



SUMNER COUNTY COMMISSION

355 N. Belvedere Drive – Room 111
Gallatin, Tennessee 37066-5410

The following minutes are included in this packet:

Commissioners

- Terry Moss – 1st*
- Terry Wright – 2nd*
- Mark Harrison – 3rd*
- Dillon Lamberth – 4th*
- Darrell Rogers – 5th*
- David Klein – 6th*
- Danny Sullivan – 7th*
- Baker Ring – 8th*
- Dr. Mary Genung – 9th*
- Benjamin Harris – 10th*
- Kevin Pomeroy – 11th*
- Deborah Holmes – 12th*
- Terri Boyt – 13th*
- Dr. Jamie Teachenor – 14th*
- J. Wes Wynne – 15th*
- Jeremy Mansfield – 16th*
- Robert Brown III – 17th*
- Don Schmit – 18th*
- Shannon Burgdorf – 19th*
- Merrol Hyde – 20th*
- Jerry Becker – 21st*
- Matthew Shoaf – 22nd*
- Tim Jones – 23rd*
- Chrissi Miller – 24th*

Beer Board.....April 15

Committee on Committees.....April 8

Education.....April 1

General Operations.....April 1

Health & Emergency Services.....April 1

Legislative Committee.....April 8

MINUTES
APRIL 15, 2024
BEER BOARD
CHAIRMAN BAKER RING

Present:

Baker Ring, Chairman
Shannon Burgdorf, Vice-Chairman
Terry Moss

Absent:

Jerry Becker
Kevin Pomeroy

Also Present:

Eric Sitler, Law Director

The regular meeting of the Beer Board was brought to order by Chairman Ring on Monday, April 15, 2024, at 6:30 p.m. in the Sumner County Administration Building in Gallatin. A quorum was present.

Agenda. Upon motion of Comm. Burgdorf, seconded by Comm. Moss, the Board voted unanimously to approve the agenda.

Minutes of February 26, 2024. Upon motion of Comm. Burgdorf, seconded by Comm. Moss, the Board approved unanimously the minutes for February 26, 2024.

Recognition of the Public. None

II. Old Business.

III. New Business.

A. Beer Applications.

The purpose of the meeting was to discuss and vote on the beer application of the following:

Pharmers Market LLC, located at 6460 Old Highway 31E, Bethpage, TN 37022. This permit is for off premises consumption.

Upon motion of Comm. Moss, seconded by Comm. Burgdorf, the Board voted unanimously to approve the beer permit for Pharmers Market LLC.

Adjournment. Chairman Ring declared the meeting adjourned at 6:33 p.m. upon motion of Comm. Moss and seconded by Comm. Burgdorf.

Prepared by Jennifer Mitchell

**COMMITTEE ON COMMITTEES
MINUTES
JEREMY MANSFIELD, CHAIRMAN
APRIL 8, 2024**

Present:

Jeremy Mansfield, Chairman
Chrissi Miller, Vice-Chairman
Dr. Mary Genung
Deborah Holmes
Dr. Jamie Teachenor

Also Present:

Eric Sitler, Law Director
Steve Weiner, Staff Attorney
Jennifer Mitchell, minute taker

Chairman Mansfield brought the regular scheduled meeting of Committee on Committees to order with an invocation by Comm. Genung on Monday, April 8, 2024, at 5:00 p.m. Chairman Mansfield declared a quorum to conduct business.

Agenda.

Upon motion of Comm. Miller, seconded by Comm. Holmes, the Committee voted unanimously to approve the agenda as amended.

Approval of Minutes of March 11, 2024. Upon motion of Comm. Miller, seconded by Comm. Teachenor, the Committee voted unanimously to approve the minutes of March 11, 2024.

Public Recognition.

David Klein of 398 Branham Mill Road, Chairman of Planning Commission, read a statement about the Planning Commission, the mention that it is operating illegally and the need to fulfill the vacancies. Statement attached.

Report of the Chairman.

Chairman Mansfield explained if the Commission does not appoint this month, then the recommendations default to County Mayor. He stated he has no objection to the County Mayor making the appointments.

Comm. Genung moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

After discussion, no action was taken.

Report of the County Mayor. Not present

8. Old Business.

a. Appointments.

Regional Planning Commission 4-year term.

- Replacement for Luther Bratton
- Replacement for Mike Honeycutt

Without objection, Chairman Mansfield requested to keep on old business.

Comm. Miller moved, seconded by Comm. Holmes, to discuss. The motion carried unanimously.

After discussion, no action was taken.

9. New Business.

a. Appointments.

Sumner County Library Board of Trustees – 3-year term.

- Mike Bryan to replace Ruth Fennell
- Pam Teller to replace Diane Johnson
- Eric Stockton to replace Debbie Martin
- Kay Brooks to replace Bruce Carter
- Mike Ray to replace Beth Key

Comm. Miller moved, seconded by Comm. Teachenor, to discuss. The motion carried unanimously.

After discussion, Comm. Holmes moved, seconded by Comm. Teachenor, to forward Pam Teller to the full Commission with a positive recommendation. The motion carried unanimously.

Comm. Holmes moved, seconded by Comm. Miller, to defer other recommendations to next month. The motion carried unanimously.

10. Adjournment. Upon motion of Comm. Miller, seconded by Comm. Holmes, the Committee adjourned at 5:27 p.m.

RECOGNITION OF THE PUBLIC

SPEAK ONLY TO ITEMS ON THE AGENDA

MEETING DATE: 4/8/24 COMMITTEE ON COMMITTEES

	NAME	COMPLETE ADDRESS & TELEPHONE #	AGENDA ITEM
1	DAVID KLEIN	398 Braugham Mill Rd	8a
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4/8/2024

From: David Klein
Chairman of Sumner County Regional Planning Commission

To: Sumner County Committee on Committees

On February 20, 2024 at our regularly scheduled Planning Commission Meeting, Mayor Isbell was the first to speak during "Public Comments". He warned the Planning Commission that we were opening up a liability position and that we should "Cease all operations until such time as we become compliant with State Law TCA 13-3-101".

A week later (on February 26, 2024), during the regularly scheduled County Commission Meeting, after announcing that both of his selections for the Planning Commission had withdrawn due to "Negative Recommendations" by this Committee, the Mayor again stated that the Planning Commission was operating illegally. In his final statement to Chairman Hyde he said, "Before I submit another citizen's name I ask that you direct the Committee to provide a list of the approved businesses and industries that I can pick from, to bring citizens on board to serve in this capacity".

Two weeks later (March 11, 2024) during the regularly scheduled Committee on Committees meeting, Chairman Mansfield read a pre-written statement that he had composed responding to the mayor's request to Chairman Hyde. In his statement he made three points:

- 1.) Candidates should be chosen as to avoid conflicts of interest.
- 2.) Candidates should not be able to abuse power.
- 3.) Candidates should not be chosen if there is a perception of impropriety.

Chairman Mansfield specifically stated that any ties to the Construction Industry, as in Developers, Builders and Real Estate Sales could be problematic.

As an audience member, I thoroughly understood what the chairman was stating. In closing his statement on the subject, he identified two members of the public who had sent in resumes that, if presented at that meeting, would have gotten a positive recommendation. As the minutes show, the mayor did not put those names forward.

In order for the Sumner County Regional Planning Commission to properly function, we need to get past this dark cloud we are sitting under. If we are operating illegally, as the mayor has stated, then everything we've done since the end of 2022 can be legally challenged. Some things, like revising the zoning code, is a recommendation to the full commission. I believe it might be difficult to prove that a recommendation such as that could be reversed; since we are not the final say on the matter. However, last month we approved the "Final Plat" on the Liberty School Complex. We are the final say on that. If tested in court, I could see where a reversal could be possible.

The law is clear that the mayor puts forward his candidates and the Commission votes up or down on those candidates. These are the checks and balances the state of Tennessee has designed into the county government system. The mayor has asked and the committee has answered on what they are looking for in acceptable candidates for the two remaining positions. It seems to me that we should be able to fill these spots tonight. As Chairman of the Sumner County Regional Planning Commission, I am requesting that you please get this done!

[Home](#) → [Government](#) → [Boards & Committees](#) → Equalization Board

Boards & Committees

Committee

Equalization Board

Purpose

The county board of equalization is the first level of administrative appeal for all complaints regarding the assessment, classification and valuation of property for tax purposes. Board duties include examining and equalizing county assessments, assuring that all taxable properties are included on the assessment lists, eliminating exempt properties from taxation, hearing complaints of aggrieved taxpayers, decreasing over-assessed property, increasing under-

Board & Committee Listing

[2012 Financial Management, Investment, and Purchasing Committee](#)

[Agricultural Extension Service Committee](#)

[Animal Control Ad-Hoc Committee](#)

[Audit Committee](#)

[Beer Board](#)

assessed property and correcting clerical mistakes. T.C.A. §§ 67-1-401 *et seq.*, 67-5-1401 *et seq.*

Committee Creation & Term Expiration

T.C.A. §67-1-401
 NO County Commissioners
 2 Year Term
 5 Members – Freeholders and Taxpayers And 2 Alternates

Appointed and Elected By

County Commission Must Elect Members in April of Each Even-Numbered Year or County Mayor Appoints

Present Members

Judi Bell
 April 2024 – 2 Years
 James Ramsey, Chairman
 April 2024 – 2 Years
 Michelle Haynes, Gallatin
 April 2024 – 2 Years
 Phillip Bradshaw
 April 2024 – 2 Years
 Oliver Barry
 May 2025
 Radford Garrott
 Troy Smith, alternate
 May 2025

[Board of Construction Appeals](#)

[Board of Zoning Appeals](#)

[Budget Committee](#)

[Civil Service Board](#)

[Code of Ethics & Conduct Committee](#)

[Committee on Committees](#)

[Courtroom Security](#)

[Delinquent Tax Committee](#)

[Design Review Committee](#)

[Castalian Springs](#)

[Education Committee](#)

[Emergency Communications](#)

[District Board](#)

[Employee Benefits Committee](#)

[Equalization Board](#)

[General Operations Committee](#)

[Health &](#)

**MINUTES
EDUCATION COMMITTEE
CHAIRMAN, ROBERT BROWN III
APRIL 1, 2024**

Present:

Robert Brown, III, Chairman
Shannon Burgdorf, Vice-Chairman
Jerry Becker
Dillon Lamberth
Darrell Rogers
Don Schmit
Danny Sullivan

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Steve Weiner, Staff Attorney
Merrol Hyde, Commission Chairman
Scott Langford, Director of Schools
Jennifer Mitchell, minute taker

Chairman Brown brought the regular meeting of the Education Committee to order with an invocation by Comm. Lamberth on Monday, April 1, 2024, at 6:00 p.m. in the Sumner County Administration building in Gallatin. Chairman Brown declared a quorum to conduct business.

3. Adoption of the Agenda.

Upon motion of Comm. Rogers, seconded by Comm. Lamberth, the Committee voted unanimously to approve the agenda.

4. Approval of Minutes February 5, 2024.

Comm. Rogers moved, seconded by Comm. Schmit, to approve the minutes from February 5, 2024. The Committee voted unanimously to approve the February 5, 2024, minutes.

5. Recognition of the Public.

Kay Brooks of 123 Trousdale, Hendersonville urged the Committee to vote against the resolution opposing the Freedom Act.

Kevin Baigert of 424 AB Wade Road, Portland expressed his concerns with renting bleachers and stated run off issue needs to be fixed for property owner by Liberty Creek School. He also stated he is against opposing the Freedom Act before details are known.

Steven King of 123 Wynlands Circle, Goodlettsville, School Board Member spoke in favor of Budget Amendment #2 and asked for approval.

6. Report of the Chairman. No report

7. Report of County Mayor. No report

8. Report of Director of Schools.

Director of Schools Scott Langford reported the sewage is hooked up for Liberty Creek High School. He also stated the runoff problem will be addressed for Mr. Jones. He also thanked Commissioner Schmit for keeping Sebastin at the forefront of social media.

9. Old Business.

10. New Business.

a. Sumner County Board of Education Amendments (for information only).

1. Budget Amendment 142 (pages 4-17)
2. Budget Amendment 205 (pages 18-25)
3. Budget Amendment 225 (pages 26-37)
4. Budget Amendment 226 (pages 38-44)
5. Budget Amendment 238 (pages 45-51)
6. Budget Amendment 240 (pages 52-57)
7. Budget Amendment 255 (pages 58-65)

No action needed.

b. Sumner County Board of Education Amendments (for approval)

1. Budget Amendment 2 (pages 66-81)

Comm. Becker moved, seconded by Comm. Sullivan, to approve item 10b1.

Comm. Schmit moved, seconded by Comm. Sullivan, to suspend the rules to allow Director of Schools Scott Langford to speak to the temporary press boxes in Portland and Hendersonville.

Mr. Langford also explained insurance money would be received for Beech High School visitors side only with a \$50,000.00 advance already received.

Chairman Brown brought the meeting back in session.

The Committee voted unanimously to approve item 10b1.

c. Opposing Governor Lee Education Freedom Act. (pages 82-83).

Comm. Rogers moved, seconded by Comm. Burgdorf, to discuss. The motion carried unanimously.

After discussion, no action taken.

11. Adjournment.

Chairman Brown declared the Committee adjourned at 6:25 p.m. upon motion of Comm. Becker and seconded by Comm. Rogers.

Prepared by Jennifer Mitchell

RECOGNITION OF THE PUBLIC
*****SPEAK ONLY TO ITEMS ON THE AGENDA*****

MEETING DATE: 4-1-24 Education

	NAME	COMPLETE ADDRESS & TELEPHONE #	AGENDA ITEM
1	Kay Brooks	123 Trousdale Nendville	Ed Resolution-choice BUDGET TRAFFIC
2	Kevin Barger	424 AD WADERS PAINAD	2 million for Beach BOJ LEE RESERVATION
3	Steven King	123 Wynlands Cir. Goodlettsville	Budget 2
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**MINUTES
GENERAL OPERATIONS COMMITTEE
DAVID KLEIN, CHAIRMAN
APRIL 1, 2024**

Present:

David Klein, Chairman
Chrissi Miller, Vice-Chairman
Mark Harrison
Deborah Holmes
Tim Jones
Terry Moss
Don Schmit

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Merrol Hyde, Commission Chairman
Jennifer Mitchell, minute taker

Chairman Klein brought the regular scheduled meeting of the General Operations Committee to order with an invocation by County Mayor John Isbell on Monday, April 1, 2024, at 7:00 p.m. in the Sumner County Administration Building. Chairman Klein declared a quorum present to conduct business.

3. Approval of Agenda.

Comm. Miller moved, seconded by Comm. Jones, to approve the agenda. The motion carried unanimously.

4. Approval of the Minutes of March 4, 2024.

Upon motion of Comm. Miller, seconded by Comm. Jones, the Committee voted (6-0-1) to approve the minutes of March 4, 2024. Comm. Harrison abstained from the vote.

5. Report of Chairman. No report

6. Report of County Mayor.

County Mayor John Isbell gave an update of capital projects and ARPA projects. He also handed out a detailed list which is attached.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

There was brief discussion about the price of the land for the Westmoreland project.

7. Recognition of the Public.

Laura Baigert of 424 AB Wade Road, Portland spoke to the need of an additional judge. She gave the number of filings in criminal cases for Sumner County and doesn't feel the need is justified.

8. Old Business.

a. Status of County Surplus Database Project.

1. Demonstration by Robert Tuttle – Questions, Answers and Discussion

After the demonstration, Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

There was lengthy discussion among committee members about the policy and procedures for using the database.

County Law Director Eric Sitler suggested creating standard operating procedures for using the database.

Comm. Jones moved, seconded by Comm. Moss, to defer for a month with a standard operating procedure to follow. The motion carried unanimously.

2. Sheriff's Department Surplus Property x 2.

3. Health Department Surplus Property.

b. Progress on Roof and Parapets of Archive Building – Awaiting specifications from Jacob Cherry of WOLD Architects & Engineers. We should receive them any day.

Chairman Klein stated specifications have been received and contract is in the legal department for review.

c. Update on New Courthouse Parking Structure – All is moving well with the building construction. Chairman Klein has had several meetings with Gallatin City and Sumner County “stakeholders” in an attempt to reduce costs. We should have consensus soon.

Comm. Jones requested to add discussion for additional parking for the library to next month's agenda.

1. Status of Storm Drain.

Comm. Miller moved, seconded by Comm. Jones, to discuss. The motion carried unanimously.

Chairman Klein explained that he received three bids for less than \$500,000.00.

Comm. Harrison moved, seconded by Comm. Moss, to approve and forward to the Budget Committee. The Committee approved unanimously to approve and forward to the Budget Committee as amended.

Comm. Jones moved, seconded by Comm. Miller, to amend to include the bids received by Chairman Klein when approval is sent to the Budget Committee. The motion carried unanimously.

2. Discussion of Electrical work Parking Garage.

Comm. Miller moved, seconded by Comm. Holmes, to discuss. The motion carried unanimously.

Law Director Eric Sitler explained he sent a letter asking the power be established to the parking garage. There is a tentative meeting set for April 10, 2024. He will reach out to the attorney for the Gallatin Department of Electricity.

Item to remain on old business.

- d. Creating a list of all Capital Improvement Projects currently in progress or budgeted for the future.

County Mayor John Isbell handed out a capital projects list.

Item to be removed from the agenda.

- e. Discussion of creating "Standard Operating Procedures" for the General Operations Committee to monitor progress of design, development, contracting, and construction of any and all projects currently being built and/or planned for the future.

Comm. Miller moved, seconded by Comm. Jones, to discuss. The motion carried unanimously.

There was discussion about the use of a Gantt chart. Chairman Klein stated he would request from Turner Construction.

Item to remain on old business.

- f. Historic Cottontown Post Office and how it related to the maintenance and costs of maintenance as specified in Board of County Commissioners Resolution No. 2304-18.

Comm. Holmes moved, seconded by Comm. Jones, to discuss. The motion carried unanimously.

Chairman Klein explained the last sentence of the current resolution is problematic.

County Mayor Eric Sitler proposed to add "except for routine maintenance and mitigate hazards thereto" to the last paragraph.

After discussion, Comm. Jones moved, seconded by Comm. Miller, to approve additional language recommended by Law Director Eric Sitler. The Committee voted (4-3-0) to approve. Comm. Harrison, Moss and Schmit voted against.

Comm. Harrison moved, seconded by Comm. Moss, to amend to defer to next month. The motion failed to carry. Comm. Holmes, Jones, Klein and Miller voted against.

- g. Discuss repair and/or replacement of existing audio/visual system in the main chambers.

Chairman Klein reported he confirmed with the sound company that the current amp is the correct one.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Comm. Miller moved, seconded by Comm. Jones, to suspend the rules to all County Clerk Carolyn Templeton to speak.

After discussion, Chairman Klein brought the meeting back in session.

Item to remain on old business.

- h. County Building list.

Item to remain on old business.

- i. Health Department Building demolition and new construction.

There was lengthy discussion about the option of renovation versus demolition.

No action taken

9. New Business.

- a. ECD MOU Sumner County and Gallatin.

Comm. Harrison moved, seconded by Comm. Schmit, to suspend the rules to allow ECD Director Michael Guthrie to speak. The motion carried unanimously.

After discussion, Comm. Jones moved, seconded by Comm. Miller, to defer to next month. The Committee voted (4-3-0) to defer to next month. Comm. Harrison, Moss and Schmit voted against.

b. Highway Department – Surplus.

Comm. Harrison moved, seconded by Comm. Holmes, to approve and forward to full Commission. The motion carried unanimously.

c. Subletting of County Buildings.

Comm. Miller moved, seconded by Comm. Jones, to discuss. The motion carried unanimously.

Comm. Harrison moved, seconded by Comm. Moss, to defer to next month. The motion carried unanimously.

d. Shell Courtroom ROM.

County Mayor John Isbell explained the state has approved a position for a new judge.

After discussion, Comm. Miller moved, seconded by Comm. Jones, to defer to next month. The Committee voted (4-3-0) to defer to next month. Comm. Harrison, Moss and Schmit voted against.

10. Adjournment. Upon motion of Comm. Miller and seconded by Comm. Jones, the Committee adjourned at 9:47 p.m.

Prepared by Jennifer Mitchell

Capital Projects and ARPA Projects Update 4.1.2024

❖ Courthouse and Parking Garage Project

- Monies were approved in December 2023 for additional funding items. Change Order #7 approved Dec. 27, 2023 for the elevator pressurization, magnetometers, and juvenile visibility firm
- Working on additional items listed in Dec. 11th packet for project items
 - Astrophysics x-ray machines installation April 9th-11th, 2024
- Radio coverage RFP drafted in December with IT– RFP advertised for bids in January 2024 for radio coverage scope of work –Purchase Order for radio coverage obtained February 27, 2024 – Beacon Technologies – Beacon is working on moving forward with radio coverage project scope.
- Security: Change Order approved for the additional security needs that were approved in December 2023 for security vendor Koorsen Fire & Security. Work underway in January/February/March 2024.
- Juvenile Lease Extension completed and signed on December 29, 2023
- Additional testing was completed with Turner/SSOE for Jan. 4th and 5th – ESA/SSOE provided updated drawings with solution in February, Turner provided updated pricing. Amendment to Professional Services Agreement has been executed for SSOE to provide Sumner County reimbursement for the final costs of Turner scope for the stairwell and elevator shaft pressurization and building relief. Turner began work in March on pressurization scope of work.
- Working with furniture vendor OfficeImages on jury chairs– final amounts will be finalized in February, received proposal for jury chairs 1/30/2024, waiting on Finance to issue PO for jury chairs submitted 2/16/2024, updated in March to switch to Omnia. Purchase Order obtained 3/13/2024. Jury Chairs have been ordered.
- AV vendor is working on project scope – estimated completion of work end of February with punch listing, commissioning, and training with IT and Judges to occur in March. Training occurred with County IT and some court staff the final week of February to test system and make any necessary updates. AV scope finalized in March, inspection occurred 3/21 with SSOE.
 - Additional AV training with staff will occur in May.
- Change order allowance approved for the bollards cost March 1st, architect provided design submittal and final pricing from Turner received.
- **Change Order for 5th Floor Shell Courtroom Build out Costs – need committee/County Commission approval in April to proceed with scope for Courthouse 5C.**
- Parking Garage change order #3 completed 1/2/2024 \$182,890 –within available funding – change order includes AT&T alleyway overhead line relocation costs, drilled pier overages, Revision 3&4 for added bollards, and updated schedule.
- **Parking Garage completion date of June in question due to GDE power, dependent on weather and status of stormwater decision.**

- Parking Garage Change Order #4 approved for extend contract time by seven days due to January weather day delay and incorporate ESA revision #5 dated 1-31-2024 for sump pump and fire extinguishers, \$64,847
- Parking Garage change order for Franklin St. Stormwater – proposal being submitted for review by Committee and County Commission -approval process in January 2024/February 2024/March – estimated costs \$595,904 – **Need to know approval status? Stormwater is a critical path item - need funding approval. Parking Garage may be delayed due to stormwater.**
 - Had meeting with Gallatin Public Utilities – County and David Klein plan to meet with Turner to review costs in February– Need approval from County Commission in March 2024 to keep project on track for June opening, contingent on weather. Depending on lead time of materials for stormwater may need some additional time to coordinate with City of Gallatin Public Utilities and City of Gallatin for paving Franklin Street
- GDE alleywork additional funding request – GDE has requested additional scope different from the approved Turner change order allowance. In order to not lose our place with the elevator subcontractor, the parking garage is using a generator currently for power. The County gave Turner the approval to order the generator 2/14, since GDE would not turn on the power. The elevator sub started work last week utilizing the generator power.
 - Need to determine if County will be responsible for additional costs for GDE alleywork. GDE will not turn the power on for parking garage at this time until a commitment is made regarding the additional alleyway work. **Tentative date for meeting with GDE in April to discuss permanent power – waiting on confirmation of date/time**

❖ SWIG Grant Noncompetitive

- City of Portland projects (construction only): Contracts have been awarded and under construction.
 - Masons 12 inch connector (DW-Constd-5), Cumberland Pipeline LLC
 - Oak Hill Water Transmission Lines (DW-Constd-6), Cumberland Pipeline LLC
 - Oak Hill Elevated Tank (DW-Constd-7), Phoenix Fabricators and Erectors LLC
- City of Westmoreland projects: In Design phase, Hethcoat & Davis – engineering firm, engineering design in process
 - Bill Henson WL (DW-PDC-1)
 - Lake Westmoreland WL (DW-PDC-2)
 - Bishop Trout WL (DW-PDC-3)
 - Dewey Carr WL (DW-PDC-4)

- ❖ ARPA/Regional Competitive SWIG Water Project
 - Grant approved by TDEC in November 2023.
 - Reviewing procurement process with City of Gallatin documentation for consultants.
 - Working with City of Gallatin for sub recipient agreement preparation for the \$9 million ARPA SLFRF subrecipient allocation – Iparametrics is reviewing final agreement language in February/March. Had subrecipient meeting with City of Gallatin and Iparametrics in March.
 - Progress meetings every two weeks, next meeting March. 7th

- ❖ Hendersonville Health Department – Capital Investment Grant/ARPA
 - Grant contract has been executed with State of TN for Capital Investment Grant
 - Request for Qualifications (RFQ) has been advertised for architectural/engineering firms – due Jan. 3, 2024
 - AEI selected for architect/engineer
 - Kickoff meeting held with architectural team and state health department staff 1/31/2024 - architect has recommended demolition and new construction
 - If additional construction funds are necessary, the state has contingency funds available (would have to obligate by September/October 2024), the County would not have to increase our match percentage.
 - Proceeding with Topographical Survey and Hazardous Materials Survey. Purchase orders obtained for surveys in February. **Survey Reports completed in March.**
 - Working on finalizing architectural contract language, should be complete in March for approval of language through Department of Health/EY. **Contract language approved by legal in March after revisions with architect. Plan to proceed with Purchase order for architectural design for demolition/new build at existing location. \$152,700 architectural fees**

- ❖ Hollows Drainage Improvement Project ARPA
 - Design completed through OHM Advisors
 - Community meeting held in November 2023, presented project update to Budget Dec. 2023
 - Next phase will be to proceed with easements – meetings have occurred with property owners February/March – goal to finalize all easements in March.
 - Then to obtain pricing for construction with Sumner County Highway and advertise/bid process if necessary
 - Met with Iparametrics in January to review bidding process – Sumner County Highway will add ARPA language to their material contracts.
 - Sumner County Highway bid materials in February. Waiting to hear back from Iparametrics first week of March on quote process for informal purchases procurement. Met with Iparametrics 3/28, can proceed with informal quote procurement process, the County must document efforts to obtain two quotes.

- Checking design with WHUD regarding existing utilities.
- ❖ Oak Grove Volunteer Fire Department ARPA
 - PO obtained for Richard Graves Surveying
 - Change Order completed for the soils survey in March. Survey and Soils investigation have to be completed first to determine area of land necessary for project. Then legal description can be created for quit claim deed for Resource Authority to deed that area. Waiting on survey documentation, should receive in April.
 - Request for Qualifications (RFQ) will be released in April for architectural/engineering services
- ❖ Broadband ARPA
 - Subrecipient agreement in place with CEMC
 - Work underway with CEMC – completing quarterly reporting for SLFRF
- ❖ EMS Buildings – Westmoreland and White House
 - Land has been identified in Westmoreland – appraisal will be completed in February 2024, PO obtained 2/5/2024
 - Working with Board of Education on area needed and available land in White House
 - Waiting on review by Budget Committee – **Project had been on Hold** - Request for Qualifications (RFQ) will be released in April for architectural/engineering services for the Westmoreland station.
 - White House EMS station on hold until suitable location determined.
- ❖ Highway Asphalt & Tractor/Mower projects –
 - Asphalt PO#24000272 Hot Mix And Upper Station Camp Creek Paving projects PO#24000315- Have been contracted with Rogers Group.
 - Deere & Company – PO23000574 \$264,503.22 and Tiger Corporation PO23000575 \$115,254.65 - March 2023 items have been ordered – encountered delays with lead time for materials
 - Estimated to be received end of March dependent on lead time – waiting for update from vendor on delivery date – have not been received yet.
- ❖ William and Martha Brown Memorial Park TDEC Grant/Brown Trust
 - CSDG, design consultant - project in design phase
 - Consultant provided presentation at December 2023 General Operations committee meeting and Parks & Recreation Board meeting for design/project update on schedule
 - Begin TDEC permitting process in March with submittal of drawings, ARAP permit application signed in March for submittal.

- Anticipated April 2024 administrative staff review and TDEC review of the plans for plan approval from TDEC.

- ❖ New Shackle SR258 Intersection Improvements Project (Hendersonville contributed to local match) – TDOT PIN 132698
 - Design Consultant Benesch – PO#23000465 -project design in process, NEPA environmental review TDOT grant process
 - Carry Over request on March budget agenda for FY2024 carryover of funding

- ❖ Broadband Ready Communities Grant \$100,000
 - Application under review with TNECD – received some comments back for budget revisions and scope for CEMC mapping/budget – submittal due in March
 - Completed revision request in March for additional mapping and addresses for the broadband service area and confirmation on census tract service area for digital classes.
 - Compliance webinar in April 2024. Grant contract expected by June 2024
 - Joint project with City of Portland, Gallatin Public Library and Westmoreland Public Library
 - Project activities - public wi-fi in Portland and digital literacy classes/equipment in the qualified census tract areas within Portland, Westmoreland, and Gallatin

- ❖ LATCF Tribal Funds \$100,000
 - \$78,000 left to be obligated.

- ❖ Administration Building Chiller Replacement
 - Chiller ordered based on bid 20230406-1– Mechanical Resource Group PO#23000662 \$147,030 – The Comfort Group PO#23000669 \$110,178 installation chiller replacement
 - Waiting on shipment of chiller – expected ship date of 2/15/24
 - Sumner County Highway installed concrete pad in February – PO23000762
 - Chiller Crane scheduled for March 18th – work will be completed March 18th - 22nd for replacement of County Admin Chiller.
 - **Chiller installation completed in March – up and running, project complete. The one year warranty period started on 3/22/24, the day that the chiller was started.**

- ❖ Jail Roof Improvements
 - WOLD, architectural firm, in design
 - Meeting held Dec. 11th with update on design process
 - WOLD has sent bid specifications, sent back for updates, waiting on final version -received 3/1/2024 from WOLD
 - Advertise for bids, bid opening held in March 26, 2024
 - **Bids received 3/26/2024, recommendation for award to Eskola LLC for \$1,269,000 from WOLD on 3/27/2024. Architect will proceed with notice of award letter to Eskola LLC, contingent on purchase order/contract.**

- ❖ Archives Roof Improvements & Railings Removal
 - WOLD, architectural firm, waiting on contract proposal – should have additional information March 4th from architect.
 - Meeting held on site Dec. 7th for them to review scope
 - **Architect contract under legal review in March 2024. Working to finalize legal review, then can proceed with architect Purchase Order for the architectural design.**

- ❖ Gallatin Library flooring improvements
 - Bids received Dec. 21st – Notice of Award and PO issued in January 2024. Work will be scheduled in March 2024 based on Joey's Flooring availability.

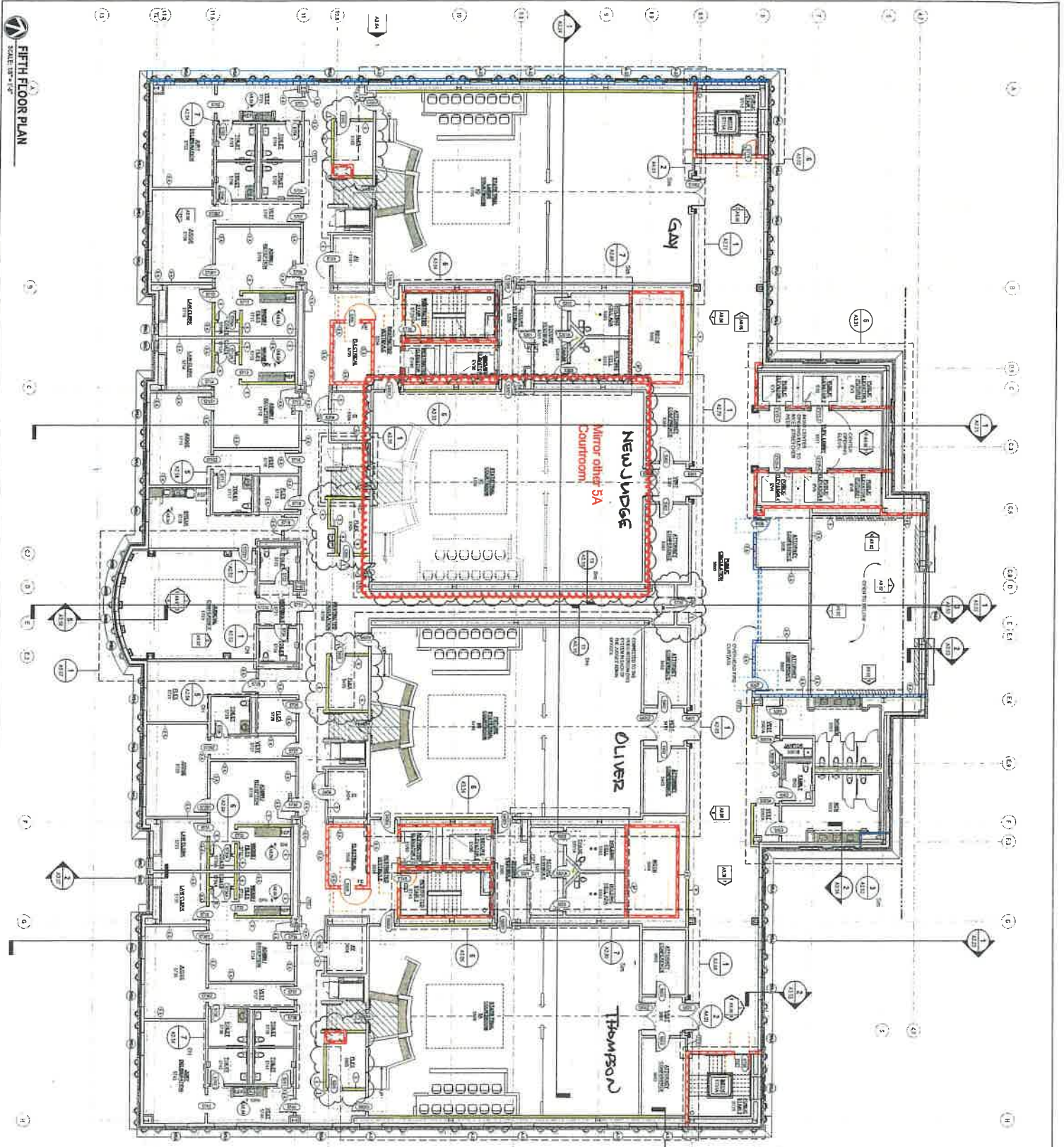
- ❖ ADA Transition Plan Improvements
- ❖ HVAC program
- ❖ Parking lot program
- ❖ Jail Kitchen Equipment
 - Obtained PO#24000507 February for freezer (\$8,229), refrigerator (\$9,181) , and range (\$9,265) for Jail Kitchen Equipment for \$26,720 total

RECOGNITION OF THE PUBLIC
*****SPEAK ONLY TO ITEMS ON THE AGENDA*****

MEETING DATE: April 1, 2024

	NAME	COMPLETE ADDRESS & TELEPHONE #	AGENDA ITEM
1	<u>Lauren Baiget</u>	<u>454 AB Wade Rd</u>	<u>Courtroom</u>
2			
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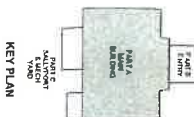
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- GRAPHIC SCALE: 1/16" = 1'-0"
- GRAPHIC SCALE: 1/32" = 1'-0"



FIFTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

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SUMNER COUNTY COMMISSION

355 N. Belvedere Drive
Gallatin, Tennessee 37066-5410

General Operations Committee:

David Klein, Chairman
Chrissi S. Miller, Vice-Chairman
Mark Harrison
Deborah Holmes
Terry Moss
Tim Jones
Don Schmit

Commissioners

Terry Moss- 1

Terry Wright- 2

Mark Harrison- 3

Dillon Lamberth- 4

Darrell Rogers- 5

David Klein- 6

Danny Sullivan- 7

Baker Ring- 8

Mary Genung- 9

Benjamin A. Harris- 10

Kevin Pomeroy- 11

Deborah Holmes- 12

Terri Boyt- 13

Jamie Teachenor- 14

J. Wes Wynne- 15

Jeremy Mansfield- 16

Robert B Brown III- 17

Don Schmit- 18

Shannon Burgdorf- 19

Merrol Hyde- 20

Jerry F. Becker- 21

Matthew Shoaf- 22

Tim Jones- 23

Chrissi S. Miller- 24

AGENDA GENERAL OPERATIONS COMMITTEE

7:00 P.M.

April 1, 2024

David Klein, Chairman

1. **Call to Order**
2. **Invocation**
3. **Approval of Agenda**
4. **Approval of the Minutes – March 4, 2024**
5. **Report of the Chairman**
6. **Report of the County Mayor**
7. **Recognition of the Public**
8. **Old Business**
 - a. Status of County Surplus Database Project
 1. Demonstration by Robert Tuttle – Questions, Answers and Discussion
 2. Sheriff's Department Surplus Property x 2
 3. Health Department Surplus Property
 - b. Progress on Roof and Parapets of Archive Building – Awaiting specifications from Jacob Cherry of WOLD Architects & Engineers. We should receive them any day.
 - c. Update on New Courthouse Parking Structure – All is moving well with the building construction. Chairman Klein has had several meetings with Gallatin City and Sumner County “stakeholders” in an attempt to reduce costs. We should have consensus soon.
 1. Status of Storm Drain
 2. Discussion of Electrical work Parking Garage
 - d. Creating a list of all Capital Improvement Projects currently in progress or budgeted for the future
 - e. Discussion of creating “Standard Operating Procedures” for the General Operations Committee to monitor progress of design, development, contracting, and construction of any and all projects currently being built and/or planned for the future
 - f. Historic Cottontown Post Office and how it related to the maintenance and costs of maintenance as specified in Board of County Commissioners Resolution No. 2304-18
 - g. Discuss repair and/or replacement of existing audio/visual system in the main chambers
 - h. County Building list



SUMNER COUNTY COMMISSION

355 N. Belvedere Drive
Gallatin, Tennessee 37066-5410

- i. Health Department Building demolition and new construction

9. New Business

- a. ECD MOU Sumner County and Gallatin
- b. Highway Department-Surplus
- c. Subletting of County Buildings
- d. Shell Courtroom ROM

10. Adjournment

**MINUTES
GENERAL OPERATIONS COMMITTEE
DAVID KLEIN, CHAIRMAN
MARCH 4, 2024**

Present:

David Klein, Chairman
Chrissi Miller, Vice-Chairman
Deborah Holmes
Tim Jones
Terry Moss
Don Schmit

Absent:

Mark Harrison

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Jeremy Mansfield, Commissioner
Jennifer Mitchell, minute taker

Chairman Klein brought the regular scheduled meeting of the General Operations Committee to order with an invocation on Monday, March 4, 2024, at 6:41 p.m. in the Sumner County Administration Building. Chairman Klein declared a quorum present to conduct business.

3. Approval of Agenda.

Comm. Miller moved, seconded by Comm. Holmes, to approve the agenda. The motion carried unanimously.

4. Approval of the Minutes of February 5, 2024.

Upon motion of Comm. Schmit, seconded by Comm. Moss, the Committee voted unanimously to approve the minutes of February 5, 2024.

5. Report of Chairman. No report

6. Report of County Mayor. No report

7. Recognition of the Public.

8. Old Business.

- a. Progress on Roof and Parapets of Archive Building – Awaiting specifications from Jacob Cherry of WOLD Architects & Engineers. We should receive them any day.

Chairman Klein requested to keep it on old business for next month.

- b. Progress on Roof of Sumner County Jail – Jacob Cherry of WOLD delivered the specifications to Kim Norfleet last Friday (1/26/2024). She sent them back to him on Monday (1/29/2024) with additional comments. We should receive them back any day.

Law Director Eric Sitler stated specifications approved and forward to Grants Administrator Kim Norfleet.

County Mayor John Isbell stated it will go to the Budget Committee in April.

Chairman Klein requested to remove from the agenda.

- c. Update on New Courthouse Parking Structure – All is moving well with the building construction. Chairman Klein has had several meetings with Gallatin City and Sumner County “stakeholders” in an attempt to reduce costs. We should have consensus soon.

After brief update Chairman Klein requested to leave on old business.

- d. Franklin Street Stormwater Project.

Chairman Klein requested to remove from agenda.

- e. Administrative Building Third Floor Dormers and Freezing Fire Sprinkler concern – What were the results of the meeting with the contractor?

County Mayor stated he is waiting for numbers from contractor and will email them once received.

Chairman Klein requested to keep on old business.

- f. Status of the New Sumner County Courthouse – Update on results of building pressure testing by SSOE.

Chairman Klein noted Law Director Eric Sitler was concerned about the mutual release clause in the contract. Mr. Sitler stated it has been removed and he has approved the contract.

Chairman Klein requested the item be removed from the agenda.

- g. Health Department Surplus Property.

Chairman Klein noted he will work out the details with the IT department and he bring back to Committee.

Comm. Jones moved, seconded by Comm. Holmes, to discuss. The motion carried unanimously.

After discussion, Chairman Klein requested to remove items 8g and 8h from the agenda.

h. Sheriff's Department Surplus Property x 2.

Addressed under item 8g.

i. Creating a list of all Capital Improvement Projects currently in progress or budgeted for the future.

Chairman Klein asked County Mayor John Isbell to prepare a list. Mr. Isbell agreed.

Commissioner Mansfield noted the previous Commission requested the County Mayor to provide a list on capital projects which also showed what has been spent and project status to be included in General Operations Committee packets each month.

Comm. Miller moved, seconded by Comm. Jones, to ask County Mayor John Isbell to provide a capital projects list monthly and to show allocated money. The motion carried unanimously.

j. Status of "County Surplus Database Project."

Chairman Klein requested item be removed from agenda.

k. Discussion of creating "Standard Operating Procedures" for the General Operations Committee to monitor progress of design, development, contracting, and construction of any and all projects currently being built and/or planned for the future.

County Mayor John Isbell to work on report.

Chairman Klein asked for item to remain on agenda.

l. Removal of tree threatening Historic Cottontown Post Office and how it related to the maintenance and costs of maintenance as specified in Board of County Commissioners Resolution No. 2304-18.

County Mayor John Isbell reported the work is supposed to be done this week.

Chairman Klein requested to keep item on agenda.

- m. Discuss repair and/or replacement of existing audio/visual system in the main chambers.

After brief discussion, Chairman Klein to follow up on amplifier.

Chairman Klein requested for item to remain on agenda.

- n. County Building list.

Chairman Klein is working on completion of list.

Chairman Klein asked to keep on agenda.

- o. Health Department Building demolition and new construction.

Chairman Klein reported that he met with Hendersonville Mayor Jamie Clary and Health Department Director Hal Hendricks and Mayor Clary doesn't have any property to offer for a new location for a health department.

During discussion, Commissioner Mansfield recommended having the architects present a plan.

Chairman Klein requested to keep on agenda.

9. New Business.

- a. Discussion of Electrical work, Parking Garage.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Chairman Klein explained a major power line and transformer on Franklin Street had to be moved underground to feed all the buildings on the east side of the square so a crane could operate during construction of the parking garage.

County Mayor John Isbell further explained that the Gallatin Department of Electricity has said the County agreed to a two-Phase project with Phase One being completed as described by Chairman Klein and Phase Two being moving the remaining overhead lines underground with an approximate cost of \$500,000.00. Mr. Isbell said he cannot find where the County agreed to Phase Two, however they will not connect power to the structure until Phase Two is completed. A generator has been leased for approximately \$15,000.00 per month to keep the project moving along.

After further discussion, Chairman Klein moved, seconded by Comm. Jones, to ask Law Director Eric Sitler to send a legal letter regarding withholding power to the parking garage both temporary and permanent. The motion carried unanimously.

10. Adjournment. Upon motion of Comm. Miller and seconded by Comm. Holmes, the Committee adjourned at 7:42 p.m.

Prepared by Jennifer Mitchell

Monday, February 5, 2024 at 16:32:21 Central Standard Time

Subject: Fwd: Inventory List
Date: Monday, February 5, 2024 at 4:25:31 PM Central Standard Time
From: Steven Weiner
To: Michelle Oswald
Attachments: image005.png, image006.png, image007.png

Get [Outlook for iOS](#)

From: David Klein <david.klein@sumnercountytn.gov>
Sent: Monday, February 5, 2024 4:10:41 PM
To: Jessica Hendrix <jhendrix@sumnercountytn.gov>; Steven Weiner <sweiner@sumnercountytn.gov>
Subject: Fw: Inventory List

Hi Guys,

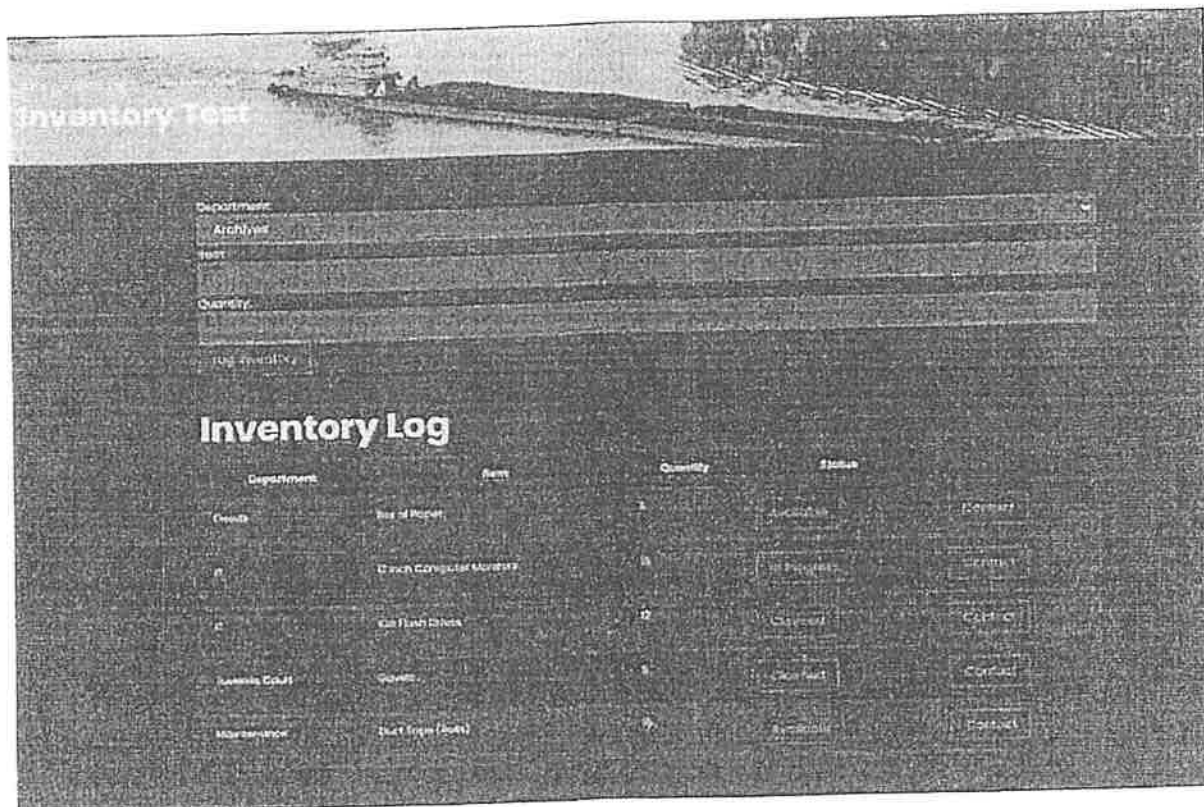
I hate to dump this on you this afternoon but would it be possible to make about a dozen copies of Robert Tuttle's email below for GenOps?

David

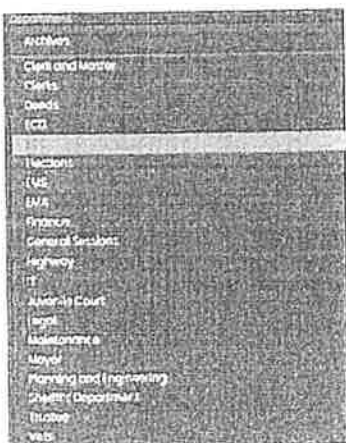
From: Robert Tuttle
Sent: Monday, February 5, 2024 9:36 AM
To: David Klein
Subject: Inventory List

Commissioner Klein,

I wanted to give you an update on the inventory list. James is currently working on gathering all of the needed department head emails and any other supporting staff that would need to be active on the inventory list page. Here is a look at how that inventory page looks:



James entered some test equipment to make sure all links are working. Under the inventory log you can see how this will flow. When a Department wants to list equipment, they will chose their department from the drop down.



They add their item and quantity. After that is complete, they will click on the Log Inventory Button and it will be saved and added to the Inventory List.

When someone is interested in any equipment that is listed as available they will click on the contact button. This will automatically bring up the Department Head email or their designated staff that will be overseeing this process. The interested party will email the department and request the listed equipment. From there the department head will mark the equipment as claimed and it will automatically be dropped from the list.

One thing to keep in mind is this will be all voluntary users, but will not be viewable to the public. We will send out the search to everyone that needs address.

This process is pretty simple and to the point, I believe it will be easy for everyone to use. As always we are open to suggestions, so let us know what you think!

Thanks,

Robert Fattle
IT Department

Sumner County Government
355 Belvedere Dr N, Suite 306
Gallatin, TN 37066
Office: 615-575-0511



www.sumnercountytn.gov



Sheriff Office

Sumner County Information Technology

GOV Deals

Asset Surplus List

This forum is used to document the disposal of Sumner County IT assets, via Gov Deals.

Camera

Asset Type	TAG/SSN	Maker	Model	Drive Status
Hitachi	EP-X7010UP *	Hitachi	*H0A1120147 *	
Camera	07584	PiPS	P372	Federal Signal Company
Camera	07581			
Monitor	REV 800	DELL	CN-0T437R-72802-902-2943	
Lights	KX202P56410072	PiPS	AP6347512810A2	Federal Signal Light
Camera	07584	Camera	07584	Full and Camera
Camera Light	12749	PiPS	P382	Light and Camera
	12748		P382	
Control Box	KX225P58730247	3M	AP1820148V1100	Control Box
	KX225P587250237	3M	AP1820148V1100	Control Box
Pileaudio	N/A	Pileaudio	N/A	Card reader
Card	1329526	Card	2710	Power Card, X2
DATA TRANSFER	E110937	Belkin	N/A	Cable Computer
Power STRIP	N/A	ULTRATECH	501529	Power STRIP
Power Card	N/A	ALION	E200745	Power Card
Power Cable	N/A	HDMI	N/A	Power Card
Power Cable	N/A	N/A	N/A	Power Cable
Control BXS	K1230P5740041	PiPS	AP4477000240	Control BXS
Control BXS	KX230P5740043	PiPS	AP4477000240	Control BXS
Lights	KX220P51400646	PiPS	AP6347512810A2	Light Auto X Co
Cable Light	N/A	PiPS	N/A	Cards
Control Board	05570-001	CE	430054 Rev. R	Board Control
Covers X3	X2 Black X1 Brown		N/A	Control Box Control BXS
Control BXS	mm9-02x-796-80	VISION/AMD	X16-83645	OSM Software
Covers	WP-108BK	NETWORKX	85425015334	Covers x6BK
Covers	B213238	N/A	10 ft	810E Covers X2
Covers WHT	000797070114	JLC	JLC107F9.0WH	Face Plates WHT X18
Cable Panels	072548285268	Belkin X3	F4U339 X3	Cable ORGANIZER PANEL
Patch Panel	401442P860199	TERMINET	72-P4826	Panels X2
Control Bx	4480013345	SENNHEISER	531319	Control BXS X1
Cards	N/A		N/A	3 Phone Cards
RECEIVERS X4	4460004520		531328	X4 RECEIVERS
RECEIVER	4460005503		531327	X1
RECEIVER	4460004521		531328	X1
RECEIVER	4440005711		531327	X1
RECEIVER CARDS	N/A		N/A	1 DRG

Date: _____

Authorized Signature: _____



Sheriff Office

Sumner County Information Technology

GOV Deals Asset Surplus List

This forum is used to document the disposal of Sumner County IT assets, via Gov Deals.

Asset Type	TAG/SSN	Maker	Model	Drive Status
UPS	4B180382603	APC	BN16SDMI	
Monitor	CV-0D337C-8110-112356	Dell	E2219	
Monitor	V109516	Lenovo	L52323WA	
Monitor	V137099	Lenovo	L42227WA	
Keyboard	CV-0T412F-7186	Dell	SK-8115	
Keyboard	672647-003	HP	SK-2025	
Monitor	CNC94037H	HP	L12275W	
Monitor	SCR12200C2	HP	LA1951G	
Monitor	CV-0T437R-70470-92	HP	E19101F	
Keyboard	RAM HP0MCP36AL	HP	SK-2885	
Keyboard	RAM GHD DW491	HP	1CU-1556	
Monitor	V115921	Lenovo	L52323WA	
Printer	04C0C111F16	Formax/CI	Standard Digital Printer	
Printer	803181-001	HP	KAR211	
Monitor		HP		
SD Controller		PNY		
External DVD		Maugerik		
PC	MXL601H10	HP	ProDesk	
PC	MXL504895	HP	ProDesk	
Monitor	V137095	Lenovo	LS2123	
Dispatch Radio		Zetron	4020	
AP		Aruba	AP-1A	
Camera	30430952	Mitsubishi	CoolPix P5100	
Camera	30067225	Nikon	CoolPix L830	
Phone	WG901157582	Vtech	CSL6915-14	
Camera		Microsoft	Life Cam	
Camera	30430960	Nikon	CoolPix P5100	
Printer		Canon	PRO-1	
PC	BAR-8F6125	PARRACUDA	Span Freecall 300	
AP	8ER213100V3	ASCO	WA1-121	
Monitor	304424129B	HP	E231	
Phone		Intellic	550,440	
Printer		Lenovo	E760D	

Date: _____ Authorized Signature: _____

Sheriff Office

Sumner County Information Technology



GOV Deals

Asset Surplus List

This forum is used to document the disposal of Sumner County IT assets, via Gov Deals.

Asset Type	TAG/SSN	Maker	Model	Drive Status
RADAR	DC11975	Starzel	Dual 346H2	Broken
Rack mount keyboard		N/A	N/A	
Geovision DVR	161169220000133	Geo vision		Removed
USB misc buttons phone keyboard etc				
Digital Camera	07206000565	Canon	PC 2013	Removed
Network Server	CN24BYV0E7	HP		Broken
Network Server	CN24BYVOK5	HP		Broken
Monitor	ETLPY800014772202727	Acer	P2016HL	Broken
Video Server	DSSRVS-2405	SEICO	monaloo	Broken
Laser Printer	VN83C4823Y	HP	H14A	Broken
Laptop	50610231VR3	HP	PRObook	Water Damage
Laptop	CNDT500TBP	HP	Notebook	Broken
Monitor	CNCL4231K4	HP		Broken
Mouse/trackballs			ASorted	
Printer	71328441609		DELL2335DN	Broken
Computer	MXL2192C9L	HP		Broken
Computer	MNOEL57		M83 LEAVO	
Monitor	CNN52518QW	HP	1702	
Monitor	7560030-001	HP	ELITE	
Printer	CNBS102711	HP	CP2025	
Speaker	CMSD0100458	Fender		
computer	MXL43514J2	HP		
Monitor	3CQ4241ZX6	HP	CAV75A	
Computer	MXL6011HOT	HP		
Computer		ThinkCentre		
computer	MAT954KIA	Linnov	AS1	
DVD recorder		Xtoda		
Surge protector	BGEH1000829	Cyber power		
Monitor	3CQ4241ZVN	HP		
Monitor	3CQ4241ZX4	HP		
Keyboard	S01A Z725070	Sejin Electron	9wkk-3000WS	
phone	0480C831W1T	Axxess		
wifi	990006382382702	Verizon	MIFI 7730L	
Camera	30002501	Nikon	coolpix L830	
Camera	30230782	Nikon	Coolpix B500	
Camera	30315239	Nikon	Coolpix P5000	
Camera	30319287	Nikon	Coolpix P5000	
Flashlight	CH-137042	Streamlight	Stringer LED	

Date: _____

Authorized Signature: _____



Sheriff Office

Sumner County Information Technology

GOV Deals Asset Surplus List

This forum is used to document the disposal of Sumner County IT assets, via Gov Deals.

Asset Type	TAG/SSN	Maker	Model	Drive Status
phone beltclip		otterbox		
phone case		otterbox		
phone		intel	SSD. 4400	
phone		intel	SSD. 4400	
phone		intel	SSD. 8622	
phone		intel	SSD. 8622	
phone		intel	SSD. 8520	
phone		intel	SSD. 8622	
phone		intel	SSD. 8622	
phone		intel	SSD. 8622	
+V	8R440235590994	Sanyo	DP210048	
Camera bag		Tandy		
phone in a bag	234959	Technophone	MC905A	
radio portable	A2489PT4718	Motorola	MT1000	
Laptop	F29150684	Brother	Super Power Note P15700DS	
printer	72M3VEN	Lenovo	E 360 d	
computer	M7000 FNA	Lenovo	ThinkCentre M83	
monitor	119604300136	Compaq	PE1132	
computer speaker	234959	HP		
computer	MVL1380TKB	HP		
TV	1A47170M535724	Toshiba	4106-300A1	
TV	1A PCDC04001164	Vizio	VW31L HDTV401A	
phone		intel	SSD. 4400	
phone		intel	SSD. 8520	
phone		intel	SSD. 4400	
phone		intel	SSD. 8622	
phone		intel	SSD. 8560	
phone		intel	SSD. 8520	
phone		intel	SSD. 7200	
Keyboard	8AUNH001142F916W	HP	KA-0311e	
Box of cables & hand sets				
Environmental monitoring unit	21A053-7008878	ABC	APQ319	
HP Keyboard	803187-001	HP	KA-1469	
Phone Hand set				
UPS		Cyberpower	1350VA	BROKEN
UPS		Cyberpower	1350VA	BROKEN
Power Module	A	Audio Technica	ES9516	BROKEN
Monitor	3CQ5150&L	HP	E2311	

Date: _____

Authorized Signature: _____



Sheriff Office

Sumner County Information Technology

GOV Deals

Asset Surplus List

This forum is used to document the disposal of Sumner County IT assets, via Gov Deals.

Asset Type	TAG/SSN	Maker	Model	Drive Status
MONITOR		LG	42PT35D	105 RMNĒCA375
MONITOR		TOSHIBA	46G30DU3	A47184 MD1390K1
PRINTER		Lexmark	7402-2AC	7931 R04
Printer	24 AG4706 DA	HP	8000 F1.1c	
Printer	CN 11-75015	HP	HP 3600N	
Computer	20A747100Y	HP	DC T700	REMOVED
MONITOR	00103604-22	INTEL-IG	8622	
MONITOR	CN 11-75015	HP	L1906	
CAMERA	DOME	VICON	V925	BROKEN
CAMERA	DOME	VICON	V925	BROKEN
CAMERA	FLUSH Dome	VICON	18001038-28	0407 0130
SPEAKERS		VICON	C5000	BROKEN
CAMERA	Rothnecker	VICON	V900WF	BROKEN
Camera	600010151914	600 vision	GV-BK130D	BROKEN
Computer	4M B V G 21	DELL	Latitude 1707M	REMOVED
Computer	4M P V G 1	DELL	Latitude 1707M	REMOVED
Computer	4M P T G 21	DELL	Latitude 1707M	REMOVED
Laptop	5CG7340KMS	HP	ProBook 650 G3	REMOVED
Laptop	5CG1231VT6	HP	ProBook 650 G3	REMOVED
Mouse	CN 19400378	HP	LP227	BROKEN
Mouse	1032 MK JRP001	LG	554K320	BROKEN
KVM Extender		PROXIME	CE1002	BROKEN
Barcode Strip	5A08372041688	APC	AP7941	BROKEN
MONITOR	CN110092547	HP	L1906	BROKEN
Labeler	DD23916204498	DYMO	Letraset	BROKEN
M.F.	99000931015842	INSECO	8800L	BROKEN
M.F.	990009310145530	INSECO	8800L	BROKEN
M.F.	990009318034793	INSECO	8800L	BROKEN
Recorder		OLYMPUS	WS-853	BROKEN
PHONE	HP 5V X 50W	LG	VX5100	BROKEN
PHONE	1520C063306	INTELTEL	8622	BROKEN
PHONE	1520C0633068	INTELTEL	8622	BROKEN
PHONE		INTELTEL	550.4400	BROKEN
UPS	5000 302858	APC	2200XL	BROKEN
UPS	B64P2000183	Cyber Power	1350VA	BROKEN
RADIO'S	1 Box	SURPLUS	HP 1100S	BROKEN
LAPTOP	010074	HP	G50 G2	BROKEN
LAPTOP	1010007	HP	G50 G2	BROKEN
DESKTOP	MXL6011H0X	HP	600 G1	BROKEN

Date: 8/6/2024

Authorized Signature: [Signature]



Sheriff Office

Sumner County Information Technology

GOV Deals Asset Surplus List

This forum is used to document the disposal of Sumner County IT assets, via Gov Deals.

Asset Type	TAG/SSN	Maker	Model	Drive Status
TV	212932002	AQWES		
Battery module	5D1924T671166	APC	svbt5	
Battery module	5D1924T67191	APC	svbt5	
Battery module	4D1321101160	APC	svbt5	
Battery module	5D1924T67233	APC	svbt5	
Battery module	QD10021700050	APC	SVPmYKD	
CyberPower UPS	BGNEN2000500	Cyber Patrol	1350w	
Switch	1623K502AARF9D26	ubiquiti	Tough Switch PoE	
encoder	650900100	Peico	enc5516	
encoder	65090096	Peico	enc5516	
encoder	650900115	Peico	enc5516	
encoder	65090067	Peico	enc5516	
encoder	650900101	Peico	enc5516	
encoder	650900106	Peico	enc5516	
SRV2	AEE-FA74	Peico	DS SRV2	Removed
a Geo DVR	16-162748	Georigion		Removed
Switch	Q56N259000244	D-link	DOS-1008PA	
Altronix encoder	7 count	Altronix		
unsorted	carlos box (53)			
Thin client	MXL 713 15xm	HP	t130 Thin client	
Thin client	9C N8050A7	HP	t130	
camera	6N60510048	WDR	GN605CB	
camera	6N60510048	WDR	GN605CB	
camera	03032113620067	Clinton	CE-VX24DL	
Go camera	000044509556	GoPro	GV-Fe3402	
camera	A1868	Vicon	VAD01-N312	
Zetron	SN077207	Zetron	H020	
SRV2	AEK-VCB3	Peico	SRV2	Removed
SRV2	AEK-VCB3	Peico	SRV2	Removed
SRV2	AEE-FA76	Peico	SRV2	
TV	V125487	lenovo	W52323WT	
server	AL55K3077028	Supermicro	835 server	
VNR 3209	APN200000000000	QMC	BPE25	
	FCNBV182300030			
QMC	FCHEV1521000046	QMC	EAE	
PC	M500K04	lenovo	AS1	Removed
unsorted	Carlos Box	X2		

Date: 8/22/23

Authorized Signature: 



Sheriff Office

Sumner County Information Technology

GOV Deals Asset Surplus List

This forum is used to document the disposal of Sumner County IT assets, via Gov Deals.

Asset Type	TAG/SSN	Maker	Model	Drive Status
<i>Camera</i> Hitachi	EP-X1D10UP*	Hitachi	*H0A1120147*	
Camera	D7584	PiPS	P372	Federal Signal Company
Camera	D7581	II	II	II II II
Monitor	REV 800	DELL	EN-07437R-77872-912-2249	
Lights	KX202PS2410077	PiPS	AP6347512810N2	Federal Signal Light
Camera	12749	Camara	P382	Poll and Camara
Camera Light	12749	PiPS	P382	Light and Camara
II II	12748	II	P382	II II II
Control Box	KX225P58230249	3M	APR20148V1100	Control Box
II II	KX225P58250237	3M	APR20148V1100	Control Box
Pyleaudio	N/A	pyleaudio	N/A	Control Box
Cord	1839526	Cord	2710	Power Cord X2
DATA TRANSFER	E110932	Belkin	N/A	Cord Computer
Power STRIP	N/A	ULTRATECH	501329	Power STRIP
Power Cord	N/A	ALION	E200765	Power Cord
Power Cable	N/A	HDMI	NA	Power Cord
Power Cable	N/A	NA	N/A	Power Cable
Control BXS	KX230P5740041	PiPS	AP44270000240	Control BXS
Control BXS	KX230P5740043	PiPS	AP44270000240	Control BXS
Lights	KX220P51400646	PiPS	AP6347512810N2	Lights Auto X Co
Cables Light	N/A	PiPS	N/A	Cords
Control Board	05570-001	CE	430054 Rev. 2	Board Circuit
Cords X3	X2 Black X1 Brown		N/A	Cord for Control BXS
Control BXS	mm9-03X-796-801	VISION/AMD	X16-83645	DETA Software
Covers	WP-DO8BK	NETWORKX	845425015334	Covers X6 BK
Cords	R213238	N/A	10 ft	Blue Cords X2
Covers WHT	6007897070114	JLC	JC107F20WH	Face Plates WHT X18
Cable Panels	572828285768	Belkin X3	E40337 X3	Cable ORGANIZER PANEL
Panel Panel	4414422860199	FRANKLIN	FR-24826	Panel X2
Control Bx	4480013345	SENNHEISER	531319	Control Box X1
Cords	N/A	II	N/A	3 Phone Cords
Receivers X4	4460004520	II	531328	X4 RECEIVERS
Receiver	4460005503	II	531327	X1 II
Receiver	4460004521	II	531328	X1 II
Receiver	4480005711	II	531327	X1 II
Receiver Cords	N/A	II	N/A	1 DRG

Date: _____

Authorized Signature: _____



Sheriff Office

Sumner County Information Technology

GOV Deals Asset Surplus List

This form is used to document the disposal of Sumner County IT assets, via Gov Deals.

Asset Type	TAG/SSN	Maker	Model	Drive Status
	B2A00323	Kenwood	TK-9102H	
	B2A00324	Kenwood	TK-9102H	
	B2A00322	Kenwood	TK-9102H	
	60400234	Kenwood	TK-7180	
		Alarm Controls	6005	
	10C2M03075TY	Inter-Tel	8520	
	040922C13LX0170	Clinton Elec.	CE-VX2HDL	
	041422C13LX0006	Clinton Elec.	CE-VX2HDL	
	041422C13LX0005	Clinton Elec.	CE-VX2HDL	
	010CYW11457695	LG	LG-VX5600	
	009CY6N2391926	LG	LG-VX5600	
	010CY6W1459375	LG	LG-VX5600	
	009CY4C2221957	LG	LG-VX5600	
	009CY6K2223476	LG	LG-VX5600	
	009CYHE2211057	LG	LG-VX5600	
	009CYSF2216902	LG	LG-VX5600	
	010CY8D1451541	LG	LG-VX5600	
	009CYHE2211321	LG	LG-VX5600	
	010CYMR1452611	LG	LG-VX5600	
	009CY4R2394473	LG	LG-VX5600	
		SUN5	FS-91-10	
	051W2H2000596	D-Link	DES-1005PA	
	ES92518	Audio-Technica	ES925	
	6WX-VARHDNAND	Disiguit Inc.	201-180859	
		Visionis	V15-7100	
	T54L61HJ12K9067	Topaz	T-5461-H58-R	
		GoPro	Black Case	
	57P1237TA053C	Arlo	VMA4600	
	57P1237BA0228	Arlo	VMA4600	
	57P1237EA04DF	Arlo	VMA4600	
		Lexmark	E360d	
	26740203	Trimble	46800-40 D	
UPS	BG4EN2000834	CyberPower	1350VA	

Date: _____

Authorized Signature: _____



GovDeals Auction

Surplus Items - Inventory List

Department/Office: HEALTH
 Contact Name: HAL HENDRICKS
 Date: 17 OCT 2023

Surplus Location: GALLATIN CLINIC
 Phone: 615 476 0145
 email: HAL.HENDRICKS@TN.GOV
1005 UNION SCHOOL ROAD

Item	Brand/Model	Working Y/N	Serial Number	Description
GENERATOR				
GENERALC	62450 2010	Y	8376641	8 KW
GENERALC	55D10 2010	Y	5843076	7 KW
GENERALC	55020 2010	Y	5829479	10 KW
BABY SCALES	WELCH ALLYN	Y	NA	x3
HT/WT SCALE	DETECTO	Y	99211	
	DETECTO	Y	96827	
CABINET	2 DOOR FLOOR UNIT W/ WHEELS			x 2
BIOHAZARD BUCKETS W/ LIDS		Y		x8
MINI FRIDGE	KENMORE	Y	021246149	
AUTO CLAVE	RITTER	Y	0M015762	
	RITTER	Y	E5007588	
MISC PLASTIC STORAGE BINS		Y		x 20 MISC 6126
BP CUFFS	WELCH ALLYN	Y	5200 - 101A	x 2
OFFICE CHAIRS	MISC BRAND	NO	BROKEN WHEELS WORN	x 15
MOBILE STAINLESS STEEL TRAYS		Y		x 3

Return to Ramona Thackxton Rm. 305 Administration Building Fax: 615-451-6061
ramona@sumnercountyttn.gov



GovDeals Auction

Surplus Items - Inventory List

Department/Office: HEALTH
 Contact Name: HAL HENDRICKS
 Date: 17 OCT 2023

Surplus Location: GALLATIN CLINIC
 Phone: 615 476 0145
 email: HAL.HENDRICKS@TN.GOV
1005 UNION SCHOOL ROAD

Item	Brand/Model	Working Y/N	Serial Number	Description
GENERATOR				
GENERALC	62450 2010	Y	8376641	8 KW
GENERALC	55D10 2010	Y	5843046	7 KW
GENERALC	55020 2010	Y	5829479	10 KW
BABY SCALES	WELCH ALLYN	Y	NA	x3
HT/WT SCALE	DETECTO	Y	97211	
	DETECTO	Y	96827	
CABINET	2 DOOR FLOOR UNIT W/ WHEELS			x2
BIOHAZARD BUCKETS	W/ LIDS	Y		x8
MINI FRIDGE	KENMORE	Y	021246149	
AUTO CLAVE	RITTER	Y	0M015762	
	RITTER	Y	E5007588	
MISC PLASTIC STORAGE BINS		Y		x 20 MISC 6126
BP CUFFS	WELCH ALLYN	Y	5200 - 101A	x 2
OFFICE CHAIRS	MISC BRAND	NO	BROKEN WHEELS WORN	x 15
MOBILE STAINLESS STEEL TRAYS		Y		x3

Return to Ramona Thackxton Rm. 303 Administration Building Fax: 615-451-6081
ramona@sumnercountyttn.gov



SUMNER COUNTY, TENNESSEE
OFFICE OF THE LAW DIRECTOR
355 N. Belvedere Drive, Suite 303
Gallatin, Tennessee, 37066
(615) 451-6060 / FAX: (615) 451-6061

ERIC W. SITLER
LAW DIRECTOR

STEVE M. WEINER
STAFF ATTORNEY

March 22, 2024

Ms. Paige Brown
Gallatin City Mayor
132 W. Main Street
Gallatin, Tennessee 37066

RE: Electrical Power to Sumner County Parking Garage

Mayor Brown,

Sumner County has made a request to Gallatin Department of Electricity (GDE) to pull new wire and energize upon completion of the ductbank for the new Sumner County Parking Garage building. The County was made aware that this would not occur until GDE received further information/direction regarding a "plan" for the overhead service lines downstream of the remaining pole to the individual businesses from the south end of the new ductbank.

It is the County's position that all work concerning the aforementioned ductbank has been completed as previously agreed with GDE to include at least two change requests by GDE. If GDE's position is that the work is not completed or executed agreements have not been complied with, I request that a copy of all executed agreements, contracts, and a detailed description of the same be provided to my office.

Therefore, GDE should immediately honor Sumner County's request to pull new wire and permanently energize the Sumner County Parking Garage building. Failure to do so is causing an undue hardship, additional expense, and significant delays in the completion of the garage building.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric W. Sitler", is written over a horizontal line.

Eric W. Sitler
Sumner County Law Director

Cc: Susan High-McAuley, Gallatin City Attorney
Brandon R. Meredith, Attorney
John C. Isbell, Sumner County Mayor
David Klein, Chairman, Sumner County General Ops Committee

Thursday, March 28, 2024 at 08:26:57 Central Daylight Time

Subject: RE: [EXTERNAL]Sumner County Archives Roof Repair Documents
Date: Tuesday, March 26, 2024 at 4:14:00 PM Central Daylight Time
From: Kim Norfleet
To: David Klein, Eric Sitler, Steven Weiner
CC: John C. Isbell

The architectural and engineering fees cannot be bid out by price, state law does not allow their services to be procured by price. TCA requires that design professionals be selected through a qualifications based procurement. The County has completed a request for qualifications process for this project with WOLD being selected.

We are able to negotiate on the fee at this phase, during the negotiation of the agreement for services.

WOLD did get the third party estimate as a basis for the \$9,000 fee proposal and included that with the information they provided. They are estimating in the range of \$150,000 to \$200,000 project costs based on the third party estimate. They typically go in the middle of estimates, so at the \$180,000 that is a 5% fee for the \$9,000. Jacob said he could plug the costs into the basic services fee formula, but for smaller projects the percentage tends to be higher.

In the past for other roof projects that we have completed, I can provide example for the Hendersonville Clerk's office and the Jail Tower roof, we did have a 5% of construction cost associated with the work with the stipulation that compensation shall not exceed an amount including reimbursable expenses and additional services.

Instead of the lump sum, you can also do an hourly rate and have them bill for the hours completed on the job, but you have to factor in budget and complexity of project scope, there may be some uncertainty on total costs with an hourly rate and services required for the project.

You can also do a percentage based on the actual bid of construction, but also there may be some uncertainty with that option for budgeting purposes, so typically you have a clause that the compensation shall not exceed a stipulated amount, as with the example I provided above for Hendersonville Clerk's office and Jail Tower Roof projects.

To have certainty on budget, we will typically have an agreed upon percentage based on the estimate with stipulation that compensation shall not exceed an amount or have a lump sum contract for services, including reimbursable expenses and additional services. A lump sum/not to exceed figure is customary, so there is certainty with budget.

For this contract, I have spoken with WOLD and discussed with Mayor Isbell for the fees to have the option of a percentage based on the construction costs. WOLD can agree to the 5% of construction costs associated with the work with the stipulation that compensation shall not exceed \$9,000 including reimbursable expenses and additional services. WOLD is going to revise the contract language for the compensation section.

If you have questions or need additional information, please let me know.

Thanks,

Kim Ark Norfleet
Sumner County, TN
355 N. Belvedere Dr.
Gallatin, TN 37066
615-442-1163
Fax: 615-451-6074
Email: knorfleet@sumnercountyttn.gov

From: David Klein <david.klein@sumnercountyttn.gov>
Sent: Friday, March 15, 2024 6:34 AM
To: Kim Norfleet <knorfleet@sumnercountyttn.gov>; Eric Sitler <esitler@sumnercountyttn.gov>; Steven Weiner <sweiner@sumnercountyttn.gov>
Cc: John C. Isbell <johncisbell@sumnercountyttn.gov>
Subject: Re: [EXTERNAL]Sumner County Archives Roof Repair Documents

All,

I had asked the "Law Office" to hold their response until I could do some research on the costs that WOLD had referenced in their response to Kim Norfleet. The delay is completely my responsibility.

In my dealings with WOLD I have great respect for their professionalism and attention to detail, which is why I am (somewhat) taken aback by the attached estimates and architectural fee proposal of \$9,000.00. Since I've been a commissioner it has been my understanding that architectural fees are directly tied (on a percentage basis) to the cost of a project. I was not aware that a "fixed price" was even an option. I've attempted to look it up in "Tennessee Codes" but my ability to navigate those documents has come up lacking.

I did speak with the same contractor I have been working with since we started talking about the "Archive Roof" some sixteen months ago. His updated estimate (\$93,881.10) to the general recommendations that WOLD has included in their assessment of the work (attached) is substantially less money than anything WOLD has provided. As you all may remember, TLC's initial price to us was under \$50,000.00. When we put it out to bid, he was the lower bid of two but the specifications we provided drove his price into the eighty thousand dollar range; which triggered the need for an architect. Since TLC is a contractor who does this work every day of the week, I believe his price to be a more accurate representation of what it will cost to get the job done. It seems to me that if we can abandon a fixed 6% of total cost for the architectural fee, then we should probably put the architectural work out to bid. As I stated (above) I was not able to find the actual law on that so there may be more latitude to negotiate than I am aware of. I'll need to recruit the law office for clarification regarding that.

In the end I believe the estimates provided by WOLD to be excessive. If we are to be prudent

with taxpayer dollars we should either negotiate the architectural fee down to something more in line with the 6% we are accustomed to paying or we should put it out to bid; if that is allowed by Tennessee Law.

David Klein

From: Kim Norfleet
Sent: Thursday, March 7, 2024 1:30:49 PM
To: Eric Sitler; Steven Weiner
Cc: John C. Isbell; David Klein
Subject: FW: [EXTERNAL]Sumner County Archives Roof Repair Documents

Eric, Steve:

Attached is the contract document and fee proposal letter for the legal review from WOLD for the Archives Roof project. WOLD is proposing architectural fees of \$9,000 for the Sumner County Archives roof repair project. Can you please let me know if any revisions are necessary for the architectural contract?

If you have questions or need additional information, please let me know.

Thanks,

Kim Ark Norfleet
Sumner County, TN
355 N. Belvedere Dr.
Gallatin, TN 37066
615-442-1163
Fax: 615-451-6074
Email: knorfleet@sumnercountyttn.gov

From: Jacob Cherry <jcherry@woldae.com>
Sent: Wednesday, March 6, 2024 4:21 PM
To: Kim Norfleet <knorfleet@sumnercountyttn.gov>
Cc: Steve Griffin <SGriffin@woldae.com>; Beth Meadows <bmeadows@woldae.com>
Subject: [EXTERNAL]Sumner County Archives Roof Repair Documents

Kim,

Please find the attached documents for the Archives building roof repair project for your review:

- Fee proposal letter
- Repair recommendation

- Third-party budgeting / cost estimate document
- B101 Owner / Architect agreement

Please let me know if you have any questions. Thanks.

Sincerely,

Wold Architects and Engineers

**Jacob Cherry | AIA
Associate**

214 Centerview Drive, Suite 300
Brentwood, TN 37027

m 225 573 3125
o 615 370 8500 | woldae.com

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email ***

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Seventh day of March in the year Two Thousand Twenty Four
(In words, indicate day, month and year.)

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

Sumner County, Tennessee
355 North Belvedere Drive
Gallatin, TN 37066

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

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027
Telephone Number: 615.370.8500

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

Sumner County Archives Roof Maintenance
365 Belvedere Drive North
Gallatin, TN 37066

The Owner and Architect agree as follows.

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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.")

(Paragraphs deleted)

§ 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.)

Approximately 16,000 sq. ft. brick/block building with load bearing column and beam steel frame located at 365 Belvedere Drive North, Gallatin, TN 37066

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

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

Two Hundred Thousand Dollars (\$200,000)

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

.1 Design phase milestone dates, if any:

Unknown at time of Agreement

.2 Construction commencement date:

Unknown at time of Agreement

.3 Substantial Completion date or dates:

Unknown at time of Agreement

.4 Other milestone dates:

Unknown at time of Agreement

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

Competitive Bid

(Paragraphs deleted)

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

John C. Isbell
Mayor
355 North Belvedere Drive, Suite 102
Gallatin, TN 37066
(615) 451.5961

(Paragraphs deleted)

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

Jacob Cherry, AIA
Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027
615.370.8500

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Brian Crump, P.E.
Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027
615.370.8500

(Paragraphs deleted)

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

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User Notes:

(1699171159)

Owner's existing construction drawings dated 9/28/07

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than 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.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect 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.

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than 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.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

(Paragraphs deleted)

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. All bidding documents and contractual agreements shall be in compliance with the requirements of Tennessee's Public Bidding and Contracting Law as those apply to Public Entities.

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

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the owner in the preparation of the General Conditions of the Contract for Construction, and the form of agreement between the Owner and Contractor. All bidding documents and contractual agreements shall be in compliance with the requirements of Tennessee's public bidding and contracting law as those laws apply to public entities.

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

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primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statutes, ordinances, codes, rules, and regulations in force and publicly announced as of the date of this agreement or as of the date of subsequent compensation amendments, whichever is the latter.

§ 3.4.7 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

(Paragraphs deleted)

§ 3.5.2.4 In the event the lowest bid (or bids) exceeds the budget for the project, the Architect, in consultation with and at the direction of the Owner, shall provide modifications to the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to award the project as bid.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

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not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the end of the one year Contractor's construction warranty period.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	N/P
§ 4.1.1.2 Multiple preliminary designs	N/P
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	N/P
§ 4.1.1.6 Building Information Model management responsibilities	N/P
§ 4.1.1.7 Development of Building Information Models for post construction use	N/P
§ 4.1.1.8 Civil engineering	N/P
§ 4.1.1.9 Landscape design	N/P
§ 4.1.1.10 Architectural interior design	N/P
§ 4.1.1.11 Value analysis	N/P
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect – can be provided for additional fee
§ 4.1.1.13 On-site project representation	N/P
§ 4.1.1.14 Conformed documents for construction	N/P
§ 4.1.1.15 As-designed record drawings	N/P

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.16 As-constructed record drawings	N/P
§ 4.1.1.17 Post-occupancy evaluation	N/P
§ 4.1.1.18 Facility support services	N/P
§ 4.1.1.19 Tenant-related services	N/P
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.21 Telecommunications/data design	N/P
§ 4.1.1.22 Security evaluation and planning	N/P
§ 4.1.1.23 Commissioning	N/P
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.25 Fast-track design services	N/P
§ 4.1.1.26 Multiple bid packages	N/P
§ 4.1.1.27 Historic preservation	N/P
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/P
§ 4.1.1.29 Other services provided by specialty Consultants	N/P
§ 4.1.1.30 Other Supplemental Services	N/P

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

Init.

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

(Paragraphs deleted)

§ 4.2.4 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

(Paragraphs deleted)

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

(Paragraph deleted)

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. In addition, if the Owner modifies or reuses the instruments of service without the involvement or written consent of the Architect and the Architect's Consultant(s), the Owner shall remove the name and signatures of the Architect and the Architect's consultant(s) from the instruments of service prior to such reuse or modification. Any such reuse or modification shall be at the sole risk of the Owner and without liability for the Architect or the Architect's Consultant(s). The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Binding Dispute Resolution

(Paragraphs deleted)

§ 8.2.4 The method of binding dispute resolution shall be the following:

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User Notes:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 No legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to legal action involving an additional person or entity shall not constitute consent to legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement for legal action with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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§ 9.4 The Architect may terminate this Agreement in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3 or 9.4, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1
(Paragraphs deleted)
Percentage Basis

5% of the actual cost of construction, the total of which shall not exceed \$9,000 including reimbursable expenses and additional services unless agreed upon in writing. The above rates shall not exceed the maximum rates allowed by the State of Tennessee.

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

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

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Hourly rate or fixed fee agreed upon in writing.

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

Hourly rate or fixed fee agreed upon in writing.

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

Hourly rate of fixed fee agreed upon in writing.

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

Design Development Phase	Twenty Five	percent (25	%)
Construction Documents Phase	Forty Five	percent (45	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty Five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

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

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

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

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Mileage based on Federal Rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, including Government Agency review and permit fees
- .4 Printing, reproductions, plots, and standard form documents;

- .5 Postage, handling, and delivery;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

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

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below.

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

Local rate of interest as set by Tennessee State Statute

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 Verification of Existing Conditions: Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Architect shall not be responsible for such assumptions if made by the Architect in good faith and within the standard of care set forth in Section 2.2 of this Agreement.

12.2 Standard of Care: In providing services under this Agreement, the Architect shall perform in a manner

consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement.

12.3 Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultant or anyone for whom the Architect is legally liable.

The Architect shall not be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

12.4 Accessibility: The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Architect shall, accordingly, not have any liability to the Owner in connection with same.

12.5 Hazardous Materials: As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, mold, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

12.6 Betterment: If a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

12.7 Code Compliance: The Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the

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schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

12.8 Value Engineering: If the Owner retains the services of a Value Engineer (VE) to review the plans prepared by the Architect, these services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity of the VE and shall define the VE's scope of services. All recommendations of the VE shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations.

If the Architect objects to any recommendations made by the VE, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, in spite of the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

In addition, the Architect shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. The Architect shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. The Architect's time for performance of its services shall be equitably adjusted.

12.9 Estimates: The Architect's Opinion of Probable Cost for the cost of the Work as described in Article 6, paragraph 6.3 of this Agreement shall be based on an area cost concept of cost per square foot. A detailed estimate based on a quantitative concept is an Additional Service as addressed in Article 4, paragraph 4.1 of this Agreement. The Architect's Opinion of Probable Cost is based on the Architect's reasonable professional judgement and experience and does not constitute a warranty, expressed or implied, that the Contractor's cost for the Work will not vary from the Architect's opinion of probable cost.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

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

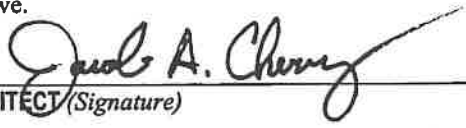
Exhibit "A" Hourly Rates

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

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

OWNER (Signature)

John C. Isbell, Sumner County Mayor
(Printed name and title)



ARCHITECT (Signature)

Jacob Cherry, Associate, TN License No. 107652
(Printed name, title, and license number, if required)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:24:04 CT on 03/27/2024.

PAGE 1

AGREEMENT made as of the Twenty Seventh day of March in the year Two Thousand Twenty Four

...

Sumner County, Tennessee
355 North Belvedere Drive
Gallatin, TN 37066

...

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027
Telephone Number: 615.370.8500

...

Sumner County Archives Roof Maintenance
365 Belvedere Drive North
Gallatin, TN 37066

PAGE 2

§ 1.1.1 The Owner's program for the Project:

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

...

Approximately 16,000 sq. ft. brick/block building with load bearing column and beam steel frame located at 365 Belvedere Drive North, Gallatin, TN 37066

...

Two Hundred Thousand Dollars (\$200,000)

PAGE 3

Unknown at time of Agreement

...

Unknown at time of Agreement

...

Unknown at time of Agreement

...

Unknown at time of Agreement

...

Competitive Bid

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

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

...

John C. Isbell
Mayor
355 North Belvedere Drive, Suite 102
Gallatin, TN 37066
(615) 451.5961

PAGE 4

~~§ 4.1.8~~ The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

~~§ 4.1.9~~ The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

~~1~~ — Geotechnical Engineer:

~~2~~ — Civil Engineer:

~~3~~ — Other, if any:
(List any other consultants and contractors retained by the Owner.)

...

Jacob Cherry, AIA
Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027
615.370.8500

...

Brian Crump, P.E.
Wold Architects and Engineers

214 Centerview Drive, Suite 300
Brentwood, TN 37027
615.370.8500

...

~~.2 Mechanical Engineer:~~

...

~~.3 Electrical Engineer:~~

...

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

Owner's existing construction drawings dated 9/28/07

PAGE 5

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

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

...

~~§ 2.5.1 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.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect 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.~~

...

~~§ 2.5.5 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.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$—) per claim and (\$—) One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.~~

PAGE 7

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

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

...

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. All bidding documents and contractual agreements shall be in compliance with the requirements of Tennessee's Public Bidding and Contracting Law as those apply to Public Entities.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the owner in the preparation of the General Conditions of the Contract for Construction, and the form of agreement between the Owner and Contractor. All bidding documents and contractual agreements shall be in compliance with the requirements of Tennessee's public bidding and contracting law as those laws apply to public entities.

§ 3.4.6 The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statutes, ordinances, codes, rules, and regulations in force and publicly announced as of the date of this agreement or as of the date of subsequent compensation amendments, whichever is the latter.

§ 3.4.7 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

PAGE 8

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

...

- .2 organizing and conducting a pre-bid conference for prospective bidders;~~bidders if requested by Owner;~~

...

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

~~§ 3.5.3 Negotiated Proposals~~

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

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

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

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

§ 3.5.2.4 In the event the lowest bid (or bids) exceeds the budget for the project, the Architect, in consultation with and at the direction of the Owner, shall provide modifications to the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to award the project as bid.

PAGE 9

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment at the end of the one year Contractor’s construction warranty period.

PAGE 10

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

PAGE 11

§ 4.1.1.1	Programming	<u>N/P</u>
§ 4.1.1.2	Multiple preliminary designs	<u>N/P</u>
§ 4.1.1.3	Measured drawings	<u>Owner</u>
§ 4.1.1.4	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5	Site evaluation and planning	<u>N/P</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>N/P</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>N/P</u>
§ 4.1.1.8	Civil engineering	<u>N/P</u>
§ 4.1.1.9	Landscape design	<u>N/P</u>
§ 4.1.1.10	Architectural interior design	<u>N/P</u>
§ 4.1.1.11	Value analysis	<u>N/P</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Architect – can be provided for additional fee</u>
§ 4.1.1.13	On-site project representation	<u>N/P</u>
§ 4.1.1.14	Conformed documents for construction	<u>N/P</u>
§ 4.1.1.15	As-designed record drawings	<u>N/P</u>
§ 4.1.1.16	As-constructed record drawings	<u>N/P</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>N/P</u>

§ 4.1.1.18	Facility support services	N/P
§ 4.1.1.19	Tenant-related services	N/P
§ 4.1.1.20	Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.21	Telecommunications/data design	N/P
§ 4.1.1.22	Security evaluation and planning	N/P
§ 4.1.1.23	Commissioning	N/P
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.25	Fast-track design services	N/P
§ 4.1.1.26	Multiple bid packages	N/P
§ 4.1.1.27	Historic preservation	N/P
§ 4.1.1.28	Furniture, furnishings, and equipment design	N/P
§ 4.1.1.29	Other services provided by specialty Consultants	N/P
§ 4.1.1.30	Other Supplemental Services	N/P

PAGE 12

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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

PAGE 13

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

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

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

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

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

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

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

PAGE 15

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

...

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

PAGE 16

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. In addition, if the Owner modifies or reuses the instruments of service without the involvement or written consent of the Architect and the Architect's Consultant(s), the Owner shall remove the name and signatures of the Architect and the Architect's consultant(s) from the instruments of service prior to such reuse or modification. Any such reuse or modification shall be at the sole risk of the Owner and without liability for the Architect or the Architect's Consultant(s).~~ The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

...

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

§ 8.2 Mediation~~Binding~~ Dispute Resolution

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

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

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

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

PAGE 17

Litigation in a court of competent jurisdiction

...

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

§ 8.3 Arbitration

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

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

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

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

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). No legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to legal action involving an additional person or entity shall not constitute consent to legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement for legal action with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

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

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

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

PAGE 18

~~§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Architect may terminate this Agreement in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice.~~

...

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section ~~9.3, 9.3~~ or 9.4, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

...

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.7.

...

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

PAGE 19

.1 Stipulated Sum
~~_____~~
(Insert amount)

.2 — Percentage Basis
(Insert percentage value)

_____ ()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section ~~11.6.5~~ of the actual cost of construction, the total of which shall not exceed \$9,000 including reimbursable expenses and additional services unless agreed upon in writing. The above rates shall not exceed the maximum rates allowed by the State of Tennessee.

.3 — Other
(Describe the method of compensation)

PAGE 20

Hourly rate or fixed fee agreed upon in writing.

...

Hourly rate or fixed fee agreed upon in writing.

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

...

Hourly rate of fixed fee agreed upon in writing.

...

Schematic Design Phase		percent (%)
Design Development Phase	<u>Twenty Five</u>	percent (<u>25</u>	%)
Construction Documents Phase	<u>Forty Five</u>	percent (<u>45</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty Five</u>	percent (<u>25</u>	%)

...

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below in Exhibit A. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

...

Employee or Category	Rate (\$0.00)
-----------------------------	----------------------

...

~~.1 Transportation and authorized out of town travel and subsistence;~~ Mileage based on Federal Rates in connection with the project and Owner requested out-of-state travel;

...

~~.3~~ Permitting and other fees required by authorities having jurisdiction over the Project; Project, including Government Agency review and permit fees

PAGE 21

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below: coverages.
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

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

~~§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect below.~~

...

~~%—Local rate of interest as set by Tennessee State Statute~~

...

12.1 Verification of Existing Conditions: Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Architect shall not be responsible for such assumptions if made by the Architect in good faith and within the standard of care set forth in Section 2.2 of this Agreement.

12.2 Standard of Care: In providing services under this Agreement, the Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement.

12.3 Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultant or anyone for whom the Architect is legally liable.

The Architect shall not be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

12.4 Accessibility: The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Architect shall, accordingly, not have any liability to the Owner in connection with same.

12.5 Hazardous Materials: As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, mold, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be

present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

12.6 Betterment: If a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

12.7 Code Compliance: The Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

12.8 Value Engineering: If the Owner retains the services of a Value Engineer (VE) to review the plans prepared by the Architect, these services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity of the VE and shall define the VE's scope of services. All recommendations of the VE shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations.

If the Architect objects to any recommendations made by the VE, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, in spite of the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

In addition, the Architect shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. The Architect shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. The Architect's time for performance of its services shall be equitably adjusted.

12.9 Estimates: The Architect's Opinion of Probable Cost for the cost of the Work as described in Article 6, paragraph 6.3 of this Agreement shall be based on an area cost concept of cost per square foot. A detailed estimate based on a quantitative concept is an Additional Service as addressed in Article 4, paragraph 4.1 of this Agreement. The Architect's Opinion of Probable Cost is based on the Architect's reasonable professional judgement and experience and does not constitute a warranty, expressed or implied, that the Contractor's cost for the Work will not vary from the Architect's opinion of probable cost.

PAGE 23

.2—AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

...

[] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)

...

[] — Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" Hourly Rates

PAGE 24

John C. Isbell, Sumner County Mayor

Jacob Cherry, Associate, TN License No. 107652

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 09:24:04 CT on 03/27/2024 under Order No. 2114500194 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

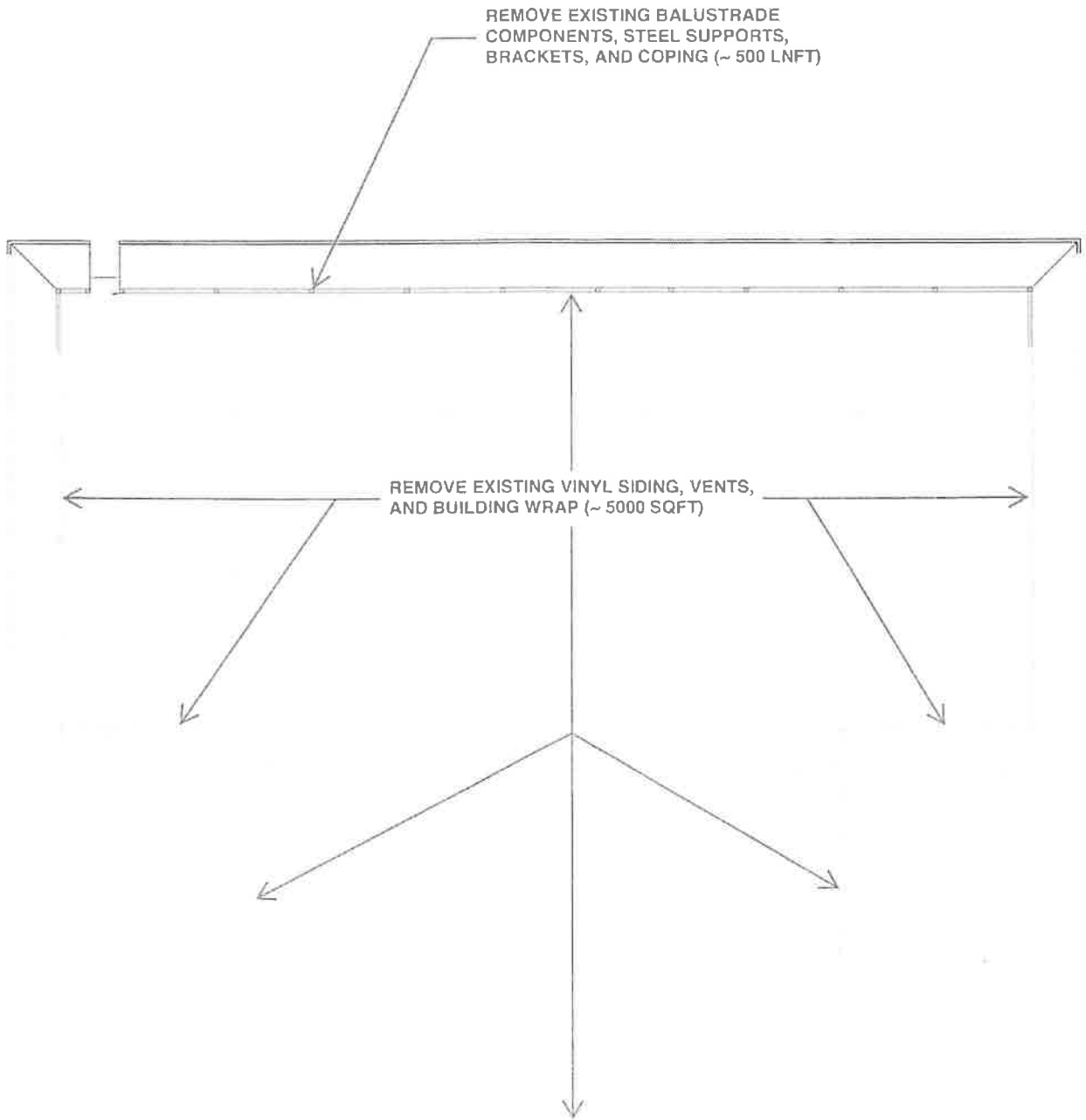
Associate, Wold Architects and Engineers

(Title)

03/27/2024

(Dated)

SUMNER COUNTY ARCHIVES BUILDING
ROOF MAINTENANCE RECOMMENDATIONS

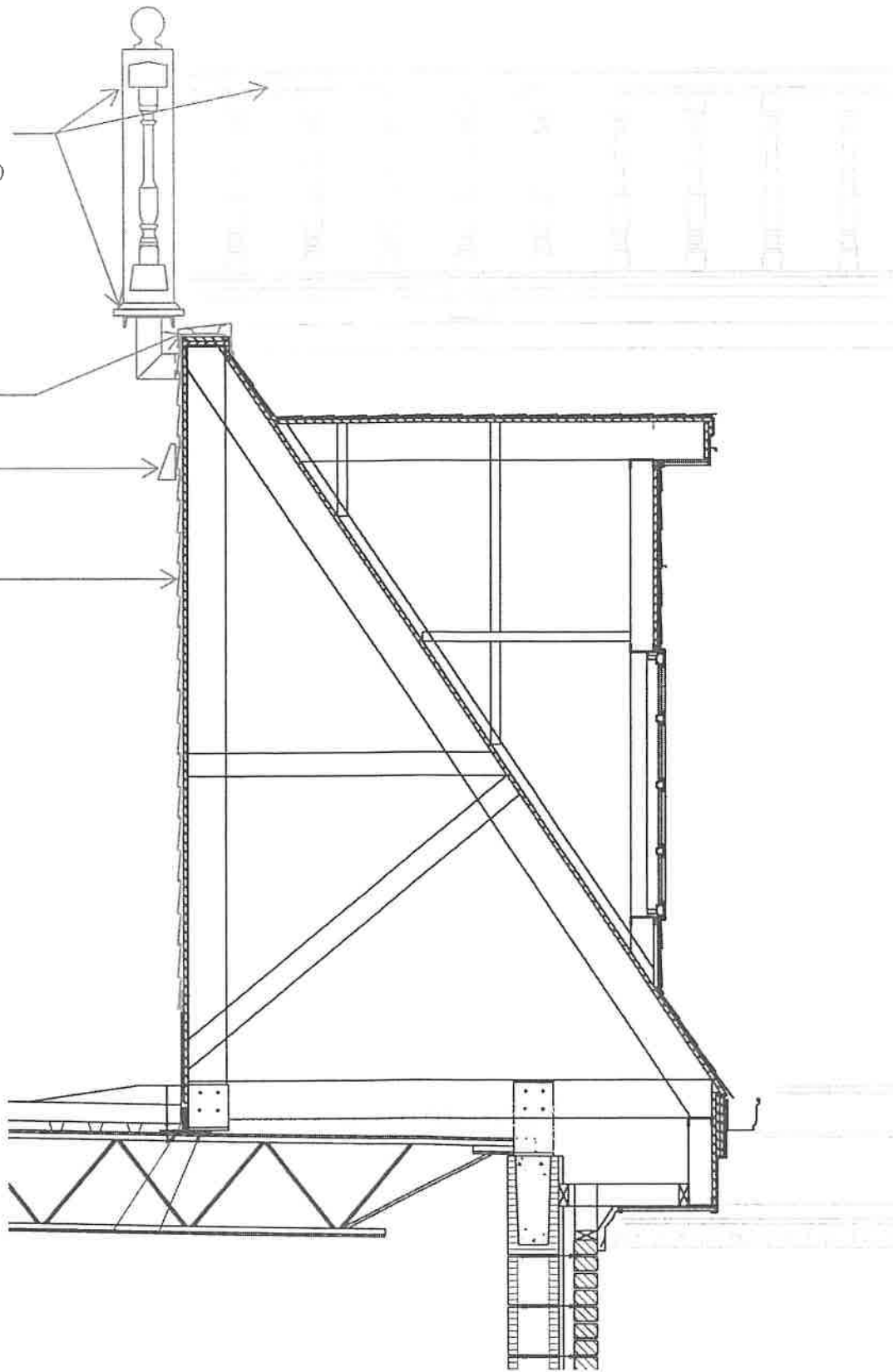


REMOVE EXISTING
BALUSTRADE
COMPONENTS, STEEL
SUPPORTS, AND
BRACKETS (~ 500 LNFT)

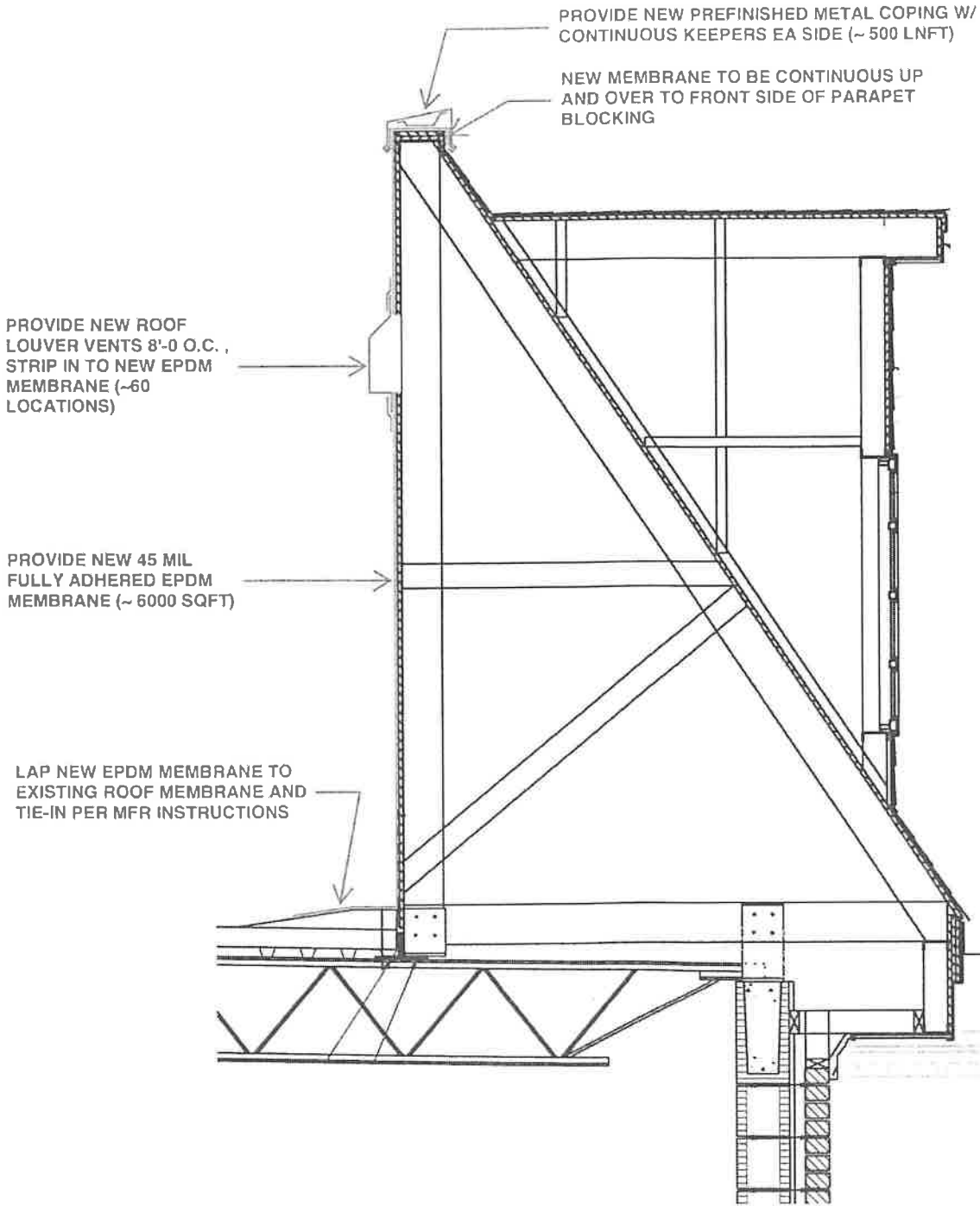
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COPING (~ 500 LNFT)

REMOVE EXISTING
VENTS (4'-0" O.C.)

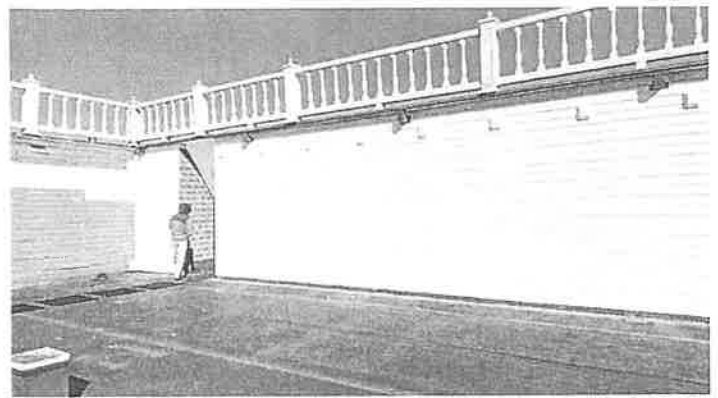
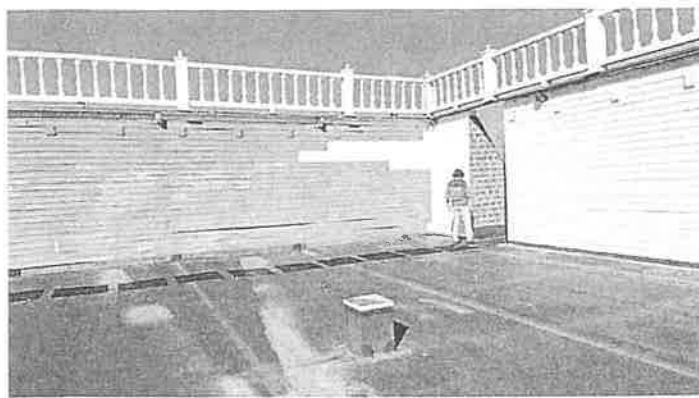
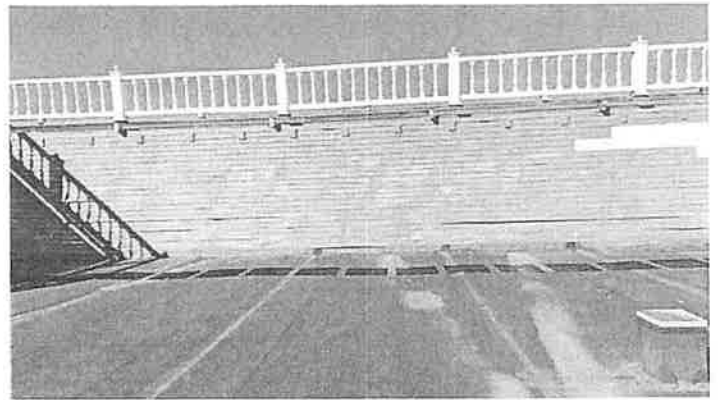
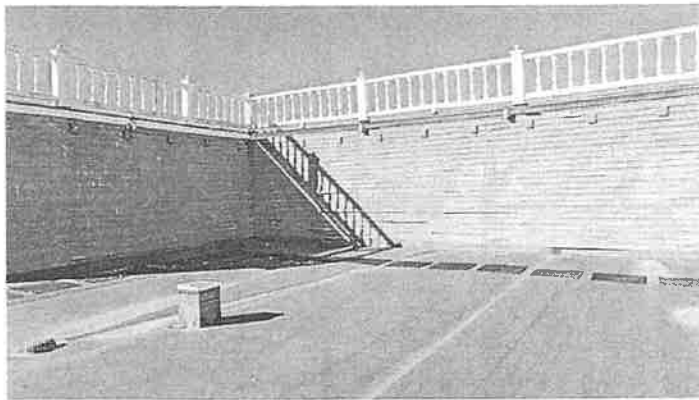
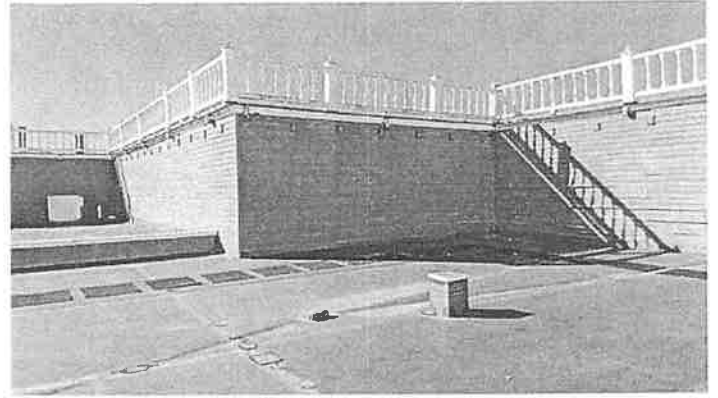
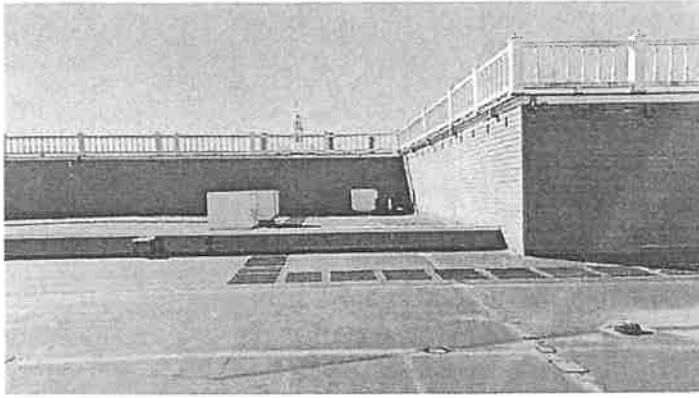
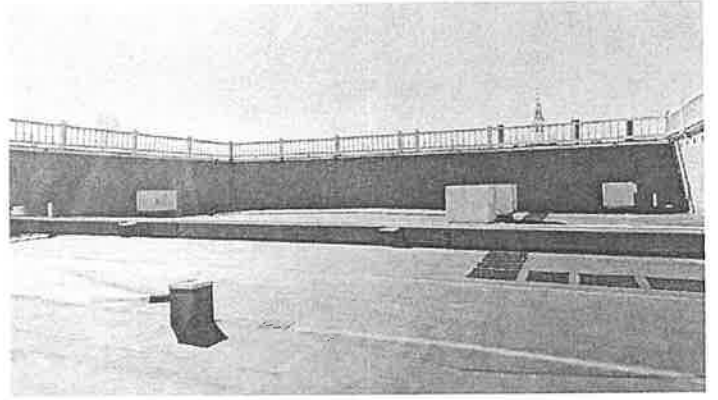
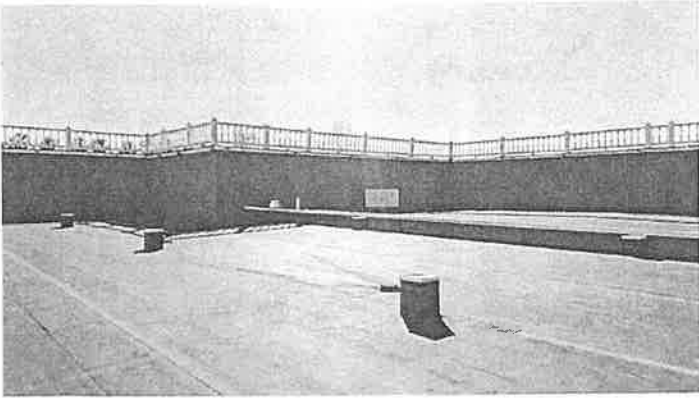
REMOVE EXISTING
VINYL SIDING AND
BUILDING WRAP
(~ 5000 SQFT)

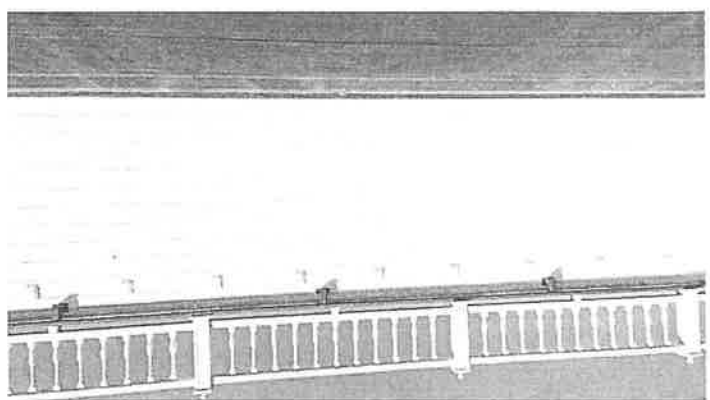
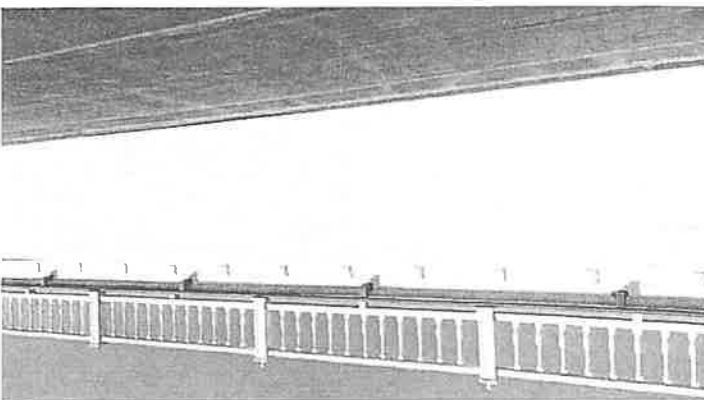
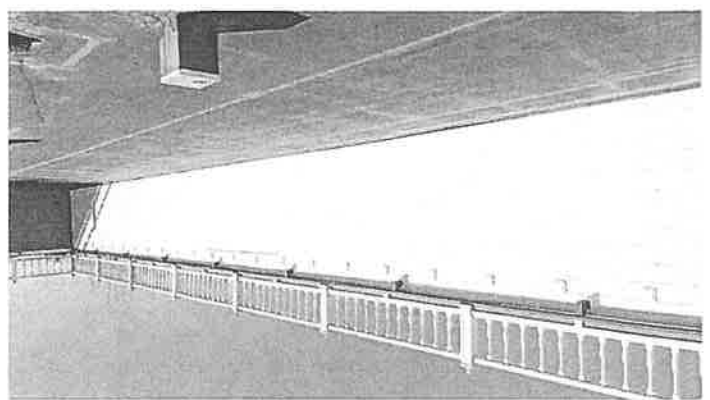
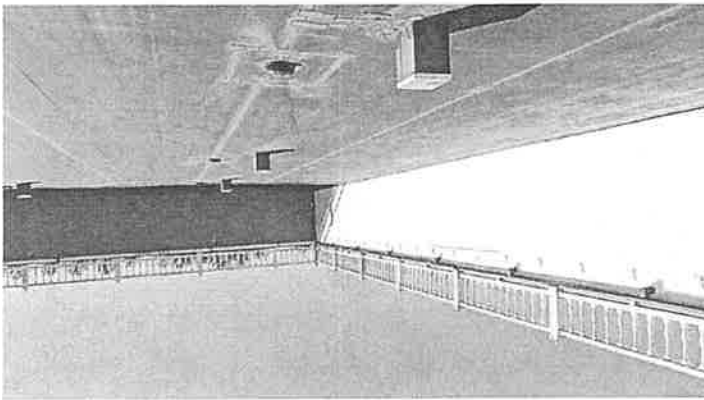
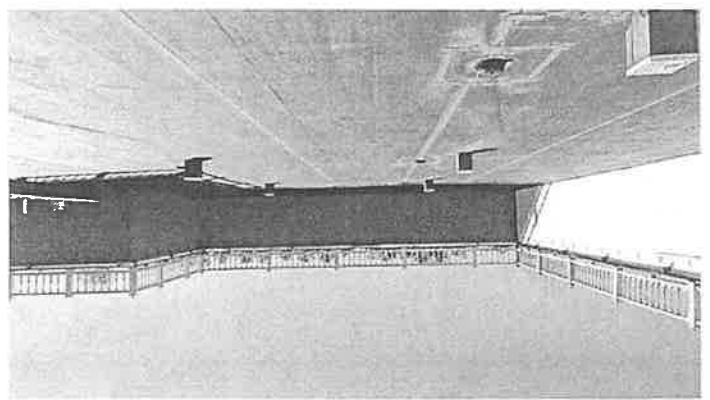
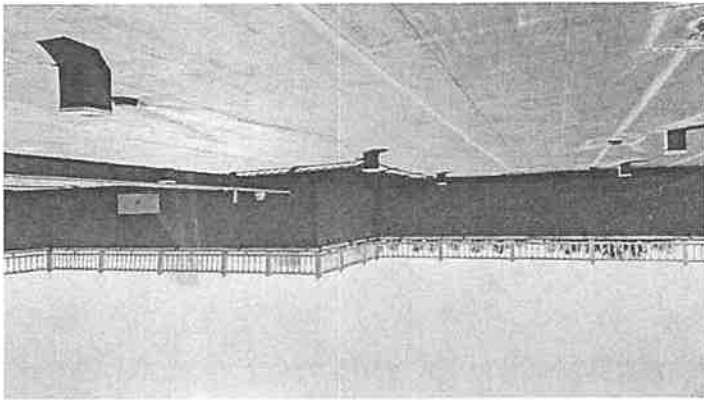
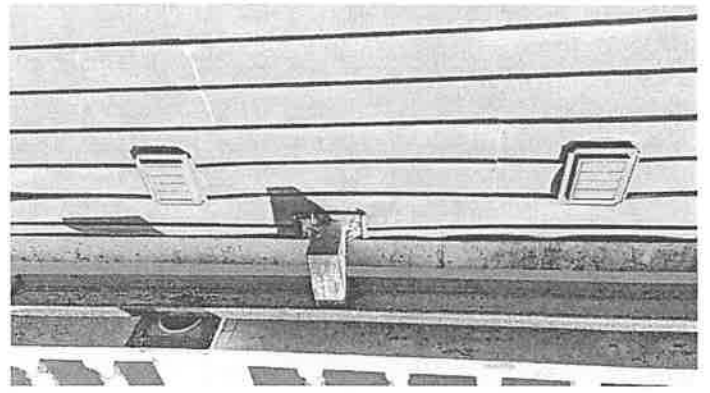
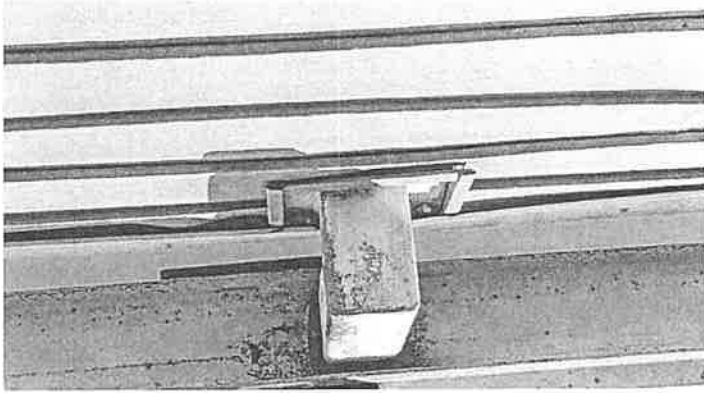


SECTION AT EXISTING MANSARD



SECTION AT EXISTING MANSARD





CONCEPTUAL PRICING DETAIL

Project: Archive Building

Scope: Replace Siding w/EPDM Membrane
 Monday, March 4, 2024
 Architect: Wold Architects and Engineers



02 15 00	Selective Demolition	Quantity: Unit	Unit Price:	Amount:	Notes:
02 15 00	Remove Balustrade Components	500 LF	\$10.00	\$5,000	
02 15 00	Remove Vinyl Siding, Vents, and Building Wrap	5,000 SF	\$3.50	\$17,500	
02 15 00	Demolition Tools/Dumpsters/Equipment	1 LS	\$7,500.00	\$7,500	
02 15 00	Subcontractor O.H. & Profit	15% LS	n/a	\$4,500	
	Total Selective Demolition			\$34,500	

06 10 00	Carpentry	Quantity: Unit	Unit Price:	Amount:	Notes:
06 10 00	Replace Blocking at Parapet	500 LF	\$15.00	\$7,500	
06 10 00	Subcontractor O.H. & P	15% LS	n/a	\$1,125	
	Total Rough Carpentry			\$8,625	

07 46 00	Siding	Quantity: Unit	Unit Price:	Amount:	Notes:
07 46 00	Fully-Adhered EPDM Membrane	6,000 SF	\$10.00	\$60,000	
07 46 00	Wrap Membrane Around Parapet & Tie Into Roof	500 LF	\$25.00	\$12,500	
07 46 00	Roof Louver Vents	60 EA	\$200.00	\$12,000	
07 46 00	Subcontractor O.H. & P	15% LS	n/a	\$12,675	
	Total Siding			\$97,175	

07 60 00	Sheet Metal	Quantity: Unit	Unit Price:	Amount:	Notes:
07 60 00	Prefin. Coping w/Cont. Keeper	500 LF	\$40.00	\$20,000	
07 60 00	Subcontractor O.H. & P	15% LS	n/a	\$3,000	
	Total Sheet Metal			\$23,000	

SUB-TOTAL		\$163,300
General Conditions	20.00%	\$32,660
Design Contingency	5.00%	\$9,798
Construction Contingency	5.00%	\$10,288
Builders Risk Insurance	1.50%	\$3,241
General Liability Insurance	1.00%	\$2,193
Performance and Payment Bond	1.15%	\$2,547
Contractor Fee	7.00%	\$15,682
Escalation	0.00%	\$0
TOTAL AMOUNT		\$239,708

STATE OF TENNESSEE
Sumner County



APRIL 17, 2023

Date

Board of County Commissioners
RESOLUTION

No. 2304-18

TITLE **A RESOLUTION CREATING THE SUMNER COUNTY VOLUNTARY TAX ACT FOR REPAIR, UPKEEP, IMPROVEMENTS, AND SECURITY FOR THE "DRAPER HOUSE AND OLD POST OFFICE PROPERTY LOCATED AT 2268 STATE ROUTE 25, COTTONTOWN, TENNESSEE 37048"**

WHEREAS, the economic resources and financial conditions of our county have forced this body to make drastic cuts in every area of our budget; and

WHEREAS, due to these dire economic times, this body cannot force tax increases on its citizens yet many have offered to pay additional sums in an effort to better fund capital projects that benefit all the people.

THEREFORE, BE IT RESOLVED, by the Sumner County Board of County Commissioners meeting in regular session on this the 17th day of April 2023 that this body does hereby, in an effort to pay repairs, upkeep, improvements, and security for the "Draper House and old Post Office property located at 2268 State Route 25, Cottontown, Tennessee 37048," create THE SUMNER COUNTY VOLUNTARY TAX ACT FOR REPAIR, UPKEEP, IMPROVEMENTS, AND SECURITY FOR THE "DRAPER HOUSE." (*the Act) and by such formation, ask citizens who wish to aid our county to make additional voluntary tax contributions; and

BE IT FURTHER RESOLVED, that the purpose of the Act shall be to promote and encourage the contribution of voluntary tax donations to the county to be used to pay for repairs, upkeep, improvements, and security for the "Draper House and old Post Office property located at 2268 State Route 25, Cottontown, Tennessee 37048;" and

BE IT FURTHER RESOLVED, contributions shall be mailed to the Sumner County Finance Department, 355 North Belvedere Drive, Gallatin, TN 37066 and that a special account shall be created and maintained by the Finance Department which shall assign and reserve all contributions to be used for repairs, upkeep, improvements, and security for the "Draper House and old Post Office property located at 2268 State Route 25, Cottontown, Tennessee 37048;" and

BE IT FURTHER RESOLVED, that all donations must be accepted and distributed pursuant to all state and federal laws, rules and regulations and reported on a monthly basis to the Budget Committee as well as to this body; and

BE IT FURTHER RESOLVED, that any donations received shall be so noted in the records of this body as to make it a permanent part of the record and thereby remaining a part of the history of this county; and

BE IT FURTHER RESOLVED, outside of this volunteer tax act, no additional county funds will be spent.

CERTIFICATION OF ACTION

Carole Ann Simpkins
COUNTY CLERK

[Signature]
COUNTY MAYOR

4/26/2023
DATE

UNANIMOUS VOICE VOTE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:

Commissioner Mansfield introduced the following resolution and moved to amend the title and the third through fifth paragraph to include "and old post office" after "Draper House."
Commissioner Teachener seconded the motion.

2304-18 A RESOLUTION CREATING THE SUMNER COUNTY VOLUNTARY TAX ACT FOR REPAIR, UPKEEP, IMPROVEMENTS, AND SECURITY FOR THE "DRAPER HOUSE AND OLD POST OFFICE PROPERTY LOCATED AT 2268 STATE ROUTE 25, COTTONTOWN, TENNESSEE 37048"

WHEREAS, the economic resources and financial conditions of our county have forced this body to make drastic cuts in every area of our budget; and

WHEREAS, due to these dire economic times, this body cannot force tax increases on its citizens yet many have offered to pay additional sums in an effort to better fund capital projects that benefit all the people,

THEREFORE, BE IT RESOLVED, by the Sumner County Board of County Commissioners meeting in regular session on this the 17th day of April 2023 that this body does hereby, in an effort to pay repairs, upkeep, improvements, and security for the "Draper House and old Post Office property located at 2268 State Route 25, Cottontown, Tennessee 37048," create THE SUMNER COUNTY VOLUNTARY TAX ACT FOR REPAIR, UPKEEP, IMPROVEMENTS, AND SECURITY FOR THE "DRAPER HOUSE," ("the Act") and by such formation, ask citizens who wish to aid our county to make additional voluntary tax contributions, and

BE IT FURTHER RESOLVED, that the purpose of the Act shall be to promote and encourage the contribution of voluntary tax donations to the county to be used to pay for repairs, upkeep, improvements, and security for the "Draper House and old Post Office property located at 2268 State Route 25, Cottontown, Tennessee 37048;" and

BE IT FURTHER RESOLVED, contributions shall be mailed to the Sumner County Finance Department, 355 North Belvedere Drive, Gallatin, TN 37066 and that a special account shall be created and maintained by the Finance Department which shall assign and reserve all contributions to be used for repairs, upkeep, improvements, and security for the "Draper House and old Post Office property located at 2268 State Route 25, Cottontown, Tennessee 37048;" and

BE IT FURTHER RESOLVED, that all donations must be accepted and distributed pursuant to all state and federal laws, rules and regulations and reported on a monthly basis to the Budget Committee as well as to this body; and

BE IT FURTHER RESOLVED, that any donations received shall be so noted in the records of this body as to make it a permanent part of the record and thereby remaining a part of the history of this county, and

BE IT FURTHER RESOLVED, outside of this volunteer tax act, no additional county funds will be spent.

After discussion, Commissioner Wynne moved, seconded by Commissioner Becker, to amend to add "be it further resolved no funding outside this designated fund is to be used to repair, improve, maintain or secure these buildings located at 2268 State Route 25, Cottontown, Tennessee 37048"

Chairman Hyde declared the amendment approved by voice vote of the body.

After further discussion, Commissioner Ring moved, seconded by Commissioner Becker, to amend to add "insurance" after improvements in the first "Therefore, Be It Resolved" paragraph.

Chairman Hyde declared the amendment to add insurance failed to carry by voice vote of the body.

County Mayor John Isbell stated the deed will need to be changed if property is removed from the FEMA program.

Being on the prevailing side, Commissioner Becker moved, seconded by Commissioner Jones, to reconsider Resolution 2304-12. After discussion, Commissioner Jones withdrew his second. The motion failed for lack of second.

Commissioner Shoaf called for the question, seconded by Commissioner Mansfield.

The electronic vote to call for the question was recorded in the following manner

Call for question		4/17/2023 10:50:03 PM	
2304 18			
YES - 20		NO - 4	ABS - 0
<i>Individual Voting Results</i>			
Becker 21	N	Boyt 13	- Y
Burgdorf 19	- Y	Conung 9	Y
Harrison 3	- N	Holmes 17	- Y
Jones 73	Y	Klein 6	- Y
Mansfield 16	- Y	Miller 74	- Y
Poweroy 11	Y	Ring 8	- N
Schall 18	Y	Shoaf 22	- Y
Teachenor 14	- Y	Wright 7	Y
		Brown 17	- Y
		Harris 10	- Y
		Hyde 70	Y
		Lamberth 4	- Y
		Koss 1	Y
		Rogers 5	- Y
		Sullivan 7	- Y
		Wynne 15	- N

Chairman Hyde declared the call for question approved by the body.

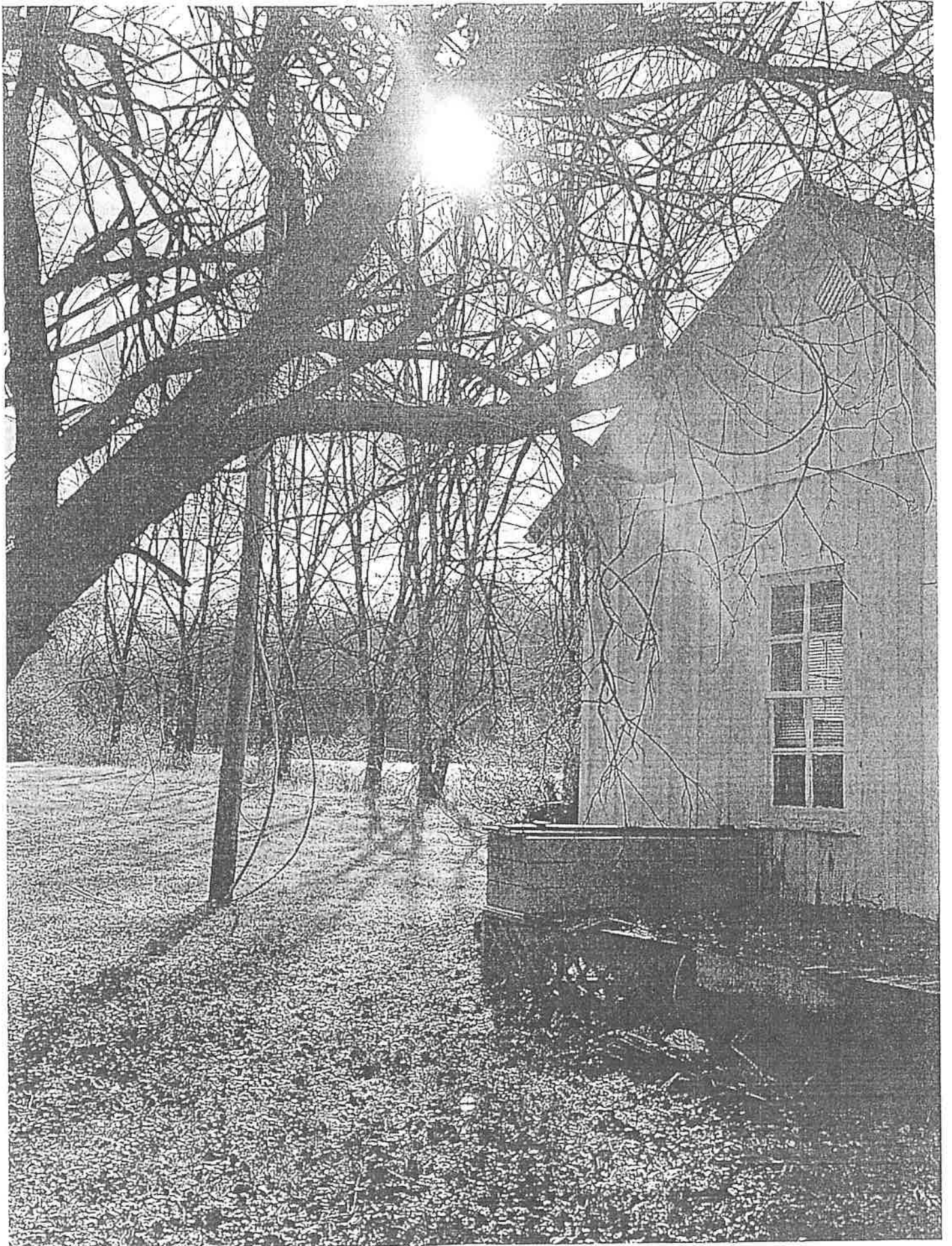
Chairman Hyde declared Resolution 2304-18 approved as amended by voice vote of the body

Commissioner Mansfield introduced the following resolution and moved for approval; Commissioner Wynne seconded the motion.

2304-27 A RESOLUTION ACCEPTING THE REVIEW OF THE JUDICIAL MAGISTRATE PROGRAM

WHEREAS, the 2022 annual review of the Sumner County Judicial Magistrate program was held on April 17, 2023, before this body,

NOW, THEREFORE, BE IT RESOLVED that the Sumner County Board of County Commissioners meeting in regular session on this the 17th day of April 2023, that this body does hereby accept the review of the Judicial Magistrate program for the 2022 calendar year; and



Tue 1/23, 4:25 PM
Mayor Isbell,

It has recently come to my attention that an old (dead or dying) tree behind the Historic Cottontown Post Office is leaning towards and about to touch the roof and back wall of the building. Would you please dispatch (as soon as possible) someone to remove the tree so as to end any possibility of the tree damaging the building?

Thank you in advance.

Sincerely,
David Klein

Tue 1/23, 8:51 PM
Chairman Klein,

I will reach out to a tree company for a quote.

Take Care,

John C. Isbell

Friday, January 26, 2024 1:01:37 PM

Thank you, Sir!

David

Friday, January 26, 2024 2:01:05 PM

David,

It is my understanding that the Cottontown group is now responsible for the maintenance and upkeep for the property. Please add this to the General Operations Committee agenda for consideration.

Thank you,

John C. Isbell
Sumner County Mayor

Friday, January 26, 2024 2:14:49 PM

John,

I will add it to the agenda, but I don't think they are responsible for the Post office or the Draper House. When they offered to pay the costs at the Draper House I understood it was a good faith gesture on their part to show that they wanted to invest in their community and were serious about it. At this point in time they have no "legal" right nor "responsibility" to maintain anything out there. I know of no agreement(s) to that end.

The County always intended to keep and maintain the old Post Office. Any damage that this tree could cause will be the responsibility of the county to repair. I would suggest you hire or dispatch somebody to take care of the problem before it does any damage. We can discuss the little amount it will cost to remove the tree at a later date. Since you insist on all of the work be run through your office anyway, at least get a price or two prior to the next GenOps meeting so we have something to talk about.

Thank You in advance.

David

Fri 1/26, 2:35 PM
Chairman Klein,

That is not my interpretation. It is considered one property and their community development plans includes the historic post office.

Take Care,

John

MINUTES
HEALTH & EMERGENCY SERVICES COMMITTEE
CHAIRMAN, DARRELL ROGERS
APRIL 1, 2024

Present:

Darrell Rogers, Chairman
Dr. Mary Genung, Vice-Chairman
Shannon Burgdorf
Benjamin A. Harris
Tim Jones

Absent:

Terri Boyt
Terry Wright

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Merrol Hyde, Commission Chairman
Eric Craddock, Sheriff Chief Deputy
Jay Austin, EMS Assistant Chief
Jennifer Mitchell, minute taker

Chairman Rogers called the regular meeting of the Health and Emergency Services Committee to order with an invocation by Commissioner Harris on Monday, April 1, 2024, at 5:00 p.m. in the Sumner County Administration Building. A quorum was present.

3. Approval of Agenda.

Without objection, Chairman Rogers added the OCV, LLC invoice for the Sheriff's office under new business as item 13d. (invoice attached)

Comm. Harris moved, seconded by Comm. Genung, to approve the agenda as amended. The motion carried unanimously.

4. Approval of the Minutes of March 4, 2024.

Upon motion of Comm. Harris, seconded by Comm. Burgdorf, the Committee voted unanimously to approve the minutes from March 4, 2024.

5. Recognition of the Public.

None

6. Report of the Chairman. No report

7. Report of the County Mayor.

County Mayor John Isbell took a moment to advocate for the appointment of Amanda Derington as County Medical Examiner.

8. Report of the Sheriff.

Sheriff Chief Deputy Eric Craddock gave a brief overview of monthly reports which are attached. He stated correctional officer retention has significantly improved since pay increases.

9. Report of the Emergency Management Agency.

Not present

10. Report of EMS.

Assistant Chief Jay Austin gave a brief overview of the monthly reports which are attached. He reported there are twelve vacancies with two others waiting to leave once paperwork is processed. County Mayor John Isbell noted employee burnout will increase with staffing shortages.

11. Report of the ECC.

County Mayor John Isbell had no report.

12. Old Business.

a. Volunteer Fire Department funding structure.

Comm. Genung moved, seconded by Comm. Harris, to send to the Budget Committee with a positive recommendation. The motion carried unanimously.

13. New Business

a. Cellebrite Renewal.

After brief discussion, Comm. Harris moved, seconded by Comm. Burgdorf, to approve and forward to the Budget Committee. The motion carried unanimously.

13b. Appointment of County Medical Examiner, Doctor Amanda Derington.

Comm. Genung moved, seconded by Comm. Jones, to approve and forward to full Commission. The motion carried unanimously.

13c. ECD MOU Sumner County and Gallatin.

Comm. Burgdorf moved, seconded by Comm. Jones, to discuss. The motion carried unanimously.

Without objection, Director of ECD Michael Guthrie explained that the Executive Committee reviewed the request and felt it needed to go through the Committee process since the tower is owned by the County. The City of Gallatin and Public Works requested to place the antenna on the tower at ECC and a small piece of equipment inside the ECC building.

After brief discussion, Comm. Burgdorf moved, seconded by Comm. Jones, to approve with legal to change owner information from ECC to the County and forward to General Operations Committee. The motion to approve as amended carried unanimously.

13d. OCV, LLC for Sheriff's Department.

Comm. Harris moved, seconded by Comm. Genung, to approve. The motion carried unanimously.

12. Adjournment. Chairman Rogers declared the meeting adjourned at 5:27 p.m. upon motion by Comm. Burgdorf and seconded by Comm. Jones.

Prepared by Jennifer Mitchell

OCV, LLC
 PO Box 2010
 Opelika, AL 36803
 800-381-8321
 accounts@myocv.com
 http://www.myocv.com

Invoice



BILL TO
 Sumner County Sheriff's Office
 117 W. Smith St.
 Gallatin, TN 36101

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
F10-5041	03/14/2024	\$12,147.50	04/30/2024	Net 30	

DESCRIPTION	ACTIVITY	QTY	RATE	AMOUNT
Annual support fee to maintain app and upgrade to current iOS and Android standards, host any internal feeds and database structures, and provide customer support. (4/1/2024 - 3/31/2025)	Annual Renewal Fee	1	9,718.00	9,718.00
Prorated Annual support fee to maintain app and upgrade to current iOS and Android standards, host any internal feeds and database structures, and provide customer support. (4/1/2025 - 6/30/2025)	Annual Renewal Fee	0.25	9,718.00	2,429.50

Please contact Accounts@myocv.com with any invoicing questions.
 For technical support, please contact Support@myocv.com.

BALANCE DUE

\$12,147.50

Thank you for doing business with OCV, LLC!

March 2024

Total Deposits: \$46,920.55 – (No disbursements for March)

Calls for Service: 5,747 (Report is attached)

Sumner County Sheriff's Office – Arrests: Report is attached

Jail - Average Daily Population: 718

Warrants--Civil & Criminal:

- Criminal Warrants received from March 1st, 2024 through March 31st, 2024.....1,190
- Criminal Warrants served from March 1st, 2024 through March 31st, 2024.....1,228

- Civil Warrants received from March 1st, 2024 through March 31st, 2024.....683
- Civil Warrants served from March 1st, 2024 through March 31st, 2024.....646

Vacancies:

- Deputy Sheriff (Patrol): 6 vacancies
- Deputy Sheriff (SRO): 2 vacancies
- Court Officer: 2 vacancies
- Correctional Officer: 33 vacancies (see next bullet)
 - **Next Civil Service Test will be conducted on 06/01/2024**

Budget:

- The large medical bill we were expecting came in and was paid (\$223,450.00). We transferred monies from food supplies and utilized SCAAP grant funds to pay this bill.
- We have transfers pending Budget Committee approval to move funds from vacant positions to overtime.

Animal Control

- The animal control assessment will begin tomorrow morning.

Calls for Service - March 2024

Problem Type	Priority						Total
	N/A	1	2	3	4	99	
Unknown	390	0	0	0	0	0	390
911 HANG UP	0	0	0	51	0	0	51
911 MISDIAL	0	0	72	0	0	0	72
911 MISDIRECT	0	0	0	4	0	0	4
911 OPEN LINE	0	0	43	0	0	0	43
ABANDONED VEHICLE	0	0	0	9	0	0	9
ABUSE INVESTIGATION	0	0	0	0	0	0	0
ACCIDENT INJURY	0	37	0	0	0	0	37
ACCIDENT INJURY HIT/RUN	0	1	0	0	0	0	1
ACCIDENT PROPERTY	0	0	67	0	0	0	67
ACCIDENT PROPERTY HIT/RUN	0	0	8	0	0	0	8
ACCIDENT SERIOUS INCIDENT	0	8	0	0	0	0	8
ACTIVE SHOOTER	0	0	0	0	0	0	0
ADMINISTRATIVE INVESTIGATION	0	0	0	0	0	0	0
AIRCRAFT EMERGENCY	0	0	0	0	0	0	0
ALARM	0	0	67	0	0	0	67
ALARM HOLD UP/PANIC	0	8	0	0	0	0	8
ALARM TEST	0	0	0	0	0	0	0
ANIMAL CALL	0	0	105	0	0	0	105
APARTMENT CHECK	0	0	0	0	0	0	0
ARMED SUBJECT	0	0	0	0	0	0	0
ARSON	0	0	0	0	0	0	0
ASSAULT	0	10	0	0	0	0	10
ASSIST CITIZEN	0	0	68	0	0	0	68
ASSIST EMS	0	33	0	0	0	0	33
ASSIST FIRE	0	12	0	0	0	0	12
ASSIST OTHER AGENCY	0	0	99	0	0	0	99
ATTEMPT TO LOCATE	0	0	146	0	0	0	146
BARRICADED SUBJECT	0	0	0	0	0	0	0
BLUE TEAM REPORT	0	0	0	0	0	0	0
BOLO	0	0	0	9	0	0	9
BOMB THREAT	0	1	0	0	0	0	1
BURGLARY	0	3	0	0	0	0	3
BUSINESS CHECK	0	0	0	0	965	0	965
CAR SEAT CHECK	0	0	5	0	0	0	5
CHECKPOINT	0	0	0	0	0	0	0
CITY CALL OUT	0	0	0	0	0	0	0
CIVIL MATTER	0	0	0	28	0	0	28
CODE 99 - OFFICER NEEDS ASSIST	0	0	0	0	0	0	0

CODES	0	0	0	0	0	0	0
DAMAGE TO PROPERTY	0	0	11	0	0	0	11
DEATH INVESTIGATION	0	0	10	0	0	0	10
DELIVER MESSAGE	0	0	4	0	0	0	4
DISORDERLY CONDUCT	0	0	0	0	0	0	0
DISTURBANCE	0	21	0	0	0	0	21
DOMESTIC	0	53	0	0	0	0	53
DRILL	0	0	0	0	0	0	0
DRIVING UNDER THE INFLUENCE	0	0	22	0	0	0	22
DRUG INVESTIGATION	0	0	38	0	0	0	38
ESCORT	0	0	0	13	0	0	13
EVADING	0	0	0	0	2	0	2
EXPARTE SERVICE	0	0	0	0	54	0	54
EXTRA PATROL	0	0	0	0	74	0	74
FIELD INTERVIEW	0	0	0	0	0	0	0
FIGHT	0	1	0	0	0	0	1
FIREARM DENIAL	0	0	0	0	0	0	0
FIREWORKS	0	0	0	0	0	0	0
FOLLOW UP	0	0	45	0	0	0	45
FORGERY	0	0	0	0	0	0	0
FRAUD	0	0	13	0	0	0	13
HANGING	0	0	0	0	0	0	0
HARASSMENT	0	0	8	0	0	0	8
HOSTAGE SITUATION	0	0	0	0	0	0	0
HOTEL CHECK	0	0	0	0	1	0	1
ILLEGAL DUMPING	0	0	2	0	0	0	2
INDECENT EXPOSURE	0	0	0	0	0	0	0
INVESTIGATION	0	0	16	0	0	0	16
JUVENILE	0	0	12	0	0	0	12
JUVENILE TRANSPORT	0	0	0	16	0	0	16
KIDNAPPING	0	0	0	0	0	0	0
KNOCK AND TALK	0	0	0	0	3	0	3
LAKE CHECK	0	0	0	0	2	0	2
LOCKOUT	0	0	0	0	0	0	0
LOCKOUT URGENT	0	2	0	0	0	0	2
LOST/FOUND PROPERTY	0	0	13	0	0	0	13
LPR HIT	0	0	0	15	0	0	15
MENTAL TRANSPORT	0	0	51	0	0	0	51
MISCELLANEOUS/MATTER OF RECORD	0	0	30	0	0	0	30
MISSING ADULT	0	0	5	0	0	0	5
MISSING JUVENILE	0	2	0	0	0	0	2
NOISE COMPLAINT/DISTURBANCE	0	0	17	0	0	0	17
OPEN DOOR	0	0	2	0	0	0	2
OVERDOSE	0	6	0	0	0	0	6

PARK CHECK	0	0	0	0	0	0	0
PARKING COMPLAINT	0	0	5	0	0	0	5
PHONE MESSAGE	0	0	0	0	0	0	0
PRISONER ESCAPE	0	0	0	0	0	0	0
PRISONER TRANSPORT	0	0	0	0	57	0	57
PRIVATE PROPERTY TOW	0	0	0	1	0	0	1
PROSTITUTION	0	0	0	0	0	0	0
PROWLER	0	1	0	0	0	0	1
PUBLIC INTOXICATION	0	0	0	0	0	0	0
RADIO COMMUNICATION	0	0	0	0	0	0	0
RECKLESS DRIVER	0	0	82	0	0	0	82
REFERRAL	0	0	0	9	0	0	9
REPOSSESSION	0	0	0	15	0	0	15
RIOT	0	0	0	0	0	0	0
ROBBERY	0	0	0	0	0	0	0
RUNAWAY	0	0	4	0	0	0	4
SCAM	0	0	0	3	0	0	3
SCHOOL CHECK	0	0	0	0	49	0	49
SCHOOL ZONE	0	0	0	0	0	0	0
SEX OFFENDER REG/VIOLATION	0	0	681	0	0	0	681
SEXUAL ASSAULT	0	1	0	0	0	0	1
SHOOTING	0	1	0	0	0	0	1
SHOPLIFTING	0	0	1	0	0	0	1
SHOTS FIRED OR HEARD	0	0	11	0	0	0	11
SOLICITOR	0	0	0	0	0	0	0
SPECIAL ASSIGNMENT	0	0	0	0	5	0	5
SPECIAL ASSIGNMENT-COMMUNITY	0	0	0	0	10	0	10
STABBING	0	0	0	0	0	0	0
STALKING	0	0	0	0	0	0	0
STOLEN VEHICLE	0	0	3	0	0	0	3
SUBDIVISION CHECK	0	0	0	0	62	0	62
SUBJECT CHECK	0	0	0	25	0	0	25
SUICIDAL SUBJECT	0	9	0	0	0	0	9
SUSPICIOUS INCIDENT	0	1	55	0	0	0	56
SUSPICIOUS PERSON	0	0	22	0	0	0	22
SUSPICIOUS VEHICLE	0	0	23	0	0	0	23
TALK TO OFFICER	0	0	266	0	0	0	266
TEST CALL	0	0	0	1	0	0	1
TEST CALL ALL AGENCIES	0	0	0	0	0	0	0
THEFT	0	0	16	0	0	0	16
THREATS	0	0	7	0	0	0	7
TRAFFIC COMPLAINT	0	0	0	7	0	0	7
TRAFFIC ENFORCEMENT	0	0	0	0	0	0	0
TRAFFIC HAZARD	0	0	26	0	0	0	26

TRAFFIC STOP	0	0	0	0	1150	0	1150
TRAIN DERAILMENT	0	0	0	0	0	0	0
TRESPASS	0	0	9	0	0	0	9
TROUBLE AT HEADQUARTERS	0	0	0	0	0	0	0
UNAUTHORIZED USE OF VEHICLE	0	0	0	0	0	0	0
UNKNOWN SITUATION	0	0	5	0	0	0	5
VANDALISM	0	0	0	4	0	0	4
VEHICLE BURGLARY	0	0	0	0	0	0	0
VEHICLE CHECK	0	0	22	0	0	0	22
VIOLATION CORRECTION VERIFY	0	0	0	0	0	0	0
VIOLATION ORDER OF PROTECTION	0	0	4	0	0	0	4
WARRANT CIVIL	0	0	1	0	0	0	1
WARRANT CRIMINAL	1	0	235	0	0	0	236
WARRANT EVICTION	0	0	12	0	0	0	12
WARRANT PROBATION	0	0	0	0	0	0	0
WEATHER RELATED ISSUES	0	0	0	0	0	0	0
WELFARE CHECK	0	0	32	0	0	0	32
ZZZGANG ACTIVITY	0	0	0	0	0	0	0
ZZZGAS DRIVE OFF	0	0	0	0	0	0	0
Total Calls for Service:							5747

Sumner County Sheriff's Office

117 West Smith Street
Gallatin TN 37066
615-452-2616

Jurisdiction : TN0830000

Monthly Summary Report
For March 2024

Crime Type		March Offenses	March Counts	2024 Offenses	2024 Counts
11A	11A RAPE	1	1	2	2
11D	11D FONDLING	0	0	1	1
13A	13A AGGRAVATED ASSAULT	1	1	12	12
13B	13B SIMPLE ASSAULT	1	1	33	33
13C	13C INTIMIDATION	0	0	3	3
220	220 BURGLARY/BREAKING AND ENTERING	1	1	12	12
23F	23F THEFT FROM MOTOR VEHICLE	0	0	1	1
23G	23G THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	1	1	1	1
23H	23H ALL OTHER LARCENY	0	0	18	18
250	250 FORGERY/COUNTERFEITING	0	0	1	1
26A	26A FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	0	4	4
26B	26B FRAUD CREDIT CARD/AUTOMATED TELLER MACHINES	0	0	1	1
26C	26C IMPERSONATION	0	0	2	2
290	290 DESTRUCTIVE/DAMAGE/VANDALISM OF PROPERTY	1	1	10	10
35A	35A DRUG/NARCOTIC VIOLATIONS	12	12	62	62
35B	35B DRUG EQUIPMENT VIOLATIONS	4	4	21	21
36B	36B STATUTORY RAPE	0	0	1	1
520	520 WEAPON LAW VIOLATIONS	0	0	5	5
90D	90D DRIVING UNDER THE INFLUENCE	1	1	1	1
90E	90E DRUNKENNESS	1	1	1	1
90F	90F FAMILY OFFENSES , NONVIOLENT	3	3	10	10
90G	90G LIQUOR LAW VIOLATIONS	0	0	1	1
90J	90J TRESPASS OF REAL PROPERTY	0	0	5	5
90Z	90Z ALL OTHER OFFENSES	3	3	30	31
M99	INFORMATION	37	37	231	249
000	NON REPORTABLE	2	2	13	15
T99	TRAFFIC RELATED (NON REPORTABLE)	1	1	1	1

Persons Arrested : 99

Total For March

2024 To Date

TYPE	Males Arrested		Females Arrested		Males Arrested		Females Arrested	
	All Arrests	Narcotic	All Arrests	Narcotic	All Arrests	Narcotic	All Arrests	Narcotic

Monthly Summary Report
For March 2024

1.Adults	64	9	35	3	467	32	201	22
2.Juveniles	0	0	0	0	7	0	4	0
TOTALS:	64	9	35	3	474	32	205	22

Traffic Reports :

TYPE	Total For March	2024 To Date
Fatal	0	0
Injury	0	0
Property Dmg Only	0	0
Private Property	0	0

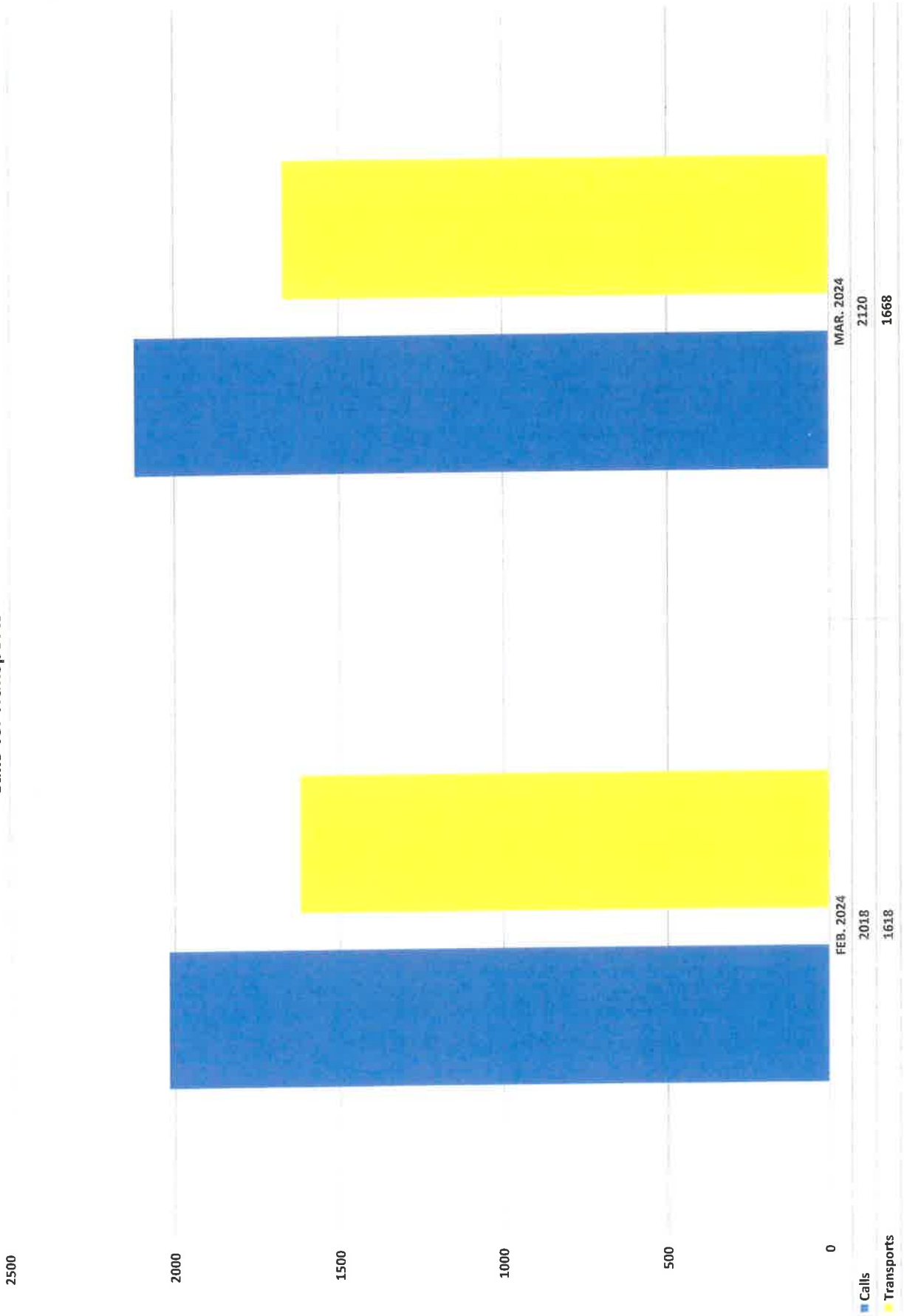
Citations/Warrants :

	Total For March	2024 To Date
Citations	2	134
Warrants	1,133	3,727

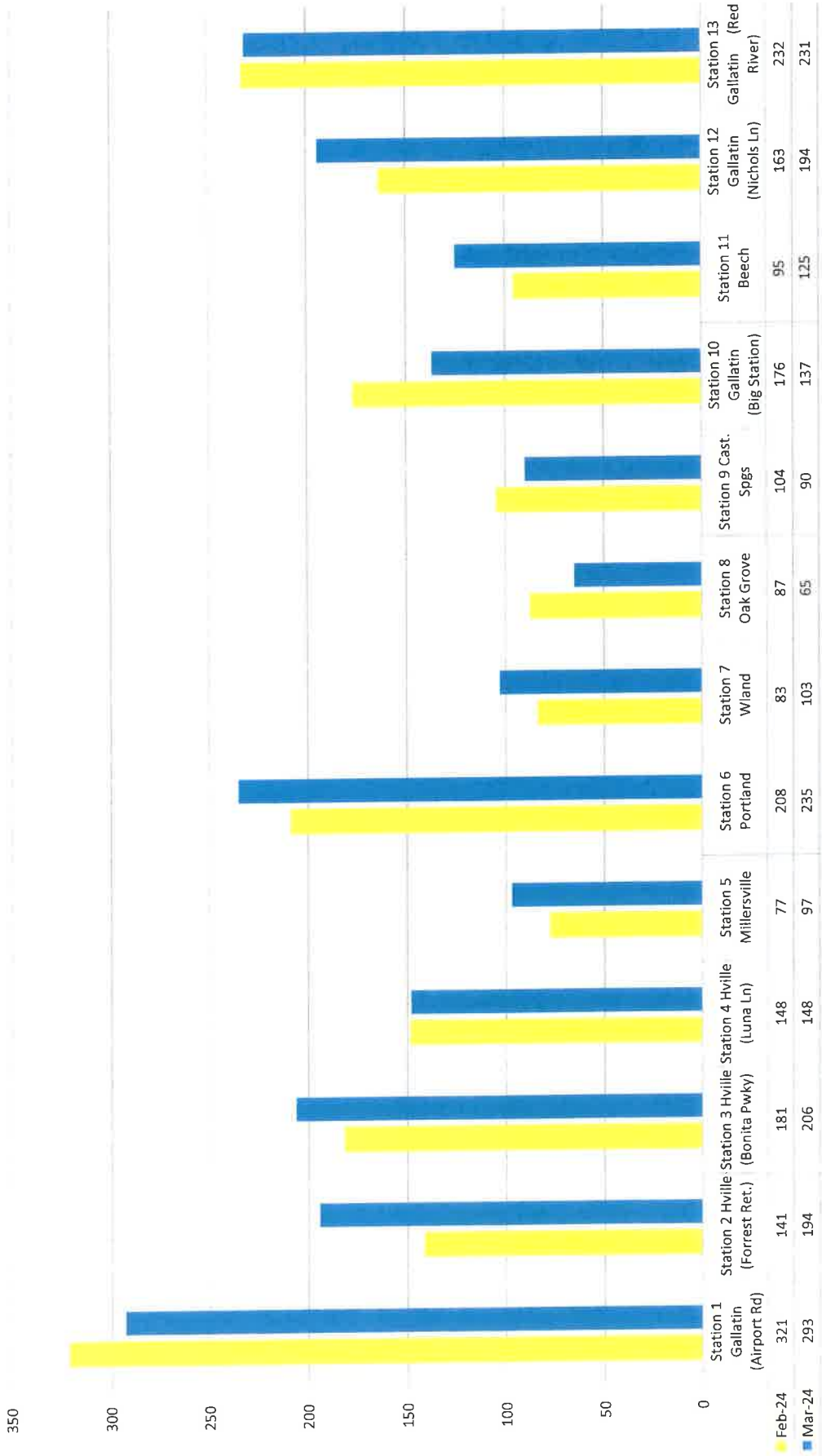
Values :

TYPE	Total For March	2024 To Date
Burglary Stolen	20,000.00	25,056.00
Larceny Stolen	80.00	147,956.00
Robbery Stolen		
MVT Stolen		
Burglary Recovered		570.00
Larceny Recovered		
Robbery Recovered		
MVT Recovered		
Total Stolen	20,080.00	173,012.00
Total Recovered	0.00	570.00
Criminal Damage	150.00	22,305.00

Calls vs. Transports



February 2024/March 2024 Call Volume

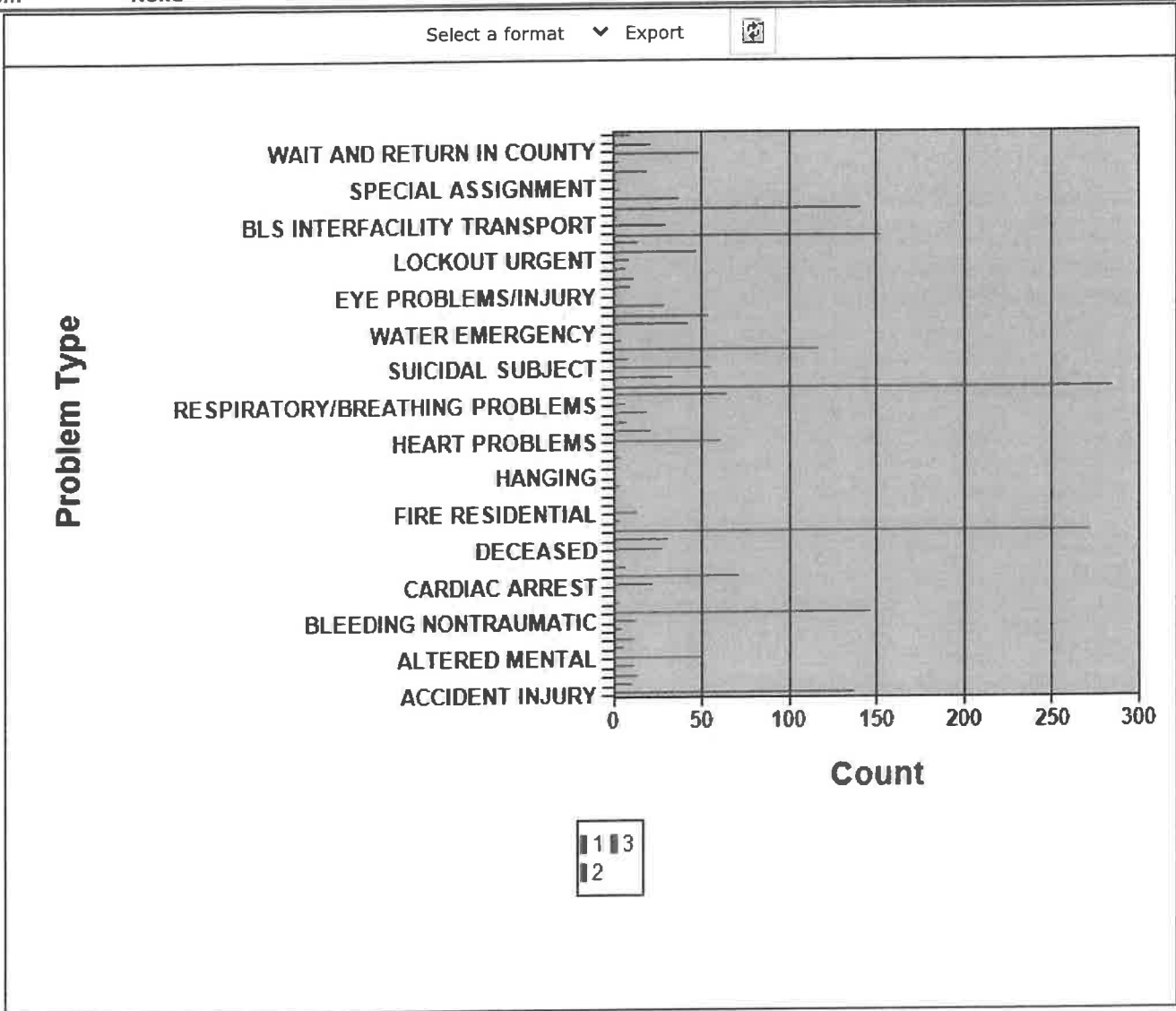


Problem Type Summary

1:36 PM 4/1/2024

Data Source: Data Warehouse

Agency:	EMS
Division:	SUMNER COUNTY EMS
Day Range:	Date From 3/1/2024 To 3/31/2024
Exclusion:	None



Priority	Description
1	1
2	2
3	3

Problem Type	Priority			Total
	1	2	3	
ABDOMINAL PAIN	0	42	0	42
ACCIDENT INJURY	137	0	0	137
ACCIDENT INJURY HIT/RUN	11	0	0	11
ACCIDENT SERIOUS INCIDENT	14	0	0	14
ACTIVE SHOOTER	0	0	0	0
ADMINISTRATIVE INVESTIGATION	0	0	0	0
AIRCRAFT EMERGENCY	0	0	0	0
ALARM MEDICAL	0	54	0	54
ALLERGIC REACTION	12	0	0	12
ALS INTERFACILITY TRANSPORT	0	0	153	153

ALTERED MENTAL	51	0	0	51
ANIMAL BITE	6	0	0	6
ASSAULT	12	0	0	12
ASSIST OTHER AGENCY - EMA	5	0	0	5
BACK PAIN	0	29	0	29
BLEEDING NONTRAUMATIC	13	0	0	13
BLS INTERFACILITY TRANSPORT	0	0	30	30
BLS TRANSPORT	0	0	2	2
BREATHING DIFFICULTY	147	0	0	147
BURNS	3	0	0	3
CARBON MONOX/INHALATION/HAZMAT	1	0	0	1
CARDIAC ARREST	22	0	0	22
CHEST INJURY	0	0	0	0
CHEST PAINS	72	0	0	72
CHOKING	7	0	0	7
COLD INJURY	1	0	0	1
DECEASED	28	0	0	28
DIABETIC	31	0	0	31
DIALYSIS IN COUNTY	0	0	0	0
DIALYSIS OUT OF COUNTY	0	0	0	0
DISCHARGE IN COUNTY	0	0	141	141
DISCHARGE OUT OF COUNTY	0	0	37	37
DRILL	0	0	0	0
DROWNING/NEAR-DROWNING	0	0	0	0
ELECTROCUTION/LIGHTNING	0	0	0	0
EYE PROBLEMS/INJURY	0	1	0	1
FALLS	272	0	0	272
FIRE COMMERCIAL	3	0	0	3
FIRE RESIDENTIAL	14	0	0	14
FIRE STRUCTURE	1	0	0	1
FIRE VEHICLE	0	0	0	0
FLU SYMPTOMS	1	0	0	1
FRACTURES	0	10	0	10
GAS LEAK	0	0	0	0
GI BLEED	0	12	0	12
GUNSHOT WOUND	4	0	0	4
HANGING	1	0	0	1
HAZMAT	2	0	0	2
HEAD/NECK INJURIES	4	0	0	4
HEADACHE	1	0	0	1
HEART PROBLEMS	61	0	0	61
HEAT PROBLEMS	0	0	0	0
LACERATION	0	7	0	7
LOCKOUT URGENT	0	9	0	9
NAUSEA/VOMITING	0	47	0	47
OUTPATIENT ADMIT IN COUNTY	0	0	0	0
OUTPATIENT ADMIT OUT OF COUNTY	0	0	0	0
OVERDOSE	21	0	0	21
POISONING	0	0	0	0
PREGNANCY/CHILDBIRTH	8	0	0	8
PSYCHIATRIC	19	0	0	19
RESCUE	0	0	0	0
RESCUE ANGLE HIGH-LOW	0	0	0	0
RESCUE SWIFT WATER	0	0	0	0
RESCUE TRENCH	0	0	0	0
RESPIRATORY/BREATHING PROBLEMS	7	0	0	7
SEIZURES	65	0	0	65
SEXUAL ASSAULT	0	0	0	0
SICK/GENERAL WEAKNESS	1	285	0	286
SPECIAL ASSIGNMENT	0	0	3	3
SPECIAL ASSIGNMENT - COMMUNITY	0	0	2	2
STABBING	0	0	0	0
STANDBY	0	0	0	0
STROKE/CVA	34	0	0	34
SUICIDAL SUBJECT	56	0	0	56

TALK TO SUPERVISOR	0	0	19	19
TEST CALL	0	0	3	3
TRAIN DERAILMENT	0	0	0	0
TRAUMA	9	0	0	9
UNKNOWN MEDICAL	0	14	0	14
UNRESPONSIVE/SYNCOPE	117	0	0	117
VENT TRANSPORT	5	0	0	5
WAIT AND RETURN IN COUNTY	0	0	49	49
WAIT AND RETURN OUT OF COUNTY	0	0	21	21
WATER EMERGENCY	1	0	0	1
WEATHER RELATED ISSUES	0	0	0	0
WOUND CARE	0	0	10	10
ZASSIST LAW	0	0	0	0
ZZNONSPECIFIC MEDICAL	0	0	0	0
Total	1280	510	470	2260

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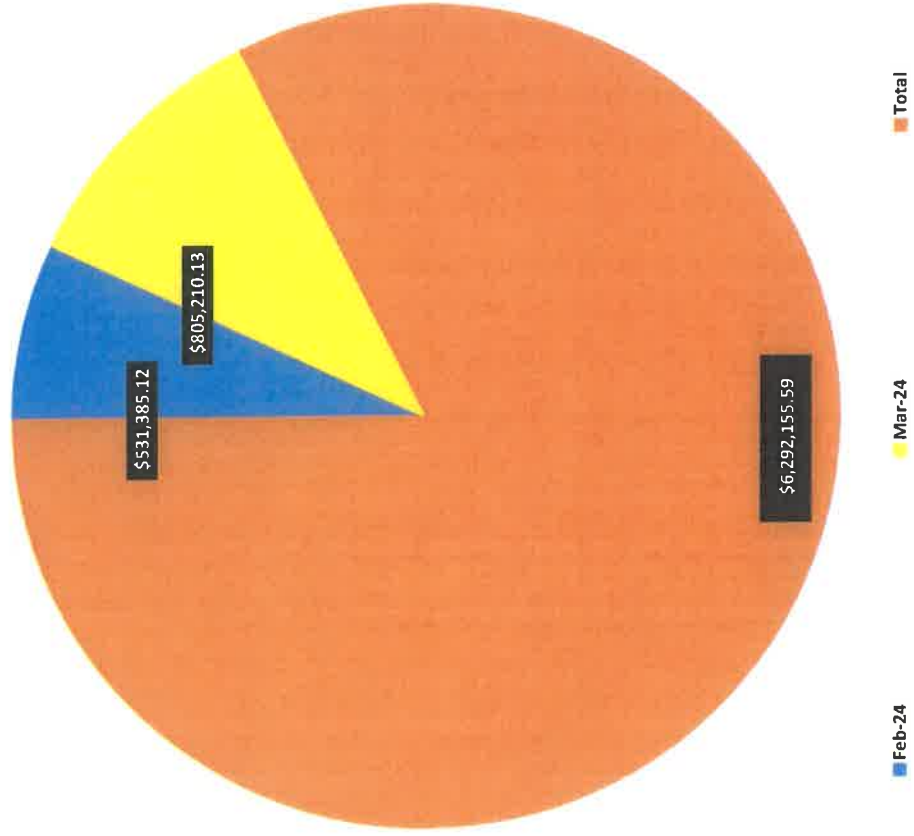
Responded Out of Sumner County	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May. 2023	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Robertson	33	15	16	20	18	25	23	24	7	13	9	9
Macon	1	4	1	2	3	3	2	0	1	1	0	1
Trousdale	0	0	0	2	0	1	0	0	0	1	0	0
Wilson	0	0	0	0	0	0	0	0	0	0	0	0
Davidson	0	12	19	0	0	2	1	0	0	0	0	0
TOTAL	34	31	36	24	21	31	26	24	8	15	9	10

Responded Out of Sumner County	Jan. 2024	Feb. 2024	Mar. 2024
Robertson	12	7	9
Macon	3	0	2
Trousdale	1	0	0
Wilson	0	0	0
Davidson	1	1	2
TOTAL	17	8	13

Responded Into Sumner County	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May. 2023	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Robertson	33	43	43	46	41	34	27	34	38	31	34	48
TOTAL	33	43	43	46	41	34	27	34	38	31	34	48

Responded into Sumner County	Jan. 2024	Feb. 2024	Mar. 2024
Robertson	39	37	
TOTAL	39	37	0

FY2023-24 EMS Revenue



Charge Type Detail Report (Trip Date)
 Start Date: 2024-03-01 End Date: 2024-03-31

	<u>Count</u>	<u>Dollars</u>
Sumner County EMS		
ALS Base Rates		
A2 Comprehen Transport - SUMN	20	\$ 24,300.00
ALS Emerg Transport - SUMN	611	\$ 659,880.00
ALS NonEmerg Transport - SUMN	11	\$ 10,395.00
Facility ALS Emerg - SUMN	12	\$ 5,874.60
Facility ALS NonEmerg - SUMN	69	\$ 21,334.11
Specialty Care Transport- SUMN	5	\$ 7,425.00
Totals For Type: ALS Base Rates	728	\$ 729,208.71
BLS Base Rates		
BLS Emerg Transport - SUMN	320	\$ 280,960.00
BLS NonEmerg Transport - SUMN	180	\$ 121,500.00
Facility BLS Emerg - SUMN	1	\$ 412.25
Facility BLS NonEmerg - SUMN	20	\$ 5,153.20
Totals For Type: BLS Base Rates	521	\$ 408,025.45
Mileage		
Facility Mileage - SUMN	1,331	\$ 11,896.46
Mileage - SUMN	10,466	\$ 183,680.05
Totals For Type: Mileage	11,797	\$ 195,576.51
Other Charges		
ALS Disp Supplies - SUMN	183	\$ 26,535.00
BLS Disp Supplies - SUMN	77	\$ 7,365.00
DOA Transport - SUMN	4	\$ 2,620.00
Totals For Type: Other Charges	264	\$ 36,520.00
Totals For Company: Sumner County EMS	13,310	\$ 1,369,330.67
Report Totals:	13,310	\$ 1,369,330.67

Credit As Type Summary Report (Deposit Date)

Start Date: 2023-08-01 End Date: 2024-03-31

Sumner County EMS

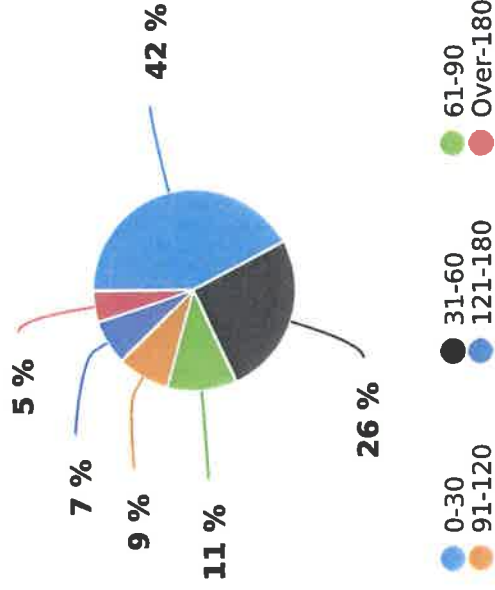
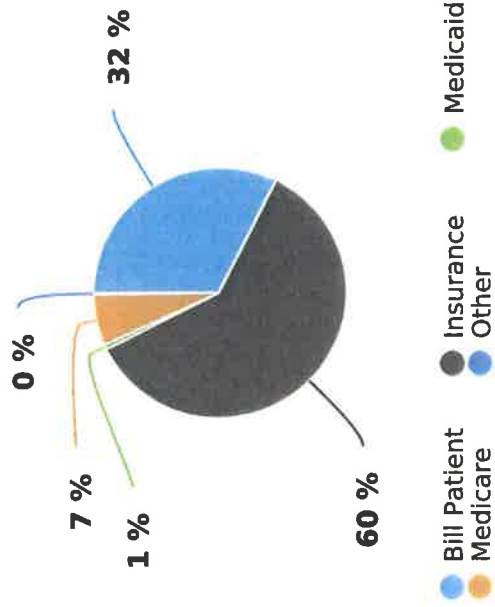
<u>Credit Type/Credit Code</u>	<u>Count</u>	<u>Dollars</u>
Payments		
Interest Payment (+)	129	\$ 561.32
Payment - Attorney	19	\$ 10,179.62
Payment - Collection Agency	220	\$ 39,962.56
Payment - Credit Card	658	\$ 207,002.67
Payment - Facility	1,288	\$ 474,278.92
Payment - Facility - CC/ACH	1	\$ 0.00
Payment - Forwarded to GEAR	1	\$ 0.00
Payment - Garnishment	1	\$ 0.00
Payment - GEMT Program	2	\$ 0.00
Payment - Insurance	10,192	\$ 3,708,872.77
Payment - Insurance - CC	16	\$ 8,967.23
Payment - Liability/Attorney	117	\$ 99,621.94
Payment - Medicaid	823	\$ 10,875.54
Payment - Medicare	2,913	\$ 1,013,229.19
Payment - Patient	1,293	\$ 328,394.04
Payment - Patient - ACH	221	\$ 56,780.12
Payment - RR Medicare	20	\$ 4,887.62
Payment - Transfer	56	-\$ 3.40
Recoupment (-)	342	-\$ 149,691.58
Return Check	1	-\$ 270.00
Totals For Type	18,313	\$ 5,813,648.56
Company Totals	18,313	\$ 5,813,648.56
Grand Totals	18,313	\$ 5,813,648.56

Aging Report

Account Receivables Aging by Current Payor Report (Aging Date Based)

Sumner County EMS

<u>Current Payor</u>	<u>Current</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>Over 180</u>	<u>Total</u>
Bill Patient	352,674.12	326,874.46	296,519.41	238,625.54	243,158.52	187,073.94	1,644,925.99
Insurance	1,465,694.65	981,349.78	249,898.15	181,140.61	121,349.12	67,099.32	3,066,531.63
Medicaid	9,667.01	6,507.16	5,906.95	6,846.14	2,147.50	-260.12	30,814.64
Medicare	312,568.65	5,540.63	13,522.23	6,416.19	-503.35	1,348.13	338,892.48
Other	1,506.19	0.00	0.00	0.00	0.00	0.00	1,506.19
Total	2,142,110.62	1,320,272.03	565,846.74	433,028.48	366,151.79	255,261.27	5,082,670.93



Summer County Fire Plan Work Sheet 2018										
1	2	3	4	5	6	7	8			
ISO	Assessed Property Value	Valuation Factor	Funding for Property	Square Miles	Sq. Mileage	Funding for	Base Funding			
ISO Bonus	Millions	\$350/Mill	2x3	Total	Valuation	Sq. Miles				
Rating			Property Values		Factor				Total	
									1+4+7+8	
Cottontown	6/9	\$5,000	70.1	\$350	\$24,535	37.07	175	\$6,487.25	\$30,000	\$66,022
Gallatin	6/9	\$5,000	171	\$350	\$59,850	39.08	175	\$6,839.00	\$31,000	\$102,689
Highland	6/9	\$5,000	106.5	\$350	\$37,275	53.43	175	\$9,350.25	\$33,500	\$85,125
Number One	4/9	\$6,500	135.7	\$350	\$47,495	5.85	175	\$1,023.75	\$30,000	\$85,019
Oak Grove	7/9	\$3,000	104.1	\$350	\$36,435	87.53	175	\$15,317.75	\$29,500	\$84,253
Shackle Island	4/9	\$6,500	237.9	\$350	\$83,265	27.8	175	\$4,865.00	\$28,500	\$123,130
Southeast	5/9	\$5,500	147.2	\$350	\$51,520	87.72	175	\$15,351.00	\$33,500	\$105,871
Westmoreland	5/9	\$6,500	32.8	\$350	\$11,480	43.12	175	\$7,546.00	\$27,000	\$52,526
White House	5/6	\$7,000	97.1	\$350	\$33,985	24.32	175	\$4,256.00	\$35,000	\$80,241
							Payments to Fire Departments			\$784,876
ISO Bonus Chart										
Rating	Base Funding									
5+	\$25,000 per Fire Department									
4/9	\$5000 Department Owned and Maintained Building									
5/9	\$3500 County Owned Fire Department Maintained									
6/9	\$2500 County Owned, County Built, Fire Dept. Maintained, Shared By EMS									
7	\$2000 City Owned Inside City									
7/9	Square Miles obtained from Prop. Assessors Office GIS Mapping									
8 or 8/9	Assessed Property Values from Prop. Assessors Office									
9 or 9/9										
10	\$0									

Cellebrite Inc.
 8065 Leesburg Pike,
 Suite T3-302
 Vienna, VA 22182
 USA



Tel. +1 800 942 3415
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059
 DUNS: 033095568
 CAGE: 4C9Q7
 Company Website:
<http://www.cellebrite.com>

Quote

Quote# Q-342899-1
Date: Sep 07, 2023

Billing Information
 Sumner County Sheriff's Office
 117 West Smith St.
 Galatin, Tennessee 37066
 United States

Delivery Information
 Sumner County Sheriff's Office
 117 W. Smith St.
 Gallatin, TN 37066
 United States

Wire To:
 Bank Routing Number: 021000021
 Account Number: 761020590
 Account Name: Cellebrite Inc.

Contact: Dwayne Moniz
Phone: 6154522616

Contact: Dwayne Moniz
Phone: 6154522616

Check Remittance (Only for NA):
 Cellebrite Inc. ,
 PO BOX 23551
 New York, NY, 10087-3551

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00083250	May 25, 2024	Net 30	USD	Kaleb Rutledge

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-UFD-10-001	UFED 4PC Ultimate Subscription	1	May 25, 2024	Jun 30, 2025	987234841	7,599.45	7,599.45

SubTotal	USD 7,599.45
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 7,599.45

Comments:

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.

- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)

- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days

- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>

- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>

- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>

- Premium: The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>

- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>

- Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>

- SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>

- Endpoint Mobile: The following terms apply to Cellebrite Endpoint Mobile at <https://legal.cellebrite.com/Endpoint-SAAS.html>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Please indicate the invoice number when remitting payment.

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO

- CONTACT NAME & NUMBER of individual purchasing and bill to address

- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Sumner County Sheriff's Office

Signature: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Kaleb Rutledge at kaleb.rutledge@cellebrite.com

**MINUTES
LEGISLATIVE COMMITTEE
JEREMY MANSFIELD, CHAIRMAN
APRIL 8, 2024**

Present:

Jeremy Mansfield, Chairman
David Klein, Vice-Chairman
Robert B. Brown III
Merrol N. Hyde, Commission Chairman
Darrell Rogers
Matthew Shoaf
Jamie Teachenor

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Steve Weiner, Staff Attorney
Jennifer Mitchell, minute taker

Chairman Mansfield brought the regular scheduled Legislative Committee meeting to order with an invocation by Comm. Teachenor on Monday, April 8, 2024, at 5:30 p.m. Chairman Mansfield declared a quorum present to conduct business.

3. Approval of Agenda.

Without objection, Chairman Mansfield moved item 9c to old business for next month.

Comm. Rogers moved, seconded by Comm. Shoaf, to approve the agenda as amended. The motion carried unanimously.

4. Approval of minutes of March 11, 2024. Upon motion of Comm. Rogers, seconded by Comm. Teachenor, the Committee voted to approve the minutes of March 11, 2024.

5. Recognition of the Public. None

6. Report of the Chairman. No report

7. Report of County Mayor. No report

8. Old Business.

- a. Discussion – Resolution 1504-02 clarifying Ownership, Routine Maintenance, Support Service, and Funding for the Hendersonville Library.

Law Director Eric Sitler explained a final offer was made to the City of Hendersonville. The offer was to take ownership of the library and responsibility for maintenance and repairs of the facility but could not commit

to operating an extra day or additional hours outside of budget cycle. Mr. Sitler has not received answered at time of meeting.

Keep on old business.

b. Discussion: County Parks and Recreation Board.

Without objection, Chairman Mansfield asked to keep on old business for next month.

9. New Business.

a. Veterans' Service Report and Presentation.

Jeff Oakey, Veteran Services Director gave a brief overview of office activity.

b. Resolution Directing Trustees of the William and Martha Brown Technology Trust to Transfer Funds to Sumner County for the Purposes of Establishing the William and Martha Brown Park.

Comm. Klein moved, seconded by Comm. Brown, to discuss. The motion carried unanimously.

After brief discussion, Comm. Shoaf moved, seconded by Comm. Teachenor, to approve. The motion carried unanimously.

c. Opposing Governor Lee's Education Freedom Act.

Item was deferred to old business for next month at time of approval of agenda.

10. Commission Recognition.

a. Beech High School Girls' Bowling Team

b. Jacob Harrington, Beech High School Boys Bowling/Qualified and competed/State

c. Station Camp High School Wrestling Team

Comm. Shoaf moved, seconded by Comm. Rogers, to group and approve item 10a through 10c. The motion carried unanimously.

11. Zoning.

- a. LEWIS HEAD Commercial Plaza PUD – MAJOR PLAN AMENDMENT #1 – Lewis Head, represented by 615 Design Group – 4th Commission Voting District (Dillon Lamberth) – Applicant is seeking a Major Plan Amendment of an existing PUD, for the purpose of modifying proposed building layout and adding additional property to the development by rezoning. Proposed uses comply with existing entitlements. Subject property is located at 135 & 139 W. Roberts Road, Portland, TN 37148, is Tax Map 072, Parcel 035.05 & 035.06, contains 10.09 acres and is zoned Planned Unit Development (PUD) and Rural Residential (RR).

The Sumner County Regional Planning Commission forwarded a NEGATIVE recommendation related to this item on November 21, 2023.

The item was deferred for 60 days at the applicant's request at the January 2, 2024, Sumner County Board of County Commissioners meeting. (Second Reading)

Staff Attorney Steve Weiner noted a correction to be made to the last paragraph. Should be 30 days instead of 60 days and the meeting date should be March 25, 2024, instead of January 2, 2024.

Comm. Shoaf moved, seconded by Comm. Rogers, to send back to planning. After discussion, Comm. Shoaf withdrew his motion.

- b. HEAVENLY GARAGE DOORS PUD – REZONING – Tim Carnes, represented by GREENLID Design – 7th Commission Voting District (Danny Sullivan) – Applicant is seeking to rezone subject property from Rural Residential (RR) to Planned Unit Development (PUD) for the purpose of constructing and operating a warehouse for materials and satellite office for a garage door company. Subject property is located at 1973 Hwy 109N, Gallatin, TN, 37066, is Tax Map 092, Parcel 007.01, contains 6.7 acres and is zoned Rural Residential (RR).

The Sumner County Regional Planning Commissioner forwarded a POSITIVE recommendation related to this item on February 20, 2024. (Second Reading)

- c. 603 OLD HWY 31E – REZONING – David Woodard, property owner – 6th Commission Voting District (David Klein) – Applicant is seeking a rezoning from Rural Residential (RR) to Commercial General (CG). Subject property is located at 603 Old Hwy 31E, Bethpage, TN 37022, is Tax Map 068, Parcels 057.00 and 059.00, contains .312 acres and is zoned Rural Residential (RR).

The Sumner County Regional Planning Commission forwarded a POSITIVE recommendation related to this item on February 20, 2024 (Second Reading)

- d. Scotty Parker Storage PUD – Amendment #1 – Michael Bartley, represented by GREENLID Design – 7th Commission Voting District (Danny Sullivan) – Applicant is seeking a Major Plan Amendment of an existing PUD, for the purpose of adding two new buildings and associated improvements to the site. Subject property is located at 1618 Scotty Parker Road, Gallatin, TN 37066, is part of Tax Map 104 Parcel 005.01, contains 5.49 acres and is zoned Rural Residential (RR).

The Sumner County Regional Planning Commission forwarded a POSITIVE recommendation related to this item on February 20, 2024. (First Reading)

12. Adjournment. Chairman Mansfield declared the meeting adjourned at 5:45 p.m. upon motion of Comm. Shoaf and seconded by Comm. Rogers.

Prepared by Jennifer Mitchell

Sumner County Veterans Service Office Monthly Report

Sumner County Veterans Services Office - Activity Report FY 2023-2024



County Veteran Population (2022 VA GDX report) 11,601
 VA Annual Compensation Paid (2022 GDX report) \$82,218,487.00
 VA Annual Health Care Paid (2022 GDX report) \$53,435,521.77
 Estimated Poverty / Vet Disability rate (US census ACSS 2021) 4.50%
 Veteran suicides in TN (2021 VA state data) 177
 Homeless vets in Sumner Co. (Jan 24 PIT survey) ???

Office Activity	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Interviews												
Appointments	46	56	66	47	38	42	62	34	61			
Walk-ins	75	81	83	73	98	83	76	69	88			
Total Interviews	121	137	149	120	136	125	138	103	149	0	0	0
Letters Mailed Out	0	2	2	4	3	1	3	2	3			
Faxed/ In & Out	32	343	83	99	59	23	19	32	66			
Phone calls Returned	347	321	330	243	393	234	296	332	439			
Emails returned	270	211	311	342	363	289	371	300	360			
Claims filed	101	73	116	116	172	108	145	125	158			
Health Care Filed	6	4	2	6	3	6	6	5	7			
DoD-related Assistance	1	8	3	4	3	2	2	5	4			
Other claim related activities (forms completed, uploaded, and communication)	1007	1000	1251	1151	1487	1199	1372	1565	1543			
Total Office Activities	1885	2099	2247	2085	2619	1987	2352	2469	2729	0	0	0
Outreach												
Westmoreland	1	1	1	1	1	1	2	1	1			
Portland	3	4	3	3	2	3	3	3	2			
Hendersonville	6	5	9	12	11	8	5	8	9			
Assisted Living Facility/ Nursing Home	2	1	3	3	6	5	4	2	3			
In-Home Visits	3	6	4	4	3	4	6	5	4			
Community Engagements	3	2	3	4	6	2	4	2	3			
VSO engagements (e.g. VFW, American Legion)	2	1	2	3	3	2	3	2	3			
Total Outreach Activities	20	20	25	30	32	25	27	23	25	0	0	0
Other Activity												
Training	2	15	9	9	2	0	8	5	3			
Hours donated by volunteers (in office & outreach)	45	52	42	111	37	32	94	81	12			
DD214 - TN War Records & other states	10	8	12	14	14	7	8	17	15			
National Personal Records Request	10	4	11	6	8	3	2	3	5			
DPRIIS	11	7	8	9	5	6	8	7	7			
Total Other Activity	78	86	82	149	66	48	120	113	42	0	0	0
Total Monthly Activity	1983	2205	2354	2264	2717	2060	2499	2605	2796	0	0	0

