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6. ☐ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
☐ (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. ☒ (a) Exterior dimensions of all buildings at ground level.
(b) Square footage of:
_____ (1) exterior footprint of all buildings at ground level.
_____ (2) other areas as specified by the client.
_____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. ☒ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. ☒ Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures.

Striping of clearly identifiable parking spaces on surface parking areas and lots.

10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.

11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:

- ☒ (a) plans and/or reports provided by client (with reference as to the sources of information)
_____ (b) markings coordinated by the surveyor pursuant to a private utility locate request

Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.

13. ☒ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."

14. _____ As specified by the client, distance to the nearest intersecting street.

15. ☒ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.

16. ☒ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

17. ☒ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

18. ☒ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.

19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

20. ☒ Utility Limits per the attached water and sewer GIS Maps. Notify Kimley-Horn and City of Dickson for any utilities outside of right of way which need to be marked if not picked up by the 811 ticket

Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.

*American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828.
www.alta.org*

Adopted by the Board of Directors, National Society of Professional Surveyors, on October 30, 2020.

*National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704.
<http://www.nsps.us.com/>*

RESOLUTION #2025-89

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A
CONSTRUCTION MANAGER AT RISK CONTRACT WITH HOAR
CONSTRUCTION, LLC FOR THE J. DAN BUCKNER PARK PROJECT PHASE II**

WHEREAS, the City of Dickson, Tennessee, has received a Local Parks and Recreation Fund grant for improvements to J. Dan Buckner Park; and

WHEREAS, following a review of proposals and qualifications according to the City's policy, the administration recommends Hoar Construction, LLC to be the Construction Manager for the project under the terms and conditions of the Construction Manager at Risk contract in Exhibit "A" attached hereto.

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

SECTION 1. The Construction Manager at Risk contract with Hoar Construction, LLC for Phase II of the J. Dan Buckner Park project attached hereto in Exhibit "A" is hereby approved and accepted.

SECTION 2. The Mayor of the City of Dickson is authorized to sign and execute said Construction Manager at Risk contract with Hoar Construction, LLC and all documents and instruments necessary to its implementation.

SECTION 3. Payment for services within the scope of services contained in the Construction Manager at Risk contract is authorized subject to the terms and conditions contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 1st day of December, 2025.

ATTEST:

Chris Norman, RECORDER

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

AIA[®] Document A133[®] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 25th day of November in the year Two
Thousand Twenty-Five
(In words, indicate day, month, and year.)

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

The City of Dickson, Tennessee
600 East Walnut Street
Dickson, TN 37055

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

Hoar Construction, LLC
215 Centerview Drive, Suite 300
Brentwood, TN 37027

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

City of Dickson Buckner Park PH 2
120 Upper Lake Dr
Dickson, TN 37055

Description: Redevelopment of an existing portion of a park with 3 new ball fields,
parking lot, concession building, playground, covered batting cage building, and
associated supporting infrastructure.

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

Lyle Cook Martin Architects
310 Franklin St
Clarksville, TN 37040

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

Program elements for the Project will include 3 ball fields, a two story concession/restroom/office building, parking lot, covered batting cage facility, and playground. The program elements were developed by Kimley-Horn and the Owner during the Buckner Park Master Plan Development, and the plan was refined as part of the Local Parks and Recreation Grant Application for the project to the Tennessee Department of Environment and Conservation.

§ 1.1.2 The Project's physical characteristics:

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

The Project will be located on a portion of Buckner Park which is at the location of the current ball field 1, Upper Lake Dr, and the previous location of the Buckner Pool. A survey of the project area is available for the project which defines the known infrastructure and site conditions of the subject project area.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

\$6,000,000

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

.1 Design phase milestone dates, if any:

50% Design Development Plans:	November 2025
Completion of Construction Phase Plans:	April 2026

.2 Construction commencement date:

Buckner Park PH 2 Construction:	September 2026
---------------------------------	----------------

.3 Substantial Completion date or dates:

To be established in Guaranteed Maximum Price Amendment

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

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

N/A

§ 1.1.6.1 Intentionally omitted.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

David Travis, City Administrator
600 East Walnut Street
Dickson, TN 37055

and/or,

Bret Stock, P.E., Director of Public Works / City Engineer
600 East Walnut Street
Dickson, TN 37055

and/or,

Cooper Morris, P.E., Assistant Director of Public Works

600 East Walnut Street
Dickson, TN 37055

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

Bret Stock, P.E., Director of Public Works / City Engineer
600 East Walnut Street
Dickson, TN 37055

and/or,

Cooper Morris, P.E., Assistant Director of Public Works
600 East Walnut Street
Dickson, TN 37055

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

.1 Geotechnical Engineer:

ECS Southeast, LLC
1050 International Boulevard
Clarksville, TN 37040
Blake Morris, P.E., Group Manager
Bmorris1@ecslimited.com
(615) 693-9035

.2 Civil Engineer:

Kimley-Horn & Associates, Inc.
4031 Aspen Grove Dr, Suite 200
Franklin, TN 37067
john.patterson@kimley-horn.com
(615) 564-2701

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Landscape Architect & Site Electrical Engineer:
Kimley-Horn & Associates, Inc.
10 Lea Avenue, Suite 400
Nashville, TN 37210
Alisha Eley, PLA
alisha.eley@kimley-horn.com
(615) 564-2713

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Bradley A. Martin, AIA
310 Franklin St
Clarksville, TN 37040
bmartin@lylecookmartin.com
(931) 552-4771

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jason Bennett, Regional President
JBENNETT@HOAR.COM
215 Centerview Drive, Suite 300
Brentwood, TN 37027

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

N/A- Construction Manager may provide the staff in its discretion that are necessary to carry out the Preconstruction Services requirements in Article 3.1.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

Construction Manager shall share subcontractor bid tabulations with the Owner such that Owner has visibility on subcontract bid pricing and comparisons, and Owner reserves the right to object to the use of certain subcontractors with whom Owner has a reasonable objection in accordance with Article 5 of the A201. Consistent with TCA § 12-4-107(b)(3) work undertaken with respect to the Project shall be procured through competitive bids.

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may reasonably rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as including but not limited to the following sections: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3 and elsewhere in the Contract Documents. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price Amendment. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall, before proceeding with any portion of the Work affected thereby, promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing protocols for the development, use, transmission, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's and Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the

Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's and Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's and Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Owner's and Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 Intentionally omitted.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's and Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall

expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to both the Owner and Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« It is understood that the value-engineering pricing will be based on the assumption that the design of all accepted items will be implemented by the Architect within the timeframe necessary to allow for final pricing, material procurement, and installation in accordance with the proposed overall schedule. Contractor assumes no responsibility or liability for value engineering in terms of adherence to design intent, performance, coordination/interaction with other design components, or code compliance. Value engineering pricing does not include any design fees unless expressly stated otherwise.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 A proposed construction schedule for the Work in accordance with Section 3.3.2.2 and a submittal schedule in accordance with Section 3.10 of A201-2017, including the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's use as set forth in Section A.3.1.5.2 of the Guaranteed Maximum Price Amendment.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 As part of its Guaranteed Maximum Price proposal, the Construction Manager shall prepare and submit to the Owner and Architect a proposed construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner or Architect.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner or Architect.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and

Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect who shall thereafter consult with the Owner with respect to any necessary corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

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

§ 4.1.6 Intentionally omitted.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in

Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in this Contract.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Construction Manager shall be paid a lump-sum price of \$20,000 as compensation for its Preconstruction Phase services.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for the Construction Manager's Preconstruction Phase services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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

Prime Rate plus one percent (1 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee shall be three and twenty-five hundredths percent (3.25%) of the Cost of the Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

In the event of any changes in the Work, the Construction Manager's Fee shall remain three and twenty-five hundredths percent (3.25%) of the Cost of the Work as changed.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor mark-up for overhead and profit for such increases shall be limited to fifteen percent (15%) of the authorized and approved changes.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed eighty percent (80 %) of the standard rental rate paid at the place of the Project.

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

The Construction Manager acknowledges and agrees that the Owner will suffer damages if the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and that it is difficult to ascertain the extent of those damages in advance. Therefore, the Construction Manager shall pay the Owner liquidated damages of Five Hundred and 00/100 Dollars (\$500.00) per day for each and every day that Substantial Completion has not been achieved beginning fifteen (15) days after expiration of the Contract Time established in Section A.2.3 of the Guaranteed Maximum Price Amendment. The Construction Manager acknowledges and agrees that the liquidated damages stated in this Section 6.1.6 are not a penalty, but are a fair and reasonable estimate of the delay damages the Owner is expected to suffer in the event of delay.

The Owner and Construction Manager agree to the foregoing liquidated damages as Owner's sole and exclusive remedy for damages sustained by Owner as a result of Construction Manager's failure to achieve Substantial Completion of the Work by the date set forth above.

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

N/A, all savings shall accrue to the Owner.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Owner or Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

The parties anticipate mutually agreeing to specific rates for personnel and other stipulated Costs of the Work in the GMP Amendment.

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, or, except to the extent arising from (1) the Owner's failure to make timely payment, or (2) the Owner's request for the Construction Manager to become involved in a dispute, other than those arising between the Construction Manager and any Subcontractors or suppliers, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by any of the Contractor Parties, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, any of the Contractor Parties, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others, provided that any such non-recovery was not the Construction Manager's fault.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any director, member, stockholder, officer, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before

any such transaction is consummated or cost incurred. If the Owner, after such written notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or supplier, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, any of the Contractor Parties;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. Construction Manager shall notify the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project. Unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be

accepted, then the Construction Manager may require that a Change Order be issued to reasonably adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment and other provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, payments, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Notwithstanding anything to the contrary, to the extent the Contract Documents establish any rates, unit prices or lump sum amounts, such rates, unit price and lump sum amounts shall not be subject to audit, provided however, that the foregoing shall not be deemed to apply to audits to determine that any rate or unit price has been properly applied.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 Subject to other provisions of the Contract Documents and provided that an Application for Payment on AIA Document G702 is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Applications for Payment shall not include requests for payment for portions of the Work for which the Construction Manager does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Construction Manager intends to pay.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a payment or Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner or the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

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

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

5% Retainage will be withheld. Owner shall open, maintain and fund an interest-bearing escrow account in accordance with the Tennessee Retainage Statute, TCA § 66-34-103.

§ 11.1.8.1.1 The following items are not subject to retainage:

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

No retainage shall be withheld on the Construction Manager's general conditions/general requirements costs, insurance and bond costs or the Construction Manager's Fee.

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Upon mutual written agreement between Owner and the Construction Manager and before the Project's Substantial Completion date, reduction of retainage or payment in full, including release of applicable retainage, may be made to the Construction Manager for a particular Subcontractor's Work that is fully and satisfactorily completed, provided that the Construction Manager and Subcontractor provide a satisfactory complete release of all claims for such Work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Upon Substantial Completion of the Work, the Construction Manager will be paid all retainage, exclusive of a reasonable estimate of the Work to be completed and one hundred fifty percent (150%) of the value attributable to "punch list" work

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

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site or suitably stored off the site at a location approved in writing by the Owner.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Subject to other provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to

- satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2, certifying for payment the entire unpaid balance of the Contract Sum.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's or the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner or Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the undisputed amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 Subject to other provisions of the Contract Documents, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, and not otherwise caused by the fault of any of the Contractor Parties, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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

(Insert rate of interest agreed upon, if any.)

Prime Rate plus one percent (1 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A. The parties will not use the Initial Decision Maker process.

§ 12.2 Binding Dispute Resolution

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

- ☐ Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction in the county where the Project is located.
- ☐ Other: *(Specify)*

To the fullest extent permitted by law, each party hereby knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or legal proceeding arising out of or relating to this agreement or the transactions it contemplates. Each party acknowledges that this waiver is a material inducement to enter into this agreement and that each party has had an opportunity to consult with legal counsel regarding this waiver.

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed

sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Construction Manager shall include a similar termination for convenience clause in contracts with its Subcontractors, affording the Construction Manager the same rights of termination for convenience after the commencement of the Construction Phase but prior to the Owner's execution of the Guaranteed Maximum Price Amendment.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition precedent to receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition precedent to receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

N/A

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. Unless otherwise stated, where reference is made to a particular Article or Section, the reference means the corresponding Article or Section in the document where the reference appears.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, or to an entity affiliated with the Owner, if the lender or affiliate assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies required under Section 14.3.1.6 shall result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Excess/Umbrella Liability	\$5,000,000

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Intentionally omitted.

§ 14.5 Other provisions:

§ 14.5.1 The Owner and Construction Manager agree that any uncertainty or ambiguity in the Contract shall not be interpreted or construed against either of them because of their involvement in preparing the Contract.

§ 14.5.2 No act or failure to act by the Owner or Construction Manager constitutes a waiver of any right, remedy, obligation or duty afforded them under the Contract or Law, or approval of, or acquiescence in, any breach of contract or negligence of the other party, except as stated in the Contract or otherwise agreed in writing.

§ 14.5.3 The parties may sign this Agreement in counterparts. Together the counterparts shall constitute a complete document. Signatures transmitted electronically shall have the same effect as physical delivery of the paper bearing the original signatures.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

1. AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
2. AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
3. AIA Document A133™-2019, Exhibit B, Insurance and Bonds
4. AIA Document A201™-2017, General Conditions of the Contract for Construction

.5 Building Information Modeling Exhibit, if completed:

AIA Document E201™-2007, Digital Data Protocol Exhibit, is not applicable.

.6 Other Exhibits:

(Check all boxes that apply.)

- ☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

AIA Document E234™-2019, Sustainable Projects Exhibit, is not applicable.

- ☐ Supplementary and other Conditions of the Contract:

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

.7 Other documents, if any, listed below:

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

Exhibit C: Contractor's Standard Subcontractor Insurance Requirements

§ 15.3 The Contract Documents shall not be changed, amended, waived or otherwise modified in any respect unless approved in writing by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of the Construction Manager's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval or consent granted to the Construction Manager shall be limited to the specific matters approved in writing by the Owner, and shall not relieve the Construction Manager of any other duties or obligations under the Contract Documents. No "constructive changes" shall be recognized or allowed.

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:43:14 CST on 11/25/2025.

Changes to original AIA text

PAGE 1

PAGE 4

<u>50% Design Development Plans:</u>	<u>November 2025</u>
<u>Completion of Construction Phase Plans:</u>	<u>April 2026</u>
<u>Buckner Park PH 2 Construction:</u>	<u>September 2026</u>

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~Intentionally omitted.

PAGE 5

PAGE 6

Jason Bennett, Regional President

JBENNETT@HOAR.COM

215 Centerview Drive, Suite 300

§ 1.2 The Owner and Construction Manager may reasonably rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

PAGE 7

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as ~~follows~~including but not limited to the following sections: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3 and elsewhere in the Contract Documents. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price Amendment. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall, before proceeding with any portion of the Work affected thereby, promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

PAGE 8

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written~~ protocols for the development, use, transmission, ~~reliance~~, and exchange of digital data, including building information models for the Project.

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's and Architect's review and the Owner's

acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's and Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's and Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Owner's and Architect's review and the Owner's approval.

PAGE 9

~~§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~Intentionally omitted.

The Construction Manager shall prepare, for the Owner's and Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to both the Owner and Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

« It is understood that the value-engineering pricing will be based on the assumption that the design of all accepted items will be implemented by the Architect within the timeframe necessary to allow for final pricing, material procurement, and installation in accordance with the proposed overall schedule. Contractor assumes no responsibility or liability for value engineering in terms of adherence to design intent, performance, coordination/interaction with other design components, or code compliance. Value engineering pricing does not include any design fees unless expressly stated otherwise.

PAGE 10

- .1 A list of the Drawings and Specifications, including all Addenda thereto, ~~and the Conditions of the Contract;~~
- .4 ~~The~~A proposed construction schedule for the Work in accordance with Section 3.3.2.2 and a

submittal schedule in accordance with Section 3.10 of A201-2017, including the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's ~~exclusive use to cover those costs that are included in~~ as set forth in Section A.3.1.5.2 of the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order Amendment.

PAGE 11

§ 3.3.2.2 ~~Upon the execution of the~~ As part of its Guaranteed Maximum Price ~~Amendment proposal,~~ the Construction Manager shall prepare and submit to the Owner and Architect a proposed construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner or Architect.

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner or Architect.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. ~~The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a who shall thereafter consult with the Owner with respect to any necessary corresponding change in the Project's scope and quality.~~

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

PAGE 12

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

§ 4.1.6 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~ Intentionally omitted.

The Owner shall retain an Architect to provide services, duties and responsibilities as described in ~~AIA Document B133™ 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.~~ this Contract.

Construction Manager shall be paid a lump-sum price of \$20,000 as compensation for its Preconstruction Phase services.

PAGE 13

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(twelve~~ (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.1 Unless otherwise agreed, payments for the Construction Manager's Preconstruction Phase services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid - ~~(thirty (30) days~~ after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

~~-%Prime Rate plus one percent (1 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.~~

Subcontractor mark-up for overhead and profit for such increases shall be limited to fifteen percent (15%) of the authorized and approved changes.

The Owner and Construction Manager agree to the foregoing liquidated damages as Owner's sole and exclusive remedy for damages sustained by Owner as a result of Construction Manager's failure to achieve Substantial Completion of the Work by the date set forth above.

PAGE 14

§ 6.3.1.1 The Owner or Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

PAGE 15

The parties anticipate mutually agreeing to specific rates for personnel and other stipulated Costs of the Work in the GMP Amendment.

PAGE 16

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, or, except to the extent arising from (1) the Owner's failure to make timely payment, or (2) the Owner's request for the Construction Manager to become involved in a dispute, other than those arising between the Construction Manager and any Subcontractors or suppliers, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

PAGE 17

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by ~~the Construction Manager, Subcontractors, or suppliers~~ any of the Contractor Parties, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, ~~any of the Construction Manager Contractor Parties~~, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others, provided that any such non-

recovery was not the Construction Manager's fault.

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any director, member, stockholder-in, officer, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such written notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or ~~vendors~~supplier, unless the Owner has provided prior approval;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, ~~the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable~~any of the Contractor Parties;

PAGE 18

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. Construction Manager shall notify the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project. Unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to reasonably adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment and other provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate

all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, payments, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Notwithstanding anything to the contrary, to the extent the Contract Documents establish any rates, unit prices or lump sum amounts, such rates, unit price and lump sum amounts shall not be subject to audit, provided however, that the foregoing shall not be deemed to apply to audits to determine that any rate or unit price has been properly applied.

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

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

PAGE 19

§ 11.1.3 ~~Provided~~ Subject to other provisions of the Contract Documents and provided that an Application for Payment on AIA Document G702 is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Applications for Payment shall not include requests for payment for portions of the Work for which the Construction Manager does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Construction Manager intends to pay.

PAGE 20

- .2 The amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a payment or Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner or the Owner's auditors in such documentation; and

5% Retainage will be withheld. Owner shall open, maintain and fund an interest-bearing escrow account in accordance with the Tennessee Retainage Statute, TCA § 66-34-103.

No retainage shall be withheld on the Construction Manager's general conditions/general requirements costs, insurance and bond costs or the Construction Manager's Fee.

Upon mutual written agreement between Owner and the Construction Manager and before the Project's Substantial Completion date, reduction of retainage or payment in full, including release of applicable retainage, may be made to the Construction Manager for a particular Subcontractor's Work that is fully and satisfactorily completed, provided that the Construction Manager and Subcontractor provide a satisfactory complete release of all claims for such Work.

Upon Substantial Completion of the Work, the Construction Manager will be paid all retainage, exclusive of a reasonable estimate of the Work to be completed and one hundred fifty percent (150%) of the value attributable to "punch list" work.

~~§ 11.1.9~~ If final completion of the Work is materially delayed through no fault of the ~~Construction Manager~~ ~~Contractor Parties~~, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

~~§ 11.1.10~~ Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site or suitably stored off the site at a location approved in writing by the Owner.

PAGE 21

~~§ 11.2.1~~ ~~Final~~ Subject to other provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2, certifying for payment the entire unpaid balance of the Contract Sum.

~~§ 11.2.2~~ Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall ~~conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.~~

~~§ 11.2.2.3~~ If the Owner's or the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount ~~without seeking an initial decision~~ pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the ~~Owner or Owner's auditors~~ becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the undisputed amount certified in the Architect's final Certificate for Payment.

~~§ 11.2.3~~ ~~The~~ Subject to other provisions of the Contract Documents, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~

~~§ 11.2.4~~ If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, and not otherwise caused by the fault of any of the Contractor Parties, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

PAGE 22

~~-%~~ Prime Rate plus one percent (1 %) per annum, but not to exceed the maximum rate allowed by Law, with the

Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. ~~However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

[X] Litigation in a court of competent jurisdiction in the county where the Project is located.

PAGE 23

The Construction Manager shall include a similar termination for convenience clause in contracts with its Subcontractors, affording the Construction Manager the same rights of termination for convenience after the commencement of the Construction Phase but prior to the Owner's execution of the Guaranteed Maximum Price Amendment.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition ~~of precedent to~~ receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

PAGE 24

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition ~~of precedent to~~ receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. Unless otherwise stated, where reference is made to a particular Article or Section, the reference means the corresponding Article or Section in the document where the reference appears.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, ~~or to an entity affiliated with the Owner,~~ if the lender ~~or affiliate~~ assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3.1.1 Commercial General Liability with policy limits of ~~not less than (\$ One Million Dollars (\$ 1,000,000)~~ for each occurrence and ~~(\$ Two Million Dollars (\$ 2,000,000)~~ in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of ~~not less than~~ ~~(\$ One Million Dollars (\$ 1,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies required under Section 14.3.1.6 shall result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ each accident, ~~(\$ One Million Dollars (\$ 1,000,000)~~ each employee, and ~~(\$ One Million Dollars (\$ 1,000,000)~~ policy limit.

Coverage	Limits
<u>Excess/Umbrella Liability</u>	<u>\$5,000,000</u>

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

~~§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: (If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~ Intentionally omitted.

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

§ 15.3 The Contract Documents shall not be changed, amended, waived or otherwise modified in any respect unless approved in writing by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of the Construction Manager's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval or consent granted to the Construction Manager shall be limited to the specific matters approved in writing by the Owner, and shall not relieve the Construction Manager of any other duties or obligations under the Contract Documents. No "constructive changes" shall be recognized or allowed.

Variable Information

AGREEMENT made as of the 25th day of November in the year Two Thousand Twenty-Five

The City of Dickson, Tennessee

600 East Walnut Street

Dickson, TN 37055

Hoar Construction, LLC

215 Centerview Drive, Suite 300

Brentwood, TN 37027

City of Dickson

Buckner Park PH 2

120 Upper Lake Dr

Dickson, TN 37055

Description: Redevelopment of an existing portion of a park with 3 new ball fields, parking lot, concession building, playground, covered batting cage building, and associated supporting infrastructure.

Lyle Cook Martin Architects

310 Franklin St

Clarksville, TN 37040

PAGE 3

Program elements for the Project will include 3 ball fields, a two story concession/restroom/office building, parking lot, covered batting cage facility, and playground. The program elements were developed by Kimley-Horn and the Owner during the Buckner Park Master Plan Development, and the plan was refined as part of the Local Parks and Recreation Grant Application for the project to the Tennessee Department of Environment and Conservation.

PAGE 4

The Project will be located on a portion of Buckner Park which is at the location of the current ball field 1, Upper Lake Dr, and the previous location of the Buckner Pool. A survey of the project area is available for the project which defines the known infrastructure and site conditions of the subject project area.

\$6,000,000

50% Design Development Plans: November 2025

Completion of Construction Phase Plans: April 2026

Buckner Park PH 2 Construction: September 2026

To be established in Guaranteed Maximum Price Amendment

N/A

N/A

N/A

N/A

David Travis, City Administrator

600 East Walnut Street

PAGE 5

Dickson, TN 37055

and/or,

Bret Stock, P.E., Director of Public Works / City Engineer

600 East Walnut Street

Dickson, TN 37055

and/or,

Cooper Morris, P.E., Assistant Director of Public Works

600 East Walnut Street

Dickson, TN 37055

Bret Stock, P.E., Director of Public Works / City Engineer

600 East Walnut Street

Dickson, TN 37055

and/or,

Cooper Morris, P.E., Assistant Director of Public Works

600 East Walnut Street

Dickson, TN 37055

ECS Southeast, LLC

1050 International Boulevard

Clarksville, TN 37040

Blake Morris, P.E., Group Manager

Bmorris1@ccslimited.com

(615) 693-9035

Kimley-Horn & Associates, Inc.

4031 Aspen Grove Dr, Suite 200

Franklin, TN 37067

john.patterson@kimley-horn.com

(615) 564-2701

PAGE 6

Landscape Architect & Site Electrical Engineer:

Kimley-Horn & Associates, Inc.

10 Lea Avenue, Suite 400

Nashville, TN 37210

Alisha Eley, PLA

alisha.eley@kimley-horn.com

(615) 564-2713

Bradley A. Martin, AIA

310 Franklin St

Clarksville, TN 37040

bmartin@lylecookmartin.com

(931) 552-4771

N/A- Construction Manager may provide the staff in its discretion that are necessary to carry out the Preconstruction Services requirements in Article 3.1.

Construction Manager shall share subcontractor bid tabulations with the Owner such that Owner has visibility on subcontract bid pricing and comparisons, and Owner reserves the right to object to the use of certain subcontractors with whom Owner has a reasonable objection in accordance with Article 5 of the A201. Consistent with TCA § 12-4-107(b)(3) work undertaken with respect to the Project shall be procured through competitive bids.

N/A

PAGE 13

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~twelve~~

(12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid - ~~(thirty (30)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

~~-%Prime Rate plus one percent (1 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.~~

The Construction Manager's Fee shall be three and twenty-five hundredths percent (3.25%) of the Cost of the Work.

In the event of any changes in the Work, the Construction Manager's Fee shall remain three and twenty-five hundredths percent (3.25%) of the Cost of the Work as changed.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed eighty percent (80 %) of the standard rental rate paid at the place of the Project.

The Construction Manager acknowledges and agrees that the Owner will suffer damages if the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and that it is difficult to ascertain the extent of those damages in advance. Therefore, the Construction Manager shall pay the Owner liquidated damages of Five Hundred and 00/100 Dollars (\$500.00) per day for each and every day that Substantial Completion has not been achieved beginning fifteen (15) days after expiration of the Contract Time established in Section A.2.3 of the Guaranteed Maximum Price Amendment. The Construction Manager acknowledges and agrees that the liquidated damages stated in this Section 6.1.6 are not a penalty, but are a fair and reasonable estimate of the delay damages the Owner is expected to suffer in the event of delay.

PAGE 14

N/A, all savings shall accrue to the Owner.

PAGE 15

The parties anticipate mutually agreeing to specific rates for personnel and other stipulated Costs of the Work in the GMP Amendment.

PAGE 19

§ 11.1.3 ~~Provided~~Subject to other provisions of the Contract Documents and provided that an Application for Payment on AIA Document G702 is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 22

~~-%Prime Rate plus one percent (1 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.~~

N/A. The parties will not use the Initial Decision Maker process.

[X] Litigation in a court of competent jurisdiction in the county where the Project is located.

To the fullest extent permitted by law, each party hereby knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or legal proceeding arising out of or relating to this agreement or the transactions it contemplates. Each party acknowledges that this waiver is a material inducement to enter into this agreement and that each party has had an opportunity to consult with legal counsel regarding this waiver.

PAGE 24

N/A

§ 14.3.1.1 Commercial General Liability with policy limits of ~~not less than (\$ One Million Dollars (\$ 1,000,000)~~ for each occurrence and ~~(\$ Two Million Dollars (\$ 2,000,000)~~ in the aggregate for bodily injury and property damage.

PAGE 25

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of ~~not less than (\$ One Million Dollars (\$ 1,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ each accident, ~~(\$ One Million Dollars (\$ 1,000,000)~~ each employee, and ~~(\$ One Million Dollars (\$ 1,000,000)~~ policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than N/A (\$) per claim and (\$) in the aggregate.

Coverage	Limits
<u>Excess/Umbrella Liability</u>	<u>\$5,000,000</u>

§ 14.5.1 The Owner and Construction Manager agree that any uncertainty or ambiguity in the Contract shall not be interpreted or construed against either of them because of their involvement in preparing the Contract.

§ 14.5.2 No act or failure to act by the Owner or Construction Manager constitutes a waiver of any right, remedy, obligation or duty afforded them under the Contract or Law, or approval of, or acquiescence in, any breach of contract or negligence of the other party, except as stated in the Contract or otherwise agreed in writing.

PAGE 26

§ 14.5.3 The parties may sign this Agreement in counterparts. Together the counterparts shall constitute a complete document. Signatures transmitted electronically shall have the same effect as physical delivery of the paper bearing the original signatures.

AIA Document E201™–2007, Digital Data Protocol Exhibit, is not applicable.

AIA Document E234™–2019, Sustainable Projects Exhibit, is not applicable.

Exhibit C: Contractor's Standard Subcontractor Insurance Requirements

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:43:14 CST on 11/25/2025 under Order No. 20250097452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

CITY OF DICKSON

600 EAST WALNUT STREET • DICKSON, TN 37055

Phone (615) 441-9504

PURCHASE ORDER NO. 110723

To: WaveTronix

Ship To: Public Works

WARNING
This Purchase Order Number
Must Appear On Each Carton,
Packing Slip and Invoice.

Vendor No.: W-292

Requested By: JS

Date 11.3.25

ITEM NO.	QTY.	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL	ACCOUNT NO.	RECEIVED
1			Traffic Sensors for Hwy		29,825.00	SSA	
2			70 and Pond Rd.				
3			- Matrix sensor -				
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Order Must Be Filled in Quantities Listed
and Must Not Be Filled At Higher Prices

TOTAL PRICE 29,825.00

TAX EXEMPT

WHITE - Vendor
GREEN - Dept. Perm.
YELLOW - Dept. Temp.
PINK - Treas. / File Copy
GOLD - Treas. / Voucher

Purchasing Agent Bur m. D.



PROFORMA INVOICE

Order TBD
Date 11/14/2025

1827 W 650 N
Springville, UT 84663

Bill To:
Dickson, City, TN
600 East Walnut Street
Dickson, Tennessee 37055
United States
615-441-9504

Ship To:
City of Dickson
600 East Walnut Street
Dickson, TN 37055
United States
615-441-9504

PO#: 110723

Reference #:

<u>Contact – Email</u>	<u>Phone #</u>	<u>Ship Method</u>	<u>Pay Terms</u>	<u>Req Ship Date</u>	<u>Job No.</u>
Brantley Lawrence - brantley.lawrence@wavetronix.com		Best Way	Net 30	TBD	

<u>Ordered</u>	<u>Item Number</u>	<u>Description</u>	<u>Unit Price</u>	<u>Discount</u>	<u>Net Unit Price</u>	<u>Ext. Price</u>
Hwy 70 and Pond Rd						\$29,825.00
4	SS-225	SmartSensor Matrix				
4	101-0478	Smart Sensor Triaxial Mount				
4	SS-710	Sensor Cable Junction Box				
4	SS-704-006	Cable, 6ft, 12-8 pin, 6 conductor				
1	102-0594	Arc6				
4	102-0562	SmartSensor Surge v2				
1	310-0419	Cable, 4', SDLC, straight connector				
1	SS-705-001	SmartSensor 6 conductor cable, 1000' spool				

Special Instructions

TN -City of Dickson - Hwy 70 and Pond Rd - Matrix

Subtotal \$29,825.00
Discount \$0.00
Sales Tax \$0.00
Freight \$0.00
Total \$29,825.00

See www.wavetronix.com for standard Terms & Conditions, effective as of date of this document

CITY OF DICKSON

600 EAST WALNUT STREET • DICKSON, TN 37055

Phone (615) 441-9504

PURCHASE ORDER NO. 110749

To: WaveTronix

Ship To: Public Works

WARNING
This Purchase Order Number
Must Appear On Each Carton,
Packing Slip and Invoice.

Vendor No.: W-292

Requested By: JS

Date 11.20.25

ITEM NO.	QTY.	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL	ACCOUNT NO.	RECEIVED
1			Radar Detection System for Thorton Drive and Hwy 46. - XP21 System -		14,230.00	SSA	
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Order Must Be Filled in Quantities Listed
and Must Not Be Filled At Higher Prices

TOTAL PRICE 14,230.00

TAX EXEMPT

WHITE - Vendor
GREEN - Dept. Perm.
YELLOW - Dept. Temp.
PINK - Treas. / File Copy
GOLD - Treas. / Voucher

Purchasing Agent

Burt M. D.



PROFORMA INVOICE

Order 10034173
Date 11/18/2025

1827 W 650 N
Springville, UT 84663

Bill To:
Dickson, City, TN
600 East Walnut Street
Dickson, Tennessee 37055
United States
615-441-9504

Ship To:
City of Dickson
600 East Walnut Street
Dickson, TN 37055
United States
615-441-9504

PO#: TBD

Reference #:

<u>Contact – Email</u>	<u>Phone #</u>	<u>Ship Method</u>	<u>Pay Terms</u>	<u>Req Ship Date</u>	<u>Job No.</u>
Brantley Lawrence - brantley.lawrence@wavetronix.com		Best Way	Net 30	TBD	

<u>Ordered</u>	<u>Item Number</u>	<u>Description</u>	<u>Unit Price</u>	<u>Discount</u>	<u>Net Unit Price</u>	<u>Ext. Price</u>
*Option B using XP21 - Radar Detection System						\$14,230.00
1	101-0479	XP21				
1	102-0597	Arc2				
1	102-0614	ARC Surge EL2 v2				
1	310-0419	Cable, 4', SDLC, straight connector				
1	101-0496	Expanse Link Cable - 100 ft				

Special Instructions

TN-City of Dickson-Thornton Drive and HWY 46-OPTIONS

Subtotal	\$14,230.00
Discount	\$0.00
Sales Tax	\$0.00
Freight	\$0.00
Total	\$14,230.00

See www.wavetronix.com for standard Terms & Conditions, effective as of date of this document

2026 Meeting Schedule

Month	City Council	Reschedule	Finance	Reschedule
January	5	NA	19	22 (if needed)
February	2	NA	16	19 (if needed)
March	2	NA	16	NA
April	6	NA	20	NA
May	4	NA	18	NA
June	1	NA	15	NA
July	6	NA	20	NA
August	3	NA	17	NA
September	7	1	21	NA
October	5	NA	19	NA
November	2	NA	16	NA
December	7	NA	21	NA

Holiday	Date	City Observance
New Year's Day	Thursday, Jan. 1, 2026	Thursday, Jan. 1, 2026
Martin Luther King Jr. Day	Monday, Jan. 19, 2026	Monday, Jan. 19, 2026
Presidents Day	Monday, Feb. 16, 2026	Monday, Feb. 16, 2026
Good Friday	Friday, April 3, 2026	Friday, April 3, 2026
Memorial Day	Monday, May 25, 2026	Monday, May 25, 2026
Independence Day	Saturday, July 4, 2026	Friday, July 3, 2026
Labor Day	Monday, Sept. 7, 2026	Monday, Sept. 7, 2026
Thanksgiving	Thursday, Nov. 26, 2026	Thursday, Nov. 26, 2026
Day after Thanksgiving	Friday, Nov. 27, 2026	Friday, Nov. 27, 2026
Christmas Eve	Thursday, Dec. 24, 2026	Thursday, Dec. 24, 2026
Christmas Day	Friday, Dec. 25, 2026	Friday, Dec. 25, 2026