



**CITY OF BELLE MEADE
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA PACKET
FEBRUARY 26, 2025, 04:00 PM**



**AGENDA BOARD OF COMMISSIONERS
REGULAR MEETING
FEBRUARY 26, 2025, 04:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

I. PLEDGE OF ALLEGIANCE

II. PUBLIC COMMENTS

III. MINUTES - pg 7

Consideration of the minutes of the Regular Meeting of the Board of Commissioners, held January 15, 2025.

Attachment: [BoC Minutes January 15 2025.pdf](#)

IV. PUBLIC WORKS

A. Monthly Reports - Nathan McVay pg 11

Attachment: [Public Works Report January 2025.pdf](#)

B. Consider approval of a Proposal with Olshan Foundation Solutions, totaling \$4,740, to improve stormwater drainage in the alley between City Hall and Public Works Garage Building - Nathan McVay pg 17

Attachment: [MEMO Olshan Foundation.pdf](#)

C. Consider approval of an Agreement with Neel-Schaffer for civil engineering services to support the city's annual paving program - Jennifer Moody pg 23

Attachment: [Memo - Neel Schaffer Master Agmt.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

V. CITY SERVICES

A. Public Safety

1. Monthly Reports - Chief Williams pg 31

Attachment: [combined report Jan 2025.pdf](#)

2. Consider an Application for a Parade Event Permit for St. George's Church to use Belle Meade Boulevard for overflow parking on Sunday, April 20th - Chief Williams pg 39

Attachment: [St G Easter Service Parade Permit.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

3. Consider approval of purchasing seven (7) replacement patrol vehicles, from Lonnie Cobb Ford totaling \$373,716 under state contract pricing, to support Belle Meade Police - Chief Williams pg 43

Attachment: [MEMO for 2025 Patrol Vehicles.pdf](#)

- 4. Consider purchase of annual licenses and subscriptions with PowerDMS accreditation software, totaling \$3,367.64, for the Belle Meade Police Department - Chief Williams pg 47**

Attachment: [Memo PowerDMS 2025.pdf](#)

B. Health and Sanitation

- 1. Monthly Reports - Nathan McVay pg 69**

Attachment: [Service Calls.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [1 January TN One Calls Report.pdf](#)

- 2. Consider a Proposal from RateStudies, Inc to Provide a 5-year Rate Analysis for Belle Meade's sewer collection system - Jennifer Moody pg 75**

Attachment: [Memo Sewer Rate Study 2025.pdf](#)

C. Building/Zoning/Planning

- 1. Monthly Reports - Mary Samaniego pg 77**

Attachment: [1 PL BC JANUARY 2025 Report.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [Belle Meade MS4 Audit Letter - 03FEB24.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

- 2. Approve Change Order No. 1 to a Professional Services Agreement with Civil and Environmental Consultants, Inc. (CEC) for Stream Monitoring to support the City's Stormwater Management program - Mary Samaniego pg 91**

Attachment: [Memo - CEC CO for MS4 stream monitoring.pdf](#)

Attachment: [Change Order 1 MS4 Stream Monitoring.pdf](#)

Attachment: [CEC 334-214 MS4 Support Proposal.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

D. Waste Collection - No Matters

E. Beautification/ Landscape

- 1. Monthly report - Chip Wilkison at meeting**
- 2. Consider approval of a Proposal for Land Clearing (phase 2) of Caldwell Meadow with Landscape Services Inc. for a lump sum totaling \$11,975.00 - Jennifer Moody pg 107**

Attachment: [Memo Land Clearing Phase 2.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [Land Clearing and Mulching at Caldwell Meadow - Phase 2 74039.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

- 3. Consider approval to continue landscape maintenance services with Landscape Services, Inc., not to exceed \$79,650 for services on an**

as-needed basis - Jennifer Moody pg 113

Attachment: [Landscaping and Beautification - Temp Services.pdf](#)

F.City Communications and Technology - No Matters

VI.ADMINISTRATION

A.City Manager Reports - Jennifer Moody pg 117

Attachment: [2025 02 Memo Capital Projects.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [Jan 2025 resident contact log.pdf](#)

Attachment: [PEP Property Loss Survey Letter.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Finance - Leigh Mills

1. Discuss Certified Tax Rate Compliance notice - pg 125

Attachment: [Comptroller notice for certified tax rate compliance.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

2. Financial Statements - December 2024 pg 131

Attachment: [combined Monthly Financials Dec 24.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

3. Investment Schedules - January 2025 pg 143

Attachment: [INVESTMENT SCHEDULE - CD LADDERING JAN 25.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [INVESTMENT SCHEDULE - LGIP GENERAL FUND JAN 2025.pdf](#)

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Attachment: [INVESTMENT SCHEDULE - LGIP SEWER FUND JAN 2025.pdf](#)

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4. Monthly Check Register - January 2025 pg 149

Attachment: [Check Register - December 2024.pdf](#)

5. Approval of Invoices Over \$5,000 pg 155

1. LDA Engineering (TDEC grant project - Sewer) - \$88,380.00
2. CEC (December engineering reviews) - \$9,0115.60
3. LSI (Phase 1 - clearing Caldwell Meadow - Beautification Fund) - \$8,950.00
4. Miller and Martin (January) - \$5,000.00
5. Omnigo (Police Records Software) - \$8,599.99
6. Franklin Disposal (February) - \$33,417.20
7. Franklin Disposal (March) - \$33,417.20
8. Straeffer Pump & Supply (Sewer - 10 Myers Pumps) - \$17,440.00
9. Applied Concepts, Inc. (Police In-Car Radar Equipment) - \$8,180.00

10. Wascon, Inc. (Sewer - 2 duplex E-Ones) - \$16,223.46
11. Wex (January) - \$5,384.70
12. Clean Earth Collections LLC (February) - \$ 15,700.00
13. Barge Civil (Zoning Map) - \$4,925.81
14. Sammie Gibbs (Snow & Ice Invoice) - \$59,538.00

Attachment: [combined Invoices over 5K.pdf](#)

Attachment: [4821.pdf](#)

B.Facilities - Nathan McVay

1. Consider approval of Task Order No. 2 for civil engineering services from LDA Engineering, not to exceed \$3,600, for design of a new roll-up door addition to Public Works Garage Building - Nathan McVay pg 179

Attachment: [MEMO LDA Engineering Task 2 new garage door.pdf](#)

Attachment: [Belle Meade MSA Owner Engineer Task Order 2 2.3.2025.pdf](#)

Attachment: [4705 Harding Pike-Garage Door Report Executed.pdf](#)

2. Discuss City Hall Roof - Nathan McVay at meeting

C.Human Resources / Personnel - No Matters

VII.LEGISLATION

- A.RESOLUTION NO. 2025-02 - A Resolution Adopting a Memorial Tree Program - Mary Samaniego pg 187

Attachment: [Memorial Tree Information.pdf](#)

Attachment: [1 RESOLUTION 2025-02 Adoption of Memorial Tree Program.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

- B.RESOLUTION 2025-03 - A Resolution authorizing a Treasury Management Services Master Agreement with Pinnacle Financial Partners - Leigh Mills pg 191

Attachment: [1 - Pinnacle Bank Treasury Management Master Agreement Terms and Conditions v8 25SEP24.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [2 - Resolution and Authorization for Treasury Management Services.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [3 - TM Enrollment Certification and Agreement Form 2 .pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

- C.ORDINANCE 2025-1 An Ordinance Amending Ordinance 2024-12 (FY 2025 Annual Budget) to Provide for the Increase or Decrease in Various Expenditure and Revenue Appropriations As Shown - Leigh Mills pg 259

Attachment: [Budget Amendment 2.pdf](#)

Attachment: [This page intentionally left blank.pdf](#)

Attachment: [BUDGET ORDINANCE - Budget Amendment 2.pdf](#)

VIII.OTHER MATTERS

IX.ADJOURN

The next scheduled meeting of the Board of Commissioners will be Wednesday, March 19, 2025 at Belle Meade City Hall 4705 Harding Pike Nashville, TN



MINUTES
BOARD OF COMMISSIONERS – REGULAR MEETING
JANUARY 15, 2025, 4:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE

Call To Order

Mayor Rusty Moore called the meeting to order at 4:02 p.m.

Board Members Present

Mayor Rusty Moore
Vice Mayor Haley Dale
Louise Bryan
Neal Clayton
Tom Starkey

City Staff Present

City Manager Jennifer Moody
Chief of Police Chuck Williams
Public Works Director Nathan McVay
Finance Director Leigh Mills
Planning Director Mary Samaniego
City Recorder Rusty Terry
City Attorney Doug Berry

PLEDGE OF ALLEGIANCE - Led by Mayor Moore

PUBLIC COMMENTS

Nashville City Councilman Thom Druffel shared an update on projects and plans from the Metro Council, answering questions from the commissioners as asked.

Special Presentation - Officer David Read - Outstanding Service Award - Chief Williams

Chief Williams provided a review of Officer David Read's recent Speed Enforcement Award from the Tennessee Highway Safety Office for Middle Tennessee, noting that Officer Read had issued 1,268 citations in 2024.

MINUTES

Consideration of the minutes of the Regular Meeting of the Board of Commissioners, held December 18, 2024

Motion to approve: Dale Second: Clayton Vote: All aye

PUBLIC WORKS

Monthly Reports - Nathan McVay

There were no questions on the monthly reports.

CITY SERVICES

Public Safety

2024 Annual Report - Chief Williams

Chief Williams reviewed highlights of the Annual Report.

Comments and discussion on aspects of the report followed the presentation.

Monthly Reports - Chief Williams

Mayor Moore asked that Chief Williams include an update on the Neighborhood Watch Program in each monthly report.

There were no additional questions on the monthly report.

Approve an Annual Service Agreement with SkyCop, Inc, totaling \$29,042.99, to support the law enforcement camera system - Chief Williams

Chief Williams reviewed the proposal as presented in the Agenda Packet.

A period of questions from the Commissioners, addressed by Williams followed the presentation.

Motion to approve: Dale Second: Clayton Vote: All aye

Health and Sanitation

Monthly Reports - Nathan McVay

Clayton inquired about the fees for the Tennessee 811 calls; Public Works Director McVay provided details, and Finance Director Mills provided billing information.

Approve Task Order No.1, not to exceed \$7,500, with LDA Engineering for evaluation of the city's odor and erosion control program - Jennifer Moody

City Manager Jennifer Moody reviewed the proposal.

Motion to approve: Dale Second: Bryan Vote: All aye

Building/Zoning/Planning

2024 Annual Report - Mary Samaniego

Planning Director Mary Samaniego reviewed the annual report, providing highlights from the report, answering questions as asked by the commissioners and providing additional details.

Monthly Report - Mary Samaniego

Planning Director Samaniego provided highlights of the code enforcement cases and addressing questions as asked by the board on the monthly reports.

Waste Collection - No Matters

Beautification/ Landscape

Monthly Report - Chip Wilkison

Chip Wilkison was unable to attend the meeting and City Manager Jennifer Moody provided an update on the Beautification Committee, highlighting information on the Deer Park Statues fund raising and the upcoming Weed Wrangel project. Moody addressed questions asked by the commissioners.

City Communications and Technology - Jennifer Moody

City Manager Jennifer Moody provided an update on the No Solicitors list.

ADMINISTRATION

City Manager Reports - Jennifer Moody

City Manager Moody provided a review of the annual report, answering questions as asked by the commissioners.

Moody also reviewed her monthly report, providing highlights on the ongoing projects, answering questions as asked by the commissioners.

Finance - Leigh Mills

Financial Statements - November 2024

Reviewed by Finance Director Leigh Mills. There were no questions on the reports.

Investment Schedules - December 2024

Reviewed by Finance Director Leigh Mills. There were no questions on the reports.

Approval of Invoices Over \$5,000

- | | |
|---|-------------|
| 1) Civil & Environmental Consultants, Inc. (engineering review) | \$11,299.72 |
| 2) Clean Earth Collections (January Brush) | \$15,700.00 |
| 3) Kraft CPAs (audit) | \$9,690.00 |
| 4) Mixed Drink Tax Revenue Distribution (November) | \$7,316.75 |
| 5) Mixed Drink Tax Revenue Distribution (October) | \$6,892.00 |
| 6) Miller and Martin (December) | \$5,000.00 |
| 7) Wascon, Inc. (E-one, Sewer Fund) | \$8,618.65 |
| 8) Wex (December fuel charges) | \$5,112.59 |
| 9) Barge Civil Associates (Zoning Map Update) | \$6,835.00 |
| 10) LDA Engineering (TDEC/Sewer Project - November) | \$60,307.50 |
| 11) LDA Engineering (TDEC/Sewer Project - December) | \$46,670.00 |

Motion to approve: Dale Second: Bryan All aye

Facilities - No Matters

Human Resources / Personnel - No Matters

LEGISLATION

Consider a Resolution No. 2025-01 Amending Resolution 2022-05 Establishing Amounts of Fees to be Charged by the City of Belle Meade for Permit Applications and Other Fees - Mary Samaniego

Planning Director Mary Samaniego reviewed the proposed resolution.

Motion to approve: Dale Second: Clayton Vote: All aye

OTHER MATTERS - No Matters

The meeting adjourned at 5:30 p.m.

Mayor Rusty Moore

City Recorder Rusty Terry

City of Belle Meade - Public Works Department Activity Report January 2025

Date Reported	Complaint Request	Location	Referred To	Action Taken	Department
1/2/2025	Took down the Christmas tree.	City Hall	Nathan & Dylan	Completed	Beautification
1/2/2025	Took two tires to get put onto a patrol car.	Firestone	Nathan & Dylan	Completed	Public Works
1/3/2025	Picked up boxes laying around the cardboard dumpsters.	City Hall	Nathan & Dylan	Completed	Public Works
1/7/2025	Replaced a few light bulbs in Jennifers office.	City Hall	Nathan & Dylan	Completed	Maintenance
1/7/2025	Picked up a trash bag in the road.	Harding Rd. / Lynwood Blvd.	Dylan	Completed	Public Works
1/7/2025	Straightened two speed limit signs.	Harding Pl.	Nathan & Dylan	Completed	Public Works
1/7/2025	Picked up a light that came off of a NES pole that was laying in the grass.	Hillwood Blvd. / Harding Rd.	Nathan	Completed	Public Works

City of Belle Meade - Public Works Department Activity Report January 2025

Date Reported	Complaint Request	Location	Referred To	Action Taken	Department
1/7/2025	Replaced light bulbs in kitchen	City Hall	Nathan & Dylan	Completed	Maintenance
1/7/2025	Removed recycle waste from City Hall	City Hall	Nathan & Dylan	Completed	Public Works
1/8/2025	Took Koorsen around to inspect all of the fire exitguishers.	City Hall	Dylan	Completed	Public Works
1/8/2025	Picked up some trash in one of the islands.	Belle Meade Blvd.	Nathan & Dylan	Completed	Beautification
1/8/2025	Picked up boxes laying around the cardboard dumpster.	City Hall	Nathan & Dylan	Completed	Public Works
1/9/2025	Replaced the American Flag on the flagpole.	City Hall	Dylan	Completed	Public Works
1/9/2025	Removed the wreaths and garland from City Hall.	City Hall	Dylan	Completed	Beautification

City of Belle Meade - Public Works Department Activity Report January 2025

Date Reported	Complaint Request	Location	Referred To	Action Taken	Department
1/9/2025	Met with a contractor to talk about a driveway project.	301 Walnut Dr.	Nathan & Dylan	Completed	Stormwater
1/13/2025	Picked up boxes laying around the cardboard dumpsters.	City Hall	Nathan & Dylan	Completed	Public Works
1/13/2025	Moved a large limb that fell on the sidewalk.	City Hall	Nathan	Completed	Public Works
1/13/2025	Removed all of the wreaths from the street name signs.	City of Belle Meade	Nathan & Dylan	Completed	Beautification
1/13/2025	Fixed the toilet in the womens restroom in PD.	Police Department	Nathan & Dylan	Completed	Maintenance
1/14/2025	Met wit CEC to look at a stormwater pipe.	Walnut Dr.	Nathan & Dylan	Completed	Stormwater
1/16/2025	Picked up trash on the side of the road.	Harding Rd.	Dylan	Completed	Beautification

City of Belle Meade - Public Works Department Activity Report January 2025

Date Reported	Complaint Request	Location	Referred To	Action Taken	Department
1/17/2025	Pulled a yard sign from one of the islands.	Belle Meade Blvd.	Nathan & Dylan	Completed	Beautification
1/20/2025	Called the contractor and the homeowner about a water leak.	612 Belle Meade Blvd.	Nathan & Dylan	Completed	Public Works
1/22/2025	Noise coming from the house behind him. Located the noise and let them know to get it fixed.	4417 Sunnybrook Dr.	Nathan & Dylan	Completed	Public Works
1/22/2025	Received a call about the water in Richland creek being cloudy. Found Metro Water fixing a water main	Harding Rd.	Nathan & Dylan	Completed	Stormwater
1/22/2025	Annual Tow Motor Service	Maintenance Shop	Nathan	Completed	Maintenance
1/23/2025	Meeting with LDA Engineering	City Hall	Nathan	Completed	Sewer
1/24/2025	Met with Olshan Foundation Maintenance shop gutter drains	Maintenance Shop	Nathan	Completed	Maintenance

City of Belle Meade - Public Works Department Activity Report January 2025

Date Reported	Complaint Request	Location	Referred To	Action Taken	Department
1/25/2025	Picked up trash on the side of the road.	Harding Rd. / Jackson Blvd.	Nathan & Dylan	Completed	Beautification
1/27/2025	Picked up some cardboard around the dumpsters.	City Hall	Dylan	Completed	Public Works
1/27/2025	Meeting with LDA	City Hall	Nathan	Completed	Public Works
1/29/2025	Trimmed a few trees hanging in the road.	Westhampton Pl.	Nathan / Dylan	Completed	Beautification
1/29/2025	Trimmed a few trees hanging in the road.	Honeywood	Nathan / Dylan	Completed	Beautification
1/29/2025	Met with PEP Inspector	Maintenance Shop	Nathan	Completed	Public Works
1/29/2025	Cummins Generator Service	Generator Area	Nathan	Completed	Maintenance

City of Belle Meade - Public Works Department Activity Report January 2025

Date Reported	Complaint Request	Location	Referred To	Action Taken	Department
1/30/2025	Meeting with structural engineer for shop door	Maintenance Shop	Nathan	Completed	Maintenance
1/30/2025	Cleaned up dumpster area	Trash Dumpsters	Nathan/ Dylan	Completed	Maintenance
1/31/2025	Large tree limb in road	BMB / Jackson Blvd intersection	Nathan/ Dylan	Completed	Public Works
1/31/2025	Stormwater training	City Hall	Nathan/ Dylan	Completed	Stormwater



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Nathan McVay
Date: February 19, 2025
Re: Request for contract with Olshan Foundation Solutions

Background

Olshan Foundation Solutions was contracted in 2023 to do phase 1 of 2 of our Maintenance shop drainage improvement project. This project helps make the parking lot a safer place to walk by directing water runoff from gutters into existing storm drains. Currently, water runs across the surface of the alley way, which is a primary drive for patrol officers and the main entrance for all employees to enter City Hall from the back parking lot. This creates a particularly hazardous condition during inclement weather and in freezing temperatures.

Phase 2 will tie together the gutters on the alley side of the Public Works Building and connecting them into the existing underground drainage system. A narrow strip of asphalt in the alley will need to be cut and removed for the pipe to cross the driveway. This work is recommended to be completed ahead of considering the parking lot for resurfacing, which is scheduled for fiscal year 2025-2026.

Recommendation

The Board is recommended to approve a Proposal from Olshan Foundation Solutions in the amount of \$4,740.00 to make these drainage improvements.

Fiscal Impact

Funds are available for this project in General Fund – Public Works – Repair and Maintenance Other account 110-43100-269.

Attachments

Quote and Drawings



<https://www.olshanfoundation.com/regions/tennessee/nashville/>

DCastillo@olshanfoundation.com

615-367-2800

1008 Lavern Circle

Hendersonville, TN, 37075

Agreement / Contract

Olshan Foundation Repair & Waterproofing Co. of Nashville, LLC (dba Olshan Foundation Solutions), hereinafter called CONTRACTOR, enters into this agreement on this Jan. 24, 2025, with: City Of Belle Meade, hereinafter called OWNER to provide labor, equipment, and materials for the work herein upon the structure located at:
4705 Harding Pike, Nashville, Davidson, TN 37205, United States

Owner's Contact

City Of Belle Meade
(615) 485-7797
nmcvay@citybellemead.org

Certified Structural Technician

Daniel Steitler
(615) 972-9659
dsteitler@olshanfoundation.com

Product List

Concrete Repair	Quantity
Crushed Concrete Fill	
Length x Width x Height	
Base Price: 4" Depth	21 sq ft
Subtotal	\$1,050.00

Water Mgmt/Drainage/Gutters	Quantity
Connection - Drainage/Downspout	
Base Price: Residential, 4" closed	2
Discharge Line - Drainage or Downspout, 1 1/2" or 4"	
Base Price: 4in. PVC Sewer & Drain Pipe	83 ft
Subtotal	\$1,940.00

Other Items

Demo Blacktop	
Demo the blacktop to bury the discharge line Fill void with gravel to street level city to pay at a later date Haul excess soils offsite	
Drill into manhole existing	
Drain the PVC line into the existing manhole by drilling a 4 inch hole into the concrete manhole pipe	
Subtotal	\$1,750.00
Subtotal	\$4,740.00
Total	\$4,740.00

Payment

Balance **\$4,740.00**

Payment Terms:

Payment for services to be paid: (1/2) \$2,370.00 Half before when the work starts; (1/2) \$2,370.00 Half upon completion.

3rd party payment method
Financing Amount Request

Payment options
\$4740.0

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*All financing is subject to credit approval. Your terms may vary. Payment options through Wisetack are provided by our lending partners. See <http://www.wisetack.com/lenders>. See additional terms at <http://www.wisetack.com/faqs>.

Special Provisions
Na

<<< Owner Initial acknowledging receipt of a copy of Applicable Warranties & Warranties Terms & Provisions

LIMITED WARRANTY: UNLESS A LONGER WARRANTY PERIOD IS SPECIFIED, CONTRACTOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, CONTRACTOR WILL REPAIR AT NO CHARGE TO YOU, ANY DEFECTS DUE TO FAULTY WORKMANSHIP. CONTRACTOR'S WARRANTY EXCLUDES INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, WORK PERFORMED BY OTHERS, OR IMPROPER CARE/CLEANING. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW. MECHANICAL AND ELECTRICAL PARTS ARE COVERED BY AND LIMITED TO MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED BY CONTRACTOR.

This signed AGREEMENT, the attached TERMS and CONDITIONS, Warranties provided and drawings (Addendum A) collectively shall represent the Contract/Agreement for repairs with the OWNER. To the extent there is a conflict between documents, the AGREEMENT shall control.

This Agreement must be signed, returned to the office and signed by Contractor within 30 days to be binding upon both parties. I have read and initialed confirming my understanding of the terms of this Agreement. By signing below, I agree with and will abide by the terms and conditions set forth in this Agreement, and authorize Contractor to perform the work specified.

_____	_____	_____	_____
Daniel Steitler	Date	Customer Signature	Date
_____	_____	_____	_____
General Manager (Contractor)	Date	Customer Signature	Date

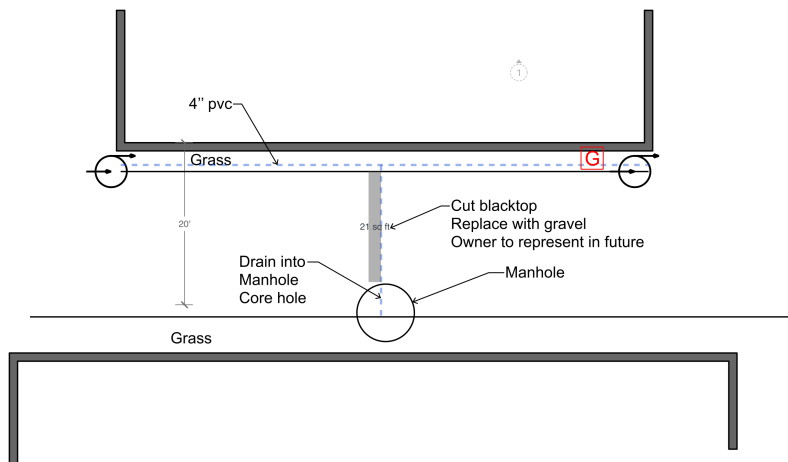


B.E.C./C.S.T.
Daniel Steitler
dsteitler@olshanfoundation.com
CELL - (615) 972-9659

Olshan
Since 1933

1-877-4-OLSHAN
WWW.OLSHANFOUNDATION.COM

City Of Belle Meade
4705 Harding Pike
Nashville, TN, 37205
nmcvay@citybellemeade.org
(615) 485-7797
Jan. 24, 2025



	Crushed Concrete Fill	21 sq ft		Connection - Drainage/Downspout	2
	Discharge Line - Drainage or Downspout, 1/2" or 4"	83 ft			
Addendum "A"			Signature		



1 - 1



1 - 2



1 - 3

General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Olshan (also referred to as "Contractor"). The "Scope of Work" (referred to below as the "Work") to be performed is as set forth on the Agreement and drawings provided and referred to as Addendum A. Installation is limited to the described Scope of Work, subject to any agreed upon Change Order. All Work will be completed in substantial accordance with the described Scope of Work. The "Scope of Work" is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure.

Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and this repair plan is based upon experience in the industry. The price quoted is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices. Unless specified, the Scope of Work is not based on an Engineering Structural report. You may obtain an independent Engineering Review at your own discretion and cost to evaluate the scope of work prior to signing this Agreement. Prior to commencement and during the performance of the Work, conditions may exist or be discovered that were not visible or known when the Agreement was submitted and signed. If any unforeseen or unknown conditions arise or are discovered, Contractor, in its sole discretion, may provide Owner with a Change Order for a new "Scope of Work" for Owner to sign and approve. Unless specified in the "Scope of Work", this Work does not include the services of an independent registered Engineer to evaluate, design, inspect, or report on the Work performed. Owner acknowledges acceptance of the "Scope of Work" to be performed by Contractor. If an Engineer or other third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed, You agree to give written notice to Contractor identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the Work to be performed. You agree to (i) facilitate the location of underground/overhead utility lines, (ii) identify your property lines, (iii) ensure that construction areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/zoning or code violations, (iv) to grant Contractor access to construction areas during working hours, (v) provide power and water to construction areas, (vi) to keep unattended minors out of the construction areas at all times while the Work is in progress (vii) keep pets out of the construction areas at all times while the Work is in progress, and (viii) keep all permits on display at all times. IF YOU CHOOSE TO ASSIST CONTRACTOR WITH ANY PART OF MATERIAL DELIVERY, INSTALLATION, OR ENTER THE CONSTRUCTION AREA, YOU ASSUME THE FULL RISK AND ASSOCIATED PERSONAL INJURY LIABILITY.

If your warranty is not a lifetime warranty, You agree that all warranty claims against Contractor, its employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) calendar days of the date You first become aware of the problem.

Contractor's Responsibilities: Contractor will complete the Work in a workmanlike manner. Contractor may either not start, or immediately discontinue, installation upon discovery of unforeseen, hidden or unknown physical or hazardous conditions at Your property. Contractor is not required to repair such conditions. Under this Agreement, Contractor may perform the installation, or arrange for the installation through an authorized specialty subcontractor.

EXCLUSIONS FROM LIABILITY : The six (6) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scope of Work" is determined in part by the ACCEPTANCE by the OWNER to these provisions by **initialing here _____**.

1. During the course of, or as a result of the Work, some of the component parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick, brick mortar, wallpaper, roofing, vinyl products, etc. may pull apart, tear, break, crack, bulge, stretch, and wrinkle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same. Additionally, Contractor is not liable for and this Agreement excludes any responsibility or liability for Contractor to make cosmetic repairs, redecorating, or replacement of materials not specifically required in this Agreement. Any such damages or repairs are the sole responsibility and liability of Owner. If interior repairs require removal of carpet, tile or any type of floor covering Contractor will remove such floor covering as needed but will not re-stretch or re-seam or replace any such floor covering unless specifically included in the Scope of Work.

2. Contractor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or preexisting problems and leaks.

3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color. Access by tunneling is an additional charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.

4. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted. Contractor is not responsible for damage to or loss of landscaping and Contractor does not provide any warranty on landscaping.

5. **MOLD, LEAD AND OTHER CONTAMINANTS:** Contractor and Owner expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates and agents shall not be liable for damages or costs of any type -- and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed.

6. Contractor is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced. Contractor does not seal such patches.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the Scope of

Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require You and Contractor to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment that may be required. Following discovery of previously undisclosed/unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Contractor may immediately ask for a Change Order or discontinue installation and terminate this Agreement without further obligation to You. If Owner does not agree to the changes and costs outlined in the Change Order, Contractor may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and the Warranty shall be void.

WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY RECEIVE MULTIPLE WARRANTY TERMS AND CONDITIONS IF MULTIPLE PRODUCTS OR SERVICES ARE PURCHASED. YOU WILL BE REQUIRED TO INITIAL ON THE AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If you are financing this transaction in whole or in part, Your separate loan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement. If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar (\$100) late payment penalty fee plus monthly interest charge calculated as the lesser of 1.5% or the highest lawful rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all costs and expenses, including attorney fees, incurred in collecting unpaid balances.

Security Interests/Liens: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Contractor. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested.

LIMITS OF CONTRACTOR LIABILITY. Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project. Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate repairs. Contractor shall not be liable for the cost of new replacement or new construction. Both Owner and Contractor hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Contractor or authorized service provider to this agreement.

To the extent Owners' state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION: Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties. This agreement is determined in part by the ACCEPTANCE by the OWNER to these provisions by **initialing here _____**.

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS

SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. This contract contains all of the terms and conditions agreed to by both parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract and may not be changed except by an instrument in writing and signed by both parties. BEFORE SIGNING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

CANCELLATION: OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO CONTRACTOR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. If cancelled, Owner's payments will be returned within ten (10) business days after receipt of the Notice of Cancellation.

Owners Signatures *(only required if these Terms and Conditions are not printed on back of AGREEMENT):*

Owner(s) _____ Date: _____

v.6.12.19



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Nathan McVay, Public Works Director
Date: February 19, 2025
Re: Master Agreement with Neel Schaeffer

Background

For many years, the City of Belle Meade has relied on civil engineering services from Barge Design to develop the bid documents and construction plans for the annual paving program. The City's relationship was with Dan Barge, the founder, who retired in early 2023. Unfortunately and unexpectedly, this year, when the City Manager reached out for design assistance, the firm responded "with Dan's retirement and transition of ownership of the firm, we believe we are no longer best suited for these types of assignments, therefore respectfully decline".

Our intent had been to continue with the firm as they developed the city's street condition inventory in 2021 and it is the basis for the schedule for resurfacing of all streets. For many iterations, the inventory has been updated about every 7 years. We had anticipated requesting proposals prior to the next update, intended for 2028, and to review qualifications of other firms at that time.

Given these unforeseen events and our need to find a timely solution, I reached out to City of Forrest Hills for a reference. They highly recommend their consulting engineers with Neel-Schaffer, Inc. Lucas Sullivan specifically was very helpful and confirmed that they provide these services for several communities in our immediate area and would be immediately available to assist with this project and could provide other planning or civil engineering assistance in the future.

The Board is asked to consider approval of a Master Agreement and general terms and conditions (Exhibit A) that establishes the general relationship between our two entities, but does not obligate the City to any expenses. Then, for each specific project, a Task Order will be created with a cost proposal that will additionally need to be approved by the Board

if/when the Task Order exceeds the City Manager's purchasing authority (current limit is \$3,000).

Recommendation

The Board is recommended to approve a Master Agreement with Neel-Schaffer, Inc. to provide civil engineering services.

Fiscal Impact

Funding is available to support this expenditure in the FY 2024 General Fund – Public Works – Repair and Maintenance – Other – account 110-43100-269.

Attachments

Master Agreement for Professional Services

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, entered into as of this ____ day of _____, 2025, between the City of Belle Meade, Tennessee ("CITY") and Neel-Schaffer, Inc., a Mississippi Corporation, with its local office at 210 25th Ave N, Suite 800, Nashville, TN 37203 ("NEEL-SCHAFFER"). The Agreement shall take effect upon full execution of required signatures.

From time to time, CITY intends to engage NEEL-SCHAFFER to provide professional engineering and planning services. This Agreement sets forth the general terms and conditions which shall govern the relationships and performance of CITY and NEEL-SCHAFFER, if and only if one or more Task Orders are agreed to under this Agreement. Each engagement will be documented by a Task Order. NEEL-SCHAFFER has a thorough knowledge of professional engineering and planning and is qualified to render such professional services.

CITY and NEEL-SCHAFFER in consideration of their mutual covenants as set forth herein agree as follows:

A. BASIC SERVICES

- i. The services to be provided by NEEL-SCHAFFER may include professional consultation, project management, studies, engineering, planning and other related services as authorized by CITY as provided herein. Services for each Specific Project will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed by CITY and deliverables to be provided. The general format of a Task Order is shown in Exhibit A.
- ii. This Agreement is not a commitment by CITY to NEEL-SCHAFFER to issue any Task Orders.
- iii. CITY and NEEL-SCHAFFER shall agree on the scope, time for performance, and fee terms within each Task Order. NEEL-SCHAFFER will commence performance as set forth and executed in the Task Order.

B. TERM

- i. This Agreement shall be effective and applicable to Task Orders issued hereunder for an unlimited period as mutually agreed upon by both parties. The primary Agreement or individual Task Orders may be terminated with advanced written notice.
- ii. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, NEEL-SCHAFFER will perform services and provide deliverables within a reasonable time. The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.
- iii. If CITY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Task Order, or if NEEL-SCHAFFER's services are delayed through no fault of NEEL-SCHAFFER, NEEL-SCHAFFER's time for performance shall be extended accordingly.
- iv. If NEEL-SCHAFFER's services under a Task Order are delayed or suspended in whole or in part by CITY, or if NEEL-SCHAFFER's services under a Task Order are extended by a Contractor's actions or inactions for more than 90 days through no fault of NEEL-SCHAFFER, NEEL-SCHAFFER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect incremental costs incurred by NEEL-SCHAFFER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the Task Order has been revised.

C. CONTENTS

- i. Exhibit A – Task Order Template
- ii. Exhibit B – Hourly Classification Schedule
- iii. Exhibit C – General Terms & Conditions

Signature Page

ISSUED AND AUTHORIZED BY:
CITY OF BELLE MEADE, TN

Title: _____

Date Signed: _____

ACCEPTED AND AGREED TO BY:
NEEL-SCHAFFER, INC.

Title: _____

Date Signed: _____

APPROVED AS TO FORM:
CITY OF BELLE MEADE, TN

Title: _____
City Attorney

Date Signed: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.
5. **Ownership of Documents.** All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
6. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
7. **Suspension of Services.** Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.
8. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
9. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

10. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.
11. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
12. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
 - (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.
13. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
14. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.
15. **Force Majeure.** Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
16. **Compliance with Laws.** To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
17. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

19. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in the courts of Davidson County, Tennessee.
20. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
21. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
22. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
23. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
24. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
25. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
26. **Conflicting Terms.** If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

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**Board of Commissioners Meeting
Police Department Statistical Summary
January 2025**

Call Type	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25
Alarms	26	39	29	30	27	40	33
Arrests	6	4	3	2	2	1	4
Burglary	0	0	0	0	0	0	1
Citations Issued	330	356	390	393	422	224	317
Community Contacts	326	341	306	318	312	274	200
Fingerprint Customers	29	25	48	24	30	36	30
House Checks	1,464	804	861	837	615	1,265	1,015
LPR Camera Hits	6	8	4	3	4	12	4
Non-Residential Checks	883	911	885	907	776	922	805
Reports Taken	26	22	15	29	18	28	29
Theft of Property	5	0	2	2	0	0	1
Traffic Crashes	5	7	9	8	7	6	10
Total Patrol Miles	8,606	8,486	8,033	8,255	7,388	8,113	7,744
P.D. Monthly Revenue	\$21,454.20	\$24,520.25	\$23,572.21	\$22,278.61	\$24,071.25	\$25,981.51	\$31,731.75

Belle Meade Police Department
Monthly Statistics

January 2025

Officer	Calls Answered	Citations Written	Traffic Stops	Verbal Warnings	Community Contacts	Reports Completed	Auto Crash Property	Auto Crash Injury	Arrests	Fingerprint Calls	Child Seats Installed	Houses Checked	Business Checks	Miles Patrolled
Bailey	14	7	14	8	4	4	2					131	105	804
Bowker	13	8	9	3	11	1				4	10	136	52	579
Cloxtan														
Donegan	16		6	5		1			1			115	135	1,005
Doty	31	19	17	6	1	4	2	1				106		808
Dunn														
Germany		45	65	24	22		1			4				234
Norris	3	40	42	20	17	5	1		3			122	112	627
Parrish	9	1	1									130	112	404
Read	23	107	62	20	91	6	1			8		111	59	690
Roark	7	22	20	16	44	1				3		25	20	443
Samol	11	21	9	1		3	1					8	90	590
Scarbrough	30	20	21	8	2	3				5		113		855
Wright	19	11	14	6	8	1	1			6		18	120	619
Yokley		16	17	10										86
Totals:	176	317	297	127	200	29	9	1	4	30	10	1,015	805	7,744

LPR/StarChase Report - January 2025

Missing Person = 1

Officers located and stopped the vehicle. The missing person was not in the vehicle.

Stolen Vehicles = 3

(2) Officers located and stopped the vehicle. Driver was taken into custody and the stolen vehicle was recovered.

(1) Officers checked the area but were unable to locate the vehicle.

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump				
Police	Streets	Sewer	Codes	Admin

Jan-24	1594.581	73.440	142.690	0.000	0.000
Feb-24	1565.147	91.310	156.623	0.000	0.000
Mar-24	1515.081	90.484	125.232	10.950	13.970
Apr-24	1691.455	91.682	140.165	0.000	0.000
May-24	1786.522	67.098	191.686	15.040	0.000
Jun-24	1438.971	104.012	150.650	0.000	0.000
Jul-24	1766.104	109.215	142.210	12.910	0.000
Aug-24	1745.959	92.852	141.250	0.000	0.000
Sep-24	1680.779	111.809	118.360	15.660	13.160
Oct-24	1700.187	85.144	204.375	0.000	11.206
Nov-24	1545.255	85.520	168.160	11.690	0.000
Dec-24	1704.847	73.564	137.733	0.000	0.000
Jan-25	1720.035	93.715	174.710	10.710	0.000

Fuel Cost Per Month For Each Department				
Police	Streets	Sewer	Codes	Admin

Jan-24	\$4,368.70	\$195.61	\$359.10	\$0.00	\$0.00
Feb-24	\$4,458.80	\$258.43	\$423.84	\$0.00	\$0.00
Mar-24	\$4,595.08	\$277.56	\$375.06	\$33.28	\$47.62
Apr-24	\$5,388.94	\$291.31	\$430.32	\$0.00	\$0.00
May-24	\$5,673.82	\$220.57	\$589.76	\$50.96	\$0.00
Jun-24	\$4,296.00	\$320.55	\$416.06	\$0.00	\$0.00
Jul-24	\$5,442.09	\$333.94	\$436.57	\$41.41	\$0.00
Aug-24	\$5,210.29	\$271.13	\$397.80	\$0.00	\$0.00
Sep-24	\$4,547.31	\$303.05	\$312.03	\$42.90	\$36.80
Oct-24	\$4,599.86	\$231.18	\$547.73	\$0.00	\$28.87
Nov-24	\$4,096.86	\$235.17	\$436.02	\$34.12	\$0.00
Dec-24	\$4,547.83	\$205.54	\$359.22	\$0.00	\$0.00
Jan-25	\$4,629.34	\$253.76	\$471.74	\$29.86	\$0.00



Police Department Monthly Report February 03, 2024

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Date: January 3, 2025 to February 3, 2025

NEW CASES ASSIGNED

25-0004 Burglary Individual was captured on video making unlawful entry into a Belle Meade House of Worship. The individual was identified and determined to be suffering from mental health issues. We have notified his family along with the Metro Security Threat Assessment Unit.

25-0013 Destruction of Private Property Delivery driver damaged property and left the scene. Several thousand dollars of damage. Investigation is ongoing.

25-0016 Leaving the Scene of an Accident Assisted Patrol in locating video in regards to an incident where a driver reportedly left the scene of a minor crash. The video was able to determine the facts of the incident without question.

25-0018 Motor Vehicle Burglary Vehicle was burglarized and property removed from the vehicle. Investigation is ongoing.

ASSISTING RESIDENTS

Assisted numerous Residents with frightening texts, emails and regular mail. These messages attempted to extort money from the Victims thru blackmail. The correspondence had “personal information” that had been gleaned from the internet. Pictures of their homes, vehicles and other easily obtainable material suggested that they were local or had intimate knowledge of the victims.

ASSISTING OTHER AGENCIES

Assisted the Metro Police Department with a stolen vehicle. The vehicle was stolen a short distance from the City of Belle Meade and the owner lived in the Links. The vehicle traveled into Belle Meade and observed on the camera system. We were able to track the vehicle thru seven TN counties, two states and multiple cities. Readers Digest version, the vehicle was tracked to Oak Grove Kentucky where it was pursued by Kentucky authorities. The vehicle returned to Tennessee, subsequently crashed out. Two juveniles and one adult were taken into custody near the scene of the crash. Fast forward several days later, the juvenile appeared in the Montgomery County Juvenile Court, found guilty of stealing the vehicle and facilitating the theft of the vehicle. They remain in state custody

Assisted the Metro Police Department in gathering evidence for multiple vehicle burglaries in the Green Hills area. It should be noted that the same individuals were responsible for vehicle burglaries within the City Limits of Belle Meade. They were pursued by Metro after the first burglary and abandoned the

stolen car in Hermitage. The second set of incidents clearly show that they actively avoided all the cameras within Belle Meade and the City of Forest Hills.

The Robertson County Sheriff's Department requested assistance in locating a 16 year old runaway. We were able to provide information that led to her recovery near Tallahassee Florida the following morning.

Assisted the Cross Plains Police Department in gathering evidence to show a criminal violation of a restraining order.

We are final phase of our access to the FirstTwo data base. This data base has been used successfully on numerous occasions during this trail period. It is a great tool for Dispatch, Patrol, Investigations and Administration. It will significantly reduce the amount of time to locate individuals, locations and resources.

December 2024 Neighborhood Watch Communications

12/10/2024-

Hi Captains,

I am excited to share several updates happening within our city and the police department.

First, City Commissioners recently adopted a new regulation that prohibits commercial solicitations to residents that register on a list requesting no solicitors on their property and also limiting the hours of solicitation to only between 8 am and 5 pm on weekdays. Residents may register on the city's website and each time a new solicitation permit is issued, the list of prohibited residences will be provided. Violation of the No Solicitor List may result in revocation of the permit and/or other penalties. Please help us inform all residents about this new program. Registration is available now on the website and we will begin promoting it more broadly in January. It's quick and easy to join the list. Go to <https://citybellemeade.org/police-department/> and scroll to the bottom of the webpage to fill in the registration form with your name and address to be added to the No Solicitations List.

Secondly, please share with your neighbors that employees with our vendor, SkyCop, will be in the neighborhood this week to install new cameras at several locations. As you know, these cameras have been instrumental in keeping our community safe. This upgrade is essential as many of our cameras have been in place since 2018. The new installations will improve video quality and help us continue this important program.

Lastly, I understand that the Neighborhood Watch has faced many changes in recent years with the retirement of Officer Dee Howell and the loss of former Mayor Jim Hunt. I am excited to be initiating a revamp of our program for the new year and will be committed to sending more regular communication from me to you, the neighborhood watch captains. Additionally, I am planning in-person meetings for all captains twice a year at City Hall where we can educate each other on matters in the community. The first meeting will take place in March 2025, so please watch for an invitation soon.

I am very grateful for your dedication to serving our community.

As always, feel free to call me if you have any concerns.

12/23/24-

Hi Captains-

Please make your neighbors aware that we have received several complaints tonight of a white male subject wearing a surgical mask ringing doorbells and running away. The person appears to be driving a black Chrysler Pacifica SUV. If anyone sees this type of vehicle on their street, please call Belle Meade Police at 615-297-0241.

Thanks!

January 2025 Neighborhood Watch Communications

1/9/2025-

Hi Captains-

Due to the expected winter weather that is making its way to Middle Tennessee tomorrow, City Hall will be closed on Friday, January 10th, 2025. Don't hesitate to contact Belle Meade Police at 615-297-0241 if you need anything. I want to encourage everyone to stay off the roads unless absolutely necessary.

Additionally, we would love to see your snow pictures (sledding, etc.) and possibly feature them in next month's newsletter. Feel free to email them to me at cwilliams@citybellemeadetn.org or to Jennifer Moody at jmoody@citybellemeadetn.org.

1/17/2025-

Hi Captains!

I received a few calls about a possible robbery on Iroquois Ave yesterday. I checked with MNPD, and they advised that they did receive a call about a person possibly in an attic at a residence on Iroquois Ave. Metro Officers responded and cleared the residence. It was determined that the HVAC unit was making a loud noise in the attic, and no suspect was inside.

Additionally, I wanted to share a News Channel 5 story about coyotes that I saw this week. We have seen much more coyote activity (especially during the snow). The news article has several things homeowners can do to protect their small pets.

<https://www.newschannel5.com/news/animal-rescue-organizations-send-warning-to-pet-owners-during-coyote-mating-season>

I hope you all have a great weekend. Please do not hesitate to call if you need anything!

1/23/25-

Hi Captains-

We have received two reports of vehicle burglaries today. We have identified the suspect vehicle (stolen from Metro). Please remind your neighbors to park smart. Please secure any valuables, guns, etc. and lock your vehicle. Additionally, please report any suspicious vehicles/persons on your street immediately by calling our dispatch at 615-297-0241.

CITY OF BELLE MEADE

**4705 Harding Road
Nashville, TN 37205**

**Office (615) 297-6041
Fax (615) 297-0255
www.citybellemeade.org**

**Application for a
Parade Event Permit**

Belle Meade Municipal Code, Section 16-110, requires any person, club, organization or other group with intent to hold any meeting, parade, demonstration, competition, exhibition, march, walk-a-thon, foot race or procession upon any street, park, or public place in the City of Belle Meade to first secure a permit.

Organization or Party Seeking Permit: St. George's Episcopal Church

Representative (Name and Title): Laura Zabaski, Parish Administrative Officer

Address: 4715 Harding Pike, Nashville, TN 37215
(Include Street, City, State & Zip)

Telephone #: 615-279-2611

Fax # 615-385-0155

Description of Activity: Easter morning overflow parking on right, north bound lane of

Requesting Date: Sunday, April 20, 2025

Time: 8:00AM - 12:30PM a.m. or p.m.

Please Attach a Diagram Showing the Location and Route.

I acknowledge receipt of Section 16-110 of the Belle Meade Municipal Code and will be responsible for the provisions found therein. I understand that this permit is subject to revocation for non-compliance and will not be effective for other than the date and time shown above. I further understand that failure to vacate the private premises of any person who requests or directs me or my organization to leave shall constitute trespassing. I agree that the City of Belle Meade shall be held harmless by me and my organization for any liability resulting from this activity. I further agree to indemnify the City of Belle Meade, Tennessee, its agents, employees or officials and save it or them harmless from all claims, demands, damages, actions, costs and charges from any type of claim or loss whatsoever which may arise as a result of the granting of this permit. I understand that as a condition precedent to the execution of this permit that I am required to present to the City proof of insurance in amounts deemed adequate by the City Manager naming the City of Belle Meade as an additional insured, and covenant and warrant that such insurance shall remain in effect for the event.


Signature of Applicant

1/30/25
Date

Permit Approved:

City of Belle Meade City Manager

Date



4715 Harding Road Nashville, TN 37205-2896 p 615.385.2150 f 615.385.0155 www.stgeorgesnashville.org

MEMORANDUM

Date: January 30, 2025

To: Jennifer Moody
City of Belle Meade City Manager

From: Laura Zabaski

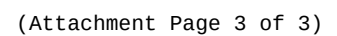
re: Parade Permit for St. George's Easter Morning Overflow Parking

Jennifer, as you are probably aware, St. George's has historically encountered parking issues for its 8:45AM and 11:00AM Easter morning services. Last year, 1,300 parishioners attended the two services at 8:45AM and 9:00AM combined and 670 at 11:00AM. An increase is expected due to average Sunday attendance being up 12% the last twelve months compared to the prior period.

In order to reduce the stress on the parking lot for the early services, an 11:00AM contemporary service was added in 2024 which did shift 115 attendees to that hour rather than 8:45AM. However, we need to be prepared for no additional shift in attendance and, therefore, are requesting a parade permit to allow for parking on the right side of the northbound lane of Belle Meade Boulevard from the entry to St. George's to the intersection of Cornwall Avenue. If approved and utilized by parishioners, this lane would be needed from 8:00AM on Sunday, April 20th through 12:30PM that same day. To facilitate the use, St. George's would hire through your police department two officers with patrol cars to direct traffic.

Please let me know what additional steps need to be taken to secure such a permit. Don't hesitate to reach out to me (615-279-2611) if you have any questions or would like more information.

Thank you.



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CITY OF BELLE MEADE
POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: February 19, 2025
Re: Police Vehicles and Lighting Purchase

BACKGROUND

The 2024-2025 Police Department budget includes the purchase of four 2025 Police Interceptor Utility Vehicles with Lighting. Due to the high demand for police vehicles and their lack of availability, Lonnie Cobb Ford tentatively preordered four for us on July 1, 2024. Upon your approval, four vehicles are available for delivery at the end of February. Lonnie Cobb is on state contract pricing #80355 and #84711, which alleviates the need for additional bids.

Additionally, at the 2025 Commissioners' Retreat, purchasing three (3) additional patrol vehicles in this current fiscal year was discussed. This will lessen the need to buy patrol vehicles next year, FY 2026 budget year. These three additional vehicles are the last replacements needed to completely remove the high-maintenance 2017 Dodge Chargers from the full-time police fleet. We will still have two 2017 and one 2019 Dodge Charger as reserve vehicles.

Vehicle Type	Number of Units	Price Per Unit	Total
Ford Explorer (Patrol)	4	\$55,101.00	\$220,404.00
Ford Explorer (Chief and Detective)	2	\$48,325.00	\$96,650.00
Ford F150 (Lieutenant)	1	\$56,662.00	\$56,662.00
TOTAL	7		\$373,716

RECOMMENDATION

The Board is recommended to approve the purchase of three (3) additional patrol vehicles in the current fiscal year 2025. Pricing includes lighting packages.

FISCAL IMPACT

Upon the Board's approval of the FY 2025 Budget Amendment proposed on tonight's agenda, the General Fund – Transportation Equipment account 110-42100-944 will be increased by \$177,716.00 to support this capital expenditure.

ATTACHMENT

Lonnie Cobb Contracts



Prepared by: STEVEN BLACKSTOCK

07/09/2024

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Pricing Summary - Single Vehicle**MSRP***Vehicle Pricing*

Base Vehicle Price	\$49,515.00
Options	-\$1,750.00
Colors	\$0.00
Upfitting	\$10,500.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$59,860.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$4,759.00
Total		\$55,101.00

Customer Signature

Acceptance Date

Additional options:

Graphics package = \$825.00

Mamba mount computer stand = \$699.00

American Aluminum E/Z Vault in cargo area = \$1,800.00

10-8 Video Arsenal dual camera systems = \$2,798.00

Stalker Dual SL radar = \$2,822.00

Provision 5 camera system = \$5,100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

05/31/2024

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 530

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$41,755.00
Options	\$0.00
Colors	\$0.00
Upfitting	\$7,445.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$50,795.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$2,470.00
Total		\$48,325.00

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

01/23/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,880.00
Options	\$3,585.00
Colors	\$0.00
Upfitting	\$11,510.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$64,970.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$8,308.00
Total		\$56,662.00

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody, City Manager
From: Police Chief Chuck Williams
Date: February 19, 2025
Re: PowerDMS Accreditation Software

BACKGROUND

The Tennessee Law Enforcement Accreditation Program exists to improve the quality of law enforcement agencies in the State of Tennessee and ultimately the quality of services provided to the citizens of Tennessee. The Tennessee Law Enforcement Accreditation Program was created under the direction and authority of the Tennessee Association Chiefs of Police which supports and endorses the continued improvement of law enforcement and emergency communications services by establishing professional standards of accountability, management, and operations.

In 2019, the Belle Meade Police Department became a Tennessee Accredited Agency. PowerDMS is software that is used by all accredited agencies in Tennessee to track more than 164 standard policy and procedures. Additionally, it is used by trained accessors who audit our proofs to ensure that we are using the best practices in all facets of law enforcement. These audits are conducted every three years.

PowerDMS is a sole source provider for Tennessee Accredited Agencies.

RECOMMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to approve the purchase of annual licenses and subscriptions from PowerDMS Software totaling \$3,367.64.

FISCAL IMPACT

Funds are budgeted and available for this software in General Fund – Public Safety – Information Technology account number 110-42100-245.

ATTACHMENT

PowerDMS Invoice, PowerDMS Sole Source, PowerDMS User Agreement



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-24982	Order #:	Q-345104
Customer:	Belle Meade Police Department (TN)	Valid Until:	3/26/2025
Effective Employee Count:	25		
Sales Rep:	Salesforce Administrator		
Customer Contact			
Billing Contact:	Belle Meade Police Department (TN) Leigh Mills 4705 Harding Rd Nashville, TN 37205	Shipping Contact :	Belle Meade Police Department (TN) Leigh Mills 4705 Harding Rd Nashville, TN 37205
Billing Address:		Shipping Address:	
Billing Contact Email:	lmills@citybellemade.org	Shipping Contact Email:	lmills@citybellemade.org
Billing Phone:	(615) 297-6041	Shipping Phone:	(615) 297-6041
Payment Terms			
Payment Term:	Net 60	Notes:	20-29 user tier
PO Number:			
Subscription Service			

March 2025

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	3/26/2025	3/25/2026	29	User Count Based	\$2,817.64
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	3/26/2025	3/25/2026	29	User Count Based	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
PowerStandards for Tennessee Association of Chiefs of Police Law Enforcement Accreditation <50 employees	Recurring	3/26/2025	3/25/2026	1	Quantity Based	\$550.00
Attach proofs to show compliance with TLEA Standard, assign assessment tasks, track revisions, and status-based grading. (For agencies with						
March 2025 TOTAL:						\$3,367.64
Total: \$3,367.64						

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Belle Meade Police Department (TN)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



Subject: NEOGOV Sole Source Letter



Nov 26, 2024

This letter is to confirm that Governmentjobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") is the sole source provider of PowerPolicy, a cloud-based software as a service ("SaaS") platform that combines document management, training and accreditation management, and electronically links that content to alert users whenever a change may impact compliance. As a result of our investment in innovation and unique expertise working in public safety, we have created a one-of-a-kind solution. A few of the unique properties of the system include:

PowerPolicy

- PowerPolicy uniquely links critical content to state and national standards to alert staff when changes may impact their compliance.
- PowerPolicy helps manage and maintain crucial content including digital signatures and comprehensive workflows.
- PowerPolicy, coupled with PowerStandards, uniquely links critical content to state and national standards to track and maintain continual compliance.
- PowerPolicy offers public-facing linkability for public transparency.
- PowerPolicy offers a fully compatible mobile application that allows full acknowledgment as well as importing documents anytime from anywhere.
- PowerPolicy offers a full integration to most document formats for ease of editing.
- PowerPolicy offers side-by-side comparison across all version's history of documents.
- PowerPolicy offers customized analytics and scheduled delivery reporting.

PowerTraining

- PowerTraining offers the ability to create custom online courses using videos, PowerPoint presentations, policies, procedures, and more.
- PowerTraining offers the ability to set automatic reminders for employees to renew their mandatory certifications and training courses.
- PowerTraining offers the ability to create custom tests using multiple-choice, short-answer, fill-in-the-blank, and true/false question types.
- PowerTraining offers the ability to collect feedback (via surveys) on training content to measure course effectiveness, engagement, and new opportunities.
- PowerTraining can track and measure training completion with PowerTraining's reporting feature. See which employees need to renew their training credits.
- PowerTraining ensures comprehension of policies and training by attaching a test for your staff to take before acknowledging or completing the content.
- PowerTraining allows staff to submit requests to attend external training or to make the agency aware of a training need.

PowerRecall

- Power Recall is a unique solution designed specifically to meet the rigorous demands of public sector organizations in managing and automating employee notifications during critical events. As the only software that seamlessly integrates with [other NEOGOV products or specific systems used by the customer], Power Recall provides an unparalleled combination of compliance, security, and real-time communication capabilities that are essential for government agencies.
- Unlike other general notification systems, Power Recall is tailored to support the intricate workflows and regulatory requirements of public sector entities, ensuring that all employee communications are delivered accurately and promptly. The system's advanced features, including automated recall tracking, multi-channel communication options, and comprehensive reporting, are critical for maintaining operational readiness and compliance with government standards.

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- Given the specialized nature of Power Recall and its integration with existing public sector frameworks, no other product on the market can deliver the same level of functionality, security, and efficiency. Therefore, Power Recall is the only viable solution for [Customer's Name] to meet their specific needs without the added costs and delays associated with developing or adapting alternative solutions.

PowerTime

- PowerTime offers a full Mobile application to alert shift openings and schedule updates in real time
- PowerTime uniquely allows customization to match agency-specific scheduling practices
- PowerTime can read into an applicable Payroll system with the ability to include overtime by code, time off by bank, and shift differentials
- PowerTime offers Time off accrual tracking
- PowerTime is built specifically for public safety to offer features like court appearances and vehicle checklists

PowerSchedule

- PowerSchedule is a specialized workforce scheduling solution designed specifically for the unique demands of public sector organizations. As part of the [NEOGOV/Power suite], PowerSchedule provides seamless integration with existing HR and payroll systems, offering a comprehensive and efficient platform for managing employee schedules, shift assignments, and workforce availability.
- PowerSchedule is uniquely equipped to handle the complexities of public sector scheduling, including compliance with labor laws, union agreements, and the management of diverse workforce requirements across various departments. Its advanced features, such as automated shift allocation, real-time schedule adjustments, and conflict resolution tools, ensure that agencies can maintain operational continuity and optimize staff utilization.
- No other scheduling solution offers the same level of integration with public sector HR systems or the depth of features specifically tailored to meet the needs of government agencies. The system's ability to interface directly with other [NEOGOV/Power] products further enhances its value, providing an all-in-one solution that streamlines workforce management and reduces administrative overhead.

PowerReady

- PowerReady offers a template library that can be configured quickly to make an immediate impact for agencies
- PowerReady offers customizable forms and workflows to align with unique state requirements.
- PowerReady offers the ability to track Probationary and Promotional roles
- PowerReady uniquely integrate to the full PowerPolicy solution to map relevant policies to the program
- PowerReady standardizes the onboarding process by utilizing one platform to track on-the-job/field training, specialized assignments, and promotions of sworn and non-sworn teams and units throughout the agency.

PowerIA

- PowerIA uniquely links critical policies within PowerDMS Policy to internal affairs investigations and complaints
- PowerIA provides departments with the ability to create customized notification letters to employees as per department policy and other agreements.
- PowerIA, coupled with PowerDMS, provides a method for single user management and access across the PowerDMS platform



PowerVitals

- PowerVitals supports officers earlier than traditional alerts and elevates assistance further with an anonymous well-being app
- PowerVitals empowers supervisors with officer indicators, timely alerts, and customizable assistance plans all in one place.
- PowerVitals documents officer indicators and tracks data across agency-defined groups in a user-friendly dashboard to inform decisions.
- PowerVitals is a specialized solution exclusively designed to support public sector organizations in monitoring and managing employee engagement, performance, and well-being. As a fully integrated component of the [NEOGOV/POWER Suite], Power Vitals offers seamless interaction with existing HR systems and provides a comprehensive, data-driven approach to employee management that is unmatched in the market.
- PowerVitals is uniquely equipped to handle the specific challenges faced by government agencies, including compliance with regulatory requirements and the need for transparent, real-time insights into workforce health. Its advanced analytics, customizable dashboards, and integrated feedback mechanisms empower organizations to proactively address employee concerns, enhance productivity, and reduce turnover.
- No other solution offers the same level of integration with public sector HR systems, nor the depth of features specifically tailored to meet the needs of government agencies. Given the critical importance of maintaining a healthy and engaged workforce in the public sector, Power Vitals is the only solution that can deliver the necessary tools and insights without the additional costs and complexities associated with alternative products.

PowerAction

- PowerAction streamline reporting for officer actions – from pursuits to use-of-force – with 15 pre-built templates, customizable forms, and limitless agency-defined workflows.
- PowerAction is a comprehensive action management solution specifically designed to meet the needs of public sector organizations. As part of the [NEOGOV/Power suite], PowerAction provides a seamless and integrated platform for managing and tracking organizational actions, from task assignments to performance evaluations and compliance tracking.
- PowerAction is uniquely tailored to address the complexities of government operations, including the need for rigorous tracking of action items, accountability measures, and compliance with regulatory requirements. Its advanced features, such as automated task management, real-time progress tracking, and detailed reporting, ensure that public sector agencies can efficiently manage and monitor critical tasks and initiatives.

PowerLine

- PowerLine is an all-inclusive wellness solution made specifically for law enforcement that offers confidential, 24/7 access to a nationwide network of volunteer peers, a cutting-edge content library, dynamic group sessions, and complete anonymity. PowerLine is also the only wellness solution that allows officers to directly receive positive feedback from citizens they have provided public safety services to via surveys from PowerEngage, reinforcing desired behavior, promoting well-being, and increasing job satisfaction.

Vetted

- Vetted offers configurable tools that can be adapted to meet the unique needs of different job types. This includes the ability to configure the Personal History Statement (PHS), correspondence, waivers, checklists, and more to fit specific agency requirements.
- Vetted streamlines background investigation processes by integrating with Insight. With one click, candidates can be sent from the Exam Plan or Referred List in Insight to Vetted, allowing reviewers to assess supplemental questions without needing to log into multiple systems.

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- Vetted provides advanced flagging and reporting features to identify potentially disqualifying information. This includes the ability to flag contradictions, request credit and social checks with ease, and leverage user-friendly dashboards for command staff to approve or deny candidates efficiently.
- Vetted enhances communication and tracking throughout the hiring process. It provides tools to view, send, and track all messages with applicants, store this information for easy reference, and includes configurable waiver templates for various authorization needs.

PowerEngage

- PowerEngage is the only satisfaction survey supplier that can connect to the Computer Aided Dispatch system without an expensive third-party interface.
- PowerEngage has developed a unique "Positive Feedback Board" that displays comments received from citizens about Communications staff separate from responding officers.
- PowerEngage is the only supplier to create weekly email digests to staff with direct positive feedback received from citizen surveys being connected to the Computer Aided Dispatch system.
- PowerEngage has developed the PowerEngage Positive Satisfaction Score that creates a numeric value of the satisfaction scores received from citizens. PowerEngage can uniquely separate the scores for the 9-1-1 Center from the scores for the Responding Agency.
- PowerEngage acquired the text short code of "CHIEF" which allows citizens to text to that number to take a survey or provide feedback to the Chief of the department.

PowerAccred

- PowerAccred provides access to an "Account Portal" within PowerDMS that those seeking Accreditation from an Accreditation Program(s) can log into, create, and manage their own Profile information.
- The PowerAccred Account Portal allows for users to answer unique Program specific questions relative to readiness for Assessment
- The PowerAccred "Account Portal" allows those seeking program accreditation the unique opportunity to participate in their lifecycle process and receive alerts/notifications on task and status, provide critical and timely information to the Accrediting organization when necessary, and make the renewal of that accreditation process more efficient in the future for both themselves and the Accrediting organization
- PowerAccred provides its accreditation organizations access to the "Accreditation Portal" where administrators for the accreditation programs can uniquely manage their tasks relative to the program lifecycle for each of their accounts.
- The PowerAccred "Accreditation Portal" allows administrators to review/manage account profiles and applications for accreditation assessment, schedule assessors, and assemble assessment teams appropriate for assignments
- PowerAccred provides assessors of an accreditation program(s) unique access to an "Assessor Portal" that will allow them to receive assessment assignment requests, review appropriate assessment materials, and manage their assessor profile data where appropriate
- PowerAccred provides accreditation organizations the ability to report against a variety of data metrics with pre-built reports as well as the opportunity to access data.

PowerStandards

- PowerStandards maps your policies, procedures, and proofs of compliance to your specific accrediting body's standards manual. Our solution is shown to reduce the time it takes to complete a self-assessment or prepare for an onsite by 50% or more when compared to paper-based methods.
- PowerStandards allow you to assign specific tasks, standards, or chapters to subject matter experts throughout your organization.
- PowerStandards allow you to receive automatic alerts when a policy or standards manual is changed in the middle of the accreditation cycle.



This letter confirms that the PowerStandards software assessment tool is the required platform for demonstrating compliance with the accreditation standards of the following programs:



- Arizona Law Enforcement Accreditation Program
- Arkansas Law Enforcement Accreditation Program
- Commission for Florida Law Enforcement Accreditation
- Commission on Accreditation for Law Enforcement Agencies (CALEA)
- Delaware Police Accreditation Commission
- Emergency Management Accreditation Program (EMAP)
- Florida Telecommunications Accreditation Commission
- Illinois Law Enforcement Accreditation Program
- Indiana Law Enforcement Accreditation Commission
- International Association of Campus Law Enforcement Administrators (IACLEA)
- Maine Law Enforcement Accreditation Program
- Massachusetts Police Accreditation Commission
- Michigan Law Enforcement Accreditation Program
- Michigan Sheriffs Association Accreditation Program
- New Hampshire Law Enforcement Accreditation Council
- New Mexico Association of Counties Accreditation Programs
- New Mexico Municipal League Accreditation Program
- North Carolina Law Enforcement Accreditation
- Northwest Accreditation Alliance (formerly Oregon Accreditation Alliance)
- Oregon State Sheriffs Association Jail Standards
- Pennsylvania Law Enforcement Accreditation Program
- Rhode Island Police Accreditation Commission
- South Carolina Law Enforcement Accreditation Program
- Tennessee Law Enforcement Accreditation Program
- Utah Law Enforcement Professional Standards Accreditation Program
- Washington Association of Sheriffs & Police Chiefs Law Enforcement Accreditation Program

This letter also confirms that utilizing the PowerStandards software assessment tool is an acceptable method for demonstrating compliance with the accreditation standards of the following programs:

- American Association for Laboratory Accreditation
- American Correctional Association (ACA)
- American National Standards Institute National Accreditation Board (ANSI/ANAB)
- Colorado Law Enforcement Professional Standards Program
- Commission for Accreditation of Park & Recreation Agencies (CAPRA)
- Commission on Accreditation of Ambulance Services (CAAS)
- Commission on Fire Accreditation International (CFAI)
- Connecticut Police Officer Standards & Training Council Accreditation Program
- Florida Model Jail Standards
- Georgia Law Enforcement Certification Program
- Idaho Chiefs of Police Association Accreditation Program
- Illinois Association of Park Districts Distinguished Accreditation Program
- Kansas Law Enforcement Accreditation Program
- Kentucky Association of Chiefs of Police Accreditation Program
- Mississippi Law Enforcement Accreditation Commission
- National Commission on Correctional Health Care (NCCCHC)
- New Jersey State Association of Chiefs of Police Law Enforcement Accreditation Program
- New York State Division of Criminal Justice Services Law Enforcement Agency Accreditation Program
- New York State Sheriff's Association Accreditation Programs
- North American Wildlife Law Enforcement Accreditation Program

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- North Carolina Jail Standards
- Oklahoma Law Enforcement Accreditation Program
- South Carolina Law Enforcement Accreditation Program
- Texas Police Chiefs Association Foundation Accreditation Program
- Virginia Department of Criminal Justice Services Accreditation Program
- Wisconsin Law Enforcement Accreditation Group



NEOGOV retains exclusive control over the distribution and resale of the PowerDMS suite and related professional services. While NEOGOV has authorized resellers, no reseller has blanket authority to distribute or resell PowerDMS products or services without explicit prior consent from NEOGOV. Consequently, NEOGOV remains the sole source from which customers may acquire PowerDMS products and professional services unless otherwise expressly approved by NEOGOV.

In addition, all PowerPolicy training, system documentation, hosting services, information security, and software maintenance for the products listed herein are provided by or through NEOGOV personnel.

Note, this letter is for information purposes only. Recipients are advised to conduct independent analysis to determine whether procurement regulations applicable to their agency permit sole-source procurement.

Please let us know if you require any further information regarding our services.

Sincerely,

Joshua Snyder
VP of Business Development



SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order”, “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.



3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
- b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.



- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.



- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property Rights.
- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
 - b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.
10. Data Processing and Privacy.
- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.



- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.



- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
 - d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.
13. Representations, Warranties, and Disclaimers.
- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
 - b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
 - c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
 - d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
 - e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE



INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of



its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.



19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.



Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.



Exhibit B Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth



in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
1/1/2025	4426	Tyne Blvd	Dylan Hood	Backing Up**	Bad Pump	☒	Replaced Pump	WH558378	Replacement
1/3/2025	4434	Shepard Pl	Nathan/Dylan	Start Up	Start Up	☒		WH917932 WH917959	New Construction
1/5/2025	4301	Lillywood Rd	Dylan Hood	Red Light**	Red light wasn't on and the tank was pumped down.	☒			
1/7/2025	712	Belle Meade B	Nathan McVay	Red Light	T/R 244 10.6	☒			
1/7/2025	716	Enquirer Ave	Nathan/Dylan	Red Light	Bad start cap	☒	Replaced start cap		
1/8/2025	519	Belle Meade B	Nathan/Dylan	Backing Up	Pumped down and worked the floats. Internal issue	☒			
1/9/2025	124	Bonaventure D	Nathan/Dylan	Red Light	Bad wiring and bad pumps	☒	Retrofit from Myers to Eone	WH915016 WH915026	New Construction
1/14/2025	421	Royal Oaks Dr	Nathan/Dylan	Equip Check	Pumps are working.	☒			
1/15/2025	4418	Harding Pl	Nathan/Dylan	Backing Up	Bad start cap	☒	Replaced start cap		

Wednesday, February 12, 2025

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Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
1/17/2025	610	Enquirer Ave	Nathan/Dylan	Red Light	Bad off float	☒	Replaced off float		
1/17/2025	1207	Canterbury Dr	Nathan/Dylan	Start Up	Start Up	☒		WH917933 WH917960	New Construction
1/17/2025	715	Belle Meade B	Nathan/Dylan	Red Light	Bad Pump (Lots of wipes)	☒	Replaced Pump	WGL20-21	Replacement
1/23/2025	313	Lynwood Blvd	Nathan/Dylan	Backing Up	Bad Pump	☒	Replaced Pump	WH711776	Replacement
1/23/2025	301	Westview Ave	Nathan/Dylan	Red Light	Bad Pump	☒	Replaced Pump	WH635265	Replacement
1/24/2025	712	Belle Meade B	Nathan/Dylan	Red Light	T/R 240 9.9	☒			
1/24/2025	4405	Harding Pl	Nathan/Dylan	Backing Up	Bad start cap and light bulb	☒	Replaced the start cap and the light bulb		
1/25/2025	621	Lynwood Blvd	Dylan Hood	Backing Up	Breaker was tripped in the house	☒	Reset the breaker and it pumped down		
1/26/2025	208	Lynwood Ter	Nathan McVay	Red Light**	Broken internal discharge	☒	Fixed the discharge in the tank.		
1/27/2025	412	Jackson Blvd	Dylan Hood	Red Light	T/R 244 11.8	☒			

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Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
1/27/2025	215	Lynwood Blvd	Dylan Hood	Red Light	Bad Pump #2		☒ Replaced the pump #2	WH711803	Replacement
1/29/2025	510	Lynwood Blvd	Nathan/Dylan	Red Light	Bad on float		☒ Replaced the on float		
1/29/2025	4412	Shepard Pl	Nathan/Dylan	Issues	Broken discharge at the edge of the street.		☒ Stakely Plumbing helped us dig and repair the pipe		

Wednesday, February 12, 2025

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City of Belle Meade

January TN One Calls

ticketId	workStreet	workdonefor
10342226	E BROOKFIELD AVE	HOMEOWNER
10343243	GLEN EDEN DR	RECREATE TN
10344585	SUNNYSIDE DR	BURNS RESIDENCE
10345574	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
10346224	HONEYWOOD DR	COMCAST
10346369	CHANCERY LN	JOHN AND KRISTEN ISHAM
10346583	HARDING PL	BRITT HUNT
10350744	SCOTLAND PL	CULLEN AND KERRY ROBERTS
10350751	SCOTLAND PL	BILL BOYLE
10350760	LYNNWOOD TER	WILSON SISK
10351652	BONAVENTURE PL	TURN WHITE CONSTRUCTION
10351949	ELLEDALE AVE	AT&T
10353209	BONAVENTURE PLACE	MR. AMOIT
10354460	CHICKERING RD	SHAWN TOKARANT
10355664	DEER PARK DR	CALVIN LEWIS
10357768	CHICKERING RD	COMCAST
10358311	CHICKERING RD	AT&T
10358495	JACKSON BLVD	PHIPPS CONSTRUCTION
10359386	FORSYTHE PL	KIM HOLBROOK
10360799	CHICKERING RD	PIEDMONT
10363711	LYNNWOOD BLVD	EDWARD CONK
10365215	BELLEVUE DR S	CHANDELIER DEVELOPMENT
10365331	BELLE MEADE BLVD	NDOT
10369264	BELLEVUE DR S	PIEDMONT
10369719	ROYAL OAKS DR	PIEDMONT
10369757	PARK HILL	PIEDMONT NATURAL GAS
10369769	LYNNWOOD BLVD	PIEDMONT
10370456	ROYAL OAKS DR	DAVIS PROPERTIES
10371045	SHEPARD PL	RIPLEY
10371191	E BROOKFIELD AVE	HOMEOWNER
10371792	CHICKERING LN	HUDSON BUILDERS
10373445	LEAKE AVE	HOMEOWNER
10379618	WALNUT DR	TAMMY GRAY
10380820	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
10381737	E BROOKFIELD AVE	HOMEOWNER
10383643	IROQUOIS AVE	PIEDMONT
10385972	WARNER PL	CONNIE SHIMMEL
10387420	SCOTLAND PL	CULLEN AND KERRY ROBERTS
10387431	SCOTLAND PL	BILL BOYLE
10387441	LYNNWOOD TER	WILSON SISK
10387485	CHANCERY LN	JOHN AND KRISTEN ISHAM
10389606	CORNWALL AVE	LISA SMALL
10391277	ENQUIRER AVE	DOUG MCDOWELL

City of Belle Meade

January TN One Calls

10394520	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
10394768	HARDING PL	KRISTIN PAINE
10394894	CHICKERING RD	PIEDMONT
10397444	ROYAL OAKS DR	PETTIT
10397501	WESTVIEW AVE	NICOL
10397587	JACKSON BLVD	PHIPPS CONSTRUCTION
10397938	SCOTLAND PL	BRENTWOOD BUILDERS
10399154	WESTVIEW AVE	NICOL
10401206	BELLEVUE DR S	CHANDELIER DEVELOPMENT
10401882	HOWELL PL	JB BAKER
10402814	HARDING PL	BRITT HUNT
10403279	CHICKERING RD	PIEDMONT
10404465	ROYAL OAKS DR	PETTIT
10406094	CHICKERING RD	DAFFNEY MARKS
10407832	WESTVIEW AVE	HAND CONSTRUCTION SERVICES
10407887	NICHOL LN	HOME OWNER
10408456	SHEPARD PL	RIPLEY
10408960	BELLEVUE DR S	PIEDMONT
10409092	ROYAL OAKS DR	PIEDMONT
10409119	LYNNWOOD BLVD	PIEDMONT
10409643	BELLE MEADE BLVD	NDOT
10412175	CHANCERY LN	CHUCK HELTON
10412481	SHEPARD PL	CITY OF BELLE MEADE
10415217	LEAKE AVE	HOMEOWNER
10417338	SUNNYSIDE DR	HOMEOWNER
10417379	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: February 19, 2025
Re: Professional Services for Sewer User Fee Rate Study

Background

The City of Belle Meade operates a wastewater collection system that includes primarily residential grinder pumps, low-pressure and gravity pipelines, and related equipment (including valves, control panels, and odor control stations). Guidance from the Tennessee Comptroller's office recommends that all utilities conduct independent analysis of their rates every 3 to 5 years. The City of Belle Meade has historically conducted rate studies every 5 years and, similarly, Metro Water also conducts rate studies every 5 years.

Additionally, in early 2024, Mr. Buddy Petty, PE, President of RateStudies, Inc., provided a courtesy review and recommendation after we experienced significantly higher-than-expected annual increases in Metro's wholesale customer rate. Ultimately, his review found the City should continue the original 2020 study's recommendation of 2% annual increases.

2025 Sewer User Rate Study

RateStudies, Inc. proposes providing analysis and rate projections to support sewer system operations and maintenance for the next five years, for a total lump sum, including travel and miscellaneous expenses, of \$7,500.

Recommendation

The Board is recommended to approve a Proposal, not to exceed \$7,500, with RateStudies, Inc. to provide professional services as needed to study the Belle Meade sewer user fee rate.

Fiscal Impact

Upon approval of the budget amendment on tonight's agenda, \$7,500 will be transferred From account 412-52210-322 Sewer Fund - Chemicals to account number 412-52210-254 Sewer Fund – Professional Services to support this expense.

Attachments

Proposal



4636 Lebanon Pike #112
Hermitage, Tennessee 37076
615.426.4404
buddy@ratestudies.com
www.ratestudies.com

January 29, 2025

Jennifer Moody
City Manager
City of Belle Meade
4705 Harding Road
Nashville, Tennessee 37205

RE: 2025 Belle Meade Wastewater System Rate Study

Dear Ms. Moody:

Thank you for this opportunity to submit a proposal to prepare a rate study for the City of Belle Meade's wastewater system.

Our approach to a rate study is to do a comprehensive analysis of growth, income, and expenses for the past five years and make projections for the next five years. The analysis will be based on annual audits, monthly operating reports, billing reports, a five-year capital improvement plan, and other data impacting the financial aspects of the sewer system. We will schedule a "work session" with key staff to assist in making financial decisions and projections.

Included will be two financial analyses:

- 1 A "Cash Flow Analysis" to determine the amount of cash needed for operation, maintenance, debt service, capital improvements, and reserves.
- 2 A "Change in Net Position Analysis" will determine whether the City's income is enough to meet expenses, including depreciation, to comply with Tennessee regulations regarding the change in net position.

Results from each of these analyses will determine rate increases, if any. Recommendations for rate adjustments will be made to reflect an amount that will sufficiently cover the next five years based on the assumptions in the report.

The report will include a five-year capital improvement plan and a comparison of rates with other neighboring sewer utilities.

We are proposing a lump sum fee of \$7,500, including all travel, printing, and miscellaneous expenses. I estimate the time of completion for this study to be about two months. However, we can coordinate the timing of completion with your budgeting process.

Thank you again for the opportunity to submit this proposal.

Sincerely,


Buddy Petty, P.E.

Water ♦ Wastewater

January 2025 – Monthly Building, Stormwater, Planning and Code Enforcement Report

Building Activity

- Building Permits Issues – 6
 - Valuation - \$3,602,550
 - Permit Fees - \$20,986
- Building Inspections – 11
 - Inspections passed – 11
 - Inspections failed – 0

Stormwater Activity

- Land Disturbance Permit Applications – 2 (436 Westview Avenue and 4406 Harding Place)
- Land Disturbance Permit Issued – 1 (300 Sunnyside Drive)
- As-Built Completed – 3 (436 Lynwood Boulevard, 212 Clarendon Avenue, 402 Ellendale Avenue,)

Planning Activity

- Board of Zoning Appeals applications – 4
 - The application of Gavin Duke for the Hand family, A24-32, 1303 Chickering Road, for a conditional use for a swimming pool and pool house. APPROVED
 - The application of Gavin Duke for the Halbower family, A24-34, 4414 Howell Place, for a conditional use for a swimming pool. APPROVED
 - The application of Gavin Duke for the Vidalakis family, A24-36, 1225 Chickering Road, for a variance to a front yard setback. APPROVED
 - The application of Anna Maddox for St. George's Episcopal Church, #A24-30, 4715 Harding Pike, for a conditional use for a place of religious assembly. POSTPONED
- Planning Commission applications – 0
- Historic Zoning Commission applications – 3
 - The application for a Certificate of Appropriateness, A24-31, of Dan Viner, 436 Westview Avenue, for a demolition of a single-family residence. APPROVED

- The application for a Certificate of Appropriateness, A24-33, of Jeff Castor for the Droke family, 4314 Sunnybrook Drive, for an addition to a single-family residence.

POSTPONED

- Public Hearing and Approval of amendments to the City of Belle Meade Citywide Conservation Overlay Design Guidelines APPROVED

Code Enforcement Activity

- Building Cases – 0
 - New - 0
 - Resolved - 0
- Stormwater Cases – 3
 - New - 1
 - Resolved - 0
- Property Maintenance Cases – 4
 - New - 1
 - Resolved – 0
- Zoning Cases – 0
 - New – 0
 - Resolved - 0

2025 Permit Tracking

Date	Permit #	Address	Improvement Type	Project Cost	Permit Fee	Company
1/20/2025	25-0006	4314 Iroquois Ave.	Renovation	\$162,550.00	\$836.00	The Wills Company
1/22/2025	25-0008	1025 Chancery Ln.	Addition	\$2,800,000.00	\$13,160.00	Brentwood Builders
1/24/2025	25-0010	4415 Harding Pl.	Accessory Structure	\$405,000.00	\$2,290.00	Rob Carpenter Construction
1/24/2025	25-0011	4415 Harding Pl.	Swimming Pool	\$228,000.00	\$3,500.00	Rob Carpenter Construction
1/29/2025	A25-0010	436 Westview Ave.	Demolition	N/A	\$1,000.00	Bryan Contractors
1/30/2025	A25-0011	1212 Belle Meade Blvd.	Plumbing	\$7,000.00	\$200.00	Steve Wilson Plumbing



Inspection Location	Inspection Type	Status	End Date
212 LYNNWOOD TER	Framing	Pass	2025-01-02 11:55:00
1022 CHANCERY LN	Framing	Pass	2025-01-06 10:55:00
1219 CHICKERING RD	Final	Pass	2025-01-21 12:25:00
4434 SHEPARD PL	Final	Pass	2025-01-13 11:35:00
715 LYNNWOOD BLVD	Final Mechanical	Pass	2025-01-16 14:20:00
424 WESTVIEW AVE	Foundation	Pass	2025-01-15 16:20:00
616 ENQUIRER AVE	Final	Pass	2025-01-20 10:40:00
402 ELLENDALE AVE	Final	Pass	2025-01-22 12:15:00
4436 TYNE BLVD	Framing	Pass	2025-01-24 12:35:00
424 WESTVIEW AVE	Foundation	Pass	2025-01-27 12:35:00
110 BONAVENTURE PL	Foundation	Pass	2025-01-30 10:15:00

11 Inspections

PROPERTY MAINTENANCE CODE -- COMPLAINTS RECEIVED AND STATUS OF VIOLATIONS - Calendar Year 2025							
	Date of Complaint	Violation Address	Owner	Description	Department	Status upon Follow- up (Open/Closed)	NOTES
1	10/16/2023	4309 Glen Eden Drive	Brian & Amy Williams	pool fence is down	Property Maintenance	OPEN	Pool fence is down. Temporary fence in place. Two NOV sent. Fence damage was caused due to a tree that fell during a storm. Owner has gotten funding and has engaged a fence contractor. Says it will take two months. Scheduled follow up for 12 Aug. 2024. Conducted follow-up inspection and spoke with homeowner. They are actively working on flatwork in backyard around pool. Wanted to wait to install new fence until complete so that machinery can access back yard. Will conduct another follow-up inspection. Homeowners are finishing back yard flat work. Flat work in backyard is still under construction. Has engaged fence contractor. If not completed by the end of December will issue a court summons for January. Court summons issued. Court date is 19 February 2025.
2	4/15/2024	105 Lynnwood Blvd.	Ruth Cowan	Condition of Premises/Overgrown yard	Property Maintenance	OPEN	Multiple complaints on property. Home is in a state of disrepair and yard is overgrown. Homeowner is working on selling house. Homeowner has been cited into codes court for October 17. City judge gave extension until January 28th. City Judge gave continuation until February 25 2025. Has assessed a fine of \$50 for each day the violation exists until it is resolved or the property is sold.

3	6/11/2024	112 Lynnwood Blvd.	Jack Fleischer	LDP Violation	Stormwater	OPEN	Disturbing land outside of approved area. CEC is preparing a list of corrections. 10/30/2024 Home owner emailed stating that he is waiting for his engineer to complete the updated as- built. Engineer has submitted the as-built and received comments. 27 Nov. 2024. Waiting for approved submittal.
4	6/20/2024	4403 Harding Pl.	Ginette Stone	Condition of Premises	Property Maintenance	OPEN	Remains of a collapsed shed are in back yard. Being covered by a fence with hanging tarps around it. Gutters are overgrown and need to be cleaned. Sent NOV 20 June 2024. Will follow up 1 July 2024. Spoke with homeowner on 26 June 2024. Says that she is going fix the violations and sell the property. Sent Email giving until September 2 to fix items listed. If not fixed by then will issue a court summons. Received email from property owner on 23 August 2024. States that most items have been remedied. Stated that she is in contact with a realtor and will be listing the house. House has been listed as of 29 August 2024. Case will continue to new homeowner.

5	12/9/2024	4414 Tyne Blvd.	Cole Barfield	Stormwater Violation	Stormwater	OPEN	It appears that the outlet pipe from the underground storage has been extended close to the ROW, as you had determined via the historical street view. NOV issued 12/10/2024
6	1/23/2025	4316 Signal Hill Dr.	Eleanor Warriner	Stormwater Violation	Stormwater	OPEN	It appears that a drain pipe for a roof drain has been extended to/beyond the property line and is pouring water onto neighboring property. Issued NOV 23 January 2025.
7	1/28/2025	4435 E. Brookfield Ave.	Susan Freeman	Condition of Premises	Property Maintenance	OPEN	Received a citizen complaint and conducted an inspection of the property. Noted a large amount of trash on the front porch. Will send NOV.

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State of Tennessee
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES

Davy Crockett Tower, 9th Floor
500 James Robertson Pkwy
Nashville, TN 37243

CERTIFIED MAIL RETURN RECEIPT
7015 0640 0006 2277 6072

February 3, 2025

Rusty Moore, Mayor
City of Belle Meade
4705 Harding Pike
Nashville, TN 37205
e-copy: rmoore@citybellemedeade.org

Subject: **Small Municipal Separate Storm Sewer System Program Audit**
National Pollutant Discharge Elimination System
NPDES Permit Tracking No. TNS075159
City of Belle Meade
Davidson County, Tennessee

Dear Mr. Moore:

On January 23, 2025, Robert Karesh with the Tennessee Department of Environment and Conservation, Division of Water Resources (Division), conducted an audit of the City of Belle Meade's Municipal Separate Storm Sewer System (MS4) Program. The purpose of the audit was to determine compliance with the *NPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems* (permit). During the audit, Division staff met with Mary Samaniego (Planning Director) and Christine Guy-Baker, P.E. (Consultant) for the MS4 Program.

The audit included a review of procedures and records, as well as visiting one municipal facility. The Division greatly appreciates the time and commitment from your staff in preparation of and during the audit. Their availability and knowledge of the program ensured the audit was conducted in an efficient manner.

Please note, MS4s were required to submit their specific legal authority documents related to stormwater (at a minimum to include the regulatory mechanism (such as ordinance, resolution, etc.), the Enforcement Response Plan (ERP), as well as the Solicitor's Certification Statement) as part

Belle Meade MS4 Audit
February 3, 2025
Page 2 of 5

of the small MS4 2024 annual report. The Division will be reviewing each of the legal authority documents and any associated documentation, as a separate evaluation, and were not reviewed as part of this audit. After the Division has had sufficient time to conduct a comprehensive review each document, if there are any updates to be required within the legal authority framework or documents, the Division will provide each MS4 with the results of their individual legal authority review, as well as a timeframe for any required updates at that time.

Permit

The permit consists of six minimum control measures (MCMs) and a monitoring program. The permit was issued and became effective on September 1, 2022.

On February 23, 2023, the Division received a complete Notice of Intent from the City of Belle Meade. The City of Belle Meade was issued Notice of Coverage under the 2022 Permit effective March 1, 2023. The audit of the MS4 program covered the period from the Division's program audit that was performed on January 22, 2019, to the date of this letter.

Minimum Control Measure 1 - Public Education and Outreach on Stormwater Impacts (Permit Section 4.2.1)

The small MS4 permit requires the implementation of a public education and outreach program concerning the impacts of stormwater discharges on local water bodies and the steps that can be taken to reduce pollutants in stormwater runoff. A public information and education (PIE) plan shall be developed as specified in the permit.

The MS4 has developed a PIE plan. Specifically, the MS4 has performed public education and outreach utilizing methods such as a stormwater webpage and informational brochures. However, tracking and documentation of employee education and records of annual effectiveness evaluations have not been maintained.

Full implementation of this MCM requires the following:

- Tracking and maintaining records of employee education; and
- Tracking and maintaining records of annual effectiveness evaluations.

Minimum Control Measure 2 - Public Involvement and Participation (Permit Section 4.2.2)

The small MS4 permit requires the permittee to develop and implement a program for public involvement and participation as a component of the stormwater management program. The objective is to promote, publicize, and facilitate citizen's participation in the development and implementation of the stormwater management program in order to reduce the discharge of pollutants to the maximum extent practicable.

The MS4 provides notification of stormwater program items through methods including a stormwater webpage, newsletters, and pre-construction meetings. The program includes

Belle Meade MS4 Audit
 February 3, 2025
 Page 3 of 5

mechanisms for the reporting of illicit discharges or other stormwater related complaints, and has provided opportunities for public involvement such as public meetings.

This MCM has been developed and implemented.

Minimum Control Measure 3 – Illicit Discharge Detection and Elimination (IDDE) (Permit Section 4.2.3)

The small MS4 permit requires the permittee to develop, implement and enforce a program to detect and eliminate illicit discharges into the storm sewer system. In part, this MCM requires the permittee to develop and maintain a storm sewer system map, and effectively prohibit, through a regulatory mechanism, non-stormwater discharges into the storm sewer system. The permittee must also implement an appropriate Enforcement Response Plan (ERP), and educate public employees, businesses and the general public concerning the hazards and damage to water quality associated with illicit discharges.

The MS4 has provided mechanisms for the public to report suspected illicit discharges, developed and maintained a storm sewer system map, and performed employee illicit discharge education. The MS4 has developed and implemented a plan to detect, identify and eliminate non-stormwater discharges through dry weather screening.

This MCM has been developed and implemented.

Minimum Control Measure 4 – Construction Site Stormwater Runoff Control (Permit Section 4.2.4)

The small MS4 permit requires the development, implementation, and enforcement of a program to reduce pollutants in stormwater runoff to the stormwater system from construction activities that result in land disturbance of greater than or equal to one acre, or less than one acre if part of a larger common plan of development. In part, this MCM includes an ordinance or other regulatory mechanism to require erosion prevention and sediment controls (EPSCs), sanctions to enforce compliance, specific procedures for construction site plan review and approval, as well as specific procedures for priority and non-priority construction activities, permittee inspection and compliance documentation.

The MS4 has developed and implemented construction site inspection and tracking procedures as well as utilizing checklists and forms to ensure consistency with site inspections and enforcement actions. The MS4 has also developed and implemented plans review procedures, which includes an evaluation of EPSCs and specific CGP technical standards. Although site inspection procedures could not be evaluated, as there were no applicable active construction sites, documentation of previous inspections was complete and has been maintained.

This MCM has been developed and implemented.

Belle Meade MS4 Audit
February 3, 2025
Page 4 of 5

Minimum Control Measure 5 – Post-Construction/Permanent Stormwater Management in New Development and Redevelopment Projects (Permit Section 4.2.5)

The small MS4 permit requires the implementation of a permanent (post-construction) stormwater management program focused on removing pollutants from stormwater discharges through management practices, control techniques, and systems, design, and engineering practices implemented to the maximum extent practicable, as set forth in Rule 0400- 40-10-.04. In part, this MCM includes an ordinance or other regulatory mechanism to address permanent stormwater pollutant management for New Development Projects, procedures for plans review and approval, procedures for conducting and tracking site inspections, and procedures to ensure permanent stormwater control measures are adequately maintained.

The MS4 permit requires programs to comply with all permanent stormwater requirements of the Permit by September 1, 2024. The Division received the MS4's permanent stormwater implementation plan. The MS4's implementation plan identified what new or modified elements to the MS4's existing program would be necessary to comply with all permanent stormwater requirements of the Permit. The MS4 has followed their implementation plan.

This MCM has been developed and implemented.

Minimum Control Measure 6 – Pollution Prevention/Good Housekeeping (Permit Section 4.2.6)

The small MS4 permit requires the permittee to develop and implement an operation and maintenance (O&M) program that has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. In part, the program must include operation and maintenance plans for all applicable municipal operations. In addition, an employee training program should be implemented for employees responsible for municipal operations at facilities within the jurisdiction that handle, generate and/or store materials which constitute a potential pollutant of concern for MS4s.

The MS4 has implemented an operation and maintenance program for stormwater system field activities. The program includes operation and maintenance plans for all applicable municipal operations, and has maintained documentation of maintenance activities. However, tracking and documentation of employee training has not been maintained.

As part of determining compliance with this minimum control measure, the MS4's Public Works Department facility located on Harding Road was inspected. The operation and maintenance program appeared generally effective, and included pollution prevention best management practices (BMPs) related to equipment maintenance and material storage. However, the O&M program does not include, at minimum, facility site inspections at least once every 12 months.

Full implementation of this MCM requires the following:

- Maintaining documentation on employee training and education activities; and

Belle Meade MS4 Audit
 February 3, 2025
 Page 5 of 5

- Updating the O&M program to include facility site inspections at least once every 12 months.

Monitoring, Recordkeeping, and Reporting (Permit Sections 4.6 & 5)

Section 4.6 of the permit requires MS4s to develop and implement a monitoring and assessment program that provides data and information to identify pollutant sources and aids in determining the effectiveness of the stormwater management program. Section 5 describes record-keeping and reporting requirements; however, additional annual reporting requirements are specifically detailed for each subsection in the permit. Annual reports shall be submitted electronically through MyTDEC Forms, and be submitted by September 30 of each calendar year.

The MS4 has completed the analytical and nonanalytical monitoring required during the previous 2016 permit cycle, as well as having developed a monitoring program to ensure the required monitoring will be completed for the 2022 permit. Additionally, Belle Meade has submitted an annual report to the division by September 30 of each calendar year.

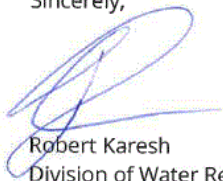
Required Actions:

Based on the audit findings, full implementation of City of Belle Meade's MS4 program requires the following actions to be taken:

- Tracking and maintaining records of employee education;
- Tracking and maintaining records of annual effectiveness evaluations;
- Maintaining documentation on employee training and education activities; and
- Updating the O&M program to include facility site inspections at least once every 12 months.

Once again, the Division greatly appreciates the time and commitment from your staff in preparation of and during the audit. Compliance with permit requirements helps ensure discharges are protective of water quality. If you have any questions or concerns with regard to the MS4 permit or this audit, please contact me at 615-253-5402 or via email at robert.karesh@tn.gov.

Sincerely,



Robert Karesh
 Division of Water Resources

CC: Mary Samaniego, Belle Meade, Planning Director, msamaniego@citybellemeade.org
 Ann Morbitt, Division of Water Resources, ann.morbitt@tn.gov
 Tim Jennette, Division of Water Resources, tim.jennette@tn.gov

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Mary Samaniego, Planning Director
Date: February 19, 2025
Re: Change Order No. 1 for Stream Monitoring services
CEC Agreement for MS4 Compliance Support (CEC Project No. 334-214)

Background

The City of Belle Meade works collaboratively with consulting engineers from Civil and Environmental Consultants, Inc. (CEC) to manage stormwater within the community according to best practices and in compliance with federal mandates of the MS4 permit.

The City has an existing Agreement with CEC that included two primary tasks in support of our current 5-year permit compliance period. The first task was to assist with revisions to the City's stormwater ordinance. Second, CEC worked with city staff to compile an inventory of stormwater control measures (SCMs) in the city's jurisdiction that require annual maintenance and inspection records. Both of these tasks have been completed.

Looking at the remaining tasks to be completed within the term of our current permit, this Change Order will allow CEC to assist with analytical and non-analytical stream monitoring in accordance with the MS4 permit requirements. Below are estimated costs for each activity required and the total cost for all stream monitoring is not anticipated to exceed \$43,750.

Stream Monitoring Tasks:	Estimated Costs:
Task 0003 - Visual Stream Assessment Survey	\$8,750
Task 0004 - E.coli Sampling	\$17,250
Task 0005 – Benthic Macroinvertebrate Sampling	\$9,500
Task 0006 – MS4 Outfall Screening	\$3,250
Task 0007 – Stormwater Workshop	\$5,000

Recommendation

The Board is recommended to approve Change Order No. 1 to add stream monitoring services to the existing Agreement with CEC for MS4 Compliance Support (stormwater management program), at a total not to exceed \$43,750.

Fiscal Impact

Funds are available in the Stormwater Fund – Consultants Services - account number 125-43150-256.

Attachments

Change Order No. 1 (add Tasks 3 – 7, stream monitoring)

Original Agreement approved 2/21/2024



Civil & Environmental Consultants, Inc.

AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name: <u>City of Belle Meade, TN</u> Address: <u>4705 Harding Road</u> <u>Nashville, TN 37205</u>	Contact: <u>City of Belle Meade, TN</u> Client Phone: <u>(615) 297-6041</u> Client Fax: <u>N/A</u> Client Email: <u>jmoody@citybellemeadetn.org</u>
Date: <u>February 12, 2025</u>	
Request No.: <u>1</u>	CEC Project Manager: <u>Christine Guy-Baker</u>
CEC Project: <u>334-214</u>	Task: <u>0003 - 0006</u>
Project Name: <u>City of Belle Meade MS4 Stream Monitoring</u>	
Location: <u>Belle Meade, Davidson County, TN</u>	

Proposed Scope of Services:

The current MS4 Permit requires the City of Belle Meade (City) to perform analytical and non-analytical stream monitoring in accordance with Section 4.6.1.

Table 1 lists stream segments within the City's boundary. Streams identified by TDEC as Waters with Unavailable Parameters for siltation/sedimentation, nutrients, and/or pathogens and their respective monitoring requirements (based on the TDEC 303(d) Water Quality Assessment (WQA) 2022 list) are indicated below. MS4 outfalls that discharge to Waters of the State must be screened for dry-weather discharge at each MS4 outfall location in accordance with Section 4.2.3. of the current MS4 Permit, including streams with the status, Not Assessed.

CEC proposes the following stream monitoring plan of action and tentative schedule:

Table 1: Waters of the State within the City of Belle Meade.

Streams	VSA Required	<i>E. coli</i>	Benthic
Belle Meade Branch (TN05130202314_0500)	N/A	N/A	N/A
Chickering Branch (TN05130202314_0600)	N/A	N/A	N/A
Jocelyn Hollow Branch (TN05130202314_0800)	X	X	X
Richland Creek (TN05130202314_2000)	X	X	X
Richland Creek (TN05130202314_3000)	X	X	X
Sugartree Branch (TN05130202314_0400)	X	X	X
Total:	4 VSA Streams	4 Sites	4 Sites

117 Seaboard Lane, Suite E100 | Franklin, TN 37067 | p: 615-333-7797 f: 615-333-7751 | www.cecinc.com



Civil & Environmental Consultants, Inc.

AUTHORIZATION FOR ADDITIONAL SERVICES

Task 0003 – Visual Stream Assessment (VSA) Survey:

The field data collection for the Visual Stream Assessment Survey will require CEC personnel to access the streams listed in Table 1 at multiple locations to perform the monitoring. If CEC encounters conditions that do not permit field crews to access a portion of a stream (i.e., “no trespassing” signs, property owner asking field crews to leave the property, etc.), CEC will document the location and the nature of the conditions and leave the property. CEC will also report the occurrence to the City, preferably on the same day as the occurrence, but no later than two (2) business days following the occurrence. CEC and the City will then determine what action(s) are needed and appropriate to complete the assessment.

CEC proposes to perform visual stream assessment surveys for the listed streams (assumed to be wadeable) using the Maryland Department of Natural Resources’ Stream Corridor Assessment Survey (2001). The approximate length for each stream is noted in Figure 1. For safety purposes, a team of two CEC personnel will collect information for each visual survey location. The field data will then be compiled and summarized to develop a map showing the visual survey locations. Please see the attached *Figure 1 – MS4 Stream Monitoring Map* for more information.

CEC will also screen the MS4 outfalls observed during the VSA work for dry weather flows, as weather conditions allow. Should dry weather flows be found, CEC will notify the City. Sampling of dry-weather flow can be performed by CEC as an additional service, if requested by the City, and a change order will be provided.

Deliverable: A summary report with a map of the data points including comparison to previous monitoring results performed by CEC. A file geodatabase of the visual stream assessment data (including photos).

Task 0004 - E. coli Sampling:

E. coli sampling will follow the methods described in TDEC’s Quality System Standard Operating Procedure for Chemical and Bacteriological Sampling of Surface Water, Revised January 2022. CEC proposes to perform the required sampling for *E. coli* on the four streams listed as Not Supporting with *E. coli* as the cause: Jocelyn Hollow Branch, Richland Creek 2000, Richland Creek 300, and Sugartree Branch. CEC will also estimate flow, gather field parameters (pH, temperature, dissolved oxygen, and specific conductivity), and the latitude and longitude at each sample location.

The *E. coli* sampling will include collecting five samples within a 30-day period in order to determine a geometric mean. The samples must be collected at least 24 hours apart and between March and November. It is essential that all five sampling events yield *E. coli* results that are not above the detection limit of the test per the TDEC SOP. Therefore, CEC will take two samples at each sample location for the first sampling event in order to have the lab run two tests (no dilution and 1:10 dilution). CEC will use the results of this first sampling event to dictate the dilution for future sampling events.

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AUTHORIZATION FOR ADDITIONAL SERVICES

Deliverable: E. coli sampling summary report with field data sheets and photos. Completed TDEC workbook, also known as Electronic Data Deliverable (EDD) shall be provided.

Task 0005 - Benthic Macroinvertebrate Sampling:

Belle Meade is required by the MS4 Permit (Section 4.6.1) to perform benthic macroinvertebrate sampling in each stream segment that has unavailable parameters for pathogens for which discharges from the MS4 area are listed on the State's 303(d) list. The deadline for performing the sampling is the end of the Permit – August 31, 2027; however, the suggested time of year for performing this type of sampling is early to mid-spring. There are four stream segments within the City that meet this criterion: Jocelyn Hollow Branch, Richland Creek 2000, Richland Creek 300, and Sugartree Branch (see Table 1).

CEC's approach to performing and completing the benthic macroinvertebrate surveys will follow TDEC's Quality System Standard Operating Procedure for Macroinvertebrate Surveys, Revised December 2021. The macroinvertebrate samples will be collected using the semi-quantitative single habitat (SQSH) method as described in the 2021 TDEC SOP. Depending on field conditions and available habitat, the field sampling procedure will be further defined with a semi-quantitative single habitat kick (SQKICK) or semi-quantitative single habitat bank (SQBANK) sampling procedure and for smaller streams a Modified SQKICK procedure will be used.

Field collection efforts at each station will include completion of the appropriate habitat assessment forms for Middle Tennessee streams. Routine water quality parameters will be recorded at each station and will include water temperature, dissolved oxygen, pH, conductivity, and estimated stream flow. Macroinvertebrate samples will be preserved upon collection and transferred to the laboratory for processing and enumeration. Report of results will include the list of metrics as required by the TDEC SOP. A summary letter report based on Section 4.6.1.3. of the MS4 permit will be provided for the sites that includes field and lab data sheets.

Deliverable: Summary letter and sampling results will be provided for the sites including field data sheets and lab results. Completed TDEC workbook, also known as Electronic Data Deliverable (EDD) shall be provided.

Task 0006 – MS4 Outfall Screening:

CEC will perform dry weather outfall screening for the stream segments that are labeled as "Not Assessed" by TDEC (Chickering Branch and Belle Meade Branch). Should dry weather flows be found, CEC will notify the City. Sampling of dry-weather flow can be performed by CEC as an additional service, if requested by the City, and a change order will be provided.

Deliverable: Summary letter with photos of outfalls.

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Task 0007 – Stormwater Workshop:

CEC will prepare and perform a 2-hour Stormwater Workshop event in spring 2025 (likely in March). The workshop will target the four (4) required educational topics and two (2) audiences per Section 4.2.1.1. of the TDEC MS4 permit. CEC will develop a paper quiz to be completed by the audience based on guidance from TDEC to record the workshop as both public education and participation. CEC will meet with City staff prior to the workshop to establish the agenda.

Deliverable: Stormwater Workshop agenda, presentation, paper quiz for audience, sign-in sheet, and photographs from workshop.

Proposed Schedule:

CEC proposes to perform the required benthic sampling in Spring 2025 (fiscal year 2024-2025) and the E. coli sampling and VSA survey in Summer/Fall 2025 (fiscal year 2025-2026).

The stormwater workshop presentation preparation will begin within one week of notice to proceed. The presentation will occur this spring (likely in March) on a date mutually agreed upon by the City and CEC.

Estimated Cost:

CEC will invoice the project on a Time and Materials basis in accordance with the rates indicated on the attached fee schedule. The estimated costs shown for Tasks 0003 and 0006 are based on CEC's 2025 Municipal Services Fee Schedule (attached). The estimated costs for Tasks 004, 0005, and 0006 have an inflation factor to estimate increases to CEC's rates in 2026.

Table 2. Proposed Monitoring Costs by Task.

Task Number	Work Detail	FY Performed	Estimated Cost
0003	Visual Stream Assessment Survey	25/26	\$8,750
0004	<i>E. coli</i> Sampling	25/26	\$17,250
0005	Benthic Sampling	24/25	\$9,500
0006	MS4 Outfall Screening	25/26	\$3,250
0007	Stormwater Workshop	24/25	\$5,000
			Total: \$43,750

CEC's proposed Change Order is valid through February 28, 2025, after which time the validity may only be extended with CEC's consent. CEC reserves the right to revise, adjust, or withdraw this Change Order if not accepted by the City by February 28, 2025. Your written acceptance below will form a binding contract

Civil & Environmental Consultants, Inc.



Civil & Environmental Consultants, Inc.

AUTHORIZATION FOR ADDITIONAL SERVICES

pursuant to the Terms and Conditions agreed upon in our proposal dated February 12, 2024. The individual signing below warrants that they have authority to sign and execute this Agreement on behalf of the City of Belle Meade.

Reason(s) for Additional Services and Impacts to Schedule:

The City has requested a scope of services for MS4 Stream Monitoring and dry-weather outfall screening to assist the City with the requirements of their MS4 Permit (TNS075159) compliance. Additionally, the City has requested the preparation of a stormwater workshop that meets the requirements for public education and participation in compliance with the MS4 Permit.

**CEC Principal
Signature:**

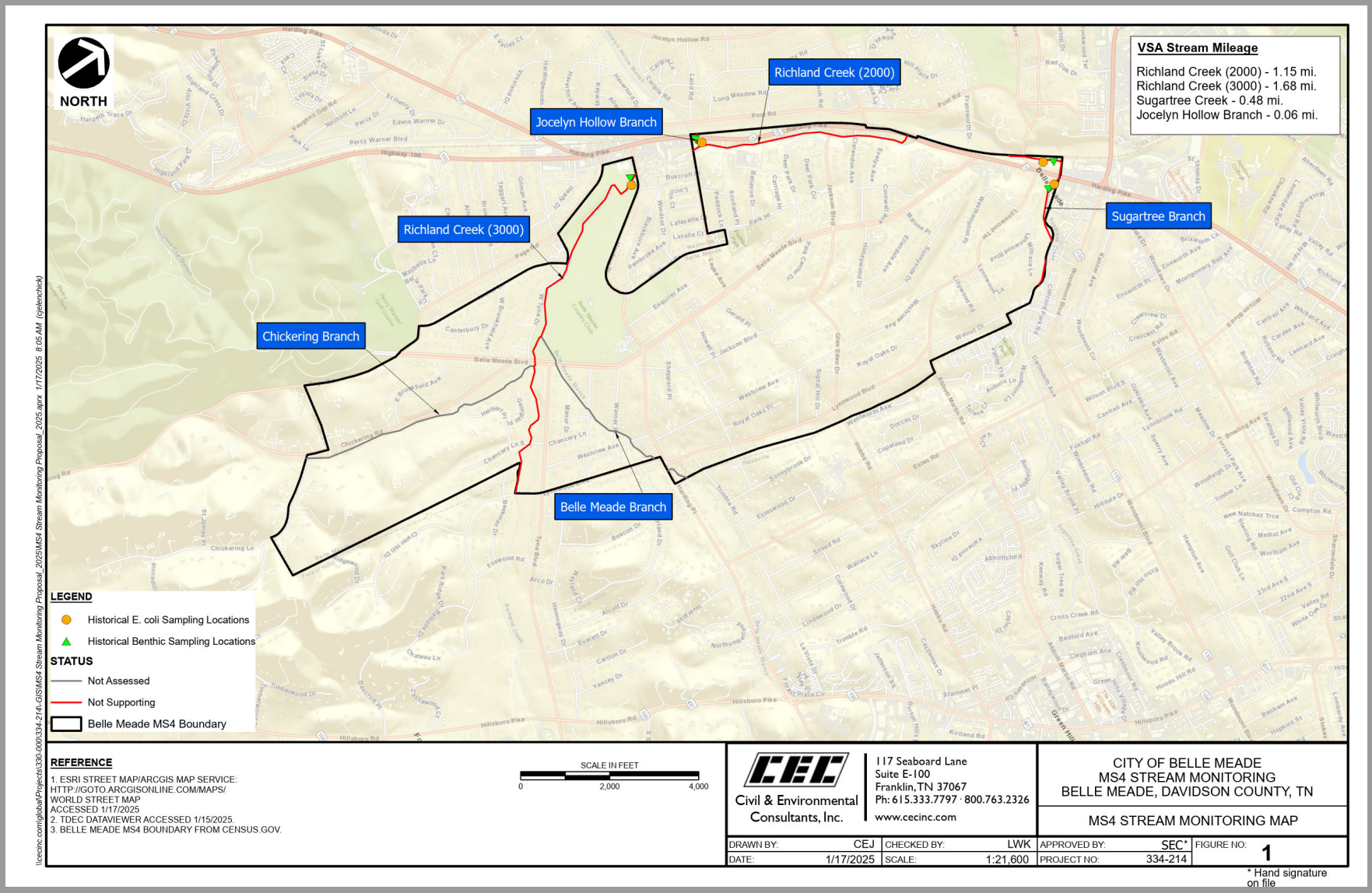
A handwritten signature in blue ink, appearing to be 'J. E. S.', is written over a horizontal line.

Not-to-Exceed Fee: FY24/25: \$14,500
FY25/26: \$29,250

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized Signature: _____ **Date:** _____

Civil & Environmental Consultants, Inc.





Civil & Environmental Consultants, Inc.

November 9, 2023

Revised: January 12, 2024

Ms. Jennifer Moody, City Manager
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

Delivered via electronic mail to: jmoody@citybellemeade.org

Dear Ms. Moody:

Subject: Proposal for Professional Services
MS4 Compliance Support
CEC Project 334-214

Civil & Environmental Consultants, Inc. (CEC) appreciates this opportunity to provide a proposed scope of work to support the City of Belle Meade's Municipal Separate Storm Sewer System (MS4) Permit ongoing compliance work, specifically related to the requirements of the 2022 MS4 permit in which several changes were made necessitating a revised stormwater ordinance among other programmatic and reporting requirements. Given CEC's history of supporting the City's MS4 Permit compliance since the first general permit's inception in 2002, we have prepared a targeted list of tasks for your consideration.

1.0 SCOPE OF WORK

1.1 Task 0001 – Stormwater Ordinance Revisions

CEC will review the current stormwater ordinance that we last helped the City revise in 2015 and identify the necessary revisions to bring the ordinance into compliance with the current MS4 General Permit. Additionally, CEC will make suggested usability/clarity revisions based on our experience working with the City over the years by performing site plan reviews and participating in the 2019 Tennessee Department of Environment and Conservation (TDEC) audit. CEC will perform TDEC suggested edits from the audit that did not necessitate an immediate revision. Below is a list of anticipated category revisions:

117 Seaboard Lane, Suite E100 | Franklin, TN 37067 | 615-333-7797 | www.cecinc.com

Ms. Moody – City of Belle Meade
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- Land disturbance permitting process and thresholds
- Permanent stormwater control measure design requirements
- Permanent stormwater control measure record drawing timeline requirements
- Clarifying inspection requirements by whom and when

CEC will update Appendix A of the stormwater ordinance to include additional information needed based on the current MS4 general permit and construction general permit. CEC will schedule two in-person meetings with City staff. During the first meeting, CEC will discuss the proposed changes to the ordinance and additional usability/clarity revisions. In the second meeting, CEC will provide a revised ordinance and brief summary of changes made and receive feedback. CEC will incorporate feedback from the second meeting and deliver a final version of the revised document for the City's use.

CEC will prepare a memo for the Commissioners' use to aid in their review of the ordinance. CEC has included attendance at one Commissioners' meeting to be available to answer questions.

Deliverable: Revised Stormwater Ordinance in Word format and summary of changes memo.

1.2 Task 0002 – Stormwater Control Measure (SCM) Inventory (MS4 General Permit Section 4.2.5.8.b.)

CEC will work with the City to compile an SCM inventory that contains the MS4 permit-required elements. CEC will utilize the City's existing SCM list (to be provided by the City) as well as design and as-built plan submittal documents to compile information on the SCMs throughout the City. CEC will use a combination of Excel and SharePoint software to compile available information required by the MS4 general permit including the following:

- Location (Latitude and Longitude);
- A brief description of the type of SCM and basic design characteristics;
- The responsible party contact information;
- Inspection schedules;
- A brief description of or reference to maintenance procedures and frequency;
- Photographs of the installed SCMs; and
- Maintenance and inspection records.

Civil & Environmental Consultants, Inc.

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CEC estimates a total of 75 SCMs to be included in the inventory; if additional SCMs are to be included in the inventory, a change order will be provided. Three days in the field has been included to perform site visits for the SCMs that do not have approved as-built documents to gather photos and confirm installation locations. One meeting with City staff is included in the estimated budget. Once the SCM inventory has been established, updates based on new project sites will be added during the plan review process (CEC Project No. 040-655).

Deliverable: Excel database with sharedrive content links.

3.0 ESTIMATED FEE AND SCHEDULE

CEC will perform the tasks outlined above for the estimated fees listed below:

Task #	Description	Schedule	Estimated Total Costs
0001	Stormwater Ordinance Revisions	In time for first reading May 2024 Commissioners' meeting	\$18,000
0002	Stormwater Control Measure (SCM) Inventory	June 30, 2024	\$20,750
Total:			\$38,750

CEC proposes to bill on a Time & Materials basis and has included estimated budgets by task in the table above. Should additional effort be necessary based on the iterative nature of this work, CEC will advise the City prior to proceeding beyond the task budgets. Similarly, if CEC is able to complete a task for less than the expected budget, CEC will advise the City through invoice progress reports that the task is complete for less than the expected budget.

Invoicing of professional services will be in accordance with the attached Municipal Fee Schedule. A Technology and Office Service Fee, equivalent to 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable expenses, including subcontracted services, will be invoiced at cost plus a 10% administrative fee.

Our Schedule of Terms and Conditions, which apply to the proposed work, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

Civil & Environmental Consultants, Inc.

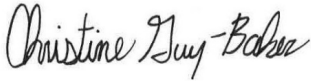
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4.0 CLOSING

CEC appreciates the opportunity to assist the City. If you have any questions, please do not hesitate to call us at (615) 333-7797 or cguybaker@cecinc.com.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Christine Guy-Baker, P.E., CFM
Project Manager



Steven E. Casey, P.E., CPESC
Vice President

Enclosures: Terms and Conditions
2024 Municipal Services Fee Schedule

Civil & Environmental Consultants, Inc.



Civil & Environmental Consultants, Inc.

1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

CEC may, but is not required to, undertake an investigation to locate any utilities, structures or materials as CEC deems prudent. Such investigation by CEC shall not impose any additional obligation or liabilities on CEC and CLIENT agrees that such investigation, if undertaken, is for CEC's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

Electronic Payment:
PNC Bank, Pittsburgh, PA 15222
PNC Bank Routing #043000096
CEC Account #2272405
SWIFT & BIC Code: PNCCUS33
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

Civil & Environmental Consultants, Inc.

CEC PROFESSIONAL SERVICES (Rev. 1, 3/1/22)



Civil & Environmental Consultants, Inc.

Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

8.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

11. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability Insurance upon CLIENT's written request.

12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

14. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

END OF TERMS

Civil & Environmental Consultants, Inc.

CEC PROFESSIONAL SERVICES (Rev. 1, 3/1/22)

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
117 SEABOARD LANE • SUITE E-100
FRANKLIN, TENNESSEE 37067
PHONE: 615-333-7797 • FAX: 615-333-7751

Municipal Services Fee Schedule

January 1, 2024 through December 31, 2024

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$270
Principal.....	\$245
Senior Project Manager	\$230
Project Manager III	\$214
Project Manager II	\$194
Project Manager I	\$163
Assistant Project Manager	\$143
Project Consultant / Geologist / Ecologist / Environmental Scientist	\$132
Staff Consultant / Geologist / Ecologist / Environmental Scientist.....	\$121
CAD Designer	\$148
Draftsperson / CADD Operator.....	\$ 87
Senior Field Technician.....	\$109
Environmental Technician / Intern.....	\$ 65
Senior Land Surveyor.....	\$171
Assistant Project Surveyor.....	\$139
Survey Technician IV	\$121
Survey Technician III.....	\$102
Survey Technician II.....	\$ 89
Survey Technician I.....	\$ 78
Administrative Assistant	\$ 81
Administrative Manager.....	\$ 96

DIRECT EXPENSES

Automobile Mileage	Current IRS Rate
Technology and Office Service Fee.....	3% of professional fees
Survey Equipment Usage.....	\$23/hour
In-House Equipment Usage.....	Per daily rates
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping	Cost plus 10%
Miscellaneous Reimbursables	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 10%

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: February 19, 2025
Re: Caldwell Meadow - Phase 2 land clearing with LSI

Background

The City of Belle Meade previously held a public bid opening for Phase 1 of a Landing Clearing and Mulching Contract for improvements at Caldwell Meadow. Four contractors submitted bids with Landscape Services, Inc. (LSI) providing the lowest bid. Below is a summary:

Bidder Name:	Lump Sum Bid:
Landscape Services Inc.	\$ 8,950.00
Parke Company	\$34,400.00
Lumberjacks Tree Service	\$41,500.00
ProLawns Plus, LLC	\$16,000.00

Phase 2

The work on Phase 1 has been completed and LSI has provided a quote for clearing the remaining area, referenced on the design plan as "Phase 2", for a total lump sum of \$11,975.00. Upon your approval, the total cost will have been \$20,925.00. The next phase of the beautification project will be to install new magnolia trees in the spring.

Recommendation

The Board is recommended to approve the Proposal from LSI, totaling \$11,975, to complete Phase 2 land clearing at Caldwell Meadow.

Fiscal Impact

Funds are available in the Beautification Fund – Capital Expenses - account number 123-44730-930.

Attachments

Quote

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PROACTIVE PERFORMANCE PARTNER

www.LandscapeServicesInc.com

2025 CONTRACT PROPOSAL

January 30, 2025

Proposal No. - 74039

PROPOSAL FOR

Nathan Mcvay

Belle Meade, City of
Belle Meade, City of
4705 Harding Road
Nashville, TN 37205

DESCRIPTION OF WORK TO BE PERFORMED

LSI will provide the following scope of work for the Caldwell Meadow Clearing Project (Phase 2 ONLY):

- Forestry mulching to remove all trees and vegetation 6" in caliper or less in size only in the area designated as **phase 2** of the Caldwell Meadow Land Clearing project. If any larger trees need removal, and extra charge will apply. Trees desired to remain by owner will be clearly marked by owner prior to start of work. Areas within the 'Natural Wooded Area' will remain as is or as per its current state (no clearing).
- Includes elevation pruning on select remaining trees to create 12-15 feet of ground clearance from the limb tips of the trees.
- LSI will cut all vines hanging from trees at ground level to a height of 12-15 feet ONLY. This price does not include removing the vines from the canopy of trees. The high vines will remain for this phase of work. The City will likely need to budget additional funds for vine removal in the remaining trees, above 15' height. This proposal does NOT include removal of high canopy vines, and there appears to be several trees that have many vines within their canopies. An extra charge will apply to remove such high vines, but until phase 2 of this project is complete, we are unable to determine how extensive the vine removal project will be.
- All generated foliage debris over 6" in size will be removed and hauled off site.
- LSI will NOT provide any topsoil to spread on top of the existing soil surface to assist with fine grading and providing a smooth surface. If imported topsoil is needed, an extra charge will apply.

NOTES:

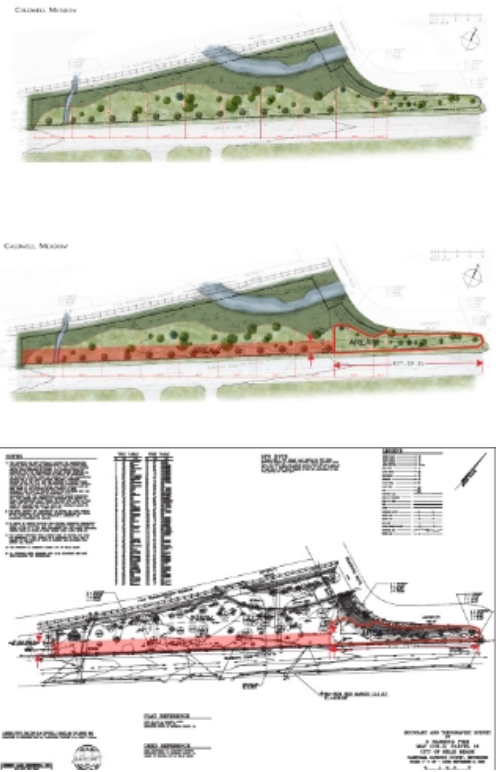
- Natural/Wooded Rear buffer border to be marked by owner prior to work beginning.
- This proposal does NOT include applying any meadow mix type seed or installing meadow mix plugs to the designated semi-natural or meadow areas. An extra charge if desired to have meadow mix seed installed.
- This proposal does NOT include the cost of municipal, city or county permitting. Any permitting required will be notified by the customer, and such would result in an extra

Work Order No. -
74039

Belle Meade, City of

January 30, 2025

- charge.
- This proposal does NOT include traffic control other than installing cones. If police presence is needed, if traffic operators is required, or if an official traffic review and related features are required, an extra charge will apply to accommodate for traffic control measures.
 - If there are any unforeseen large objects within the area, that need to be hauled away, an extra charge will apply.
 - If there is an abnormal amount of trash to be hauled away, an extra charge will apply.
 - This proposal does NOT include watering of seeded areas. An extra charge will apply if desired or needed, upon approval.



Total \$11,975.00

Work Order No. -
74039

Belle Meade, City of

January 30, 2025

By

Katlin M. Hollis

Date 1/30/2025

LSI

By _____

Date _____

Belle Meade, City of

Page 3 of 3

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Nathan McVay, Public Works Director
Date: February 19, 2025
Re: Landscape Maintenance Services

Background

The City of Belle Meade contracts for landscape services, including mowing, turf maintenance, spring and fall flower plantings, fertilization, pruning, irrigation repairs, and hand watering areas without irrigation throughout the City of Belle Meade. The most recent contract was structured as a two-year agreement with two one-year optional renewals. Landscape Services, Inc. monthly fixed price for their routine services were \$6,995 monthly (\$83,940 annually) for all four-years of the contract term. In the past year, LSI shared with the City Manager that their pricing would need to increase significantly at the end of the term.

In an effort to generate a more competitive and open bidding environment, the City Manager, Public Works Director and Peter Grimaldi from the Beautification Committee have been working together for several months and discussing improvements to both the City's bid specification documents and the landscaping service contract that would hopefully create significant benefits for the City. More time is needed to develop these items and actively solicit and advertise for competitive proposals for a new long-term contract.

In the meantime, the City Manager has met with LSI to negotiate a temporary service schedule that would provide for landscaping maintenance services to continue on an as-needed basis until such time as the City enters into a new long-term contract.

Recommendation

The Board is recommended to waive the competitive solicitation process for this expenditure and approve the continuation of landscape maintenance services from Landscape Services, Inc., not to exceed \$79,650 for services on an as-needed basis for the remaining four months of the fiscal year 2025, March 1 through June 30, 2025.

Fiscal Impact

Funds are available from three accounts, with the primary account being General Fund – Landscape Services – Horticultural Supplies and Services account 110-44730-31 and irrigation expenses being charged to General Fund – Landscape Services – Repair and Maintenance – Other account number

110-44730-260. Spring plantings is available from the Beautification Fund – Horticultural Supplies and Services account 123-44730-321.

Attachment

LSI Temporary Landscaping Services Schedule

Jennifer Moody

From: Katlin Hollis <katlinhollis@lsipros.net>
Sent: Monday, February 10, 2025 7:34 AM
To: Jennifer Moody
Cc: Pat Stacey
Subject: Belle Meade Temporary Grounds Services
Attachments: Belle Meade Temporary Grounds Services.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Jennifer,

Pat and I have come up with a list of services and hourly labor rates for the spring- early summer that we feel are important to have completed. These services do a lot to provide a clean and maintained appearance, and we want to help uphold the standards of the City by offering these services as an additional cost until a decision is made on the maintenance contract. I recommend starting with the leaf removal, perennial care, and pine straw application and getting those done as soon as you're able. This would get us caught up to where we need to be at this point in the season before mowing begins at the end of March.

Please let me know if there is anything else we can do to help or if you have any questions at all.

Have a great day!

Katlin Hollis | Account Manager, Nashville

Landscape Services, Inc.

(615) 391-3434 | d: (615) 707-0146

KatlinHollis@LSIpros.net

www.LandscapeServicesInc.com



City of Belle Meade**Temporary Service schedule and Estimated Pricing (March 1 - June 30)****LSI - Recommended Grounds Services**

Timing	Service	Est. Man Hours	Expected Frequency	Hourly Rate	Material Cost	Total Each Service	Total	NOTES
Feb.-March	Perennial Care	72	1	\$45	\$0	\$3,240	\$3,240	Cut-back of Liriope ground cover and perennials
Feb.-March	Final Leaf Removal	80	1	\$45	\$0	\$3,600	\$3,600	Final leaf removal cleanup in lawns, bed areas, curbs, and parking lots
March-June	Turf Treatments	16	3	\$95	\$480	\$2,000	\$6,000	Lawn fertilization and weed control applications. Up to 7 acres of designated focal lawn areas
Feb.-March	Pine Straw Application	96	1	\$50	\$7,200	\$12,000	\$12,000	Includes applying 1,300 pine straw bales & edging to all plant beds and designated tree saucers
Feb.-March	Bed Pre-emergent Appl.	8	1	\$45	\$250	\$610	\$610	Apply pre-emergent herbicide to all plant beds to inhibit weed growth
March-April	Tree and Shrub Fert.	6	1	\$75	\$150	\$600	\$600	Apply a granular plant fertilizer to all shrubs as needed
March-June	Shrub Pruning	48	2	\$45	\$0	\$2,160	\$4,320	Prune shrubs throughout community, 1 time in Spring, and 1 time in the Summer
March-June	Lawn Mowing	28	15	\$45	\$0	\$1,260	\$18,900	Mow all lawns throughout the City grounds, weekly
March-June	Weed Control	12	15	\$45	\$0	\$540	\$8,100	Perform manual weed control to all plant beds, city-wide, on a weekly basis
April	Irrigation Activation	24	1	\$95	\$0	\$2,280	\$2,280	Activate all irrigation system. Repairs would be an extra charge.
May	Spring Flowers	150	1	\$50	\$12,500	\$20,000	\$20,000	300 flats of Summer flowers provided and installed in May (up to 2,500 sq.ft.)

Estimated Spend between March 1st - June 30th = \$79,650

The following is a basic rate schedule for grounds management & landscape related services:

Labor Rates:Per hour

- General Labor with or without hand tools \$45
- General labor with hand held power equipment \$45
- General labor with hydrostatic walk-behind mow equipment \$50
- Skilled labor with hydrostatic or ride-on mow equipment \$55
- Skilled Labor for specialty services \$75
- Skilled operator with small backhoe \$150
- Skilled operator and tractor or bobcat (skid steer) \$150
- Skilled irrigation technician \$95
- Skilled irrigation assistant labor personnel \$65
- Certified pesticide/ herbicide applicator personnel \$95
- Driver with one ton truck \$75
- Driver with 2.5 ton dump truck \$125
- Water truck and personnel (tank and pump) \$60

Potential Added Costs:

- Rental Equipment + 20% markup
- Materials or Parts + 25% markup
- Fees or Permits
- Add 50% to labor rates for overtime, holiday, or after-hours required services



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: February 19, 2025
Re: Updates on Capital Projects

1. ARPA FUNDING – STREET SIGN ENHANCEMENTS – PUBLIC WORKS

- a. Approved design plans; waiting on a start date from Jarvis

2. ARPA FUNDING – HARDING PLACE at BELLE MEADE BLVD SIGNAL UPGRADE – NDOT

- a. Survey has been completed. Design review is in progress.
- b. Belle Meade staff submitted a list of comments on the draft design and coordinated a meeting with Steve Casey and the project engineer to look at the storm drains in the project area.
- c. Working on scheduling someone to present the final design to the Board of Commissioners at a monthly regular meeting. Next step will be for the project to be awarded to a contractor for construction.

3. MASTER PLAN PROJECT – BELLE MEADE BLVD PEDESTRIAN PROJECT – KCI ENGINEERING

- a. Image boards are displayed in the main lobby at City Hall. Informational meetings are being held with city leaders and stakeholder groups.
- b. KCI and CEC working to update design plans with stormwater plans.
- c. KCI is looking at the Jackson Blvd intersection to determine whether additional survey is needed and will provide recommendations for signage at this intersection.

- d. KCI will send a landscaping proposal to Jennifer for improvements to islands #1 (Harding Road) and #38 (Page Road).
- e. KCI provided a draft schedule with key milestones (see attached). Survey work has begun, and an updated conceptual design is anticipated by the end of March. Next, geotechnical work is anticipated and updated final design plans are scheduled for delivery by mid-June (end of fiscal year). Final plans and advertising for construction bids could begin in July/August 2025.

4. TDOT GRANT – HARDING PIKE (SR1/US70S) SIDEWALKS – BENESCH ENGINEERING

- a. Received TDOT signatures on our final environmental review documents on 12/19/2024 and our Notice to Proceed to PE-Design on 2/10/2025.

5. TDEC GRANT – SEWER SYSTEM IMPROVEMENT PROJECT – RFQ for ENGINEERING SERVICES

- a. LDA continues to collect our asset data from all residential properties in the City (see most recent progress report attached). Approximately 30% complete with data collection in the field as of 01/07/2025.

6. MASTER PLAN PROJECT – TRAFFIC CALMING – KCI ENGINEERING

- a. A kick-off meeting with residents of Lynwood Blvd has been set for March 5th at 8am and will take place on-foot in the 400 and 600 blocks.
- b. KCI is working to deliver images clearly showing where the new traffic calming islands are proposed for installation.

7. LOCAL FUNDING – WALNUT DR PROJECT – CEC ENGINEERING

- a. Public Works will perform work necessary to that would assist with drainage in the cul-de-sac.
- b. Review and permitting is in progress for an improvement project that will include installation of a rain garden and concrete driveway apron at 301 Walnut Drive.

ID	Task Number	Task Name	Duration	Start	Finish
1	1	Design Survey	26 days	Mon 1/27/25	Mon 3/3/25
2	2	Conceptual Plans	20 days	Tue 3/4/25	Mon 3/31/25
3		Design	15 days	Tue 3/4/25	Mon 3/24/25
4		Conceptual Design Review (by City)	5 days	Tue 3/25/25	Mon 3/31/25
5	2a	Geotech	45 days	Tue 3/11/25	Mon 5/12/25
6	3	Final Concept Plans	60 days	Tue 4/1/25	Mon 6/23/25
7		Design	55 days	Tue 4/1/25	Mon 6/16/25
8		Final Conceptual Design Review (by City)	5 days	Tue 6/17/25	Mon 6/23/25
9	4	Final Plans	40 days	Tue 6/24/25	Mon 8/18/25
10		Final Plans	35 days	Tue 6/24/25	Mon 8/11/25
11		Final Review (by City)	5 days	Tue 8/12/25	Mon 8/18/25

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CITY MANAGER RESIDENT CONTACT LOG			
DATE received	General Type	Description/Notes	Follow-up/Action
1/9/2025	construction	reported that works at 421 Royal Oaks Drive need to be asked to park on the site or in front of the site and not on neighboring properties	Jennifer forwarded to police dispatch to have an officer respond because the Inspector is out of the office for the day
1/14/2025	litter	Miller Masonry is driving around my street (Royal Oaks Place) and also Westview. They are distributing colorful postcard advertisements, but they are not even putting them in the mailbox. Just strewn about. I bet I walked by 10 of them on the ground just now walking the dog	Jennifer forwarded to police dispatch to have an officer respond and may issue littering citation
1/14/2025	litter	Large pieces of litter along Harding Pike between Leake Ave and Jackson Blvd	Jennifer forwarded to Pubic Works for clean up
1/16/2025	trash service	missed collection	Jennifer forwarded to Rusty Terry who found out it was a new driver that missed a few homes and we let the resident know that they will be collected tomorrow
1/21/2025	beautification	request a round-about (like Walnut Drive) for the end of Millrace Lane	Jennifer and Mary shared that Walnut Dr cul-de-sac was installed by the developer (original plat in 1936) and was not a later retrofit by the City; also shared concerns that the Millrace cul-de-sac may be too small to maintain adequate turning radii for public services, deliveries, and emergency trucks to access residents; last, shared current capital projects, link to Belle Meade Together Plan, and information about several capital projects underway that make this not a feasible time to take on a new project
1/23/2025	Blvd project	question about seeing surveyors and when there would be a public meeting	Jennifer responded with a link to the project website and shared additional information about the projects and opportunities for public comment
1/24/2025	Belle Meade News	wanted help with having the newspaper delivery stopped	Jennifer contacted the paper and they said they would let the carrier know not to deliver at his address; also provided a phone number if he needs to reach the Belle Meade News
1/28/2025	city budget	"I am interested in how municipalities in TN impose impact fees to supplement the costs of growth from development. I know the City of Belle Meade is a Manager-Commission Charter, so their legal ability to impose impact fees is prohibited. I was wondering how the city uses other methods to obtain revenue (for schools, roadway facilities, etc.) other than imposing the impact fees."	Jennifer responded with link and pages to review in the annual budget document for details on the city's revenue sources and also what operating expenditures are supported by those sources; also recommended mta.tennessee.edu as a resource with an online research library that is searchable by topic
2/3/2025	litter	trash on Harding Pike between Jackson Blvd and Leake Ave (Historic Site)	Jennifer forwarded to Public Works

2/3/2025	fiber internet	asked about what legal restrictions and approvals would be required for Google Fiber to come to Belle Meade; wanting faster internet	Jennifer responded with some information about internet utilities serving Belle Meade; also shared this email with Metro Councilmember Thom Druffel to see if he had also received requests for faster internet - he responded that he had not
2/11/2025	street paving	asked about whether we can confirm whether the dividing line between Metro and Belle Meade on Nichol Lane is in the middle of the road or ends at the road edge	the email was sent to Jennifer, Thom Druffel and Sandy Ewing - Jennifer responded and asked if the resident could provide the name of who at Metro had stated the middle of the road was the dividing line so that we could address the conflicting information
2/12/2025	street paving	asked questions about how taxes support street maintenance and the city's annual budget for street maintenance	Jennifer provided additional information about city taxes and how the payments from metro property taxes support street maintenance



January 31, 2025

Jennifer Moody, City Manager
City of Belle Meade
4705 Harding Rd
Nashville, TN 37205-2809

Ref: Property Loss Control Survey

Dear Ms. Moody:

On January 29, 2025 Public Entity Partners conducted a **PROPERTY** loss control survey for the City of Belle Meade. Although we did not identify any adverse conditions during our survey that would warrant written loss control recommendations, Public Entity Partners' loss control surveys are not intended to be a substitute for ongoing local loss control efforts. It is important that the Belle Meade conduct its own periodic inspections of properties and facilities.

It is also important that Belle Meade periodically review its property schedule carefully and determine what coverage you wish, if any, to change and contact your agent or, the Underwriting Department at Public Entity Partners.

Thank you for your assistance with the property loss control survey and if you have questions or need any assistance, please contact us.

Sincerely,

James Hatchel, Loss Control Consultant

ic: Chester Darden, Director of Loss Control
Underwriting Department

File:PM433112501

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JASON E. MUMPOWER
Comptroller

March 4, 2025

Memorandum

To: County and city mayors in property tax revalue counties

From: E. Robin Pope, Executive Secretary 
State Board of Equalization

Subject: **Certified tax rate compliance**

Jurisdictions completing reappraisal or value updating programs approved by the State Board of Equalization are required by law to calculate a "certified tax rate" based upon the revalued tax base within the jurisdiction. The rate is calculated at the level which will produce the same property tax revenue from the aggregate value of all properties on the roll as was billed in the previous year. To comply with this law, please take note of the following actions:

1. Calculation. You will be provided a calculation form with our estimate of the certified rate through the assessor's office. Note that the law does not permit the rate to be rounded up. Tax rates may be adopted in fractions of a cent but rounding up the certified rate is not permitted. *The form should be returned to this office with your signature and the signature of the assessor.*
2. Determination. The county commission (or city council or board) must officially determine the certified (*revenue-neutral*) tax rate by simple action of the body on motion and second.
 - If the certified rate is sufficient to meet the new budget, the governing body may proceed to adopt the actual tax rate, and no further compliance steps are required.
 - If the certified rate exceeds the requirements of the new budget, the governing body may adopt a rate lower than the certified rate. The governing body may proceed to adopt the actual tax rate without further compliance steps. *Please note, if a jurisdiction experiences a decline in reappraisal values the certified rate could become higher than the prior year's tax rate. This does not change certified rate compliance requirements.*
 - If the certified rate is not sufficient to meet the new budget, and the governing body elects to exceed the certified rate, then the governing body must proceed with the additional steps outlined below.

CORDELL HULL BUILDING | 425 Rep. John Lewis Way N. | Nashville, Tennessee 37243

Page 2
Memorandum
March 4, 2025

3. Publication. *If the certified rate is not sufficient to meet the new budget and the governing body elects to exceed the certified rate*, the governing body should direct the clerk to arrange publication of a newspaper notice, "Notice of public hearing to consider whether to exceed the certified tax rate". A sample notice is attached and should be used.

4. Hearing and adoption of actual tax rate. At the conclusion of the public hearing, the governing body may proceed to adopt the actual tax rate.

5. Documentation. The county or city should send our office a copy of the newspaper affidavit of publication within 30 days of publication, and if the certified tax rate is exceeded, we should also be sent a certified copy of the tax rate resolution or ordinance.

This is a brief outline of the process. If you have additional questions please contact our office at 615.401.7883 or email sb.web@cot.tn.gov. For more resources on the certified tax rate process, visit our website at <https://tncot.cc/ctr>.

c: County Assessor of Property
County Trustee
Finance Directors/City Recorders

Enc.

CORDELL HULL BUILDING | 425 Rep. John Lewis Way N. | Nashville, Tennessee 37243

ADOPTING THE BUDGET DURING A REAPPRAISAL YEAR

At specified intervals, counties in Tennessee must revalue land and buildings for property tax purposes. This is referred to as a reappraisal year. In a reappraisal year, the Tennessee State Board of Equalization gives each taxing jurisdiction a Certified Tax Rate (CTR) as prescribed by Tenn. Code Ann. Title 67, Chapter 5, Part 17. The CTR is designed to ensure to the taxpayers that there is no tax increase hidden in the reappraisal, accordingly, the CTR will generate property tax revenue consistent with the prior year. Although newly taxable real and personal property are backed out of the CTR calculation, the property will be taxed and generate additional property tax revenue. This document examines the impact of the CTR on the annual budget adoption process.

Budgets for counties and municipalities should be adopted on or before June 30 of each year. When the CTR will not be available at the time of budget adoption, local officials should proceed to adopt the budget in a timely manner and then follow the steps provided by the State Board of Equalization for adoption of the tax rate when the CTR is available.

DEFINED TERMS

County Assessor—an elected official whose role is to accurately identify, list, appraise, and classify all taxable properties in preparation of the annual assessment roll. The county assessor plays an important role in calculating the certified tax rate.

Certified Tax Rate (CTR)—the rate that is calculated during a reappraisal year by the county assessor and chief executive of the tax jurisdiction and reviewed by the Tennessee State Board of Equalization, that represents the tax rate needed to generate property tax revenues consistent with the prior year. Because there are specific statutory requirements and exclusions that impact the CTR, CTAS and MTAS often assist local officials in the initial calculation. The CTR can only be exceeded after the notification of and the holding of a public hearing.

Certified Tax Rate (CTR) Law—requires local governments to conduct public hearings before adopting a property tax rate that generates more taxes overall in a reappraisal year than were billed the year before at the previous year's lower values. The CTR law is codified in Tenn. Code Ann. § 67-5-1701 and sometimes referred to as the truth-in-taxation law. The law requires counties and cities to determine a tax neutral rate using the new reappraisal values after adjusting for either new properties or properties removed from the tax base since the prior year. Truth-in-taxation is intended to make sure higher reappraisal values do not automatically result in a tax increase.

Once a certified rate is calculated by the assessor and chief executive of the tax jurisdiction, and reviewed by the State Board of Equalization, it is submitted to the jurisdiction's governing body for formal determination, usually for consideration with the budget. If the budget requires an increase above the certified rate, the governing body must publish notice of a public hearing on whether to exceed the certified rate and then may proceed to adopt an actual tax rate after the hearing. If the certified tax rate is exceeded, the jurisdiction must send the State Board of Equalization an affidavit of publication for the hearing notice, and a certified copy of the final tax rate ordinance or resolution. State Board of Equalization's website: <https://comptroller.tn.gov/boards/state-board-of-equalization.html>.

HOW TO ADOPT A TIMELY BUDGET WHEN THE CTR IS NOT YET AVAILABLE

Adopting the Certified Tax Rate (CTR)

Local officials adopt the CTR when they need a property tax rate that will generate revenue consistent with the prior year. Once a CTR is calculated and reviewed by the assessor and chief executive of the tax jurisdiction, and reviewed by the State Board of Equalization, it is submitted to the jurisdiction's governing body for formal determination, usually for consideration with the budget. Although newly taxable real and personal property are backed out of the CTR calculation, the property will be taxed and generate additional property tax revenue.

Budget Impact:

- The property tax revenue estimate will be the sum of: (1) last year's property tax revenue estimate *and* (2) estimated property tax revenue generated from new growth in the area (the county assessor will have the growth value). Contact MTAS or CTAS for assistance.
- Include the dollar amount of the estimated property tax revenue in the budget and proceed with the remainder of the budget preparation process.
- It is important not to include an estimated rate in the legal budget document or to separately adopt an estimated property tax rate. Instead, local officials should adopt the property tax rate after obtaining the CTR from the State Board of Equalization (SBOE).
- We recommend that the legal budget document include language stating that the governing body plans to adopt the CTR when it is available and a brief description of how the property tax revenue estimate was determined.
- Once the CTR is available, officials should follow the steps outlined by the SBOE and submit the tax levy adoption resolution or ordinance to LGF@cot.in.gov.

Exceeding the Certified Tax Rate (CTR)

Local officials adopt a rate that is higher than the CTR when they need a property tax rate that will generate more revenue than the prior year. Once a CTR is calculated and reviewed by the assessor and chief executive of the tax jurisdiction, and reviewed by the State Board of Equalization, it is submitted to the jurisdiction's governing body for formal determination, usually for consideration with the budget. Although newly taxable real and personal property are backed out of the CTR calculation, the property will be taxed and generate additional property tax revenue. State law requires a public hearing with specific public notice of intent to exceed the CTR before a rate higher than the CTR is adopted by the governing body.

Budget Impact:

- The property tax revenue estimate will be the sum of: (1) last year's revenue *and* (2) the planned increase (penny rate times the number of pennies increased) *and* (3) estimated property tax revenue generated from new growth in the area (the county assessor will have the growth value). Contact MTAS or CTAS for assistance.
- Include the dollar amount of the estimated property tax revenue in the budget and proceed with the remainder of the budget preparation process.
- It is important **not** to include an estimated **rate** in the legal budget document or to separately adopt an estimated property tax rate. Instead, local officials should adopt the property tax rate **after** obtaining the CTR from the State Board of Equalization (SBOE).

- We recommend language in the legal budget document stating that the governing body plans to adopt a rate that exceeds the CTR when it is available and a brief description of how the property tax revenue estimate was determined.
- Once the CTR is available, a public hearing must be held to notify the public of the governing body's intention to exceed the CTR.
- After the public hearing, follow the steps outlined by the SBOE and submit the tax levy adoption resolution or ordinance to both the SBOE and LGF@cot.tn.gov.

What if the governing body fails to adopt a rate that exceeds the CTR?

After the public hearing, the governing body may ultimately decide to vote against a property tax rate that exceeds the CTR.

Budget Impact:

- The initial property tax revenue estimate will need to be decreased by a budget amendment to the sum of: (1) last year's property tax revenue estimate and (2) estimated property tax revenue generated from new growth in the area (the county assessor will have the growth value). Contact MTAS or CTAS for assistance.
- If the tax increase that failed would have funded new spending, then expenditures must also be reduced by budget amendment, or fund balance used to balance the budget. Use of fund balance is appropriate when there are adequate reserves, and the proposed use complies with the local government's fund balance policy. See the Comptroller's publication "Seven Keys to a Fiscally Well-Managed Budget" ([7-Keys](#)).
- Once the CTR is available, follow the steps outlined by the State Board of Equalization (SBOE) and submit the tax levy resolution or ordinance to both the SBOE and LGF@cot.tn.gov.

Municipalities Located in More Than One County

A municipality located in more than one county may have counties with different reappraisal cycles. When this happens, local officials will need to apply the steps above for the impacted tax rate.

How the CTR Affects Taxpayers

When a county undergoes a reappraisal process the CTR is meant to ensure the local government must take an action to increase taxes, otherwise the local government will collect the same revenues as last year plus any new growth in the tax base. Remember, the CTR ensures tax collections remain constant in **total**; however, individual taxpayers may pay either more, the same, or less in a reappraisal year. This is because individual taxpayers may experience an increase or decrease in their taxes based on the amount of growth in property value they experience compared to the overall growth of the county. If the value of a property grows at a rate higher than the average of the whole county then that property tax bill may increase. The opposite is true if the property grows less than the average growth in the county.

CONCLUSION

Timely budget adoption is key to good financial management and this publication is meant to facilitate timely budget adoption in reappraisal years when the CTR is delayed beyond June 30. The budget should be adopted before the start of the fiscal year and submitted to the Comptroller's Division of Local Government Finance within 15 days of adoption. In a reappraisal year, the property tax **rate** should be adopted as soon as possible **after** receiving the CTR from the State Board of Equalization. This may result in local governments submitting the tax rate adoption separately from and later than the initial budget submission. Please note that this will not adversely impact local governments that pursue the Comptroller's Annual Budget Certificate.

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City of Belle Meade - General Fund
Condensed Financial Statement - 4 Year Summary
December 31, 2024

	YTD December-24 Actual	YTD December-23 Actual	YTD December-22 Actual	YTD December-21 Actual	Average December 2021 to 2024
Operating Revenue					
Property and other taxes	\$ 1,226,239	\$ 1,333,268	\$ 1,933,621	\$ 1,766,344	\$ 1,564,868
Mixed drink taxes	32,408	34,004	33,688	29,449	32,387
Permits and fees	193,414	165,529	281,868	315,857	239,167
State sales taxes	147,585	178,706	171,862	164,250	165,601
State income taxes	-	-	-	-	-
Gross receipts - TVA	17,622	17,776	17,440	15,060	16,974
Franchise taxes	10,680	29,853	18,340	28,025	21,725
In lieu of tax - utilities	-	-	-	-	-
Sports betting tax	1,318	2,704	2,609	1,304	1,984
Road Maintenance Fee MOU	-	333,533	323,191	297,872	238,649
Public safety charges	73,897	58,593	50,576	33,539	54,151
Stormwater User Fee	-	297,868	282,469	89,747	167,521
Court fines and costs	131,293	114,503	142,463	126,124	128,596
State beer tax	667	699	720	704	698
State-city streets	2,721	2,657	2,657	2,698	2,683
Other revenues (includes grants)	862	1,315	2,005	79,419	20,900
Interest earnings	394,137	360,623	152,902	30,842	234,626
Net Change in Value of Investments	82,182	90,755	(25,715)	(39,971)	26,813
Contributions	17,370	17,345	25,195	49,130	27,260
	<u>\$ 2,332,395</u>	<u>\$ 3,039,731</u>	<u>\$ 3,415,891</u>	<u>\$ 2,990,393</u>	<u>\$ 2,944,603</u>
Operating Expenditures					
General government	\$ 479,948	\$ 461,295	\$ 468,536	\$ 428,804	\$ 459,646
Police	1,149,912	1,236,112	1,059,051	1,053,672	1,124,687
Building inspection	129,089	72,739	67,314	64,340	83,371
Public Works	173,140	184,601	122,600	98,341	144,671
Stormwater	-	138,768	142,241	141,362	105,593
Solid waste collection	438,108	354,280	304,376	259,713	339,119
Landscape Services	94,455	83,079	94,310	85,923	89,442
	<u>\$ 2,464,652</u>	<u>\$ 2,530,874</u>	<u>\$ 2,258,428</u>	<u>\$ 2,132,155</u>	<u>\$ 2,346,527</u>
Excess rev vs (exp) from Operations	<u>\$ (132,257)</u>	<u>\$ 508,858</u>	<u>\$ 1,157,463</u>	<u>\$ 858,238</u>	<u>\$ 598,075</u>
Capital Revenue and Expenditures					
Grant Revenue	20,320.05	66,280	3,262	2,284	23,036
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	267,122	294,015	206,032	82,140	212,327
Net rev vs net (exp)	<u>\$ (379,058)</u>	<u>\$ 281,122</u>	<u>\$ 954,693</u>	<u>\$ 778,382</u>	<u>\$ 385,748</u>
Assets					
Cash	\$ 303,700	\$ 312,929	\$ 374,705	\$ 221,536	
Investments	7,188,535	10,711,783	10,929,346	10,673,689	
Investments - Designated	10,126,793	6,358,473	6,015,020	5,009,065	
Property taxes receivable	3,357,543	3,357,543	3,329,233	3,306,275	
Other receivables	130,783	187,422	179,367	151,717	
Other assets	67,641	76,310	51,256	48,831	
	<u>\$ 21,174,995</u>	<u>\$ 21,004,460</u>	<u>\$ 20,878,927</u>	<u>\$ 19,411,113</u>	
Liabilities and Reserves					
Payables and accrued liab	268,349	223,091	112,614	84,888	
Deferred rev - prop taxes	3,357,543	3,357,543	3,329,233	3,306,275	
Deferred rev - ARPA grant	647,104	747,679	848,007	424,003	
Designated reserves	10,126,793	6,358,473	6,015,020	5,009,065	
Unrestricted funds	7,154,265	10,036,551	9,619,360	9,808,500	
Revenues < expenditures	(379,058)	281,122	954,693	778,382	
	<u>\$ 21,174,995</u>	<u>\$ 21,004,460</u>	<u>\$ 20,878,927</u>	<u>\$ 19,411,113</u>	

City Of Belle Meade - General Fund
Condensed Financial Statement - (Budget vs Actual)
December 31, 2024

	Fiscal 2025 Budget	YTD 2025 Budget	YTD December-24 Actual	YTD Actual vs Budget	YTD Actual vs Budget
Operating Revenue					
Property and other taxes	\$ 3,334,201	\$ 1,226,275	\$ 1,226,239	\$ (36)	0%
Mixed drink taxes	55,000	22,917	32,408	9,491	41%
Permits and fees	250,000	125,000	193,414	68,414	55%
State sales taxes	359,724	149,885	147,585	(2,300)	-2%
State income taxes	-	-	-	-	0%
Gross receipts - TVA	35,392	17,696	17,622	(74)	0%
Franchise taxes	60,000	15,000	10,680	(4,320)	0%
In lieu of tax - utilities	5,000	-	-	-	0%
Road Maintenance Fee MOU	297,872	-	-	-	0%
Public safety charges	60,000	30,000	73,897	43,897	146%
Stormwater User Fee	-	-	-	-	0%
Court fines and costs	210,000	105,000	131,293	26,293	25%
State beer tax	1,334	556	667	111	20%
State-city streets	5,309	2,212	2,721	509	23%
Sports betting tax	5,222	2,176	1,318	(858)	-39%
Other revenues	1,460	730	862	132	18%
Interest earnings	400,000	200,000	394,137	194,137	97%
Net Change in Value of Investments	-	-	82,182	82,182	0%
Contributions	15,000	15,000	17,370	2,370	16%
	<u>\$ 5,095,514</u>	<u>\$ 1,912,447</u>	<u>\$ 2,332,395</u>	<u>\$ 419,949</u>	<u>400%</u>
Operating Expenditures					
General government	\$ 1,027,687	\$ 513,844	\$ 479,948	\$ 33,895	-7%
Police	2,469,229	1,234,615	1,149,912	84,702	-7%
Building inspection	255,293	127,647	129,089	(1,443)	1%
Public Works	279,859	139,930	173,140	(33,211)	24%
Stormwater	-	-	-	-	0%
Solid waste collection	635,300	317,650	438,108	(120,458)	38%
Landscape Services	167,000	83,500	94,455	(10,955)	13%
	<u>\$ 4,834,368</u>	<u>\$ 2,417,184</u>	<u>\$ 2,464,652</u>	<u>\$ (47,468)</u>	<u>62%</u>
Excess rev vs (exp) from Operations	<u>\$ 261,146</u>	<u>\$ (504,737)</u>	<u>\$ (132,257)</u>	<u>\$ 467,417</u>	<u>338%</u>
Capital Revenue and Expenditures					
Grant Revenue	925,009	19,271.02	20,320.05	1,049	0%
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	2,982,055	372,757	267,122	105,635	-28%
Net rev vs net (exp)	<u>\$ (1,795,900)</u>	<u>\$ (858,223)</u>	<u>\$ (379,058)</u>	<u>\$ 479,165</u>	<u>109%</u>
Assets					
			December 31, 2024	December 31, 2023	
Cash			\$ 303,700	\$ 312,929	
Investments			7,188,535	10,711,783	
Investments - Designated			10,126,793	6,358,473	
Property taxes receivable			3,357,543	3,357,543	
Other receivables			130,783	187,422	
Other assets			67,641	76,310	
			<u>\$ 21,774,995</u>	<u>\$ 21,004,460</u>	
Liabilities and Reserves					
Payables and accrued liab			\$ 268,349	\$ 223,091	
Deferred rev - prop taxes			3,357,543	3,357,543	
Deferred rev - ARPA grant			647,104	747,679	
Designated reserves			10,126,793	6,358,473	
Unrestricted funds			7,154,265	10,036,551	
Revenues < expenditures			(379,058)	281,122	
			<u>\$ 21,774,995</u>	<u>\$ 21,004,460</u>	

City of Belle Meade
Other Revenue Breakdown
For the month ended, December 31, 2024

Solicitor Permits	\$	12
Holiday Permit Entrance Fees		545
Recycle Cans		305
Totals	\$	862



Capital Budget Report - General Fund - December 31, 2024



Project/Budget Item	FY 25	FY 26	FY 27	FY 28	FY 29	Total	Actual Spent FY 25	Budget Variance FY 25
<u>Fleet Replacement</u>								
Vehicle Replacement	\$242,000	\$254,100	\$162,068	\$170,172	\$178,681	\$1,007,021	\$0	\$242,000
Total Fleet Replacement	\$242,000	\$254,100	\$162,068	\$170,172	\$178,681	\$1,007,021	\$0	\$242,000
<u>Machinery and Equipment</u>								
Video Security System	\$104,726	\$84,000	\$0	\$0	\$0	\$188,726	\$80,069	\$24,657
Computers, Monitors, Servers, GTAC tablets, In-car radio	\$97,400	\$0	\$0	\$0	\$0	\$97,400	\$0	\$97,400
Street signs enhancement project, Harding PL/BMB signal upgrade, portable generator	\$802,300	\$0	\$0	\$0	\$0	\$802,300	\$1,725	\$800,575
Total Machinery and Equipment	\$1,004,426	\$84,000	\$0	\$0	\$0	\$1,088,426	\$81,794	\$922,632
<u>Streets</u>								
Street paving- Per paving plan	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$1,750,000	\$0	\$350,000
Street paving- Master Plan, BMB safety pedestrian safety project, Public Works garage door lift, TDOT sidewalk project	\$1,385,630	\$1,556,250	\$643,207	\$0	\$0	\$3,585,087	\$185,328	\$1,200,302
Total Streets	\$1,735,630	\$1,906,250	\$993,207	\$350,000	\$350,000	\$5,335,087	\$185,328	\$1,550,302
Total	\$2,982,056	\$2,244,350	\$1,155,275	\$520,172	\$528,681	\$7,430,534	\$267,122	\$2,714,934

**** Any fiscal years beyond the current approved fiscal year are for planning purposes only.**

City of Belle Meade, Tennessee
Statement of Net Position
Proprietary Fund (Sewer Fund)
December 31, 2024

ASSETS	FY 2025	FY 2024
Current assets:		
Cash and cash equivalents	\$ 64,381	\$ 205,649
Cash and cash equivalents- restricted		
Investments	2,114,382	1,755,442
Receivables (net of allowance for uncollectible)	53,247	49,913
Prepays	3,560	3,844
Inventory	11,069	13,438
Total current assets	<u>2,246,639</u>	<u>2,028,286</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	718,367	555,598
Machinery and equipment	7,433,552	7,308,662
Accumulated Depreciation	(6,922,205)	(6,765,664)
Total capital assets (net of accumulated depreciation)	<u>1,229,714</u>	<u>1,098,595</u>
TOTAL ASSETS	<u>\$ 3,476,354</u>	<u>\$ 3,126,881</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	51,222	50,614
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>51,222</u>	<u>50,614</u>
Long-term liabilities:		
Accrued leave	6,969	6,730
TOTAL LONG-TERM LIABILITIES	<u>6,969</u>	<u>6,730</u>
TOTAL LIABILITIES	<u>58,191</u>	<u>57,344</u>
NET POSITION		
Change in Net Position	307,728	261,761
Net investment in capital assets	166,086	322,627
Restricted	-	-
Unrestricted	2,944,349	2,485,149
TOTAL NET POSITION	<u>3,418,163</u>	<u>3,069,537</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,476,354</u>	<u>\$ 3,126,881</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended December 31, 2024

	FY 2025 BUDGET	FY 2025 BUDGET YTD	FY 2025 ACTUAL YTD	FY 2024 ACTUAL YTD	Variance Actual vs Budget
Operating revenues:					
Sewer user fees	\$ 511,617	\$ 255,809	\$ 293,906	\$ 281,332	15%
Permits	1,600	800	1,200	1,200	50%
Total operating revenues	513,217	256,609	295,106	282,532	15%
Operating expenses:					
Salaries	66,905	33,453	29,675	26,197	11%
Payroll Taxes	5,118	2,559	2,199	1,936	14%
Health/Dental & Life Ins.	16,351	8,176	6,769	6,559	17%
Retirement	4,738	2,369	2,418	2,258	-2%
Clothing & Uniforms	1,330	665	174	219	74%
Education & Training	820	410	245	50	40%
Telephone, Internet	1,500	750	514	471	31%
Professional Services	20,630	10,315	6,409	3,123	38%
Insurance	7,800	3,900	3,560	4,020	9%
Repair & Maintenance Pumps	53,950	26,975	16,235	30,755	40%
Repair & Maintenance Vehicle	2,000	1,000	3,096	1,871	-210%
Repair & Maintenance Other Equipment	1,500	750	-	-	100%
Operating Supplies	1,351	676	177	138	74%
Chemicals	115,000	57,500	26,400	50,895	54%
Gasoline, Oil	6,000	3,000	1,051	1,134	65%
Consumable Tools	500	250	-	-	100%
Depreciation	275,000	-	-	-	0%
Total operating expenses	580,493	152,747	98,922	129,626	35%
Operating income	(67,276)	103,862	196,184	152,906	-89%
Nonoperating revenues:					
Interest income	60,000	30,000	50,094	43,855	-67%
Other income - TDEC grant	666,646	333,323	-	-	100%
Gain (loss) on sale of assets	-	-	-	-	0%
Total nonoperating revenues (expenses)	726,646	363,323	50,094	43,855	86%
Income before contributions and transfers	659,370	467,185	246,278	196,761	47%
Contributions and transfers					
Tap and access fees	16,000	8,000	12,000	12,000	-50%
Capital contributions	55,850	27,925	49,450	53,000	-77%
Total contributions and transfers	71,850	35,925	61,450	65,000	-71%
Change in position	\$ 731,220	\$ 503,110	\$ 307,728	\$ 261,761	39%

City of Belle Meade, Tennessee
4 Year summary
Proprietary Fund (Sewer Fund)
December 31, 2024

ASSETS	FY 2025	FY 2024	FY 2023	FY 2022
Current assets:				
Cash and cash equivalents	\$ 64,381	\$ 205,649	\$ 192,316	\$ 136,919
Cash and cash equivalents- restricted	-	-	-	-
Investments	2,114,382	1,755,442	1,476,973	1,280,112
Receivables (net of allowance for uncollectible)	53,247	49,913	51,111	46,753
Prepays	3,560	3,844	2,697	2,570
Inventory	11,069	13,438	15,064	5,548
Total current assets	<u>2,246,639</u>	<u>2,028,286</u>	<u>1,738,161</u>	<u>1,471,902</u>
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	-	-
Improvements other than buildings	718,367	555,598	555,598	555,598
Machinery and equipment	7,433,552	7,308,662	7,114,210	6,883,315
Accumulated Depreciation	(6,922,205)	(6,765,664)	(6,499,371)	(6,251,659)
Total capital assets (net of accumulated depreciation)	<u>1,229,714</u>	<u>1,098,595</u>	<u>1,170,437</u>	<u>1,187,254</u>
TOTAL ASSETS	<u>\$ 3,476,354</u>	<u>\$ 3,126,881</u>	<u>\$ 2,908,598</u>	<u>\$ 2,659,156</u>
LIABILITIES				
Current Liabilities:				
Accounts payable	51,222	50,614	22,127	13,395
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>51,222</u>	<u>50,614</u>	<u>22,127</u>	<u>13,395</u>
Long-term liabilities:				
Accrued leave	6,969	6,730	4,431	4,543
TOTAL LONG-TERM LIABILITIES	<u>6,969</u>	<u>6,730</u>	<u>4,431</u>	<u>4,543</u>
TOTAL LIABILITIES	<u>58,191</u>	<u>57,344</u>	<u>26,558</u>	<u>17,938</u>
NET POSITION				
Change in Net Position	307,728	261,761	274,074	212,942
Net investment in capital assets	166,086	322,627	588,920	836,632
Restricted	-	-	-	-
Unrestricted	2,944,349	2,485,149	2,019,046	1,591,644
TOTAL NET POSITION	<u>3,418,163</u>	<u>3,069,537</u>	<u>2,882,040</u>	<u>2,641,218</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,476,354</u>	<u>\$ 3,126,881</u>	<u>\$ 2,908,598</u>	<u>\$ 2,659,156</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended December 31, 2024

	December		December		4 Year
	December 2024	2023 FY Actual	December 2022	2021 FY Actual	Average
	FY Actual YTD	YTD	FY Actual YTD	YTD	
Operating revenues:					
Sewer user fees	\$ 293,906	\$ 281,332	\$ 279,667	\$ 268,011	\$ 280,729
Permits	1,200	1,200	1,400	600	1,100
Total operating revenues	\$ 295,106	\$ 282,532	\$ 281,067	\$ 268,611	\$ 281,829
Operating expenses:					
Salaries	\$ 29,675	\$ 26,197	\$ 27,667	\$ 26,042	\$ 27,395
Payroll Taxes	2,199	1,936	2,060	1,843	2,010
Health/Dental & Life Ins.	6,769	6,559	5,876	4,181	5,846
Retirement	2,418	2,258	2,168	2,123	2,242
Clothing & Uniforms	174	219	695	629	429
Education & Training	245	50	-	585	220
Telephone, Internet	514	471	598	544	532
Professional Services	6,409	3,123	3,074	2,466	3,768
Insurance	3,560	4,020	2,698	2,546	3,206
Repair & Maintenance Pumps	16,235	30,755	9,402	8,693	16,271
Repair & Maintenance Vehicle	3,096	1,871	1,290	349	1,652
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	177	138	60	240	154
Chemicals	26,400	50,895	49,520	44,620	42,859
Gasoline, Oil	1,051	1,134	3,025	1,177	1,597
Consumable Tools	-	-	-	122	31
Depreciation	-	-	-	-	-
Total operating expenses	\$ 98,922	\$ 129,626	\$ 108,133	\$ 96,160	\$ 108,210
Operating income	\$ 196,184	\$ 152,906	\$ 172,934	\$ 172,451	\$ 173,619
Nonoperating revenues:					
Interest income	50,094	43,855	19,280	157	28,346
Other income	-	-	-	12,500	3,125
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	50,094	43,855	19,280	12,657	31,471
Income before contributions and transfers	246,278	196,761	192,214	185,108	205,090
Contributions and transfers					
Tap and access fees	12,000	12,000	14,000	6,000	11,000
Capital contributions	49,450	53,000	67,860	21,834	48,036
Total contributions and transfers	61,450	65,000	81,860	27,834	59,036
Change in position	\$ 307,728	\$ 261,761	\$ 274,074	\$ 212,942	\$ 264,126

City of Belle Meade - Stormwater
Condensed Financial Statement
December 31, 2024

	Fiscal 2025 Budget	YTD 2025 Budget	YTD December-24 Actual
Revenue			
Stormwater User Fees	\$ 296,000	\$ 296,000	\$ 293,342
	<u>\$ 296,000</u>	<u>\$ 296,000</u>	<u>\$ 293,342</u>
Expenditures			
Consultant's Services	72,960	36,480	9,382
Repair & Maintenance - Other	178,240	178,240	156,300
Other Improvements - Capital	500,000	-	-
	<u>\$ 751,200</u>	<u>\$ 214,720</u>	<u>\$ 165,682</u>
Net rev vs (net exp)	<u>\$ (455,200)</u>	<u>\$ 81,280</u>	<u>\$ 127,660</u>
Assets			
Cash		\$	127,660
Other receivables			-
Other assets			-
		<u>\$</u>	<u>127,660</u>
Liabilities and Reserves			
Payables and accrued liabilities			-
Fund Balance			-
Revenues < expenditures			127,660
		<u>\$</u>	<u>127,660</u>

City of Belle Meade - State Street Aid
Condensed Financial Statement
December 31, 2024

	Fiscal 2025 Budget	YTD 2025 Budget	YTD December-24 Actual	YTD December-23 Actual	YTD Actual vs Last Yr
Revenue					
Gasoline & Motor Fuel Tax	\$ 101,535	\$ 42,306	\$ 43,598	\$ 51,931	-16%
	<u>\$ 101,535</u>	<u>\$ 42,306</u>	<u>\$ 43,598</u>	<u>\$ 51,931</u>	<u>-16%</u>
Expenditures					
Street Lighting	67,500	33,750	31,264	31,288	0%
Repair & Maintenance - Roads & R-O-W	34,035	17,017	3,175	11,512	-72%
	<u>\$ 101,535</u>	<u>\$ 50,767</u>	<u>\$ 34,439</u>	<u>\$ 42,800</u>	<u>-20%</u>
Net rev vs (net exp)	<u>\$ 0</u>	<u>\$ (8,461)</u>	<u>\$ 9,159</u>	<u>\$ 9,131</u>	<u>0%</u>
Assets					
Cash			\$ 188,326	\$ 171,129	
Other receivables			8,557	16,890	
Other assets			-	-	
			<u>\$ 196,883</u>	<u>\$ 188,019</u>	
Liabilities and Reserves					
Payables and accrued liabilities			-	-	
Fund Balance			187,724	178,888	
Revenues < expenditures			9,159	9,131	
			<u>\$ 196,883</u>	<u>\$ 188,019</u>	

City of Belle Meade - Beautification Fund
Condensed Financial Statement
December 31, 2024

	Fiscal 2025 Budget	YTD 2025 Budget	YTD December-24 Actual	YTD December-23 Actual	YTD Actual vs Last Yr
Revenue					
Interest Earnings	\$ 2,000	\$ 1,000	\$ 1,332	\$ 2,169	-39%
Contributions-Memorials	500	250	1,250	850	47%
Contributions- Dues	75,000	37,500	16,085	8,290	94%
	<u>\$ 77,500</u>	<u>\$ 38,750</u>	<u>\$ 18,667</u>	<u>\$ 11,309</u>	<u>65%</u>
Expenditures					
Public Relations	4,000	2,000	290	352	-18%
Repair & Maintenance Services	12,000	6,000	6,480	6,300	3%
Horticultural Supplies & Services	64,500	32,250	31,888	24,010	0%
Other Improvements	185,000	-	350	-	0%
	<u>\$ 265,500</u>	<u>\$ 40,250</u>	<u>\$ 39,008</u>	<u>\$ 30,662</u>	<u>27%</u>
Net rev vs (net exp)	<u><u>\$ (188,000)</u></u>	<u><u>\$ (1,500)</u></u>	<u><u>\$ (20,341)</u></u>	<u><u>\$ (19,353)</u></u>	<u><u>5%</u></u>
Assets					
Cash			\$ 268,264	\$ 252,385	
Other receivables				-	
Other assets			-	-	
			<u>\$ 268,264</u>	<u>\$ 252,385</u>	
Liabilities and Reserves					
Payables and accrued liabilities			-	-	
Fund Balance			288,605	271,738	
Revenues < expenditures			(20,341)	(19,353)	
			<u>\$ 268,264</u>	<u>\$ 252,385</u>	

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**City of Belle Meade
Investment Schedule
Certificates of Deposit Laddering
January 31, 2025**

First Horizon Advisors Account	2025	
	Current Period	
Beginning Balance	\$	8,144,869.73
Additions & Withdrawals		(275,856.83)
Interest Income		24,856.83
Taxes, Fees & Expenses		-
Change in Value		(20,581.34)
Ending Balance	\$	7,873,288.39

Interest Income (includes First Horizon Checking Account):

July 2024	\$	25,222.82
August		13,563.83
September		42,525.44
October		17,003.81
November		40,176.29
December		27,788.35
January 2025		24,856.83

TOTAL	\$	191,137.37
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City of Belle Meade**Investment Schedule - General Fund****Local Government Investment Pool****Balance at January 31, 2025**

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 9,587,779	4.42%	4.56%	Earnings rate is monthly average
<u>Interest Earnings</u>					
	Current month		\$ 35,821.43		
	Fiscal year-to-date		\$ 263,678.15		
<u>Cash Transfers</u>					
<u>From Investment Pool to Operating Cash (withdrawal):</u>					
	01/21/2025		\$ 150,000.00		
	Total		\$ 150,000.00		
<u>From Operating Cash to Investment Pool (deposit):</u>					
	01/07/2025		\$ 550,000.00		
	Total		\$ 550,000.00		
<u>Restricted funds in the LGIP balance:</u>					
**** American Rescue Plans Act (ARPA) fund restricted for specific uses.				\$ 647,104.00	
** David & Cindy Wilds Exemplary Service Award funds restricted to police department employees per specific guidelines.				11,697.49	
				\$ 658,801.49	

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City of Belle Meade**Investment Schedule - Sewer Fund
Local Government Investment Pool
Balance at January 31, 2025**

<u>Investment Type</u>	<u>Financial Institution</u>	<u>Balance</u>	<u>Current Rate</u>	<u>Previous Rate</u>	<u>Comments</u>
Liquid Investment Account	Local Government Investment Pool	\$ 2,022,186	4.42%	4.56%	Earnings rate is monthly average
<u>Interest Earnings</u>					
	Current month		\$ 7,804.12		
	Fiscal year-to-date		\$ 57,897.82		
<u>Cash Transfers</u>					
<u>From Investment Pool to Operating Cash (withdrawal):</u>					
	January 21, 2025		\$ 100,000.00		
	Total		\$ 100,000.00		
<u>From Operating Cash to Investment Pool (deposit):</u>					
	Total		\$ -		

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Date/Time: 2/12/2025 10:09 AM

City of Belle Meade
Payment Register By Date

User: Leigh Mills
Page 1 of 6

<u>Bank Name</u>	<u>Bank Number</u>					
Employee Fund	000000000001					

<u>Payment Number</u>	<u>Payment Type</u>	<u>Check Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
1118	CHK	Regular	Bankcard Center	1230	01/09/2025	\$9,148.07
Bank Total:						\$9,148.07
Bank Payment Count:						1

Date/Time: 2/12/2025 10:09 AM

City of Belle Meade
Payment Register By DateUser: Leigh Mills
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Bank Name	Bank Number
General Fund Operating Account	000000000001
Checking	

Payment Number	Payment Type	Check Type	Vendor Name	Vendor ID	Payment Date	Payment Amount
13810	CHK	Regular	Ameritas Life Insurance Corp.	415	01/09/2025	\$270.67
13811	CHK	Regular	Anderson Brothers Auto Repair	1562	01/09/2025	\$967.62
13812	CHK	Regular	Bankcard Center	1230	01/09/2025	\$4,564.04
13813	CHK	Regular	Bartlett Tree Experts	1571	01/09/2025	\$3,848.00
13814	CHK	Regular	Bridgestone/Firestone, Inc.	1561	01/09/2025	\$288.75
13815	CHK	Regular	CMS Uniforms & Equipment	150	01/09/2025	\$1,402.75
13816	CHK	Regular	Delta Dental of Tennessee	214	01/09/2025	\$1,732.78
13817	CHK	Regular	Element 47, LLC	1283	01/09/2025	\$165.00
13818	CHK	Regular	FW Publishing, LLC	330	01/09/2025	\$350.00
13819	CHK	Regular	Gibbs Brothers Const., Inc.	331	01/09/2025	\$2,970.00
13820	CHK	Regular	Goodyear Tire & Rubber Co.	332	01/09/2025	\$728.10
13821	CHK	Regular	Hart Hardware - Belle Meade	420	01/09/2025	\$56.98
13822	CHK	Regular	ITS Dept. (Radio Communications)	1067	01/09/2025	\$874.00
13823	CHK	Regular	J & J Services, Inc.	1286	01/09/2025	\$656.35
13824	CHK	Regular	Keystone Business Solutions	475	01/09/2025	\$905.45
13825	CHK	Regular	LexisNexis Risk Solutions	518	01/09/2025	\$200.00
13826	CHK	Regular	Lowes Business Acct/Synco	496	01/09/2025	\$523.70
13827	CHK	Regular	Mack Mangrum	560	01/09/2025	\$870.00
13828	CHK	Regular	Metro Nashville Public Schools	597	01/09/2025	\$7,316.75
13829	CHK	Regular	O'Reilly Auto Parts	1176	01/09/2025	\$413.79
13830	CHK	Regular	RVM Communications, LLC	1426	01/09/2025	\$342.86
13831	CHK	Regular	Shred On The Run	824	01/09/2025	\$50.00
13832	CHK	Regular	Staples Advantage	816	01/09/2025	\$59.64
13833	CHK	Regular	Steakley Plumbing Co.	1428	01/09/2025	\$830.00
13834	CHK	Regular	TAUD	1101	01/09/2025	\$370.00
13835	CHK	Regular	Tennessee Department Of Safety	883	01/09/2025	\$194.75
13836	CHK	Regular	Tennessee Dept. Of Revenue - Registration F	865	01/09/2025	\$166.25
13837	CHK	Regular	Treasurer, St. Of Tennessee	19	01/09/2025	\$100.00
13838	CHK	Regular	UniFirst Corporation	985	01/09/2025	\$100.26
13839	CHK	Regular	Wells Fargo Financial Leasing, Inc.	1478	01/09/2025	\$639.20
13840	CHK	Regular	Wex Bank	1037	01/09/2025	\$5,112.59

Date/Time: 2/12/2025 10:09 AM

City of Belle Meade
Payment Register By Date

User:

Leigh Mills
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13841	CHK	Regular	All Traffic Solutions, Inc.	1574	01/16/2025	\$3,285.62
13842	CHK	Regular	Barge Civil Associates, LLC	83	01/16/2025	\$6,835.00
13843	CHK	Regular	benesch	1511	01/16/2025	\$7,670.25
13844	CHK	Regular	Bridgestone/Firestone, Inc.	1561	01/16/2025	\$973.79
13845	CHK	Regular	CEC, Inc.	151	01/16/2025	\$11,299.72
13846	CHK	Regular	Chano & Sons, Inc.	1491	01/16/2025	\$1,749.00
13847	CHK	Regular	Clean Earth Collections LLC	168	01/16/2025	\$15,700.00
13848	CHK	Regular	CMS Uniforms & Equipment	150	01/16/2025	\$36.79
13849	CHK	Regular	Koorsen Fire & Security	483	01/16/2025	\$891.55
13850	CHK	Regular	KraftCPAs PLLC	471	01/16/2025	\$9,690.00
13851	CHK	Regular	Maricruz Flores	1563	01/16/2025	\$75.00
13852	CHK	Regular	Martin & Zerfoss, Inc.	570	01/16/2025	\$2,442.00
13853	CHK	Regular	Miller & Martin PLLC	1116	01/16/2025	\$5,000.00
13854	CHK	Regular	MUTUAL OF OMAHA	1112	01/16/2025	\$1,156.27
13855	CHK	Regular	O'Reilly Auto Parts	1176	01/16/2025	\$102.66
13856	CHK	Regular	Office Depot	652	01/16/2025	\$183.41
13857	CHK	Regular	Sammie Gibbs Construction	818	01/16/2025	\$59,857.00
13858	CHK	Regular	TBI - Fiscal Services	930	01/16/2025	\$560.00
13859	CHK	Regular	UniFirst Corporation	985	01/16/2025	\$33.42
13860	CHK	Regular	Franklin Disposal LLC	1115	01/24/2025	\$33,417.20
13861	CHK	Regular	Metro Nashville Public Schools	597	01/24/2025	\$6,477.24
13862	CHK	Regular	Quadient Leasing USA, Inc. (Formerly Neop	641	01/24/2025	\$617.67
13863	CHK	Regular	SkyCop, Inc.	1315	01/24/2025	\$29,042.99
13864	CHK	Regular	UniFirst Corporation	985	01/24/2025	\$33.42
13865	CHK	Regular	Verizon Wireless	992	01/24/2025	\$1,001.41
Bank Total:						\$235,201.69
Bank Payment Count:						56

<u>Bank Name</u>	<u>Bank Number</u>					
Sewer Fund Operating Account - Checking	000000000001					
<u>Payment Number</u>	<u>Payment Type</u>	<u>Check Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
1725	CHK	Regular	Bridgestone/Firestone, Inc.	1561	01/09/2025	\$102.39
1726	CHK	Regular	Hart Hardware - Belle Meade	420	01/09/2025	\$19.44
1727	CHK	Regular	Septic Maintenance	776	01/09/2025	\$450.00
1728	CHK	Regular	Treasurer, St. Of Tennessee	19	01/09/2025	\$50.00
1729	CHK	Regular	LDA Engineering	1566	01/16/2025	\$107,367.50
1730	CHK	Regular	Wascon, Inc.	997	01/16/2025	\$9,038.63
Bank Total:						\$117,027.96
Bank Payment Count:						6

Date/Time: 2/12/2025 10:09 AM		City of Belle Meade Payment Register By Date			User: Leigh Mills Page 5 of 6	
<u>Bank Name</u>		<u>Bank Number</u>				
Stormwater Operating Account		2000049300				
<u>Payment Number</u>	<u>Payment Type</u>	<u>Check Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
10011	CHK	Regular	Roadrunner Sweeping	1380	01/09/2025	\$1,520.00
Bank Total:						\$1,520.00
Bank Payment Count:						1

Date/Time: 2/12/2025 10:09 AM

City of Belle Meade

Payment Register By Date

User: Leigh Mills

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Bank Name		Bank Number				
Street Aid Operating Account		000000000001				
Checking						
Payment Number	Payment Type	Check Type	Vendor Name	Vendor ID	Payment Date	Payment Amount
1261	CHK	Regular	Verizon Wireless	992	01/24/2025	\$1,256.67
Bank Total:						\$1,256.67
Bank Payment Count:						1
Grand Total:						\$364,154.39
Grand Payment Count:						65



LDA Engineering
110 Tyson Blvd Suite 200
Alcoa, TN 37701
Phone (865) 573-7672 * Fax (865) 573-1352

February 07, 2025

Invoice No: BMD401 - 5

City of Belle Meade
 4705 Harding Pike
 Nashville, TN 37205

Professional Services from January 01, 2025 to January 31, 2025

Phase 01 Conduct Asset Inventory Assessment
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
	35,250.00	100.00	35,250.00	20,797.50	14,452.50
Total Fee	35,250.00		35,250.00	20,797.50	14,452.50
Total Fee					14,452.50
Total this Phase					\$14,452.50

Phase 02 Assist with Asset Management Software
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
	56,500.00	25.00	14,125.00	5,650.00	8,475.00
Total Fee	56,500.00		14,125.00	5,650.00	8,475.00
Total Fee					8,475.00
Total this Phase					\$8,475.00

Phase 03 Perform Data Collection
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
	503,500.00	40.00	201,400.00	140,980.00	60,420.00
Total Fee	503,500.00		201,400.00	140,980.00	60,420.00
Total Fee					60,420.00
Total this Phase					\$60,420.00

Phase 04 Develop Asset Management Plan
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
	167,750.00	5.00	8,387.50	3,355.00	5,032.50
Total Fee	167,750.00		8,387.50	3,355.00	5,032.50
Total Fee					5,032.50

Project	BMD401	BMD401 Sanitary Sewer Asset Management		Invoice	5
				Total this Phase	\$5,032.50
				Total this Invoice	\$88,380.00
Billings to Date					
	Current	Prior	Total		
Fee	88,380.00	170,782.50	259,162.50		
Totals	88,380.00	170,782.50	259,162.50		





Taylor Hagood
Principal and Client Service Lead

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LDA ENGINEERING

110 Tyson Blvd., Suite 200
Alcoa, TN 37701

Progress Report

Project Title: City of Belle Meade Asset Management Plan

LDA Project Number: BMD401

Report Period: January 1, 2025 – January 31, 2025

The following provides a brief description of the work performed on the referenced project during the above time period and provides a summary of any project issues.

Activities this Invoice

1. Project Management Activities
2. Meetings/ Workshops with the City
3. Conduct Asset Inventory Assessment
4. Assist with Asset Management Software Procurement
5. Perform Data Collection, Integrate Asset Registry, and Mapping
6. Develop Asset Management Plan and Funding Strategy

Activities Planned for Next Month

1. Project Management Activities
2. Meetings/ Workshops with the City
3. Conduct Asset Inventory Assessment
4. Assist with Asset Management Software Procurement
5. Perform Data Collection, Integrate Asset Registry, and Mapping
6. Develop Asset Management Plan and Funding Strategy

Budget Status

1. Based on an evaluation of the effort to complete, the project is financially on track.

Schedule Status

1. The project is on schedule.

Project Issues

1. There are no project issues pending.

Change Management

1. There are no change management issues pending.

Taylor Hagood
Principal and Client Service Lead

Invoice

Civil & Environmental Consultants, Inc.
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Jennifer Moody
 City Of Belle Meade
 4705 Harding Road
 Nashville, TN 37205

January 31, 2025
 Project No: 040-655
 Invoice No: 459760

Project 040-655 City of Belle Meade Develop BMP Manual

email: jmoody@citybellemeades.org

cc: lmills@citybellemeades.org

Professional Services through December 31, 2024

Task 0004 Engineering review services

Professional Fees

	Hours	Rate	Amount
Casey, Steven	.50	270.00	135.00
4400 Iroquois Ave - 4th review including Teams mtg w/ engineer			
Casey, Steven	1.00	270.00	270.00
4444 Tyne Blvd.- 2nd review			
Casey, Steven	.50	270.00	135.00
112 Lynnwood Blvd - as-built review			
Casey, Steven	.50	270.00	135.00
1207 Canterbury Dr - mtg w/ Ron Hale, engineer, to discuss construction revision			
Casey, Steven	.25	270.00	67.50
212 Clarendon - 2nd as-built review			
Casey, Steven	.25	270.00	67.50
300 Sunnyside Drive - 1st review			
Casey, Steven	.25	270.00	67.50
402 Ellendale Ave - 2nd as-built review			
Casey, Steven	.25	270.00	67.50
424 Westview Ave - 3rd review			
Casey, Steven	.25	270.00	67.50
424 Westview Avenue - 4th review			
Casey, Steven	.25	270.00	67.50
436 Lynnwood Blvd - as-built review			
Casey, Steven	.75	270.00	202.50
4400 Iroquois Ave - 4th review			
Casey, Steven	.25	270.00	67.50
4400 Iroquois Ave - reviewing Barracuda WQ treatment testing data			
Casey, Steven	.25	270.00	67.50
4415 Harding Pl - 2nd review			
Casey, Steven	.25	270.00	67.50
4415 Harding Place - 1st review			
Casey, Steven	.25	270.00	67.50
4434 Shephard Pl - 1st as-built review			
Casey, Steven	.25	270.00	67.50
4444 Tyne Blvd - Teams mtg w/ engineer to discuss recent comments			

Civil Engineering | Environmental Engineering & Sciences | Ecological Sciences | Waste Management | Water Resources

Project	040-655	City of Belle Meade Develop BMP Manual		Invoice	459760
Casey, Steven		.25	270.00	67.50	
621 Westview Ave - 3rd construction revision review					
Casey, Steven		.50	270.00	135.00	
Fleisher Pool (112 Lynnwood Blvd) As-built Teams Meeting to discuss floodplain fill NOV					
Casey, Steven		.50	270.00	135.00	
project mgmt					
Guy-Baker, Christine		.25	194.00	48.50	
300 Sunnyside Drive 2nd Review					
Guy-Baker, Christine		.50	194.00	97.00	
414 Ellendale Avenue As-Built 2nd Review					
Guy-Baker, Christine		.75	194.00	145.50	
4400 Iroquois Ave 4th Review					
Guy-Baker, Christine		.25	194.00	48.50	
4400 Iroquois Ave 4th Review (Call w/ Engineer)					
Guy-Baker, Christine		.25	194.00	48.50	
4400 Iroquois Avenue 4th Review Email Response					
Guy-Baker, Christine		.50	194.00	97.00	
4406 Chickering Lane Construction Revision 1st Review					
Guy-Baker, Christine		.25	194.00	48.50	
4444 Tyne Blvd 2nd Review (Call w/ Engineer)					
Hair, Kalei		1.00	121.00	121.00	
424 Westview As-built 3rd review;					
Hair, Kalei		.50	121.00	60.50	
Add 402 Ellendale Ave to SCM inventory;					
Hair, Kalei		.50	121.00	60.50	
Add 436 Lynnwood Blvd to SCM inventory;					
Hair, Kalei		.25	121.00	30.25	
Add 436 Lynnwood Blvd to SCM inventory;					
Hair, Kalei		.25	121.00	30.25	
1106 Nichol Lane 3rd Review;					
Hair, Kalei		1.00	121.00	121.00	
212 Clarendon Ave as-built site visit;					
Hair, Kalei		.75	121.00	90.75	
300 Sunnyside Dr 2nd review;					
Hair, Kalei		.75	121.00	90.75	
402 Ellendale Ave 2nd As-built review;					
Hair, Kalei		.50	121.00	60.50	
424 Westview Ave 4th review;					
Hair, Kalei		1.50	121.00	181.50	
4400 Iroquois Ave 4th Review;					
Hair, Kalei		.25	121.00	30.25	
4401 Iroquois Ave. 1st Review;					
Hair, Kalei		2.25	121.00	272.25	
4406 Chickering Ln Construction Revision 1st Review;					
Hair, Kalei		.50	121.00	60.50	
4415 Harding Pl 2nd Review;					
Hair, Kalei		1.00	121.00	121.00	
4434 Sheppard Place as-built;					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
1106 Nichol Lane, 3rd Review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
212 Clarendon Avenue, As-built, 2nd review					

Project	040-655	City of Belle Meade Develop BMP Manual		Invoice	459760
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
300 Sunnyside Drive, 1st Review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
300 Sunnyside Drive, 2nd Review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
402 Ellendale Avenue, 2nd As-built Review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
424 Westview Avenue, 3rd Review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
424 Westview Avenue, 4th review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
436 Lynnwood Blvde, 2nd As-built Review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
4400 Iroquois Avenue, 4th rev.					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
4406 Chickering Lane CR, 1st Review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
4415 Harding Place, 1st Review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
4415 Harding Place, 2nd Review					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
444 Tyne Blvd.					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
621 Westview					
3rd CR Review					
Thornton, Joseph		.50	163.00	81.50	
212 Clarendon Ave - 2nd As-built Review & Call with Engineer					

Civil Engineering | Environmental Engineering & Sciences | Ecological Sciences | Waste Management | Water Resources

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Project	040-655	City of Belle Meade Develop BMP Manual		Invoice	459760
Thornton, Joseph		1.75	163.00	285.25	
212 Clarendon Ave - Asbuilt site inspection/ 2nd Asbuilt review					
Thornton, Joseph		.50	163.00	81.50	
4434 Sheppard Place - 1st Asbuilt Review/Site Inspection Prep					
Thornton, Joseph		1.25	163.00	203.75	
4434 Sheppard Place - Site Inspection, 1st Asbuilt review					
Thornton, Joseph		.75	163.00	122.25	
4444 Tyne Blvd - 2nd Call with Jake Wolfington pertaining to 2nd Review Comments, coordination					
Thornton, Joseph		1.00	163.00	163.00	
1106 Nichol Lane - 3rd Asbuilt Review					
Thornton, Joseph		.75	163.00	122.25	
112 Lynnwood Blvd - Asbuilt Review					
Thornton, Joseph		.75	163.00	122.25	
112 Lynnwood Blvd - Asbuilt Review Call with Engr					
Thornton, Joseph		1.00	163.00	163.00	
112 Lynnwood Blvd - Asbuilt Review of cut fill analysis					
Thornton, Joseph		.50	163.00	81.50	
300 Sunnyside Dr - 1st Review					
Thornton, Joseph		.75	163.00	122.25	
300 Sunnyside Dr - 2nd Review					
Thornton, Joseph		.75	163.00	122.25	
402 Ellendale Ave - 2nd Asbuilt Review					
Thornton, Joseph		.25	163.00	40.75	
402 Ellendale Ave - 2nd As-built Review					
Thornton, Joseph		.75	163.00	122.25	
414 Ellendale Ave - 2nd Asbuilt Review					
Thornton, Joseph		1.00	163.00	163.00	
424 Westview Ave - 3rd Review					
Thornton, Joseph		.75	163.00	122.25	
424 Westview Ave - 4th Review					
Thornton, Joseph		.50	163.00	81.50	
436 Lynnwood Blvd - 2nd Asbuilt Review					
Thornton, Joseph		1.00	163.00	163.00	
436 Lynnwood Blvd - Asbuilt Review					
Thornton, Joseph		.50	163.00	81.50	
436 Lynnwood Blvd - Asbuilt Review Call with Engr					
Thornton, Joseph		4.50	163.00	733.50	
4400 Iroquois Ave - 4th review					
Thornton, Joseph		.25	163.00	40.75	
4400 Iroquois Ave - 4th Review Email with Engr					
Thornton, Joseph		.25	163.00	40.75	
4400 Iroquois Ave - 4th Review Questions with Engineer					
Thornton, Joseph		1.75	163.00	285.25	
4400 Iroquois Ave - 4th review, call with engineer					
Thornton, Joseph		1.25	163.00	203.75	
4406 Checkering Ln - construction revision 1st review					
Thornton, Joseph		.50	163.00	81.50	
4415 Harding Place - 1st Review					
Thornton, Joseph		.75	163.00	122.25	
4415 Harding Place - 2nd Review					
Thornton, Joseph		.25	163.00	40.75	
4415 Sheppard Place - 1st Asbuilt Review					
Thornton, Joseph		3.25	163.00	529.75	
4444 Tyne Blvd - 2nd Review					
Thornton, Joseph		.50	163.00	81.50	
4444 Tyne Blvd - 2nd Review Call with engineer					
Thornton, Joseph		1.00	163.00	163.00	

Civil Engineering | Environmental Engineering & Sciences | Ecological Sciences | Waste Management | Water Resources

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Project	040-655	City of Belle Meade Develop BMP Manual	Invoice	459760
4444 Tyne Blvd - Call with Jake Wolfington pertaining to 2nd Review Comments				
Thornton, Joseph	.25	163.00	40.75	
533 Belle Meade Blvd - Call with Engineer on as-built review				
Thornton, Joseph	.50	163.00	81.50	
621 Westview Ave - 3rd Construction Revision Review				
	54.50		8,995.50	
				8,995.50
Unit Billing				
Vehicle Mileage (.67/mile)		30.0 Miles @ 0.67	20.10	
Total Units		1.0 times	20.10	20.10
		Total this Task		\$9,015.60
		Amount Due This Invoice		\$9,015.60

Remit to:
 Civil & Environmental Consultants Inc.
 P.O. Box 644246
 Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

January 27, 2025

Ms. Jennifer Moody, City Manager
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

Dear Ms. Moody:

Subject: Invoice for Engineering Review Services
CEC Project No. 040-655 Task 0004

Enclosed is Civil & Environmental Consultants, Inc. (CEC) invoice for services through December 31, 2024. The following table breaks out the cost associated with each project. CEC recommends that you place the following highlighted statement on each applicant invoice the City sends for reimbursement: Please note, you may receive another invoice for the same review (e.g. first review) as CEC's billing period ends on different dates each month. Each billing period is four weeks long.

Project Site (Last name of applicant)	Invoice Amount
4400 Iroquois Avenue (Edwards residence)	\$1,957.44
1207 Canterbury Drive (Hayles residence)	\$142.94
212 Clarendon Avenue (Morgan residence)	\$593.49
300 Sunnyside Drive (Lynch residence)	\$458.94
402 Ellendale Avenue (Holmes residence)	\$409.94
424 Westview Avenue (Chestnut property)	\$650.19
436 Lynnwood Boulevard (Montgomery residence)	\$512.44
4415 Harding Place (Paine residence)	\$488.44
4434 Sheppard Place (El Gammal residence)	\$491.74
4444 Tyne Boulevard (Echols residence)	\$1,310.69
621 Westview Avenue (Murfree residence)	\$177.19
112 Lynnwood Boulevard (Fleischer residence)	\$685.44
414 Ellendale Avenue (Cochran residence)	\$227.19
4406 Chickering Lane (4406 Chickering Lane Trust Property)	\$601.19
1106 Nichol Lane (Fulmer residence)	\$221.44
4401 Iroquois Avenue (Scott residence)	\$38.20
533 Belle Meade Boulevard (Palmer residence)	\$48.70

Ms. Jennifer Moody, City Manager
CEC Project 040-655
Page 2
January 27, 2025

Thank you for the opportunity to assist the City by providing engineering review services for land disturbing activity and other storm water and sanitary sewer related issues within the City. Please call me at 333-7797 if you have any questions concerning this project or this invoice.

Very truly yours,
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Steve Casey", is written over a light blue circular stamp.

Steven E. Casey, P.E., CPESC
Senior Principal
Enclosure

**Landscape Services, Inc.**

PO Box 200569
 Dallas, TX 75320-0569
 615-391-3434
 payments@lsipros.net
 www.LSIpros.com

Invoice 182751

PO#

BILL TO:

Belle Meade, City of
 4705 Harding Rd
 Nashville, TN 37205

PROPERTY ADDRESS:

Belle Meade, City of
 4705 Harding Road
 Nashville, TN 37205

INVOICE DATE
 01/29/2025

PLEASE PAY
 \$8,950.00

DUE UPON
 CONTRACT TERMS

DESCRIPTION	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
#73675 - Land Clearing and Mulching at Caldwell Meadow				

LSI will provide the following scope of work for the Caldwell Meadow Clearing Project:

- Forestry mulching to remove all trees and vegetation 6" in caliper or less in size only in the area designated as phase 1 of the Caldwell Meadow Land Clearing project. If any larger trees need removal, and extra charge will apply. Trees desired to remain by owner will be clearly marked by owner prior to start of work. Areas within the 'Natural Wooded Area' will remain as is or as per its current state (no clearing).
- Includes elevation pruning on select remaining trees to create 12-15 feet of ground clearance from the limb tips of the trees.
- LSI will cut all vines hanging from trees at ground level to a height of 12-15 feet ONLY. This price does not include removing the vines from the canopy of trees. The high vines will remain for this phase of work. The City will likely need to budget additional funds for vine removal in the remaining trees, above 15' height. This proposal does NOT include removal of high canopy vines, and there appears to be several trees that have many vines within their canopies. An extra

Page 1 of 3

charge will apply to remove such high vines, but until phase 1 of this project is complete, we are unable to determine how extensive the vine removal project will be.

- All generated foliage debris over 6" in size will be removed and hauled off site.
- LSI will NOT provide any topsoil to spread on top of the existing soil surface to assist with fine grading and providing a smooth surface. If imported topsoil is needed, an extra charge will apply.

NOTES:

- Natural/Wooded Rear buffer border to be marked by owner prior to work beginning.
- This proposal does NOT include applying any meadow mix type seed or installing meadow mix plugs to the designated semi-natural or meadow areas. An extra charge if desired to have meadow mix seed installed.
- This proposal does NOT include the cost of municipal, city or county permitting. Any permitting required will be notified by the customer, and such would result in an extra charge.
- This proposal does NOT include traffic control other than installing cones. If police presence is needed, if traffic operators is required, or if an official traffic review and related features are required, an extra charge will apply to accommodate for traffic control measures.
- If there are any unforeseen large objects within the area, that need to be hauled away, an extra charge will apply.
- If there is an abnormal amount of trash to be hauled away, an extra charge will apply.
- This proposal does NOT include watering of seeded areas. An extra charge will apply if desired or needed, upon approval.

TOTAL PROJECT PRICE = \$8,950



INVOICE TOTAL	\$8,950.00
LESS PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$8,950.00

THANK YOU.

Jennifer Mordy
1/29/2025
Beautification Fund
#123-44130-930

Please enter email address if you would rather have your invoices emailed:

MILLER & MARTIN PLLC
Attorneys at Law

Tax ID Number: 62-0449014
Telephone (423) 756-6600
Facsimile (423) 785-8480

ATLANTA, GA
CHARLOTTE, NC
CHATTANOOGA, TN
NASHVILLE, TN

Remittance Address:
832 Georgia Avenue, Suite 1200
Chattanooga, TN 37402-2289

February 4, 2025
29711.0001 DB
Invoice: 808913

Jennifer Moody
City Manager
City of Belle Meade, TN
4705 Harding Road
Nashville, TN 37205

Re: General

For legal services rendered through January 31, 2025:

Total Services	\$5,000.00
Total Expenses	\$0.00
Total This Invoice	\$5,000.00

Previous Balance as of February 4, 2025, \$0.00
Please Disregard if Payment Has Been Made

TOTAL BALANCE DUE INCLUDING THIS INVOICE **\$5,000.00**



Omnigo Software, LLC
Phone 800-814-4843
www.omnigo.com

Invoice: I-OS020963

Invoice Date: 2/13/2025

Due Date: 3/15/2025

FEIN/TIN: 43-1507250

Bill To

BELLE MEADE POLICE DEPARTMENT
4705 Harding Pike
Nashville TN 37205
United States

Ship To

BELLE MEADE POLICE DEPARTMENT
4705 Harding Pike
Nashville TN 37205
United States

Client ID: 1004280		PO #: 110-3922		Quote #: Q-44602	
Product Description	Start Date	End Date	Cost	Qty	Amount
ITI - Records Management (RMS)	4/1/2025	9/30/2025	\$1,037.41	4	\$4,149.64
ITI - Computer Aided Dispatch Workstations	4/1/2025	9/30/2025	\$5,311.53	0.5	\$2,655.76
ITI NIBRS - Tennessee	4/1/2025	9/30/2025	\$1,292.73	0.5	\$646.36
ITI RMS - Summons Import for Handheld Ticketwriter	4/1/2025	9/30/2025	\$1,406.00	0.5	\$703.00
ITI - Asset / Fleet Management	4/1/2025	9/30/2025	\$890.46	0.5	\$445.23
Omnigo Eversure: Continuous Training, Consulting, and Support	4/1/2025	9/30/2025	\$0.00	0.5	\$0.00

Please pay promptly. Invoices not paid by the due date may cause an interruption in service.

Refer all questions to:

Accounts Receivable
800-814-4843 Ext. 304
AR@omnigo.com

Please reference invoice # I-OS020963 on your payment.
Thank you for your business.

Subtotal	USD \$8,599.99
* Sales Tax	\$0.00
Ship & Hand.	
Total Invoice	\$8,599.99
Payment Rcvd.	\$0.00
Total Due \$	USD \$8,599.99

Remit To:

Omnigo Software
PO Box 734008
Chicago, IL 60673-4008

ACH/Wire Bank Information:

JP Morgan Chase Bank
7100 S 76th Street Franklin, WI 53132
Phone: 414-529-6201
Routing Number: 075000019
Account Number: 724099684
Swift Code (BIC): CHASUS33

To pay by credit card please click here:

[PAY INVOICE](#)

*If you are charged sales tax but should be exempt, please forward your valid exemption certificate to ar@omnigo.com



Franklin Disposal
P.O.Box 681627
Franklin,Tennessee 37068
United States
franklindisposal@gmail.com

Billing Address

Attn:City Of Belle Meade
City Of Belle Meade
4705 Harding Rd Belle Meade, TN 37205
✉ Imills@citybellemead.org

Shipping Address:

Attn:City Of Belle Meade
4705 Harding Rd
Belle Meade, TN 37205
✉ Imills@citybellemead.org

Invoice: chz126235

Date: 01/15/2025

Due Date: 01/25/2025

Product/Services	Qty	Unit Rate	Amount
2 - Garbage service February 2025	1.00	\$33,417.20	\$33,417.20
Subtotal			\$33,417.20
Tax 0.00%			\$0.00
Total			\$33,417.20
Payment			\$0.00
Balance			\$33,417.20

Payments powered by Chargezoom
[Terms of Service](#) | [Privacy Policy](#)



Franklin Disposal
P.O.Box 681627
Franklin, Tennessee 37068
United States
franklindisposal@gmail.com

Billing Address

Attn:City Of Belle Meade
City Of Belle Meade
4705 Harding Rd Belle Meade, TN 37205
✉ lmills@citybellemead.org

Shipping Address:

Attn:City Of Belle Meade
4705 Harding Rd
Belle Meade, TN 37205
✉ lmills@citybellemead.org

Invoice: chz127016**Date:** 02/13/2025**Due Date:** 02/23/2025

Product/Services	Qty	Unit Rate	Amount
2 - Garbage service March 2025	1.00	\$33,417.20	\$33,417.20
		Subtotal	\$33,417.20
		Tax 0.00%	\$0.00
		Total	\$33,417.20
		Payment	\$0.00
		Balance	\$33,417.20

Payments powered by Chargezoom

[Terms of Service](#) | [Privacy Policy](#)

412-58210-930

1/1/17



Straeffer Pump & Supply, Inc

Remit Payment To:
PO Box 99
Chandler, IN 47610
PH: 812.476.3075 FX: 812.476.5164
ddietrich@straefferpump.com
www.straefferpump.com



INVOICE

Date	Invoice #
12/31/2024	43460

Bill To				Ship To (Same As Bill To unless noted)			
City of Belle Meade, TN 4705 Harding Rd Nashville, TN 37205 H - EMAIL				City of Belle Meade, TN			
Pump S/N		Terms	Net 30	TAG:			
KM Job #	Customer P.O. No.	Buyer	Job No	Main Job #	Job Name	Ter	
	3941	Kevin Weddle				9	
Qty	Item Code	Description	Price Each	Amount			
10	WGL20-21-20	Myers, Grinder Pump, 2HP, 1/230 volt, 20' cord, full diameter impeller	1,744.00	17,440.00			
Thank you for your business.						Total \$17,440.00	
DUE TO THE RISING COST OF CHARGE CARD PROCESSING FEES, EFFECTIVE SEPTEMBER 1, 2015, WE WILL BE ADDING A 3% CHARGE CARD PROCESSING FEE TO ALL PAYMENTS MADE VIA CREDIT CARD.							
TERMS: NET 30 DAYS, 1 1/2% PER MONTH SERVICE CHARGE WILL BE ADDED TO PAST DUE ACCOUNTS AS WELL AS ALL COSTS AND EXPENSES INCURRED IN COLLECTING ANY AMOUNTS DUE. INCLUDING ATTORNEY'S AND COLLECTION FEES. PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE ISSUED.							

Account #

APPLIED CONCEPTS, INC.
STALKER RADAR

Inv Date : 08 JAN 2025

Page 1 of 1

P/O #: 110-3942

Send Payment to:**P.O. Box 972943****Dallas, TX 75397-2943****Physical Address:****855 E. Collins Blvd.****Richardson, TX 75081****INVOICE 450489****Due Date : 07 FEB 2025**

B 372051
I City of Belle Meade
L 4705 Harding Pike
L Nashville, TN 37205-2809
ATTN: Accounts Payable

S Belle Meade Police Dept
H 4705 Harding Pike
I Nashville, TN 37205-2809
P ATTN: Chief Chuck Williams

T
O

T
O

Ship Date	Ship Via	Terms	Type	F.O.B.	SLS	Sales Order
01/08/25	FedEx Ground	Net 30 days	Domestic Sale	Dest	32	309984
Ordered	Shipped	Part Number / Description			Price	Extended Amount
4	4	200-0998-50 Dual Enhanced Counting Unit, 1.5 PCB, ARM Processor serial # 3438 4632 4637 4642			2,045.00	\$8,180.00
4	4	200-1571-00 Dual SL Modular OSC Display serial # 153025 153026 153062 153098				0.00
8	8	200-1468-00 Dual DSR Ka Antenna serial # 267965 267969 267982 269771 269813 269835 269836 269848				0.00
4	4	200-0920-00 Dual SL Remote Control w/Screw Latch				0.00
4	4	200-0769-00 25 MPH/40 KPH KA Tuning Fork				0.00
4	4	200-0770-00 40 MPH/64 KPH KA Tuning Fork				0.00
4	4	200-0243-00 Counting/Display Tall Mount				0.00
4	4	200-0244-00 Antenna Dash Mount				0.00
4	4	200-0245-00 Antenna Tall Deck Mount				0.00
4	4	200-0648-00 Display Sun Shield				0.00
4	4	155-2591-08 8 Foot Antenna Cable, IP67				0.00
4	4	155-2591-20 20 Foot Antenna Cable, IP67				0.00
4	4	200-0622-00 VSS Cable Kit				0.00
4	4	200-0820-00 Dual Manual Kit				0.00
4	4	006-0096-00 Fan Noise Suppression Addendum - Dual SL				0.00
4	4	035-0361-00 Shipping Container, Dash Mounted Radar				0.00
4	4	Dual Certified Package				0.00
4	4	060-1000-36 36 Month Warranty				0.00
Total Product						\$8,180.00
Total Amount Due USD						\$8,180.00
						=====

For Questions Acctng : 972-398-3750/ar@a-concepts.com

Call or Email - Sales : 972-398-3780

Cust Svc : 877-782-5537

We accept MC/Visa/AMEX/Discover

Thank you for your business!

1-800-STALKER / fax # 972-398-3751

TIN# 75-1544925

Wascon Inc.

910 EAST MAIN STREET
LIVINGSTON, TN. 38570
LIVINGSTON, TN. 38570
931-823-1388

Invoice

DATE	INVOICE #
1/17/2025	79606

BILL TO
CITY OF BELLE MEADE 4705 HARDING ROAD NASHVILLE, TN. 37205

SHIP TO
SAME

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
110-3935	Net 30		1/17/2025	OUR TRUCK		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
2	MTL	36 X 60 E/ONE FIBERGLASS DUPLEX STATIONS			7,991.81	15,983.62
2	MTL	50' HOSES			119.92	239.84
		S.N.				
		WH929593				
		WH929630				
		WH929855				
		WH929839				



Invoice Statement

INVOICE NUMBER: 102572148
ACCOUNT NAME: City of Belle Meade (3)

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE**	AMOUNT DUE
0496-00-301381-0	22800.00	31	JAN-31-2025	FEB-26-2025	5384.70

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
JAN-21-2025	Payment - Thank You		5112.59
JAN-31-2025	Fuel Purchases	5450.80	
JAN-31-2025	Other Purchases		10.82
JAN-31-2025	Rebates and Rebate Reversals		55.28
REMINDER PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB.			
**Payment must process by Payment Due Date. Paper checks must be received at least two business days before Payment Due Date to enable on-time processing. The Finance Charge is determined by applying a periodic rate of 0%			

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILL CLOSING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT. SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
5112.59	5112.59	5439.98	55.28	5384.70

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Fleet Universal

Do not use for remittance
P.O. Box 639
Portland, ME 04104-0639

Leigh Mills
City of Belle Meade (3)
4705 Harding Rd
Nashville, TN 37205

ACCOUNT NAME	City of Belle Meade
ACCOUNT NUMBER	0496-00-301381-0
INVOICE NUMBER	102572148
BILL CLOSING DATE	JAN-31-2025
AMOUNT DUE	5384.70
AMOUNT ENCLOSED	
PAYMENT DUE DATE	FEB-26-2025

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:



WEX BANK
P.O. BOX 6293
CAROL STREAM IL 60197-6293

04960030138100000000538470 250226



INVOICE

Ms. Jennifer Moody
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

February 10, 2025
BCA Invoice No: 02327-050 - 0000003

Project 02327-050 Update Zoning Map, City of BelleMeade

For professional civil engineering design services provided and expenses incurred in connection with updating zoning maps for the City of Belle Meade in Nashville, Tennessee.

Professional Services from December 30, 2024, to February 2, 2025

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer	.50	135.00	67.50	
Engineering Technician	40.00	100.00	4,000.00	
Client Manager	4.00	150.00	600.00	
Totals	44.50		4,667.50	
Total Labor				4,667.50

Reimbursable Expenses

Reproduction (Out)	260.81	
Total Reimbursables	260.81	260.81

Billing Limits

	Current	Prior	To-Date
Labor	4,667.50	6,835.00	11,502.50
Limit			11,500.00
Adjustment			-2.50

Total this Invoice \$4,925.81

Shelley Lowe, Client Manager

Email Via : jmoody@citybellemeade.org

Sammie Gibbs Construction 3335 Hwy 49 East Charlotte, TN 37036																																																																																															
Invoice																																																																																															
		Invoice Number: 4821 Invoice Date: 2/20/2025																																																																																													
Customer Information		Job Information																																																																																													
City of Belle Meade 4705 Harding Rd. Nashville, TN 37205		Job Name: Snow & Ice Removal Location: Belle Meade City Streets																																																																																													
Job Description																																																																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4" style="padding: 2px;">2.18.2025 Pretreat</td> </tr> <tr> <td style="width: 50%; padding: 2px;">Single axle truck with equipment and driver</td> <td style="width: 10%; padding: 2px;">6 hrs</td> <td style="width: 15%; padding: 2px;">@ \$170</td> <td style="width: 25%; padding: 2px;">= \$ 1,020.00</td> </tr> <tr> <td style="padding: 2px;">Pickup truck with equipment and driver</td> <td style="padding: 2px;">6 hrs</td> <td style="padding: 2px;">@ \$150</td> <td style="padding: 2px;">= \$ 900.00</td> </tr> <tr> <td style="padding: 2px;">Pickup truck no equipment and driver</td> <td style="padding: 2px;">6 hrs</td> <td style="padding: 2px;">@ \$ 90</td> <td style="padding: 2px;">= \$ 540.00</td> </tr> <tr> <td style="padding: 2px;">Two (2) Class B Laborers – 2 @ 6 hrs</td> <td style="padding: 2px;">12 hrs</td> <td style="padding: 2px;">@ \$ 48</td> <td style="padding: 2px;">= \$ 576.00</td> </tr> <tr> <td style="padding: 2px;">Calcium Chloride</td> <td style="padding: 2px;">150 bags</td> <td style="padding: 2px;">@ \$ 60</td> <td style="padding: 2px;">= \$ 9,000.00</td> </tr> <tr> <td colspan="4" style="padding: 2px;">2.19.2025 Blading snow & treating conditions</td> </tr> <tr> <td style="padding: 2px;">Single axle truck with equipment and driver</td> <td style="padding: 2px;">7 hrs</td> <td style="padding: 2px;">@ \$170</td> <td style="padding: 2px;">= \$ 1,190.00</td> </tr> <tr> <td style="padding: 2px;">Single axle truck with equipment and driver</td> <td style="padding: 2px;">7 hrs</td> <td style="padding: 2px;">@ \$170</td> <td style="padding: 2px;">= \$ 1,190.00</td> </tr> <tr> <td style="padding: 2px;">Pickup truck with equipment and driver</td> <td style="padding: 2px;">7 hrs</td> <td style="padding: 2px;">@ \$150</td> <td style="padding: 2px;">= \$ 1,050.00</td> </tr> <tr> <td style="padding: 2px;">Pickup truck no equipment and driver</td> <td style="padding: 2px;">7 hrs</td> <td style="padding: 2px;">@ \$ 90</td> <td style="padding: 2px;">= \$ 630.00</td> </tr> <tr> <td style="padding: 2px;">Skidsteer TL140</td> <td style="padding: 2px;">4 hrs</td> <td style="padding: 2px;">@ \$110</td> <td style="padding: 2px;">= \$ 440.00</td> </tr> <tr> <td style="padding: 2px;">Skidsteer CAT 289</td> <td style="padding: 2px;">6 hrs</td> <td style="padding: 2px;">@ \$110</td> <td style="padding: 2px;">= \$ 660.00</td> </tr> <tr> <td style="padding: 2px;">Grader</td> <td style="padding: 2px;">6 hrs</td> <td style="padding: 2px;">@ \$165</td> <td style="padding: 2px;">= \$ 990.00</td> </tr> <tr> <td style="padding: 2px;">Three (3) Class B Laborers – 3 @ 7 hrs</td> <td style="padding: 2px;">21 hrs</td> <td style="padding: 2px;">@ \$ 48</td> <td style="padding: 2px;">= \$ 1,008.00</td> </tr> <tr> <td style="padding: 2px;">Calcium Chloride</td> <td style="padding: 2px;">350 bags</td> <td style="padding: 2px;">@ \$ 60</td> <td style="padding: 2px;">= \$21,000.00</td> </tr> <tr> <td colspan="4" style="padding: 2px;">2.20.2025 Treating due to ice and snow</td> </tr> <tr> <td style="padding: 2px;">Single axle truck with equipment and driver</td> <td style="padding: 2px;">6 hrs</td> <td style="padding: 2px;">@ \$170</td> <td style="padding: 2px;">= \$ 1,020.00</td> </tr> <tr> <td style="padding: 2px;">Single axle truck with equipment and driver</td> <td style="padding: 2px;">6 hrs</td> <td style="padding: 2px;">@ \$170</td> <td style="padding: 2px;">= \$ 1,020.00</td> </tr> <tr> <td style="padding: 2px;">Pickup truck with equipment and driver</td> <td style="padding: 2px;">6 hrs</td> <td style="padding: 2px;">@ \$150</td> <td style="padding: 2px;">= \$ 900.00</td> </tr> <tr> <td style="padding: 2px;">Pickup truck no equipment and driver</td> <td style="padding: 2px;">6 hrs</td> <td style="padding: 2px;">@ \$ 90</td> <td style="padding: 2px;">= \$ 540.00</td> </tr> <tr> <td style="padding: 2px;">Three (3) Class B Laborers – 3 @ 6 hrs</td> <td style="padding: 2px;">18 hrs</td> <td style="padding: 2px;">@ \$ 48</td> <td style="padding: 2px;">= \$ 864.00</td> </tr> <tr> <td style="padding: 2px;">Calcium Chloride</td> <td style="padding: 2px;">250 bags</td> <td style="padding: 2px;">@ \$ 60</td> <td style="padding: 2px;">= \$15,000.00</td> </tr> </table>				2.18.2025 Pretreat				Single axle truck with equipment and driver	6 hrs	@ \$170	= \$ 1,020.00	Pickup truck with equipment and driver	6 hrs	@ \$150	= \$ 900.00	Pickup truck no equipment and driver	6 hrs	@ \$ 90	= \$ 540.00	Two (2) Class B Laborers – 2 @ 6 hrs	12 hrs	@ \$ 48	= \$ 576.00	Calcium Chloride	150 bags	@ \$ 60	= \$ 9,000.00	2.19.2025 Blading snow & treating conditions				Single axle truck with equipment and driver	7 hrs	@ \$170	= \$ 1,190.00	Single axle truck with equipment and driver	7 hrs	@ \$170	= \$ 1,190.00	Pickup truck with equipment and driver	7 hrs	@ \$150	= \$ 1,050.00	Pickup truck no equipment and driver	7 hrs	@ \$ 90	= \$ 630.00	Skidsteer TL140	4 hrs	@ \$110	= \$ 440.00	Skidsteer CAT 289	6 hrs	@ \$110	= \$ 660.00	Grader	6 hrs	@ \$165	= \$ 990.00	Three (3) Class B Laborers – 3 @ 7 hrs	21 hrs	@ \$ 48	= \$ 1,008.00	Calcium Chloride	350 bags	@ \$ 60	= \$21,000.00	2.20.2025 Treating due to ice and snow				Single axle truck with equipment and driver	6 hrs	@ \$170	= \$ 1,020.00	Single axle truck with equipment and driver	6 hrs	@ \$170	= \$ 1,020.00	Pickup truck with equipment and driver	6 hrs	@ \$150	= \$ 900.00	Pickup truck no equipment and driver	6 hrs	@ \$ 90	= \$ 540.00	Three (3) Class B Laborers – 3 @ 6 hrs	18 hrs	@ \$ 48	= \$ 864.00	Calcium Chloride	250 bags	@ \$ 60	= \$15,000.00
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615.789.4524 / 615.373.4584 Fax: 615.789.0025 sgibbs1031@aol.com  Federal ID #62-1536583																																																																																															



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Nathan McVay
Date: February 19, 2025
Re: Request for approval of Task Order No. 2 with LDA Engineering

Background

The City of Belle Meade has a Master Services Agreement with LDA Engineering. We reached out to them to assist the city with engineering services on our Maintenance Shop Door Project. We will be adding an additional roll-up door to the front of the shop. Task Order No. 2 includes,
Site visit and evaluation of the existing roll-up door and building structure and location of the proposed door.
Analysis of existing building and design document development (plan set) of the new door and system.
Assistance with the procurement process, including supporting the bidding process and evaluations.

Recommendation

The Board is recommended to approve Task Order 2 with LDA Engineering for the amount not to exceed \$3,600.00

Fiscal Impact

Funds are available for this project in General Fund – Capital Expenses – Public Works account 110-43100-930.

Attachments

Task Order No. 2
Site Visit and Evaluation Report

Exhibit A**TASK ORDER NO. 2 TO
MASTER SERVICES AGREEMENT
BETWEEN
LDA Engineering AND
City of Belle Meade**

This is Task Order No. 2 dated February 3, 2025 attached to and made part of the Master Services Agreement dated January 15, 2025, between LDA Engineering (LDA) and The City of Belle Meade, Tennessee (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: **Public Works Building Roll-up Door Design and Installation Support** (the "Project").

1. Scope of Services

LDA shall provide for The City of Belle Meade the following specific Services:

Task 1: Design Support for the City's Public Works Building Roll-up Door Addition

LDA Engineering, along with our subcontractor Alliance Engineering, will provide evaluation, recommendations, and design for the procurement and installation of an additional roll-up door with automatic opener on the Public Works Building. The design documents are anticipated to include two plan sheets; a cover sheet and design sheet complete with all required notes and specifications/requirements for the new door and appurtenances. Specific activities may include, but are not limited to:

- Site visit and evaluation of the existing roll-up door and building structure and the location of the proposed door.
- Analysis of existing building and design document development (plan set) of the new door and systems
- Assistance with the procurement process (as required), including supporting the bidding process and evaluations

2. Time Schedule

The time period for the performance of LDA's Services are as follows:

Services will be provided on an on-call basis, with timelines determined by the City of Belle Meade and LDA staff collaboratively. Based on the current knowledge and project needs, the final documents are anticipated to be completed and ready for the City to bid within 30 days of Task Order acceptance and execution.

3. Compensation and Invoicing

Compensation for Services of LDA described in this Task Order will be on the following basis: Services will be billed on an hourly basis, not to exceed a total task order upper limit of \$3,600. A detailed rate sheet for staff is an attachment to this Task Order; however, we anticipate the completion of the evaluation, design development and support to be approximately 16 hours (at an average of \$225 per hour based on required staff mix). LDA will invoice the project upon completion of design submittals.

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None

5. Special Provisions from the Master Services Agreement:

None

6. Terms or Provisions in Conflict:

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern. Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

**Lamar Dunn & Associates, Inc.
d/b/a LDA Engineering:**

By (Signature): 

Name: Zack A. Daniel

Title: President

Date: 3 February 2025

City of Belle Meade:

By (Signature): _____

Name: _____

Title: _____

Date: _____

<u>Belle Meade MSA Labor Classification</u>	<u>Hourly Rate</u>
Engineering Support	
Principal Engineer	\$ 325
Sr. Technical Advisor	\$ 300
Technical Advisor	\$ 275
Sr. Project Manager	\$ 260
Project Manager	\$ 240
Engineer II	\$ 225
Engineer I	\$ 200
Junior Engineer	\$ 160
Engineering Intern	\$ 135
Sr. Administrative Assistant/Financial Manager	\$ 125
Clerical/Administrative Assistant	\$ 100
Construct Support	
Construction Manager II	\$ 225
Construction Manager I	\$ 200
Field Technician II	\$ 145
Field Technician I	\$ 130
Construction Inspector / RPR II	\$ 160
Construction Inspector / RPR I	\$ 140
Permit Inspector	\$ 125
Sr Development Inspector	\$ 135
Development Inspector	\$ 120
CADD/Designer Support	
Sr Designer	\$ 220
Designer	\$ 190
CADD Manager	\$ 180
CADD Specialist II / CADD Tech II	\$ 160
CADD Specialist I / CADD Tech I	\$ 145
GIS Manager	\$ 200
GIS Specialist II	\$ 185
GIS Specialist I	\$ 155
Technician II	\$ 145
Technician I	\$ 130
BIM Modeler	\$ 200
Survey Support	
Survey Crew - 3 Man	\$ 275
Survey Crew - 2 Man	\$ 225
Survey Crew - 1 Man Robotic or RTK (GPS) Survey Crew	\$ 205
sUAS Crew with Certified sUAS Pilot and Photo Capture UAV	\$ 245
LiDAR Scanning Crew	\$ 250
Senior Land Surveyor/Manager/Licensed Land Surveyor	\$ 230
Land Surveyor/Manager	\$ 220
Survey Crew Chief	\$ 165



02/03/2025

TO: LDA Engineering
402 BNA Drive STE 403
Nashville, TN 37217
c/o Zack Daniel

FROM: Alliance Engineering & Consulting, LLC.
480 Duke Drive Ste 120
Franklin, TN 37067

SUBJECT: New Overhead Garage Door Structural Assessment/Site Inspection
City of Belle Meade-City Hall Maintenance Dept.
4705 Harding Pike
Belle Meade, TN 37205

SCOPE:

Alliance Engineering & Consulting, LLC (AEC) was contacted by LDA Engineering, represented by Zack Daniel, to assess the feasibility of installing an additional 12' x 12' overhead Clopay garage door at the City of Belle Meade Maintenance Department. The purpose of this evaluation was to review the structural implications of demolishing a portion of the existing CMU block wall, determine the means and methods required for installation, and gather information necessary for the development of design drawings. These drawings will serve as the basis for contractor bidding and construction execution.

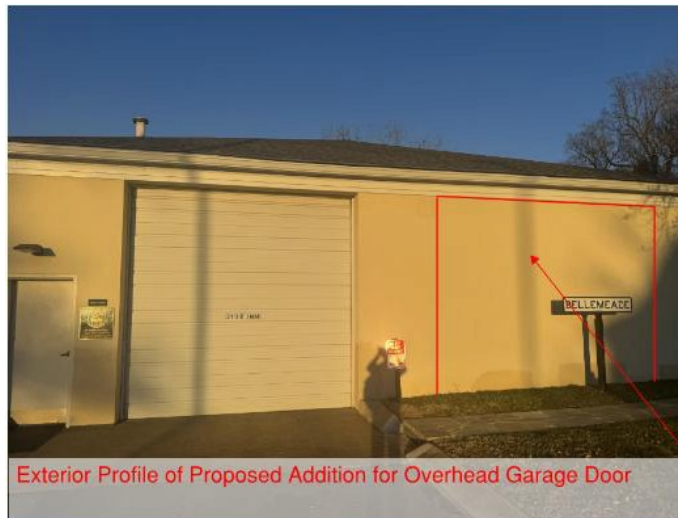
INSPECTION NOTES:

On January 30, 2025, Steve Tucker (AEC Licensed Building Inspector) conducted a site visit to inspect an existing municipal/commercial structure for the City of Belle Meade, TN. The building, constructed with CMU block walls on a slab foundation, is part of the City's Maintenance Department. The purpose of the visit was to confirm the location of the proposed **12' x 12' overhead garage door**, assess the feasibility of the new door in proposed location and gather information for structural design drawings if applicable. The existing conditions of the structure, including wall integrity and potential modifications, were reviewed to determine the suitability for the planned installation and provide sufficient design drawings for General Contractor bid and installation. Photos provide a visual reference for the specific area where the new garage door is proposed.

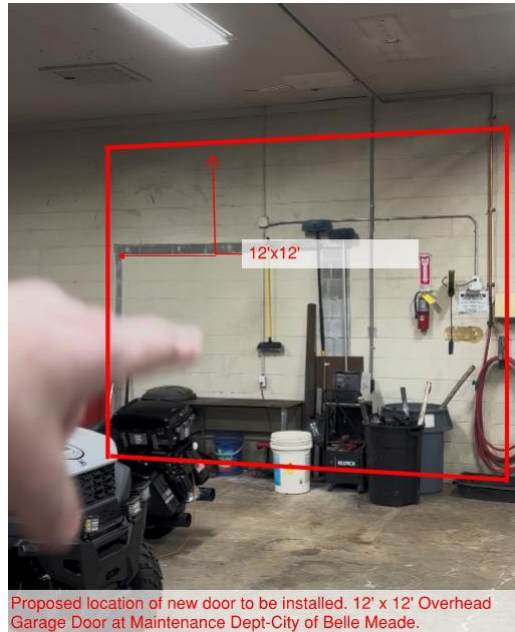
ALLIANCE ENGINEERING & CONSULTING, LLC – 480 DUKE DR STE 120 – FRANKLIN, TN 37067



See Photos Below:



ALLIANCE ENGINEERING & CONSULTING, LLC – 480 DUKE DR STE 120 – FRANKLIN, TN 37067



ASSESSMENT & RECOMMENDATIONS:

Based on our inspection, the existing structure was found to be in sound condition, with the existing CMU block wall showing no visible signs of significant structural deficiencies in the immediate area of the proposed installation location. Based on this observation, the installation of a new 12' x 12' overhead garage door at location identified above is feasible.

Demolition of the CMU wall should be performed by a licensed general contractor. Design drawings including a profile/elevation sheet and plan sheet should be provided by AEC including but not limited to:

- **Demolition Page Sheet** - Temporary support of the overhead block using steel lintel and bracing to support the structure above to allow for install of a proper header (Bond Beam).
- Plan Sheet and Profile/Elevation Sheet showing new opening and bond beam design.
- Drawings to Include Cut Sheet and Spec for New Clopay Overhead Door (Provided from Manufacturer and Integrated into our drawings)

ALLIANCE ENGINEERING & CONSULTING, LLC – 480 DUKE DR STE 120 – FRANKLIN, TN 37067



DISCLOSURE & LIMITATIONS:

Joshua Spradlin is a licensed Professional Engineer in the State of Tennessee. To the best of our knowledge, information and belief, the observed framing and foundation have been prepared for construction in general compliance with applicable laws, codes, and ordinances.

The inspection methods used are consistent with the residential inspections provided by local codes officials and meets the typical requirements of minimum building codes. These methods include, but are not limited to, visual observations and measurements. We have used these methods in an attempt to form professional opinions. There are many conditions that are not readily visible and cannot be verified without subsurface exploration and material testing. The performance of this exploration and testing is beyond the scope of services for residential minimum codes and this evaluation. Prior to our site visit, the contractor or owner may have contracted to provide these services and testing; however, no documentation has been provided to our office communicating any results from this type of study.



2-3-2025

Respectfully Submitted,

Josh Spradlin

Joshua Spradlin, P.E.

Alliance Engineering & Consulting, LLC

ALLIANCE ENGINEERING & CONSULTING, LLC – 480 DUKE DR STE 120 – FRANKLIN, TN 37067

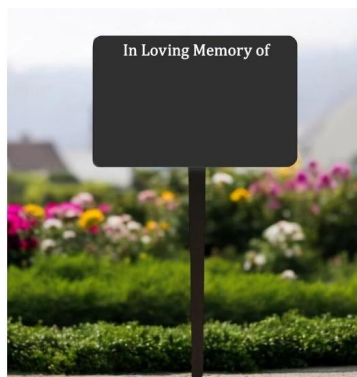


CITY OF BELLE MEADE MEMORIAL TREE PROGRAM

Have a tree planted in honor or memory of a loved one or associate

The City of Belle Meade supports the Memorial Tree Program to allow groups and individuals to donate trees to honor individuals or agencies, or as memorials to loved ones. The tree will be planted on City owned property either in Caldwell Meadow or on Belle Meade Boulevard. The tree will be high-quality 30 gallon, which is 8-12 feet tall, and 2" caliper. The location and species of the tree will be in accordance with the landscaping plans approved by the Board of Commissioners. Trees ordered from April 1 through October 15 will be planted in the late fall. Trees ordered from October 16 through March 31 will be planted in the spring. For each tree donation, a Memorial Tree Plaque will be placed at the base of the tree. These plaques will be a standard 4" x 6" size and include a short inscription for the honoree, the type of tree, and dedication year.

To have the memorial tree planted, complete a form at City Hall and pay a fee of \$300.00. Payment is due at the time the form is submitted to the City Planning Director. This fee includes the cost of the tree, planting, plaque, and continued maintenance of the tree. Once your form is received, the request will be reviewed and you will be contacted via email to begin the process. After the tree is planted, the contact person will receive a certificate and map of the planting location for the tree.





CITY OF BELLE MEADE

MEMORIAL TREE PROGRAM

Order Form

\$300 fee

Contact Name _____

Email Address _____

Phone Number _____

Address _____

Name of Honoree _____

The City of Belle Meade supports the needs and principles of allowing memorial trees in green space areas but is also mindful that these facilities are enjoyed by a wide range of people. Therefore, the City desires to manage and regulate memorial trees for the mutual benefit of all. It is the intention that the memorial tree giving policy only covers the broad sense of memorial trees and is not meant to be exhaustive. The number of memorials shall not detract from the prime purpose of an area. The City may limit the number of memorials in a particular area. Donors are not permitted to add additional plantings, flowers, or decorations to the memorial's area. Inscriptions are limited to the name of the person(s) the bench is dedicated to. Additional inscriptions, religious symbols, and extraneous content is not permitted. The City accepts no liability for damages to any memorials from vandals or third parties. The City reserves the right to remove any memorials that have been damaged, and is, in the view of the staff, beyond repair. All memorial trees are added to a special database with status, location, type of tree, donor, the amount donated, and the person memorialized.

RESOLUTION 2025-02

**A RESOLUTION ADOPTING A MEMORIAL TREE
PROGRAM**

WHEREAS, the City of Belle Meade and City Commissioners are committed to the protection and preservation of its natural environment and invest in environmental protection programs as well as the preservation of high-quality tree life on public and private lands; and

WHEREAS, it is the objective of the City to be a role model and assume partnership and leadership roles in developing and implementing programs and services that demonstrate and teach the value and vitality of sound environmental policies, practices, and procedures; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, the City recognizes that there are residents who desire to donate funds in recognition of loved ones and associates; and

WHEREAS, trees in our City increase property values and beautify our community.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Belle Meade as follows:

SECTION 1. The attached Memorial Tree Program is hereby adopted.

SECTION 2. This Resolution shall become effective upon its passage.

Adopted: February 19, 2025

Mayor Rusty Moore

City Recorder Rusty Terry

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TREASURY MANAGEMENT MASTER AGREEMENT

V8.0

Treasury Management Master Agreement
Treasury Management Services General Terms and Conditions

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Definitions

“Account” means any deposit account, investment deposit account, reserve account, certificate of deposit, commercial loan or any other deposit or loan account that Client has established and maintained with Bank primarily or exclusively for business-related purposes, as identified in any Enrollment Form or as identified by Client through the use of Online Banking.

“Account Analysis” means the process by which Bank determines an earnings credit available to offset Service Fees based on the balances in Client’s Accounts, as described in **Section 1.2**.

“Account Disclosure Agreement” means any terms and conditions, agreements, or disclosures (including without limitation fee schedules) provided to Client relating to any Account.

“ACH Network” means the funds transfer system (network) governed by the ACH Rules, which provides for the inter-financial institution clearing of electronic Entries for participating financial institutions.

“ACH Rules” mean the rules and regulations of the National Automated Clearinghouse Association, as changed from time to time.

“ACH Transaction” means a transaction through the ACH Network.

“Administrative User” is defined in **Section 1.7.C**.

“Agreement” means this Master Treasury Services Terms and Conditions, as agreed upon by Client or its Agent and Bank by an executed Enrollment Form(s), including the terms and conditions of any executed Enrollment Form(s), the Treasury Management Authorization and any other Supplemental Documentation.

“Agent” means an individual, management services company, or other legal entity that is authorized to act on Client’s behalf in connection with the specific Services described on the relevant Enrollment Form and in this Agreement.

“Applicable Law” means all applicable federal, state, or local, laws, executive orders, ordinances, rules, or

regulations, including without limitation all applicable regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve, the Board of Governors of the FDIC, and the Federal Financial Institutions Examination Council, together with all applicable rules or regulations of any clearing house or other organization.

“Attorneys’ Fees” means reasonable attorneys’ fees, costs, and expenses incurred, whether or not a lawsuit or other proceeding is brought, and shall include, where applicable, fees, costs, and expenses incurred by Bank through our inside and outside counsel, whether in trial court, appellate, bankruptcy, arbitration, and regulatory proceedings.

“Authorized Offline Initiator” shall have the meaning described in the Wire Transfer Service Enrollment Form.

“Authorized Representative(s)” means each person authorized (through a document or online instruction in a format required by Bank for such authorization purposes) as the Client’s representative to enter into and perform the applicable Treasury Management service, as well as each person who Bank in good faith believes is such representative.

“Authorized Signer(s)” means the individual that is authorized to effect any transaction in an Account and to designate other individuals to effect certain transactions in an Account.

“Bank” means Pinnacle Bank any Pinnacle Bank branch where Client maintains the deposit Account(s) identified on the applicable Enrollment Form.

“Business” means the Client’s business in whose name an Account is established whether a corporation, general partnership, limited partnership, sole proprietorship, unincorporated association, limited liability company, limited liability partnership, professional corporation, professional association or any other legally established business.

“Business Day” means any calendar day that (i) is not a Saturday, Sunday, or other day on which banks in the State of Tennessee are authorized or required to close and (ii) on which the Bank is open for business.

“Cash” means United States coin and currency.

“Check” means a draft, payable on demand and drawn on or payable through or at a United States office of a bank, whether or not negotiable, that is handled for forward collection or return, including a traveler’s check, cashier’s check or Substitute Check, but does not include a non-cash item payable in a medium other than United States dollars. An instrument may be a check even though it is described on its face by another term, such as money order.

“Check Register” means the check data provided by Client to Bank for purposes of enabling Bank to review checks posted against Client’s Account.

“Master Account” means the Account designated by Client as the Master Account in connection with the Zero Balance Account Services.

“Consumer-Level ACH Data” means the following information with respect to consumer clients of an RDFI gathered by Client for the purpose of initiating ACH transactions: (i) a bank account number together with a bank account routing number; or (ii) the consumer’s name together with the consumer’s social security number.

“Controlled Disbursement Account” is defined in **Section 14**.

“Client” means Bank’s customer requesting deposit account, treasury management and/or letter of credit services either directly or through the use of an Agent, pursuant to this Agreement and one or more Enrollment Forms. The term “Client” also includes a person or entity acting as an Authorized Representative and/or Agent. Client is sometimes herein referred to as “you”. In the event EXHIBIT A is executed, the term “Client” shall include those multiple entities with different tax identification numbers listed in such exhibit.

“Day” means calendar day.

“Designated Account” means an Account held at Bank named in an Enrollment Form as the Designated Account for one or more Services by Client, or if not so named, those Account(s) indicated on the Bank’s records as the Account(s) that are primarily associated with one or more Services.

“Effective Entry Date” is defined in **Section 3.1.G**.

“Electronic Communications” means secured and unsecured electronic mail, fax transmissions and any other form of electronic communication as may be generally accepted in the banking industry.

“Electronic Funds Transfer Act” means the law passed by the U.S. Congress in 1978, which set out the rights and obligations of consumers and their financial institutions regarding the use of electronic systems to transfer funds. This act is implemented in the Federal Reserve Bank’s Regulation E.

“Enrollment Form” means any properly executed enrollment form, application form, or enrollment modification form:

- A. which has been completed by Client, its Authorized Representative or its authorized Agent; and
- B. in which Client requests one or more Services (or modifications involving such Services).

“Entry” means an “Entry” as defined in the ACH Rules, including the data that Bank receives from Client to prepare an ACH transmission.

“Entry Settlement Limit” means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to Client by Bank in writing from time to time.

“Equipment” means any equipment provided or required by Bank or a Vendor for use in a Service.

“Fedwire” means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.

“Fedwire Regulation” means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

“Fee Schedule” means the schedule of fees published by the Bank from time to time which contains the Service Fees and fees and charges for all other products and services provided by the Bank as further defined in **Section 1.2**.

“File” means, with regard to the ACH Origination Service, a group of ACH entries stored for delivery to an ACH receiving point.

“Indemnity” or **“Indemnification”** means to indemnify and hold harmless the Bank its employees, officers, directors, shareholders, attorneys, and agents (referred to herein both individually and collectively as an “Indemnified Party”) for all liabilities, claims, causes of action, lawsuits, demands, and damages of any nature, including Attorneys’ Fees, whether or not an action is brought, sustained or incurred by the Indemnified Party in connection with the event or transaction to which the duty to indemnify relates.

“In-Process Entries” means the aggregate dollar amount of all credit or debit Entries initiated by Client and in process on any date for which settlement has not occurred with respect to credit Entries, or the applicable period for the return of items has not expired with respect to debit Entries.

“Instruction” means any instruction Client issues to Bank, either electronically, verbally or in writing, to perform certain Services, including without limitation, Online Banking transactions and Requests.

“Licensed Software” means any software required for use by Client in connection with the RDC Service and provided to Client by Bank through the sublicense set forth in **Section 7**.

“Loan Obligation” means an existing loan obligation of Client to Bank and all modifications, renewals and substitutions thereof.

“Master Funding Account” has the meaning set forth in **Section 14**.

“Material Adverse Change” means a change that could result in a material adverse effect on (i) the operations, business or financial condition of Client and its subsidiaries taken as a whole, (ii) the ability of Client to repay any Loan Obligation(s) or otherwise perform its obligations under the Loan Documents, or (iii) Client’s interest in, or the value, perfection or priority of Bank’s security interest in any collateral of Client.

“MICR Line” means the line on the bottom of an original Check, containing information concerning the Check and printed in Magnetic Ink Character Recognition form.

“NACHA” means the National Automated Clearing House Association.

“NOC” has the meaning set forth in **Section 3.1.E**.

“ODFI” or **“Originating Depository Financial Institution”** means a financial institution that originates ACH transactions on behalf of its Clients. ODFIs must abide by the NACHA Operating Rules.

“Offline Request” has the meaning set forth in **Section 6.3**.

“Online Banking Service” or **“Online Banking”** means Bank’s business Internet banking balance reporting and treasury management/cash management service system.

“Online Request” means a wire transfer or ACH Entry request through the Online Banking Service.

“Online Transactions” means Online Requests and/or Entries that the Client initiates through the Online Banking Service as defined in **Section 1.6.B**.

“Operating Account” is defined in **Section 12**.

“Originator” means an “Originator” as defined in the ACH Rules.

“Over limit Entry” means an Entry the amount of which would cause the aggregate amount of In-Process Entries to exceed the Entry Settlement Limit.

“Payment Account” is the Account a Client designates payment of Service Fees.

“RDFI” or **“Receiving Depository Financial Institution”** means a financial institution qualified by NACHA to receive ACH transactions.

“Receiver” means an individual, corporation, or other entity that has authorized an Originator to initiate a credit or debit Entry to an account held at an RDFI.

“Regulation E” means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligations with regard to electronic fund transfers.

“Repetitive Transfer” means wire transfers in which the receiving bank, payee, and account are the same for each transfer, and only the transfer date and amount vary.

“Repurchase Investment” is defined in Section 13.1.

“Repurchase Investment Account” means an internal Bank account into which funds shall be credited and debited to reflect Repurchase Transactions.

“Repurchase Transaction” is defined in Section 13.1.

“Request” means a Client’s request to Bank for a wire transfer, or for a cancellation or amendment of a wire transfer, made in the name, or having the unique identifier, of Client as sender requesting that funds belonging to, or under the control of, Client be transferred to a specified account or beneficiary. The term “Request” includes Online Requests and Offline Requests.

“Restricted Information” means any credit card numbers, debit card numbers, social security numbers or government-issued identification numbers.

“Reversal” means a “Reversal” as defined in the ACH Rules.

“Return Entry” or **“Return Entries”** mean any item which cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.

“Security Procedures” means the security procedures (including without limitation the identification codes, encryption, passwords, logon identifications, personal or credit lineation identification numbers, repetitive codes, and other security devices, systems and/or software) applicable to a particular Service agreed to by Client and set forth in this Agreement, the Supplemental Documentation or in an Enrollment Form.

“Service” means each deposit account service or treasury management service described in this Agreement.

“Service Fee” means the charges, fees, and assessments established by Bank from time to time as applicable to each Service, which may include, but is not limited to, fees from any third party agents, Vendors, or contractors engaged to provide services to Bank, and Bank’s cost for providing the service.

“Settlement Date” means the date on which settlement occurs, i.e., an exchange of funds with respect to an Entry is reflected on the books of the Federal Reserve Bank and/or a correspondent bank.

“Settlement Process” means the closing process on each Business Day by which Bank transfers money between the Master Account and the Subsidiary Account to ensure that all items drawn on the Subsidiary Account are paid and that the Subsidiary Account maintains a Target Balance at the end of such closing process.

“Subsidiary Account” means the Account designated on a Zero Balance Account Services Enrollment Form as the Subsidiary Account.

“Substitute Check” means a paper reproduction of the original Check that:

- contains an accurate image of the front and back of the original Check at the time the check was truncated;
- bears the legend, “This is a legal copy of your check. You can use it in the same way you would use the original check.”;
- bears a MICR Line containing all the information on the MICR Line of the original Check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks; conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute checks; and
- is suitable for automated processing in the same manner as the original Check.

“Sub-users” has the meaning given it in Section 1.7(c)

“Supplemental Documentation” means supplemental information provided to Client from time to time by Bank with respect to certain Services, including instructions, Security Procedures, and operational guidelines.

“Sweep Account” means a deposit account designated under the Business Sweep Service, linked to a Bank line of credit and/or Bank deposit account, to or from which balances are moved.

“Target Balance” means the amount specified by Client as the target balance for the Designated Account.

“Uniform Commercial Code Article 4A” means the portion of the Uniform Commercial Code which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Fund Transfer Act of Regulation E. This law outlines the protections and responsibilities given to the parties to wholesale credit transactions and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

“User” or “Authorized User” means an employee or Agent designated by Client’s Administrative User from time to time as being authorized to issue Instructions on Client’s behalf.

“User Manual” means, collectively, any on-line or printed instructions and any licensing or other related agreements regarding any treasury management service as may be amended, modified, and supplemented from time to time.

“Vendor” is a third party that provides Equipment, Licensed Software, or services to Client or Bank.

“We”, “Our” and “Us” means Pinnacle Bank, and as applicable, its officers, employees, directors, shareholders, attorneys, and agents.

“Wire Transfer” means any transfer of funds into or out of a Client’s Account(s), whether accomplished via Fedwire or other wire transfer service.

“Wire Transfer Business Day” means any Business Day, provided however, that the end of the Wire Transfer Business Day is determined by a wire transfer deadline set by Bank and such deadline is subject to change from time to time.

“Wire Transfer Entries” means data the Bank receives relating to the transfer of funds between your Accounts which are authorized to use the Service. It also permits you to issue Instructions to transfer funds from your Accounts which are authorized to use the Service to accounts at other financial institutions.

“You” and “Your” means the Business that owns the Account and/or enrolls for Services and anyone else with the authority to deposit, withdraw, or exercise control over funds in the Account, or in any other way effect transactions in an Account and receive Services hereunder. You also are herein sometimes referred to as Client.

Introduction

Pinnacle Bank offers a variety of deposit account and treasury management services to its Clients. This Agreement sets forth the terms and conditions applicable to all of the Services offered by Bank. By executing one or more Enrollment Forms associated with one or more Services, or by using one or more Services, Client accepts the terms of this Agreement and acknowledges that this Agreement, each Enrollment Form executed by Client or its Agent, and any Supplemental Documentation govern the Services. When Client adds a new Service or any information on an existing Treasury Management Enrollment Form shall become inaccurate, incomplete, or incorrect in any material respect, Client must complete and execute a revised Treasury Management Enrollment Form together with any associated Supplemental Documentation. Client may begin using Services when Bank has received all required and properly executed forms and Client has received and successfully completed any testing or training requirements.

In the event that Client has designated an Agent to act on Client's behalf with respect to this Agreement, Bank will accept all Instructions from such Agent upon receipt of evidence satisfactory to Bank, in its sole discretion, of Agent's ability to act on behalf of Client. Bank may continue to accept such Instructions from an Agent until Bank has received written notice of revocation or termination of such Agent's authority from a representative demonstrating authority to act on behalf of Client, in a form and manner reasonably satisfactory to Bank.

If Client executes any Enrollment Form for a particular Service that references this Agreement, Client agrees that the terms and conditions set forth in this Agreement, as may be amended from time to time, govern such Service(s) Client may currently receive from Bank and shall supersede and replace any prior agreement(s) between Client and Bank governing such Service(s). All Services involving any Accounts remain subject to other agreements concerning such Accounts, including without limitation, any loan agreement and any Account Disclosure Agreement and availability schedules in effect from time to time.

Section 1 of this Agreement applies to all Services. Unless specifically provided otherwise herein, each of **Sections 2 - 15** is applicable only to the specific Service described therein.

Section 1 General Terms and Conditions

1.1 Enrollment and Modification

- A. **Enrollment.** Before Client can enroll in a Service, Client must have executed an Enrollment Form(s) requesting such Service. An Agent may execute an Enrollment Form requesting Services on behalf of Client upon furnishing evidence of Client's authorization, which must be satisfactory to Bank in Bank's sole discretion. Client may add or delete Services by requesting such additions or deletions through the execution of additional Enrollment Forms or such other documentation, acknowledgement and/or contracts for Services as may be required by Bank. Subject to Bank's approval, Client may change the processing instructions for a Service by providing notice to Bank in accordance with **Section 1.5.A**. Bank may accept any Instruction which purports to be from Client's Agent, or an officer or principal of Client, and Bank will not be obligated to verify the authenticity of the requests purporting to be from Client, except as otherwise required by specific Security Procedures pertaining to OLB Transactions (including Online Transactions), Requests, and/or Entries. Bank may require that certain Instructions be in writing and in a certain form. Bank may also require Client to execute a new Enrollment Form, if applicable, reflecting any modifications.
- B. **Underwriting.** Client approval for use of any Service may be subject to underwriting criteria established by Bank, which may change from time to time. Bank is required by its regulators to analyze its business Clients' financial information on an ongoing basis. Upon Bank's request, Client agrees to provide Bank: (i) at least annually, with financial statements, tax returns, bank statements (from other financial institutions), and (ii) other such financial, business, and operating documentation as Bank may reasonably request from time to time. By requesting to open an Account with us, or by agreeing to be a signer on an Account, or by obtaining any other Service from us, you agree that we may obtain credit and employment information by any means, including obtaining information from check or credit-reporting agencies and/or from other sources. You also agree that we may obtain credit reports on your Business from time to time in the future.

when updating, renewing, or extending your Account. We may do so at the time you open your Account, at any time while your Account is open, or after your Account is closed, if you owe us any amount related to your Account.

- C. **Modifications to this Agreement.** Bank may modify the terms and conditions contained in this Agreement, as applicable to all Services, and/or may modify the terms and conditions for any particular Service (including without limitation the terms and conditions of any schedule, addendum, appendix, or exhibit related to a Service or Enrollment Form), and/or Bank may modify its separate Fee Schedule for banking services (which are in addition to the Service Fees), and/or Bank may modify its schedule containing cut-off times for various transactions (the "Cut-Off Time Schedule") from time to time by doing either of the following: (i) by Electronic Communication, or (ii) delivering notice of the modification to Client in accordance with **Section 1.5.A** (referred to herein individually and collectively as "Notification of Change").

Bank may, in its sole discretion, require additional or new Security Procedures and/or change any Security Procedure(s) from time to time, effective immediately upon Notification of Change. Client's continued use of a Service after Bank has required new or additional Security Procedures, or changed the Security Procedures, shall constitute Client's agreement that such Security Procedures are commercially reasonable for Client. Bank shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act on any communication where Bank reasonably doubts its authorization, contents, origination, or compliance with the Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by Client. Except for modifications dealing with Security Procedures or other modification that may be required by Applicable Law or by Bank's regulators, any modification(s) of the terms and conditions of this Agreement shall take effect thirty (30) Days after Bank has provided and such modification(s) will be deemed to be accepted and agreed to in their entirety by Client when it uses any of the Services following such period. Such modifications shall not apply retroactively to their effective date.

- D. **Termination.** Bank may immediately suspend or terminate any Service provided to Client for cause without notice if Client or Client's Agent: (a) does not comply with this Agreement, ACH Rules, Applicable Law, or any other agreement between Client and Bank, including the agreement contained in the Account Disclosure Agreement or Supplemental Documentation; (b) becomes insolvent, or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation, or dissolution proceeding of any kind; (c) has a Material Adverse Change occur in its business or financial condition; or (d) fails to provide financial information requested by Bank. Additionally, (i) Bank may immediately suspend or terminate this Agreement or any Service if Bank has reason to believe that Client or Client's Agent has engaged in fraudulent or illegal activity, and (ii) Bank may suspend or terminate a particular Service for cause without notice as more fully set forth in the section of this Agreement applicable to such Service. In addition, Bank may (i) immediately terminate or suspend any Service if any of Bank's third party providers of a Service terminate or suspend such Service, and (ii) terminate this Agreement for convenience and cease providing any Services at any time, in Bank's sole discretion, by providing Client with thirty (30) days' prior written notice. Except as otherwise specifically provided in an Enrollment Form or Supplemental Documentation with regard to a particular Service, Client may terminate any Service for convenience upon written notice to Bank (provided Bank shall have a reasonable time to respond to such notice in terminating the affected Service(s)). The parties agree that, after any termination, this Agreement and the relevant Enrollment Form(s) will continue to apply to all transactions (including without limitation Entries, wire transfers, and Online Transactions) which were initiated prior to termination and that any other terms which, by their nature, should survive termination (including but not limited to Indemnification and limitation of liability provisions), shall survive termination, as applicable.

- E. **Execution.** This Agreement, the Enrollment Form and any Supplemental Documentation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The

counterparts of this Agreement, the Enrollment Form and any Supplemental Documentation may be executed via "wet" signature or electronic mark and may be delivered using .pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means (including, without limitation, use of an electronic signature service such as DocuSign).

1.2 Payment Terms

Client shall pay Bank the Service Fees established by Bank from time to time and disclosed to Client. Service Fees may be modified by Bank in its sole discretion without any further agreement needed from Client from time to time by providing notice to Client pursuant to **Section 1.1.C**. Service Fees provided pursuant to this Agreement are in addition to fees for other banking services you may receive from us as provided to you in our separate fee schedule ("Fee Schedule"). For Clients who chose Account Analysis statements, Service Fees shall be offset in whole or in part by applying earnings credit obtained through Account Analysis. Earnings credit is calculated by Bank for Client's Account(s), based on applying a rate established by Bank from time to time to the total of Client's average monthly positive collected balances. Client may receive an Account Analysis statement, as agreed to by Client and Bank, that will disclose the analyzed Service Fees for the applicable period and the earnings credit rate. Any Service Fees and other costs payable by Client that exceed the earnings credit for the applicable period will be deducted from the Payment Account on a monthly basis. If no Payment Account is designated [on an Enrollment Form], or if the Payment Account does not have sufficient funds, then one or more other Accounts may be used by Bank for payment of Service Fees. Similarly, if Client does not qualify for Account Analysis, Service Fees and other fees for banking services, as provided in the Account Disclosure Agreement, shall be deducted from the Payment Account on a monthly basis, and Client agrees to maintain sufficient funds in the Payment Account to pay such fees as they become due. In addition to Service Fees and other fees for banking services as provided in the Account Disclosure Agreement, Client will be responsible for:

- all Attorneys' Fees and other costs and expenses Bank may incur in collecting amounts Client owes Bank in connection with any Service;

- the amount of any taxes levied or based on the Service Fees, if any, including without limitation, federal, state, or Credit Lineal privilege, excise, or sales taxes;
- any third-party expenses incurred by Bank on behalf of Client; and
- any additional charges for services you request that are not covered by the Agreement.

No Service Fees will be refunded or prorated if a Service is terminated prior to the end of a month, including any credits related to Account Analysis, which shall be forfeited.

1.3 Legal Actions Affecting the Services

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to the Services and/or your Account (each a "Legal Action"), we will comply with that Legal Action. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account, or if we have in any way restricted access to your funds or the Services in accordance with the Legal Action. Any fees or expenses we incur in responding to any Legal Action (including, without limitation, Attorneys' Fees and our internal expenses) may be charged against your Account. The list of fees provided elsewhere applicable to your Account(s) and the Services may specify additional fees that we may charge for certain Legal Actions but are not intended to be exclusive nor exhaustive.

1.4 Confidentiality

- General Confidentiality.** Bank will maintain the confidentiality of information obtained from Client in accordance with Applicable Law and Bank's policies and procedures for safeguarding commercial Client information. All user guides, manuals, data, software, processes, specifications, programs, concepts, techniques, and other information provided to Client in connection with the Services, along with all fee and pricing information with respect to the Services ("Information"), are the proprietary and confidential property of Bank and/or its relevant licensors or suppliers. Client agrees to use the Information only in the manner specified by Bank and in the ordinary course of Client's business, to return it to Bank upon termination of the relevant Service, and to keep the Information confidential

and limit access thereto only to its Agents, officers, employees, and other representatives who require access in the normal course of their duties and are bound by written confidentiality obligations at least as stringent as Client's obligations hereunder, except to the extent the Information is already in the public domain. In addition, Client may disclose Information to the minimum extent required pursuant to a subpoena, or requirement of a governmental agency or law so long as Client (i) provides the Bank with notice (if permitted by the agency or law) prior to any such disclosure to afford the Bank the opportunity to oppose disclosure, and (ii) takes all reasonable steps to maintain the information in confidence. Client shall notify Bank immediately if any of Information is lost or its confidentiality is reasonably believed to be compromised.

- B. **Exceptions.** This Section 1.4 does not limit either Bank's or Client's ability to disclose information: (i) with prior approval in writing or fax or e-mail from the other party, (ii) to its attorneys, accountants, auditors or other professional advisors, or to Client's Agents who are under a similar contractual or professional duty of confidentiality, (iii) that becomes public prior to such disclosure through legal means (other than a breach of this Agreement or a breach of obligations of a third party), or (iv) that was in its possession or available to it prior to its receipt in connection with a Service hereunder.

1.5 Communication Terms

- A. **Notices.** All communication and notices provided pursuant to this Agreement will be provided in writing to the other party at the postal, e-mail, fax or other address on any Enrollment Form. Unless we agree otherwise, change of address or name must be made in writing by the Authorized Signer(s). Informing us of your address or name change in any other manner is not sufficient. Notices will be deemed to have been given or made (i) when received, if delivered by hand or courier, or (ii) three (3) Business Days after such notice is deposited in the United States mail, or (iii) if sent by e-mail, express mail or fax, the earliest to occur of its actual receipt by the intended recipient or the Business Day following the day in which it was sent; provided, however, that Bank shall not be deemed to have received an

e-mail or fax until Bank confirms such receipt by returning a fax or e-mail to Client. Any notice or communication sent to you at the postal, e-mail, fax or other address noted in our records shall be effective unless we have received an address change notice from you and have had a reasonable opportunity to act on it. We may impose a service fee if any notice or communication sent to you is returned to us, and we attempt to locate you; however, you understand and agree that we are not required to locate you if you fail to provide an address change notice. If you fail to notify us of a change of address or for any other reason a statement is returned to us, we may destroy the statement and any accompanying items that are returned to us.

- B. **Electronic Communication.** If Client provides an e-mail address for itself or its Agent(s) listed on any Enrollment Form(s) (as updated by Client from time to time), Client consents and agrees to receive information and notices at such e-mail address from Bank via Electronic Communication. Client understands that Electronic Communications are inherently unsecure due to the possibility of error, delay, or observation or receipt by an unauthorized person.
- C. **Death, Incompetence, or Cease of Business.** You shall notify us promptly if an Authorized Signer(s) dies, becomes legally incompetent, or is no longer authorized to act on your behalf. We may continue to honor an Authorized Signer's purported Instructions until we (i) know of his/her death or incompetence, and (ii) have had a reasonable opportunity to act on that knowledge. Regardless of whether we have knowledge of the Authorized Signer's death, unless we are ordered to stop payment by someone claiming an interest in the Account, we may in our discretion pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after an Authorized Signer's death or legal incompetence. You shall also promptly notify us if the Business merges into another entity, if the Business is dissolved, or if the Business ceases operations for any reason.

1.6 General Security Procedures

This Section 1.6 shall apply to all the Services offered in the Agreement.

A. **Security Controls.** You shall establish and maintain physical, electronic, and administrative security controls regarding access to banking and funds transfers systems, bookkeeping and accounting functions, the use and safe keeping of all bank checks, unused check stock, Personal Identification Numbers ("PINs"), ATM/debit cards, credit cards, User IDs, passwords, and any other item or instrument related to your Account and/or any Service. You shall immediately notify our Treasury Management Client Support Department at the number provided by Bank in the Supplemental Documentation if any of these systems or items are or may have been lost, stolen, or used without your authorization, or if you believe there is an error on your periodic Account statement. You are responsible for reasonable security and control measures for your Account including but not limited to:

- maintaining written internal policies and/or procedures for handling and securing bank related information;
- reviewing all statements and other documents received from Bank immediately upon receipt;
- securing check stock and limiting access to only those who have check writing authorization; periodically auditing unused check stock;
- instituting dual controls standards for handling check stock;
- reviewing Account activity daily through Online Banking in addition to monthly reconciliation; never leaving your computer unattended while using Online Banking. Once your banking is completed, signing off, and closing your browser before leaving your computer;
- never sharing your Online Banking User ID/password, or other Account information (including your Account number & ATM PIN). Sharing this information constitutes a misuse and therefore all transactions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you intended those transactions to be made;
- limiting the number of your employees authorized by you to have Online Banking access and issuing separate User IDs and passwords for each of your Authorized Users; and

- reviewing information provided by the Bank from time to time regarding recommendations involving Account security.

B. **Review of Statements.** You must promptly review your statements, checks, debit slips, items, and any other records sent or made available to you (whether by mail, at our offices or electronically) to determine whether any debit to your Account was improper, unauthorized, suspicious, or fraudulent because of an unauthorized drawer's signature, alteration or unauthorized endorsement on an item or withdrawal request or for any other reason (collectively, "Unauthorized Debit"). You must provide written notice to Bank of an Unauthorized Debit immediately upon discovery and in no event more than fourteen (14) days after the first statement containing the first Unauthorized Debit was sent or otherwise made available to you. Such notice shall include identifying the Unauthorized Debit by item number, amount, payee, date, and the reason that you are objecting to the Unauthorized Debit and any other information that we may request. If you fail to timely discover and report an Unauthorized Debit, you will be precluded from asserting against us (i) the Unauthorized Debit (if we prove that we suffered a loss by reason of your untimely report) and (ii) any other Unauthorized Debit by the same wrongdoer (if paid in good faith by us before we received your report and after you have had a reasonable time not exceeding fourteen (14) days after the first statement containing the first Unauthorized Debit was sent or otherwise made available to you). If the previous sentence applies and you prove that we failed to exercise ordinary care in paying the item constituting the Unauthorized Debit, which failure substantially contributed to the loss, then the loss will be allocated between you and us according to the extent to which each of you and we failed to exercise ordinary care. For avoidance of doubt, Bank shall be deemed to have exercised ordinary care if it effected any Online Banking request, Entry, intra-Account transfer, Online Banking stop payment request, or other funds Online Banking transfer (any of which, an "OLB Transaction") with User IDs and/or passwords associated with the Client and/or Client's Users, unless Client first provided notice of Unauthorized Transactions involving such User IDs and/or Passwords and

Bank had reasonable time to act upon such notice. If you elect to review your statements electronically via the Internet, you authorize us to retain and copy at our expense all checks, drafts, debits, and credit advice for the Account. After the original documents have been copied, they will be destroyed, but will be available for viewing online for a period of one (1) year. Copies of items are maintained by us as required by law. The same restrictions for notifying us about an unauthorized signature, unauthorized endorsement, or alteration, as contained in this Agreement, apply to electronic statements.

- C. **Unauthorized Activity.** If you report an Unauthorized Debit and we believe that your Account has been the target of criminal activity, we may restrict access to your compromised Account, issue replacements for lost or stolen checks, PINs, ATM/debit cards, credit cards, User IDs, passwords or other items or instruments, but only after you have provided such proof and security or Indemnification as we may require. In addition, we may decide in our sole discretion to close your Account and have you open a new account to help prevent future losses. Client will regularly and promptly review and verify all information provided to it concerning the Services, including without limitation Account statements, reports, Check payment records, adjustments, charges, and/or other billing statements, and other transactions and, within a reasonable time (which in no event will be greater than fourteen (14) days) will notify Bank of any error or discrepancy between Client records and any Bank notice or statement, or any Unauthorized Debit. Unless otherwise required by Applicable Law, Client's failure to notify Bank of such error, discrepancy, or Unauthorized Debit within fourteen (14) Days after the first statement containing the first Unauthorized Debit was sent or otherwise made available to you shall relieve Bank of any liability.
- D. **Errors and Questions.** You must notify us immediately if you discover or believe an Unauthorized Debit or error occurred on your Account(s). Notices and questions concerning transactions completed with one or more of the Services should be directed to the phone number and/or address designated by Bank in its Supplemental Documentation.

- E. **Claim of Loss.** If you claim a credit or refund because of an Unauthorized Debit, you shall cooperate with us in the investigation of the loss, including giving us an affidavit of indemnity and any other information we may require concerning your Account, the transaction, and the circumstances surrounding the loss. You shall promptly notify law enforcement authorities of any criminal act related to the Unauthorized Debit and provide to us a copy of the police report. You must also agree to prosecute the perpetrator to the fullest extent of the law. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. If in our commercially reasonable judgment we determine after the investigation that you failed to exercise reasonable care in securing checks, passwords, or otherwise violated our required Security Controls or Online Banking Security Controls, then we shall not be liable for such Unauthorized Debit.
- F. **Recovery from Third Parties.** You shall not waive any rights you have to recover a loss stemming from an Unauthorized Debit against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You shall pursue your rights, or at our option, assign them to us so that we may pursue them. Any liability we may have to you will be reduced by the amount you recover, or are entitled to recover, from these other sources.
- G. **Contact by the Bank.** No Bank employee, or any company affiliated with the Bank, will contact you via e-mail or phone requesting your account information or security information. If you are contacted by anyone requesting this information, please contact the Bank immediately.

1.7 Security Procedures for Online Banking Service

This **Section 1.7** shall apply to all Services offered in the Agreement that are accessed via Online Banking. In the event of a conflict between **Section 1.6** and this **Section 1.7**, this **Section 1.7** shall control.

- A. **Use of Security Procedures.** Bank and Client agree to use the Security Procedures set forth in this **Section 1.7** (in conjunction with additional Security Procedures, if any, contained in the Supplemental Documentation or an Enrollment

Form with regard to a particular Service) in connection with the Services offered in the Agreement that are accessed via Online Banking or the Internet. Client agrees that such Security Procedures are commercially reasonable for Client, and Client shall be bound by any Instructions, Entries, wire transfer Request, fund transfer, transaction, service change order, or any other communication that is acted upon by Bank in accordance with the Security Procedures. Client acknowledges and agrees that the Security Procedures are not for the purpose of detecting errors in the transmission or content of any information, Entries, wire transfer Request, fund transfer, transaction, service change order, Instruction, or any other communication transmitted by Client. No security procedure for the detection of any such error has been agreed upon between Bank and Client. If Client selects certain security procedures to use in connection with a Service and the selected security procedures provide less protection than other Security Procedures offered by Bank, Client understands and agrees that (i) Client waives the protection afforded by the Security Procedures it declined to select, (ii) the security procedures selected by Client shall be deemed to be commercially reasonable, and (iii) Client shall indemnify and hold Bank harmless from and against all losses and liabilities relating directly or indirectly to Client's use of such security procedures selected by Client. Bank reserves the right to issue new Security Procedures through the use of Supplemental Documentation and/or Enrollment Forms, in connection with particular Services that allow OLB Transactions, and/or (ii) establish additional security through the use of other types of multi-factor authentication. Bank reserves the right to audit Client's compliance with the Security Procedures at any time and at Client's expense, and to mandate controls or suspend Services until Client complies with such Security Procedures.

- B. **Client Review of Security Procedures.** Client agrees to review and implement all Security Procedures available in connection with Online Banking, including procedures to protect the confidentiality of its authentication credentials (such as User IDs and passwords of Authorized Users). In addition, the Bank may post important security notices on its website and/or send Client

and/or Authorized Users security related notices or reminders; Client agrees to read all such security notices. Client agrees to notify Bank in the event that Client's use of Online Banking would be better served by a level of security that exceeds that offered by the Online Banking Service. If Client fails to notify the Bank, Client acknowledges and agrees that the Security Procedures of Online Banking are appropriate for its needs and will provide Client with a commercially reasonable degree of security against unauthorized use.

- C. **Administrative Users.** You can use Online Banking for online access to other Services, such as the ACH Origination Service or Wire Transfer Service. As part of your enrollment in the Online Banking Service, you agree to select and identify to us, in the Online Banking Enrollment Form, one or more "Administrative Users", who will be shown on our records as the authorized Administrative Users for your Services (including without limitation the Online Banking Service, ACH Origination Service, and Wire Transfer Service). You agree that only designated Administrative User(s) may: (i) add additional Users (each a "Sub- User") to gain access via Online Banking for your enrolled Services; (ii) provide each Sub-User with a unique User authentication credential; and (iii) grant each Sub-User access to additional Services. You agree to have each Sub- User use a unique authentication credential for connection to Online Banking.
- D. **Authorized Users.** You certify and warrant that each individual signing the Enrollment Form for Services has been properly authorized and empowered to do so and the Administrative User(s) you appoint has been properly authorized and empowered to add additional Sub-Users for your Services or any part of the Services, and that we may rely without inquiry or liability upon the instructions of the Administrative User(s). You warrant and represent to us that those Sub-Users added to your Services by the Administrative User have your full authority to be added as a Sub-User for the Services.
- E. **Authentication Credentials Protection.** The Client shall establish and maintain procedures to safeguard against unauthorized OLB Transactions. Client agrees to: (1) limit access to authentication credentials to persons who have a need to know

such information; (2) closely and regularly monitor the activities of employees who access Online Banking; and (3) prohibit its employees and agents from initiating OLB Transactions without proper supervision and adequate controls. The Client warrants that no individual will be allowed to initiate OLB Transactions in the absence of proper supervision and safeguards and agrees to maintain the confidentiality of the Security Procedures and any authentication credentials, passwords, PINs, codes, security devices and related instructions provided by Bank in connection with the Security Procedures described. Client acknowledges that no person from Bank will ever ask for any Passwords, and that Bank employees do not need and should not ask for authentication credentials. Client shall change its user authentication credentials at least every ninety (90) days (or such shorter period as may from time to time be established by Bank) and whenever anyone who has had access to an authentication credential is no longer employed or authorized by Client to use Online Banking. Bank may require Client to change its authentication credential at any time.

- F. **Authorized Transactions.** Client hereby acknowledges that any Administrative User of the Client designated under the Agreement shall be granted authority to: (i) authorize one or more Sub-Users to initiate transactions via Online Banking, including but not limited to Requests via Online Banking; (ii) authorize one or more Sub-Users to initiate ACH Entries via Online Banking; (iii) authorize one or more Sub-Users to initiate intra-Account transfers; (iv) authorize one or more Sub-Users to initiate stop payment requests via Online Banking; (v) authorize one or more Sub-Users to initiate and/or terminate wire transactions via Online Banking; (vi) establish unique temporary authentication credentials for each Online Banking Service Sub-User, which will require immediate change by Sub-User at first login; and (vii) establish limits on each such Sub-User's authority to access Account information and conduct transactions. Client is solely responsible for the actions of its Administrative User, the authority the Administrative User gives others to act on its behalf, and the actions of any Sub-User who uses the Services. Any OLB Transaction effected with User IDs and/or passwords associated with the Client and/or

Client's Administrative User or Sub-User shall be deemed to be authorized transactions, including without limitation transactions resulting from phishing attacks, spoofed websites, malware, trojan viruses, or other third party attempts to compromise confidential Account information under your control or the control of your employees and/or agents. You agree that you and/or your Administrative User shall remove User access to the Online Banking Service for all persons no longer authorized to have such access. If any of your Administrative User or other Users gives an unauthorized person his/her authentication credential, you are responsible for all transactions that person performs using your Services. All transactions that unauthorized person performs, even those transactions you did not intend or want performed (including without limitation fraudulent transactions), shall be deemed to be authorized transactions and you shall have no recourse against us relating to such transactions. Client acknowledges that it may have multiple Accounts for which it authorizes access to the online Services, which may or may not have the same tax identification number or social security number. Client further acknowledges that Client alone is responsible for monitoring access to such Accounts by its officers, employees, and Agents, and that Bank shall have no liability for any Client employee, Administrative User, Agent, Agent employee, or other User gaining unauthorized access to any Accounts, or performing unauthorized transfers between any Accounts or any intentional or fraudulent misconduct. Authorized Users may communicate with the Bank using the secure e-mail service available through Online Banking. Bank shall be entitled to rely on any written notice or other written communication contained in a secure e-mail purported to be from an Authorized User, which is received via the Online Banking Service, and such communication shall be deemed to be authorized by Client.

- G. **Authentication Credential Revocation.** The Bank will establish a limit on unsuccessful attempts to use an authentication credential, and access to Online Banking will be denied if a User exceeds such limit. To re-establish authorization to use Online Banking, non-Administrative Users must contact the Administrative User to have the authentication credential reset or obtain a new

temporary authentication credential. Administrative Users must either use the function in Online Banking or contact Online Banking Client Support to have the authentication credential reset or obtain a temporary authentication credential. For Client's protection, Authorized Users should sign off after every Online Banking session and close their Internet browser to ensure confidentiality.

- H. **Online Services Support.** Client understands that Bank may only work with Client-designated Administrative Users for support of the Online Banking Services, including without limitation the online wire transfer services and the ACH Origination Service.

- I. **Keeping Administrative User Documentation Current.** The Client is responsible for keeping their Administrative User information current with Bank and shall promptly contact Online Banking Client Support to update Administrative User documentation when any changes occur involving Client's Administrative User(s) responsibilities involving Online Banking. This information is provided to Bank upon initial set up of the Online Banking Service.

- J. **Security Procedures for Online Transactions.** Bank and Client agree that the Security Procedures involving Online Transactions initiated through Online Banking shall be as follows: (i) both a User ID and password associated with Client, Client's Administrative User, or a Sub-User (any of whom would be deemed an Authorized User) must be used to gain access to Online Banking; (ii) in the event unusual login or transaction activity is detected, Bank shall use a limited number of challenge questions to help verify the identity of the individual attempting to access Online Banking; and (iii) authentication hardware and/or authentication software (either of which, a "Security Token") shall be used, which Security Token generates one-time passwords, and such one-time passwords must be entered before access to Online Transactions via Online Banking is granted. Bank, in its sole discretion, may (i) establish additional Security Procedures through the use of Supplemental Documentation and/or Enrollment Forms, in connection with particular Services that allow Online Transactions; and/or (ii) establish additional security through the use of

other types of multi-factor authentication.

- K. **Computer Network Protection.** Client shall be solely responsible for maintaining commercially reasonable accounting, network security, and computer security audit policies and procedures with regard to computers and networks used to access Online Banking. Client shall monitor Accounts on at least a daily basis and immediately notify Bank of any suspicious activity, including without limitation unexpected authentication credential resets, unknown transactions, suspected User credential compromises, suspected embezzlement, or any other circumstances that might compromise Client's computer(s), network, or Account security. In accessing Services through Online Banking, Client shall provide annual training to its employee(s) as part of Client's internal security program.

- L. **Notice of Unauthorized OLB Transactions.** If the Client believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, the Client agrees to notify Bank immediately (by phone or electronic mail) and follow such immediate notification with written confirmation. The occurrence of unauthorized access will not affect any OLB Transactions made in good faith by Bank (i) prior to receipt of such notification, or (ii) within a reasonable time period after such notice, and Bank shall have no liability for the same.

- M. **Hardware and Software Maintenance.** Use of the Services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer, Internet browser software, and other software, including without limitation, maintaining current software upgrades and applying critical security patches. You shall be responsible for internal and external intrusion testing of your network system, as well as systemic or operational risk contingency planning with regard to your network system. You are also responsible for maintenance and connectivity of telecommunication with your ISP (Internet service provider). Additionally, it is your responsibility, and you agree to maintain up-to-date anti-virus, anti-spyware, and anti-malware programs and firewalls on all of your systems.

N. **Limitation of Liability.** The risk of error, failure, or non-performance of the Online Banking Service is solely your risk and includes the risk that you do not operate or maintain your computer or software properly. Bank shall not be responsible for any error in the transmission or content of an OLB Transaction. We make no warranty to you regarding your computer(s) or about any software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any errors or failures from any malfunction of your computer or the software, nor are we responsible for any electronic virus, spyware, or malware that you may encounter, whether associated with the use of the Services or otherwise. We have no liability to you for any damage or any other loss, whether direct or consequential, which you may suffer or incur by reason of your use of your computer or any software, and you agree to indemnify, defend, and hold harmless the Bank for any losses or liability incurred by the Bank resulting from your failure to maintain your computer and software as required hereunder.

O. **Dual Control.** Client dual controls are required with regard to Online Requests and initiation of ACH Entries (i.e., more than one individual in the Client's organization must approve ACH Entries and and/or Online Requests) and for avoidance of doubt shall be considered to be part of the Security Procedures set forth in **Section 1.7.A**. It is strongly recommended by Bank that Client require dual controls with regard to its other Online Banking transaction functions, as doing so will help to maintain a higher level of security. Client understands and agrees that Bank shall not be liable in any way for any losses stemming in whole or in part from Client's decision to forego dual controls with regard to Online Transactions. Client understands and agrees that (i) Client's decision to forego dual controls with regard to Online Banking transactions functions represents a rejection of Bank's security procedure, (ii) Client's decision to use single control of Online Transactions functions (in conjunction with the other Security Procedures described in **Section 1.7.A** shall constitute an acceptance of an alternative security procedure under Uniform Commercial Code § 4A-202(c) (the "Alternative Procedure"), and (iii) Client agrees to be bound by any Online Banking transaction, whether or not

authorized, issued in its name and accepted by the Bank in compliance with the Alternative Procedure.

P. **Telephonic Verification of Online Transactions**

Bank may, in its sole discretion, use callbacks from time to time to verify Online Transactions initiated through Online Banking. Client agrees that Bank's use of callbacks for Online Transactions is not required under the Agreement, Bank's failure to use callbacks to verify any Online Transactions shall not be deemed to be a violation of the Security Procedures set forth in the Agreement and/or any Schedules thereto, and Bank's failure to use a callback on any transaction shall in no way be the basis for a claim of liability by Client against Bank.

1.8 Compliance with Security Procedures

If an Online Banking transaction (or a request for cancellation or amendment of an Online Banking transaction) received by Bank purports to have been transmitted or authorized by the Client, it will be deemed effective as the Client's authorized Online Banking transaction (or request) and the Client shall be obligated to pay to Bank the amount of such Online Banking transaction, even if the Online Banking transaction (or request) was not authorized by the Client, provided that Bank accepted the Online Banking transaction in good faith.

If an Online Banking transaction (or request for cancellation or amendment of an Online Banking transaction) received by Bank was transmitted or authorized by Client, Client shall pay to Bank the amount of the Online Banking transaction, whether or not Bank complied with the Security Procedures referred to in this Agreement with respect to that Online Banking transaction and whether or not that Online Banking transaction was erroneous in any respect or whether that error would have been detected if Bank had complied with such procedure.

1.9 Data Breach

Client agrees that it shall adopt and implement commercially reasonable policies, procedures, and systems to receive, store, transmit, and destroy Consumer-Level ACH Data and all other consumer data in a secure manner and to protect against data breaches involving Consumer-Level ACH Data or any other consumer data ("Data Breaches"). In the event

Client becomes aware of or suspects a Data Breach, it shall (i) notify Bank and cooperate with any investigation conducted by Bank, Bank's federal or state regulators, law enforcement authorities, and/or the "ACH Operator" (as defined in the ACH Rules), and (ii) immediately commence and diligently pursue an investigation of the circumstances to determine (1) if a Data Breach has actually occurred, (2) the scope of the Data Breach, including the type and amount of data affected, (3) the risk that the affected data will be misused, and (4) what steps are necessary to prevent further unauthorized access to Consumer-Level ACH Data and all other consumer data.

Client's notification to Bank shall include the following findings concerning the Data Breach incident:

1. approximate cause(s) of the breach incident;
2. approximate date of the breach incident;
3. approximate size of the affected population (victims);
4. the type of data exposed; and
5. the routing and transit numbers (RTNs) of the affected RDFI accounts.

1.10 General Terms and Conditions

- A. **Authorization Changes.** Client agrees that only those persons authorized pursuant to the procedures contained in this Agreement and the Enrollment Forms may initiate and/or verify Instructions with Bank. Changes by Client in any information supplied to Bank, or any changes in the designated account numbers, or authority of the persons named on Enrollment Forms or Supplemental Documentation, shall not be binding upon Bank until Bank has received actual written notice of the changes at the address of Bank designated in **Section 1.5.A** of this Agreement and has had reasonable time to implement them. If such written notice pertains to changes to Administrative Users or other individuals named in Enrollment Forms or Supplemental Documentation provided to Bank, such notice shall be (i) accompanied by Client's corporate resolution approving such change, (ii) signed by an officer of Client authorized to sign on behalf of the Client by corporate resolution, or (iii) upon Bank's request, accompanied by documentation that evidences Client's authorization of such change. Bank may rely on any notice regarding changes to Administrative Users or other individuals named in Enrollment

Forms or Supplemental Documentation provided to Bank that appears to be in conformity with any of the three conditions set forth in the preceding sentence.

- B. **Authorized Signers** You represent, and agree, that the Authorized Signer(s) on your Account(s):
1. is fully authorized to sign all documents in the capacity stated therein;
 2. has furnished all documents necessary to evidence his or her authority; and
 3. will furnish any other documents in such form as we may request from time to time.

We are not required to recognize any corporate resolution or other agreement affecting the Account that is not on our form. Any change in Authorized Signers will not be effective against us until three (3) Business Days after our receipt of the documents effecting the change, although we may recognize such change earlier in our sole discretion. We have no duty whatsoever to monitor or ensure that the acts of the Authorized Signer(s) are for the benefit of Client.

- C. **Maintenance of Account.** The Client shall maintain with Bank at least one demand deposit or commercial checking Account for the purpose of providing available funds and for deposit of received funds in connection with the use of the Services. The Account shall be subject to the terms of the Account Disclosure Agreement and this Agreement, including without limitation the terms of the deposit Service. Unless Bank otherwise requires the Client to maintain collected funds, the Client shall maintain sufficient available funds in the Account(s) to support any transaction initiated under the Services and to cover any fees the Client is obligated to pay under this Agreement. If at any time there are not sufficient collected funds in the Account to cover all outstanding transactions and other payment obligations of the Client under this Agreement, the Client shall immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations.
- D. **Bank's Reliance; No Review.** Bank is entitled to rely on any Electronic Communication, notice, document, or Instruction believed by it in good faith to be genuine and correct and to have been given, signed, and/or sent by Client or on behalf of

Client by its Agent, and shall not be obligated to review or otherwise verify the authenticity of the information (or, except as otherwise required by specific Security Procedures pertaining to Online Banking transactions, Requests and/or Entries, the identity of the provider of such Instruction), and Bank will not be liable to Client and Client shall indemnify and defend Bank for and against any claim, loss, damage or expense (including reasonable attorneys' fee) for the consequences of any such reliance.

E. Rejections and Refusals to Execute Instructions.

Bank may reject or refuse to accept, process, or act upon (or may delay accepting, processing, transmitting, executing or acting upon) any Instruction (including without limitation any Online Banking transaction) that Bank in good faith believes for any reason to be (i) unauthorized, incomplete, ambiguous, erroneous, or redundant; (ii) not in accordance with the Security Procedures (including without limitation, where the Online Banking transaction and/or identity of the purported Administrative User or other Service User cannot be verified in the sole and absolute discretion of Bank); (iii) otherwise not in accordance with the provisions of this Agreement, the Enrollment Form (including, without limitation, any schedule, exhibit, or addendum to this Agreement or any Enrollment Form), the User Manual, or any other agreement governing Client's relationship with Bank; (iv) in violation of any then applicable statute, rule, regulation, order, or government policy to which Bank or the Account(s) is (or, in Bank's sole opinion, may be) subject; (v) in excess of Client's collected and available funds on deposit in the applicable Account(s) or the amount available to Client under any credit facility immediately available from Bank; (vi) in excess of any limitation on Bank upon its intra- day net funds position established pursuant to then-applicable Federal Reserve guidelines; (vii) in violation of any provision of any then- applicable risk control program of the Federal Reserve or Bank's federal or state regulator; or (viii) involving funds the ownership of which is in question. For these purposes, funds are not considered to be available if such funds are (or Bank reasonably believes such funds may be) subject to a hold, dispute, encumbrance, or legal process preventing their immediate withdrawal, or if Bank otherwise believes that a transfer of

such funds would not be final and irrevocable. Notwithstanding the foregoing or anything else herein, Bank will have no obligation hereunder to detect any unauthorized, erroneous, or otherwise impermissible requested Instruction. Bank may, in its sole discretion, notify Client of its rejection or refusal to accept process or otherwise act upon an Instruction.

F. Status of Parties. The relationship of Bank, on the one hand, and Client and its Agent, on the other hand, is solely that of independent contractors. Neither Bank nor Client will be considered to be an employee or agent of the other. Nothing contained in this Agreement will be construed to create any partnership or joint venture between Bank and Client.

G. Standard of Care. Bank's duties and responsibilities are limited to those specifically described in this Agreement and the Enrollment Form(s). Bank will exercise commercially reasonable and ordinary care in performing its obligations, unless otherwise expressly provided herein or required by Applicable Law. Bank makes no warranty, either express or implied, to Client with respect to any service or product provided or to be provided hereunder, as further described in **Section 1.10.N**.

H. No Extension of Credit. Neither this Agreement nor the provision of any Service, nor the terms of any Enrollment Form or Supplemental Documentation will be construed to obligate Bank to create an overdraft, pay any amount in excess of Client's collected and available funds in any applicable Account, or lend money or otherwise advance funds to or on behalf of Client, unless expressly set forth in a written agreement between Client and Bank.

I. Release; Force Majeure. Unless otherwise required by expressly Applicable Law, Bank will not be liable for, and Client hereby releases Bank from any responsibility for, any loss arising directly or indirectly, in whole or in part, from any of the following causes: (i) any act, failure to act, or delay in acting on the part of any person not within Bank's control, including but not limited to Client or its Agent, (ii) the negligence or misconduct of Client, any Agent, or any other officer, employee or agent (apparent or

otherwise) of Client, (iii) any inaccuracy or ambiguity in any information given to Bank (including, without limitation, any incorrect, incomplete, or untimely information) by Client, (iv) any error, failure, or delay in the provision of any Service, execution of any Instruction, or performance under any Enrollment Form or other instruction that is caused by any natural disaster, market volatility, market trading volumes, an act of governmental or military authority, legal constraint, fire, flood, earthquake, windstorm, other natural calamity, war, riot, civil unrest, act of terrorism, labor disturbance, strike, lockout, inability of Bank to obtain labor, materials or transportation in a timely manner, electrical, communication, telecommunication, word processing or computer failure, or interruption of service (whether hardware, software, or both) and which failure or delay in performance is not within the direct and reasonable control of Bank, or (v) any other cause or circumstance beyond the reasonable control of Bank.

- J. **Liability of Client.** Client shall be liable for any loss or damage resulting directly or indirectly from Client's breach of this Agreement or to which Client's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Client's current and/or former employees, Agents, Authorized Representatives, Authorized Offline Initiators, Administrative Users, Users, or any third party except loss or damage involving a third party when the loss or damage is a direct result of Bank's gross negligence or willful misconduct. Examples of such liability of Client include, but are not limited to, instances when one of its current or former employees, Agents, Authorized Offline Initiator, Administrative User, or User effects one or more Instructions to Client's detriment, or when any unauthorized Transaction is effected through Online Banking.
- K. **Indemnification of Bank.** Client, including without limitation, a Client acting in its capacity as an agent on behalf of a third party, shall indemnify, reimburse, and otherwise hold harmless Bank, its affiliated companies, and its officers, employees, and agents for any and all costs, losses, claims, taxes, expenses (including but not limited to reasonable attorneys' fees), liabilities, and damages of any kind or nature incurred or sustained by Bank (i) as a result of a breach by

Client of any representation, warranty, covenant, or obligation in this Agreement, (ii) the negligence, fraud, or willful misconduct of Client, its employees, independent contractors, Agents, Users or Authorized Offline Initiators, (iii) the failure of Client to comply with any Applicable Law, or (iv) in the performance of Services for Client (including without limitation Services provided for an Agent). Any claim for indemnification will be submitted by Bank to Client in writing, along with a summary of the facts constituting the basis of such claim. This indemnification obligation is in addition to, and not in lieu of, any indemnification obligation(s) set forth elsewhere in this Agreement.

- L. **Right of Set Off.** Bank may, without prior notice or demand, set off any amount to which it may be entitled under (i) Section 1.10K, (ii) any other terms or conditions of this Agreement, or (iii) any other agreement between Client and Bank (all or any of the foregoing (i) – (iii) herein, a "Debt"), against any amounts or obligations owed to Client (including without limitation any Account held at Bank), whether under this Agreement or otherwise relating to the Services or pursuant to another agreement between Client and Bank. The exercise of this right by Bank, whether or not ultimately determined to be justified, will not constitute a breach, or an event of default under this Agreement or under any other agreement between Bank and Client. Neither the exercise of, nor the failure to exercise, this right will constitute an election of remedies or limit Bank or any of its affiliated companies and/or officers, employees, and agents in any manner in the enforcement of any other remedies that may be available to them hereunder. Bank may use the money from the Accounts to pay the Debt even if Bank's withdrawal of the money from such Accounts results in a loss of interest, an interest penalty, or dishonor of checks or other items or orders. Bank may use the money in any of the Accounts to reimburse Bank for Debt owed by the Business or the Authorized Signer(s). In the case of a Business that is a partnership, each partner or joint owner of the Account agrees that Bank may use all or any portion of the money in the partnership or joint Account to satisfy any one of their individual obligations to Bank. Similarly, each partner agrees that Bank may use the money in his or her individual Accounts to satisfy obligations relating

to or arising from the partnership's Account. In the case of a Business that is a sole proprietorship, the owner agrees that Bank may use the money in his or her individual and/or joint Account(s) to satisfy obligations relating to or arising from the sole proprietorship's Account. If the Debt arises from a note, any due and payable debt under such note includes the total amount of which Bank is entitled to demand payment under the terms of the note at the time Bank exercises its right of setoff, including any balance owing to Bank on the due date upon which Bank properly accelerates under the note. Client shall indemnify Bank in connection with Bank's exercise of its right of setoff.

M. Client Representations and Warranties. Client represents and warrants to Bank that Client is duly organized in accordance with the laws of the jurisdiction of its organization, and that each person executing the Treasury Management Authorization, the Agreement, Enrollment Form or any other document relating to this Agreement is properly authorized to do so by Client. Client acknowledges and agrees that Bank is entitled to rely on such signatures as conclusive authority to enter into this Agreement and obtain the applicable Service. Client also covenants to Bank each time Client uses a Service, that: (i) Client is validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) Client's assent to this Agreement is authorized and that its obligations hereunder are Client's legal, valid, and binding obligations; (iii) each person signing documents on behalf of Client, including its Agent, has the requisite power and authority and has taken all necessary action to execute and deliver the Instructions, and to perform Client's obligations under this Agreement and each Service used by Client; (iv) any consent or authorization of any governmental authority or third party required to be obtained by Client in connection with this Agreement or any Service used or performed pursuant to this Agreement has been obtained; (v) the Services are not intended to and will not be used by Client for purposes in violation of Applicable Law; (vi) Client is not acting on behalf of or transmitting funds to or from any party subject to sanctions enforced by U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"); (vii) Client is utilizing the Service solely for commercial use and not for any personal,

family, or household purposes; (viii) if Client is acting in its capacity as an Agent, Client is a duly authorized Agent for the principal Client and has the power and authority to use the Services on behalf of the principal Client; and (ix) Client shall not to attempt to circumvent any hardware or software employed by the Bank or any Vendors to prevent unauthorized access to the Services and/or associated software, including without limitation modifications, decompiling, disassembling, and reverse engineering thereof.

N. Disclaimer of Bank Warranties, Limitations on Liability. BANK HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SERVICES, INCLUDING ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS, OR SUITABILITY OF ANY SERVICES FOR CLIENT, OR AS TO ANY EQUIPMENT OR SOFTWARE PROVIDED BY BANK OR THE COMPATIBILITY OF BANK'S SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH CLIENT. BANK MAKES NO WARRANTY THAT ANY SERVICE WILL MEET CLIENT REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE. BANK MAKES NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

Client acknowledges that the Services are provided by Bank without representation or any of the warranties discussed above and that Bank is not responsible for determining the accuracy, timeliness, or completeness of information provided to Bank by Client or any third party. IN NO EVENT WILL BANK BE LIABLE TO CLIENT FOR ANY LOST PROFITS OR THIRD-PARTY CLAIMS OR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO, CONNECTED WITH OR PERTAINING TO EITHER THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES HEREUNDER.

These limitations will apply whether or not the likelihood of such losses or damages was known or

should have been known by Bank, and regardless of the legal or equitable theory of liability advanced by Client. Client's exclusive remedy for any cause whatsoever and regardless of the form of action (whether in contract or in tort, including negligence) will be limited to the actual, proven damages of Client that are the immediate and direct result of an action or failure to act by Bank constituting gross negligence or willful misconduct. BANK'S LIABILITY SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT FOR THE SERVICES DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

- O. **Third Party Service Providers.** Provision of certain Services is dependent upon the Bank's ability to provide access to third party vendor networks. In the event any third party network is unavailable or in the event the Bank determines, in its discretion, that it is unable to continue providing any third party network access, the Bank may suspend or discontinue the related Services or may provide the Services through an alternate third party network. You acknowledge and agree that we may disclose and/or provide access to your confidential information and your Customer's confidential information, including but not limited to nonpublic personal information, to our vendors as necessary for us to provide Services. The Bank shall not be responsible for any acts or omissions in connection with the conduct of any third party vendors.
- P. **Compliance with Law.** Client will (and will ensure that its Agents will) comply with all Applicable Laws in connection with the Services. Client shall indemnify and hold Bank harmless for any and all fines and assessments imposed on Bank as a result of any alleged violations of Applicable Laws. Client acknowledges that it will not generate transactions that violate Applicable Law. This includes, but is not limited to, sanction laws administered by OFAC. It shall be the responsibility of Client to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC, or from the OFAC's home page site at www.ustreas.gov/ofac.) Client agrees that the performance of any action by Bank to debit or credit an Account or transfer funds otherwise

required by this Agreement, ACH Rules, or Uniform Commercial Code Article 4A is excused from the performance of such action to the extent that the action is inconsistent with Applicable Law, including the obligations of Bank under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). Client warrants and covenants that all actions taken by Client in connection with this Agreement, including the preparation, transmittal, and settlement of Online Banking transactions and payment orders, shall comply in all material respects with Applicable Law.

- Q. **Unlawful Internet Gambling Prohibition Notice.** Compliance with the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and the implementation of Regulation GG issued by the Board of Governors of the Federal Reserve System and the United States Department of Treasury, prohibits certain transactions within your Account.

"Unlawful Internet gambling" is defined in UIGEA as placing, receiving, or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable federal or state law in the state or tribal lands in which the bet or wager is initiated, received, or otherwise made. "Restricted transactions" are defined in Regulation GG to be transactions in which funds are knowingly accepted by gambling businesses in connection with participation by others in unlawful Internet gambling. Restricted transactions are prohibited from being processed through this Account or any Account you hold with our institution. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, debit card or credit card transactions, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. Internet gambling will generally be considered to be unlawful unless verifiable authorization is obtained by an appropriate state or tribal authority.

We may block or reject any such "restricted transactions", as defined in Regulation GG.

Further, we reserve the right to block or close any Account which we believe is in receipt of such transactions.

- R. **Client's Records.** Without limiting any obligations of Client to retain records as specifically set forth in this Agreement with respect to a Service, Client will retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, File, or Entry for thirty (30) days following such transaction.
- S. **Audit and Review.** Client agrees, upon reasonable notice by Bank, to permit Bank to audit, inspect, and review its policies and processes for purposes of ensuring Client's compliance with this Agreement, the ACH Rules, and Applicable Laws and regulations. Client acknowledges that Bank may from time to time require that Client develop and adopt internal controls and processes related to ACH origination, wire transfer procedures, or Internet banking practices as mandated by Bank as a condition to Bank's agreement to continue providing the Services to Client.
- T. **Governing Law.** Notwithstanding the place where this Agreement may be executed by any of the parties, the parties expressly agree that this Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Tennessee, without regard for its conflict of laws doctrine.
- U. **Venue; Jurisdiction; Service of Process.** Any legal action or proceeding arising out of or relating to this Agreement must be brought in the courts of the State of Tennessee, and Client hereby irrevocably submits to the jurisdiction of such court in any such action or proceeding. By executing any Enrollment Form or utilizing any of the Services, Client irrevocably consents to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by overnight or certified mail, postage prepaid, to Client at its address provided for notices in accordance with **Section 1.5.A.** If any dispute arising out of this Agreement or any action or proceeding to enforce a judgment based on a cause of action arising out of this Agreement is arbitrated or litigated between the parties hereto, the prevailing party shall be

entitled to recover its reasonable costs of suit, including reasonable legal fees in addition to any other relief to which it may be entitled.

- V. **No Waiver.** No failure or delay on the part of Bank or Client to exercise any right hereunder will operate as a waiver of such right, nor will any single or partial exercise by Bank or Client of any right hereunder preclude any other or further exercise thereof, or exercise of any other rights.
- W. **Severability.** Any provision of this Agreement, any Enrollment Form or any Supplemental Documentation which is unenforceable will only be ineffective to the extent of such unenforceable provision, without invalidating the remaining provisions of the document.
- X. **JURY TRIAL WAIVER.** Client and Bank hereby knowingly, voluntarily, intentionally, and irrevocably waive the right either of them may have to a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon, or arising out of, under, or in connection with, this Agreement and any other document or instrument contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for Bank entering into this Agreement. Further, Client hereby certifies that no representative or agent of Bank, or Bank's counsel, has represented, expressly or otherwise, that Bank would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision. No representative or agent of Bank, or Bank's counsel has the authority to waive, condition, or modify this provision.

Section 2 Online Banking Service

This Section 2 sets forth the terms and conditions of Bank's Online Banking Service. This Section supplements the terms of the Online Banking and Bill Payment Agreement between Client and Bank (the "OLB Agreement"). In the event of a conflict between the terms of this Agreement and the OLB Agreement, this Agreement shall govern. **Sections 2.1** through **2.3** are general terms that apply to all Clients enrolled in the Online Banking Service. Client may include certain additional specified Services in the Online Banking

Service by requesting such ability on the related Enrollment Form. **Section 2.4** applies to Client only if, and to the extent that, Client has requested and Bank has approved Client for participation in the Service described in such Section.

2.1 Internet Treasury Management Access

- A. **Online Banking Service.** By using the Online Banking Service, Client, through its Administrative User, Agent, or Users, may request that Bank accept and act upon Instructions. Bank will carry out such Instructions in accordance with and subject to this Agreement. All terms and conditions of the Enrollment Forms and Account Disclosure Agreement governing those Services will apply to such Services as delivered through the Online Banking Service, except to the extent such terms and conditions are inconsistent with this **Section 2**, in which event this **Section 2** will control.
- B. **Access and Equipment.** Bank will provide Client with access to the Online Banking Service for the Accounts as authorized by Client or its Agent. Bank assumes no liability whatsoever and makes no warranty of any kind as to the hours of access and/or the performance of the Online Banking Service. To utilize the Online Banking Service, Client will provide, at its own expense, connection via an Internet service provider, computer hardware, operating systems, and software that meet the minimum requirements set by Bank, as set forth on the Bank's website.
- C. **Stop Payment.** Client authorizes Bank to accept stop payment orders from Client through the Online Banking Service and the transmitted stop payment order (an "Online Stop Payment Request") will be deemed the equivalent of a written stop payment order in accordance with the Account Disclosure Agreement. An Online Stop Payment Request issued with regard to a funds transfer or item must be provided to Bank (i) in accordance with any instructions and/or disclosures regarding Online Stop Payment Requests within Online Banking and (ii) within a reasonable amount of time and in such manner as to allow Bank a reasonable opportunity to act on the stop payment order prior to acting on the funds transfer or item. Without limiting the foregoing, Bank will not be liable for honoring a

funds transfer or item within one (1) Business Day of receiving a stop payment order for the funds transfer or item. You shall indemnify us in connection with our refusal to pay such funds transfer or item. From time-to-time, the Online Banking Service may be inoperable. If requested by Bank, you will confirm any stop payment order in writing within fourteen (14) days of an oral stop payment order, or within seven (7) days of Bank's request, whichever is later. After six (6) months, a stop payment order will terminate and must be renewed in order to continue in effect. Bank may pay any item that is presented following the lapse of any stop payment order. If you place a stop payment order, you shall pay a fee in the amount set forth in Bank's then-current Fee Schedule.

2.2 Balance and Transaction Reporting

The Balance and Transaction Reporting Service described in this **Section 2.2** will be available for all Accounts. With this Service, Client may review online the balances of Accounts, transactions on Accounts, and images of Checks paid from Accounts. Client has responsibility for verifying information available to Client through the Balance and Transaction Reporting Service, and Client must notify Bank of any discrepancy no later than the next Business Day immediately following the Business Day during which such information becomes available.

2.3 Balance Inquiries and Account Transfers

You may use Online Banking to (i) check the balance of your Accounts and (ii) transfer funds among your Accounts at Bank ("Intra-Account Transfers"). By initiating Account Transfers, you represent and warrant that you are legally entitled (i) to make the Account Transfers in question, and (ii) to control of and/or access to the external account(s) to which funds are being sent. All withdrawals and transfers are subject to availability of funds in your Account and to any special limitations for the particular type of account described in your deposit Account Disclosure Agreement or in other Account agreements and/or disclosures you receive from Bank.

We strive to provide complete, accurate, and timely Account information through Online Banking. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. Balances shown in your

Accounts may include deposits that are subject to verification by us. The balance shown may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments, or charges. A transfer request may not result in immediate availability because of the time required to process the request. There may be situations that cause a delay in an update of your balances. Bank will use the most current collected balance immediately available at the time of a transaction on which to base its approval or denial of said transaction.

2.4 Check Positive Pay

A. **Service Description.** There are two different Check Positive Pay Services described in this **Section 2.4**. The Standard Positive Pay Service and the Payee Positive Pay Service both permit Client to identify exception items and instruct Bank whether to pay or return the items, except that the Payee Positive Pay Service (unlike the Standard Positive Pay Service) allows for the payee name to be checked against the Check Register data (described in **Section 2.4.B** below). The Bank recommends that Client use services such as the Check Positive Pay Services. If the Client fails to do so, it may be liable on certain charges and losses that would have otherwise been prevented by proper use of such Services.

B. Requirements and Deadlines.

- i. Bank's ability to provide the Standard Positive Pay Service and/or Payee Positive Pay Service is dependent upon Client's delivery of Check Register data, consisting initially of all outstanding checks on the Designated Account(s), if any. The Check Register data shall contain the check issue date, check number, and the dollar amount (as well as the payee, if the Payee Positive Pay Service is used) of each check issued, for each Account covered by the Service (the "Critical Information") and may be transmitted through Online Banking or other file delivery methods set forth in the Enrollment Form. Bank shall not be liable for mistakes stemming from erroneous Check Register data provided by Client.
- ii. As additional Client checks are issued, Client must submit supplemental data to update the Check Register data on file at Bank. Such data,

with regard to any particular check or checks, shall be delivered to Bank on the day prior to the Check release date.

- iii. Bank shall match Client's cumulative Check Register data file with Bank's own record of checks posted against Client's Account each day. This match shall occur following each daily posting cycle.
- iv. Based on the matching process described in **Section 2.4.B.iii.** above, each Business Day Bank will provide Client with the ability to view all Exception Items via Online Banking. For the Standard Positive Pay Service and/or Payee Positive Pay Service, an "Exception Item" is defined as (1) any check which has posted against Client's Account where there is no match in the Check Register data file provided to Bank by Client, or (2) any check which has posted against Client's Account where there are one or more discrepancies between the Check's issue date, Check number, or dollar amount (or payee, if the Payee Positive Pay Service is used) as compared to the data in the Check Register data file provided to Bank by Client.
- v. If Client has provided payee name (for Standard Positive Pay Service users) or other non-Critical Information in the Check Register file, that information is considered available for Client's records only and is not verified by Bank when matching posted checks against Client's Check Register file. With regard to the Standard Positive Pay Service, Client remains liable for the detection of alterations of payee's name on all Checks paid against Client's Account(s). Images of exception checks will be provided via Online Banking.
- vi. All Exception Items will be available for Client review and decision each Business Day. Client is required to review all Exception Items each Business Day. While an email alert may be provided for convenience to alert for Positive Pay Exception Items, the responsibility remains on Client to verify Exception Items prior to the cut off time. ALL DECISIONS TO RETURN ANY EXCEPTION ITEM(S) THAT HAVE POSTED AGAINST CLIENT'S ACCOUNT ON A BUSINESS DAY SHALL BE COMPLETED WITHIN

ONLINE BANKING THE SAME BUSINESS DAY.

- vii. Upon review of all Exception Items found in Online Banking, Client may direct Bank to pay or return any individual Check provided Client's decision is received via Online Banking before the deadline on the same Business Day. Any Exception Items that are not decided in Online Banking by Client by the deadline each Business Day will be processed in accordance with the Client's default instructions indicated in the enrollment form for the service. The default instructions are to either (i) pay all Exception Items, or (ii) return all Exception Items.
- viii. Client's use of the Standard or Payee Positive Pay Services depends on the Check numbers being magnetically pre-printed (encoded) on Client's Checks in the proper location. Bank reserves the right to terminate any and/or all of the Positive Pay Services if the general quality of the check stock and magnetic encoding does not meet the standards of the American National Standards Institute Accredited Standards Committee X9, Financial Services ("Standards"). Bank shall not be liable for any Positive Pay Service inaccuracies or errors due to the use by Client of Checks that do not meet the Standards.
- ix. In the event that a Check is presented for payment over the counter at a Bank branch, the Bank shall not be obligated to cash the Check if the Bank cannot contact the Client for payment decision regarding the Check. Bank shall not be liable for any loss to the Client if a check is not paid over the counter when the Client cannot be reached for confirmation. Notwithstanding any other provision of this **Section 2.4**, the liability for any loss stemming from a Check that is accepted over the counter at a Bank branch is governed by the Client's Account Disclosure Agreement, unless Client previously instructed Bank to accept certain Checks or classes of Checks over the counter, in which case Bank shall bear no liability for acting in accordance with Client's instructions. Otherwise, Bank's liability for teller-cashed Checks shall neither be increased nor decreased by the terms of this **Section 2.4**.

C. Client Acknowledgments

- i. Client authorizes Bank to return or pay any Check in accordance with Client's instructions and the established procedure of Bank.
- ii. Client acknowledges that Bank shall have no liability for return of an Exception Item if the Client did not instruct Bank to pay such check.
- iii. Client acknowledges that the Service does not preclude the operation of Bank's standard check, which may cause a Check to be dishonored even if Client's instructions or the procedures established in this Agreement do not otherwise require Bank to return such check.
- iv. Client acknowledges that it must fulfill its responsibilities in connection with the Service on each Business Day whether or not Client is open for business.

D. Liability

- i. If an Account is enrolled in a Positive Pay Service, in the event that Bank erroneously pays a Check against Client's Account for which Client properly and in good faith instructed Bank, to return, Bank shall correct such error at Bank's expense.
- ii. CLIENT SHALL INDEMNIFY AND HOLD HARMLESS BANK AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNS FROM ANY DAMAGES, LOSSES, FINES, FEES, TAXES, LEGAL EXPENSES, OR ACTIONS AT LAW ARISING FROM THE RETURN (DISHONOR) OF ANY CHECK IF SUCH RETURN RESULTED FROM THE ACCURATE APPLICATION OF CLIENT'S PAY/RETURN INSTRUCTIONS.

**Section 3 Automated Clearing House (ACH)
Origination Service**
3.1 ACH Origination Service

This **Section 3** sets forth the terms and conditions relating to the Automated Clearing House Origination Service (the "ACH Origination Service") and is applicable only to Clients who have executed an Enrollment Form requesting the ACH Origination Service (this includes the ACH Origination Service Enrollment Form and/or the ACH Electronic File Transfer Service Enrollment Form). Clients who wish to receive the ACH Origination Service must have a deposit Account with the Bank and be enrolled in the

Online Banking Service. By using the ACH Origination Service, Client may transfer funds by means of Entries which may be sent through the ACH Network or processed directly by Bank. Capitalized terms used in this **Section 3** that are not otherwise defined in this Agreement will have the meanings provided in the ACH Rules.

A. **Types of Entries.** Bank will transmit debit and/or credit Entries initiated by Client to the ACH Network as provided in the NACHA Operating Rules (referred to as the "ACH Rules" or "NACHA Rules") and this Agreement. Specific ACH products predominately offered by the bank include: Direct Deposit Payroll, Pre-authorized Payments and Deposits, Cash Concentration, and Corporate Trade Payments. Bank can offer ACH services for all Standard Entry Class Codes, with the exclusion of International ACH Transaction.

B. **ACH Rules.** Client agrees to comply with and be bound by the current ACH Rules in existence, which may be amended from time to time. It is recommended that Client purchase a copy of the updated NACHA Rules & Guidelines annually by visiting <http://www.nacha.org>. Free limited access to the basic NACHA Rules in read-only format may be obtained by visiting www.achrulesonline.org. The duties of Client set forth in this Agreement in no way limit Client's obligation to comply with the ACH Rules. Any fines or liabilities imposed against Bank for a violation of the ACH Rules caused directly or indirectly by an action and/or inaction of Client shall be paid by Client. Costs associated with ACH Rules publications and/or association membership will be the responsibility of Client. If Client utilizes third-party vendors or processors, Client shall take such measures as may be necessary to ensure compliance with the ACH Rules by such vendors and processors. Unless there is a separate agreement between Client and Bank specifically governing Client's actions as a Third Party Sender, Client shall not act as a Third Party Sender, as defined in the NACHA Rules.

C. **Audit of Client's Responsibilities and Evidence of Authorization.** The Bank has the right to audit the Client's compliance with this agreement and the ACH Rules. This includes all Client obligations such as, but not limited to, obtaining all consents and authorizations required under the ACH Rules and retaining such consents and authorizations for

two years after they expire.

D. **Pre-notifications.** Client may send prenotifications three banking days prior to initiating the first entry to a particular account. Client agrees not to initiate live dollar Entries until at least three (3) business days following the Settlement date of the pre-notification Entry. After the Client has received notice that any such entry has been rejected by the RDFI, the Client will not initiate any entry to such customer prior to making necessary corrections.

E. **Notifications of Change.** Bank will notify Client of all Correction Entries ("COR"), which are commonly referred to as Notification of Change ("NOC") Entries, received by Bank relating to Entries transmitted by Client, by secure email no later than two (2) Business Days after the Settlement Date of the NOC. Client agrees to make the changes submitted within six (6) Business Days of the receipt of the NOC information or prior to the next "live" Entry, whichever is later. If the NOC is incorrect, Client will generate a Refused NOC Entry and deliver it to Bank within fifteen (15) Days. For an NOC in response to a prenotification entry, the Client must make the changes prior to originating a subsequent entry if the bank receives the NOC by opening of business on the second business day following the settlement date of the prenotification entry.

F. **Transmission of Entries and Security Procedures.** Client will transmit all Entries to Bank on or before the deadlines provided to Client in Supplemental Documentation. Client will conform all Entries to the format, content, data encryption, and other specifications contained in the ACH Rules. Client authorizes Bank to transmit all Entries received by Bank from Client in accordance with the terms of this Agreement and to credit or debit such Entries to the specified accounts. If Entries are initiated through Online Banking, the Security Procedures regarding Online Banking set forth in this Agreement shall apply. If Entries are initiated outside of Online Banking using a method set forth in the Enrollment Form, the Security Procedures regarding such method set forth in the Enrollment Form shall apply. Client warrants and covenants (i) that no individual will be allowed to initiate transfers in the absence of proper

supervision and safeguards, (ii) that Client shall take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices, and related instructions provided by Bank in connection with the Service, and (iii) that Client shall comply with all applicable Security Procedures.

- G. **Delivery Specifications.** The deadlines for delivery of Credit Entries, Debit Entries and Same Day ACH Entries are set forth in the Cut-Off Time Schedule.

Effective Entry Date—The “Effective Entry Date” (contained in the company/batch header Record(s) of the ACH input File) is a date specified by Client on which it intends an Entry to be posted and settled. The Effective Entry Date must be a future date and must be a Business Day. The Effective Entry Date may be, but is not necessarily always, the same date as the settlement of funds.

File Format—All ACH input Files must be in the standard ACH format based on the NACHA Rules.

- H. **Inspection.** Upon reasonable notice from Bank to Client, Bank shall have the right to inspect Client’s books and records and to make on-site visits to any and all Client locations with regard to all information deemed by Bank to be necessary or pertinent to Client’s use of the ACH Origination Service provided by Bank under this Agreement. Information subject to Bank’s right of inspection shall include (but not be limited to) all information maintained by Client with respect to Client’s Customers, vendors and processors (including audits) if, in the opinion of Bank, Client’s relationship with such Client Customers is materially related to Client’s ACH transaction activity conducted through Bank under this Agreement. Physical site visits may be conducted by Bank or its Agent to ensure notification and communication processes and disclosure requirements are being followed with respect to those addressed in the ACH Rules.
- I. **Bank Obligations.** In a timely manner and in accordance with the ACH Rules, Bank will process, transmit, and settle the Entries received from Client which comply with the terms of this Agreement, including the Security Procedures. Bank shall have no obligation to transmit Entries if Client is in default or breach of any of its

obligations under this Agreement or any other agreement with Bank, including, without limitation, any obligation to pay Bank.

- J. **Warranties.** Client warrants and covenants to Bank: (i) that any Entries originated by Client shall be in compliance with the ACH Rules, as well as any warranties Bank is deemed by the ACH Rules to make with respect to such Entries; and (ii) that Client shall cooperate in any investigation by Bank with respect to errors alleged by consumers involving Entries received from Client, including without limitation alleged errors under Regulation E. Without limiting the foregoing, Client also warrants and covenants that: (a) each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the ACH Rules; (b) each debit Entry is for an amount which, on the Settlement Date with respect to such Entry, will be due and owing to Client from the party whose account will be debited, is for an amount specified by such party to be paid to Client, or is a correction of a previously transmitted erroneous credit Entry; (c) Client has received an authorization from the Receiver authorizing it to make prearranged debits from the Receiver’s bank account, a copy of that authorization has been given to the Receiver, and at the time an electronic Entry is processed by us and any receiving banks, the authorization has not been terminated with respect to such electronic Entry; (d) Client is not acting on behalf of or transmitting funds to or from any party subject to sanctions enforced by U.S. Department of Treasury’s Office of Foreign Asset Control (“OFAC”), and (d) Client will comply with the terms of the Electronic Funds Transfer Act and Regulation E, if applicable, or Uniform Commercial Code Article 4A, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with Applicable Law. Client covenants that any RCK Entries, ARC Entries, BOC Entries, WEB Entries, and TEL Entries originated by Client shall be in compliance with all warranties made by Bank pertaining to such Entries exchanged through the ACH Network. Client shall indemnify, defend, and hold Bank harmless against any loss, liability, damage, claim, demand, suit, action, cause of action, cost or expense (including, without limitation, attorneys’ fees, costs, and expenses) resulting from or arising out of any

breach of any of the foregoing warranties, covenants, or agreements.

- K. **Data Retention.** Client shall retain data on file adequate to permit remaking of Entries for a period of three (3) Days after midnight of the Effective Entry Date, Client agrees to retain sufficient Entry data on file for reprocessing Entries and to provide such data to Firm immediately upon request. Without limiting the generality of the foregoing provision, Client specifically agrees to be bound by and comply with all applicable provisions of the ACH Rules regarding the retention of documents or any record, including, without limitation, Client's responsibilities regarding all items, source documents, and records of authorization.
- L. **Data Passing.** Client agrees not to disclose the Receiver's account number or routing number to any third-party for such third-party's use, directly or indirectly, in initiating a debit Entry that is not covered by the original authorization.
- M. **Provisional Credit.** Client acknowledges that the ACH Rules make provisional any credit given for an Entry until the financial institution crediting the account specified in the Entry receives final settlement. If such financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the Entry shall not be deemed to have paid the party.

Bank shall notify Client whether Entries shall be in the form of balanced or unbalanced Files. If Bank requires a balanced File, then Bank shall control when and where offset Entries occur. If Bank requires that Entries shall be in the form of an unbalanced File, then this means an Entry contains only the originating items for that Entry without any corresponding offset or settlement transaction.

- N. **Pre-Funding Requirements.** Bank reserves the right to require that Client pay Bank in immediately available funds at the time of transmittal or at any time prior to settlement the amount of each Entry submitted by Client. Bank shall determine whether such pre-funding is required based on criteria established from time to time by Bank, which may be changed by Bank at any time in its sole discretion. Bank will

communicate directly to Client if pre-funding is required and, if requested by Client, will provide Client with an explanation of its pre-funding criteria.

- O. **Correction of Errors.** Client is responsible for the accuracy of the data Client submits to initiate Entries through the ACH payment system, and Client must submit to us corrected data if Client discovers an error. If Client submits to us corrected data not later than the times established by Bank in the Cut-Off Time Schedule, we will make commercially reasonable efforts to process the corrected data in the same manner as the original data; provided however that, in as much as the original data will have already been processed and released, Client acknowledges that we cannot guarantee such corrections.
- P. **Settlement.** Client will maintain a deposit Account with Bank at all times during the term of this Agreement and until the period for Return Entries has expired. Client will maintain in the Account immediately available funds sufficient in amount to cover all credit Entries originated and returns of debit Entries originated. Client authorizes and instructs Bank to debit its Account in the amount of each File and to make deposits, withdrawals, and transfers to and from Client's Accounts as appropriate or necessary in connection with any of the ACH services provided by Bank under this Agreement. Client represents and warrants that it shall only initiate Entries through the Service that post against Client's deposit Account(s) at Bank. In the event any Entry is returned in accordance with the ACH Rules by a Receiving Depository Financial Institution after Bank has provided credit, Client shall, promptly upon demand, repay Bank the amount of the Return Entry.
- Q. **Settlement Discrepancies.** The periodic statement issued by Bank for Client's Account will reflect Entries credited and debited to Client's Account. Client agrees to notify Bank within a reasonable time not to exceed ten (10) Days (except where Applicable Law provides a sixty (60) Day review period) after Client receives a periodic statement of any discrepancy between Client's records and the information in the periodic statement. Client and Bank agree to cooperate with the other party in performing loss recovery efforts in the event either party may be liable to

the other for damages.

Client shall have no right to cancel or amend any Entry/File after receipt of such Entry/File by Bank. However, Bank may, in its sole discretion, use commercially reasonable efforts to act on a request by Client to cancel an Entry/File before transmitting it to the ACH Network or processing it as an on-us Entry. Bank shall have no liability if it fails to effect the cancellation.

Client shall reimburse Bank for any expenses including, but not limited to, reasonable attorneys' fees or costs, losses, or any other manner of damages Bank may incur in effecting or attempting to effect Client's request for the reversal of an Entry.

- R. **Rejection of Entries.** Bank may reject any Entry/File, including an on-us Entry, which does not comply with the requirements of **Section 3.1.B** of this Agreement, and Bank may reject any Entry if Client is not otherwise in compliance with the terms of the Agreement, including but not limited to the Security Procedures. Bank shall notify Client of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Network or, in the case of an on-us Entry, its Effective Entry Date. It shall be the responsibility of Client to remake any Entries or Files rejected by Bank or the ACH Operator.
- S. **Return Entries.** Bank shall promptly notify Client by secure email of the receipt of a Return Entry from the ACH Operator. Bank shall have no obligation to re-transmit a Return Entry if Bank complied with the terms of this Section with respect to the original Entry. Client authorizes Bank to charge back to Client's designated Account the amount of any Return Entry as soon as relevant information is made available to Bank. Client will promptly provide immediately available funds to indemnify Bank if any debit Entry is returned after Bank has permitted Client to withdraw funds in the amount thereof or if any adjustment memorandum that relates to such Entry is received by Bank. Please see Bank's applicable fee schedule for any fees associated with return items.
- T. **Reversals.** Client may initiate a reversing Entry or File of Entries for erroneous or duplicate

transactions, as permitted by the ACH Rules. In doing so, Client represents and warrants to Bank that Client has initiated the Entries or Files within five (5) Business Days of the original Entry or Entries and within 24 hours of discovery of the error. Client also represents and warrants to Bank that the account holder of a reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both reversing Entries and Files, Client shall be responsible for and shall indemnify Bank against and hold all parties to such transaction(s) harmless from any claim, demand, loss, liability, suit, action, damage, cost and expense arising out of or in connection therewith.

- U. **Name and Account Number Inconsistency.** Client acknowledges that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made as provided in the ACH Rules on the basis of the account number even if it identifies a party different from the named receiver, and Bank shall not be liable for making any such payments.
- V. **Liability.** Bank shall not be responsible for acts or omissions of any third party, including but not limited to, any Federal Reserve Bank, courier service, its Vendors, transmission or communications facility, the National Automated Clearing House Association, the Receiving Depository Institution any other party, including those authorized by Client, involved with the processing of any credit or debit Entry Client originates, nor shall it be held liable for the failure of a third party to process, credit, or debit any such Entry, or for other such acts or omissions. Client shall be liable for all fines levied against Bank by the National Automated Clearing House Association for any violation of the Rules arising from Client's negligence or intentional misconduct.
- W. **Exposure Limits.** Client shall comply with the monetary File limits established by Bank. Bank will review and adjust limits as needed from time to time (including, without limitation, any such limits as set forth in the ACH Origination Service Enrollment Form.

3.2 Over limit Entries

Bank generally reserves the right to limit the nature and amount of any preauthorized debit/credit Entries processed under this Agreement, or to refuse to process any debit/credit Entries under this Agreement if, in Bank's sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of Client's Account(s). If any of the foregoing actions are taken by Bank with respect to a particular preauthorized debit/credit Entry, Bank will notify Client as promptly as practicable, but in no event later than two (2) Business Days after its decision.

3.3 Same Day Entries

A credit or debit Entry with an Effective Entry Date of the date of, an invalid date, or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time set forth in the Cut-Off Time Schedule shall be considered a Same Day Entry. If Client is originating Same Day Entries, Client will not submit Entries with the same Effective Entry Date, to any single transit routing and account number exceeding \$1,000,000.00. If Entries exceed \$1,000,000.00 to any account, the Entries will be converted to next available Business Day settlement. In addition to any other fees that Client is obligated to pay Bank, Client hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Client ("Same Day Entry Fee").

3.4 Non-monetary Same Day Entries

- A. **Pre-notification Entries.** Non-dollar Pre-notification Entries are eligible for same day settlement and will be assessed a Same Day Entry Fee.
- B. **Return Entries.** Return Entries will not be eligible for same day settlement regardless whether the forward Entry was processed as a Same Day ACH Entry.
- C. **Reversals.** Client may initiate a reversing Entry or File of Entries for erroneous or duplicate transactions, as permitted by the Rules. Such

Entries received prior to the relevant Same Day ACH Entry delivery deadline are eligible for same day settlement subject to the eligibility requirements set forth in **Section 3.3** of this Agreement for ACH forward Entries (e.g., must not exceed \$1,000,000 per Entry, etc.). A Reversing Entry processed the same day is subject to the Same Day Entry Fee. The Effective Entry Date of a debit Entry to reverse a credit Entry must not be earlier than the Effective Entry Date of the credit.

Section 4 ACH Debit Block/Filter Services

This **Section 4** sets forth the terms and conditions for the ACH Debit Block/Filter Services ("ACH Debit Block/Filter") and applies to Clients who have executed an Enrollment Form for such Services. Clients who wish to receive ACH Debit Block/Filter must have a deposit Account at the Bank. The ACH Debit Block/Filter Services are services offered by Bank that help monitor and/or block ACH Entries that are presented for posting to Client's Account(s). With ACH Block/Filter, the Client may elect to either (i) place an ACH Debit Block against all ACH Debit Entries presented against one or more Designated Accounts ("ACH Block"), or (ii) place an ACH Debit Block against all ACH Debit Entries presented against one or more Designated Accounts, except those Entries that meet the Guidelines, as defined below ("ACH Filter"). Bank will reject any non-compliant Entry presented against a Designated Account pursuant to the executed Enrollment Form accepted by Bank (each of which, a "Non-Compliant Entry"). Each Non-Compliant Entry will be returned to the respective Originator with the "Corporate Client Advises Not Authorized" return code. If Client elects ACH Debit/Block Filter, Client agrees not to authorize any third party to originate ACH Debits to a Designated Account, unless Client is receiving the ACH Filter service and a "Client ID" is obtained for such third party pursuant to ACH Filter service procedures.

ACH Filter service. With ACH Filter, Client must provide the required information to Bank regarding allowable ACH Debit Entries that are able to be presented against Client's Account (the "Guidelines"). Such Guidelines may include, without limitation, the originating Client and maximum dollar amount. In the event Client elects the ACH Filter service, Client shall make arrangements with its business partners to obtain their respective "Client IDs", which will be necessary for operation of the service. With ACH Filter, any ACH Debit Entry that presents against Client's Account that matches a

"Client ID" will automatically post to such Account. In contrast, any ACH Debit Entry that presents against the Account that does not match a "Client ID" will be returned with the "Corporate Client Advises Not Authorized" return code.

In the event Client elects to receive Bank's ACH Debit Block/Filter Services, Client agrees to provide Bank with an ACH Debit Block/Filter Services Enrollment Form via e-mail, fax, or other delivery method. Bank shall verify the authenticity of each Enrollment Form received via a telephone call to the phone number(s) of one or more authorized account signer(s) as identified on the Client completed Corporate Resolution on file at Bank for such purpose (each an "Authorized Agent"). Client agrees that (i) this is a commercially reasonably Security Procedure, (ii) Bank may rely on any ACH Debit Block/Filter Services Enrollment Form authenticated in this manner, (iii) any Non-Compliant Entry paid in accordance with such Security Procedure will be deemed effective against the Client, which shall be obligated to pay to Bank the amount of such entry even though the entry was not authorized by the Client, and (iv) Bank shall not be responsible for the rejection of any Non- Compliant Entry if Bank believes, in good faith, that the person it has telephoned as part of the authentication procedure is not an Authorized Agent. Client agrees to hold Bank harmless from any loss incurred as a result of placing an ACH Debit Block on Designated Account(s). An ACH Debit Block remain in effect until Bank has received notice (in accordance with the notice requirements set forth in **Section 1.5.A.**) from Client informing Bank otherwise and Bank has had a reasonable amount of time to act upon such notice.

Section 5 Accounts Payable Automation Service

This **Section 5** sets forth the terms and conditions of Bank's Accounts Payable Automation Service. Clients who wish to receive Accounts Payable Automation must have a deposit Account at Bank and execute an Enrollment Form for the Service.

5.1 Service Description

Accounts Payable Automation generally refers to the suite of accounts payable processing products and/or services offered by the Bank. Accounts Payable Automation includes the Accounts Payable Automation Service and Integrated Payables Service, as more fully described below (collectively, the "Accounts Payable

Automation Services"). Client's usage of Accounts Payable Automation or any of its services and/or functionality is subject to Bank's approval and periodic modification of the services, in Bank's sole discretion. Further, any use of Accounts Payable Automation is subject to the terms of the Client's applicable Account agreements.

5.2 Accounts Payable Automation Service

- A. **Description.** The Accounts Payable Automation Service provides Client with the ability to:
 - i. Automate the receipt, review, approval, and payment of Client's vendor ("Client Vendor") invoices, and the generation and delivery of Request Files (defined below) to Bank for settlement against Client-designated Account(s); email remittance materials to the applicable Client Vendor providing the details Client Vendors need to post payments in their accounts receivable systems ("Remittance Materials"), and (if the Client uses Bank's Positive Pay Services) deliver files to the Bank containing data regarding issued checks generated through Pinnacle Payables, and
 - ii. Generate scheduled and/or ad hoc reporting and analytics.
- B. **APIs.** Usage of the Accounts Payable Automation Service requires implementation of an application program interface ("API") between the accounting software used by Client and the Accounts Payable Automation Service. Bank maintains, and periodically updates as new software is added, a list of the accounting software supported through the Accounts Payable Automation Service. In the event Client's accounting software is not currently supported, Client may request consideration for development of a custom API; however, nothing herein obligates Bank to grant such request. In the event the parties decide to develop a custom API, fees may apply and will vary based on the complexity of the APIs needed.
- C. **Client Vendor Invoices.** Bank shall not be responsible for the content, veracity or correctness of any Client Vendor invoice or other document directed by a Client Vendor to you, or whether an invoice or other document is misdirected or not received within the Accounts Payable Automation Service.

5.3 Integrated Payables Service

Subject to Bank's prior approval and periodic modifications of available services/functionality, the Integrated Payables Service allows Client the ability to electronically submit Request Files containing payment requests via multiple payment methods directly into the system. Integrated Payables does not require usage of any API with Client's accounting software.

5.4 Request Files

Request Files generated through Accounts Payable Automation are requests to initiate payment through one or more payment channels to Client-designated vendors ("Payment Requests"). Payment Requests generated through Accounts Payable Automation are subject to the applicable terms and conditions of the associated Bank service(s) used in conjunction with such payment methods (for example, your agreements with the Bank governing services including, but not limited to, ACH originations, business online banking, positive pay, deposit accounts, and/or credit cards, collectively, the "Service Agreements") including any relevant Security Procedures set forth in such Service Agreements as well as the Security Procedures set forth in this Agreement. By submitting a Payment Request through Pinnacle Payables, Client agrees to be bound by such Payment Request and liable to Bank for Bank acting on such Payment Request in accordance with the Security Procedures. In the event of a conflict between this Agreement and the Service Agreements applicable to the particular payment method, this Agreement (including, without limitation, the Security Procedures set forth herein) shall control. The Security Procedures governing ACH originations for Accounts Payable Automation are set forth in the Supplemental Documentation.

5.5 Available Payment Methods

Subject to Bank's approval and/or applicable limits as well as all applicable Service Agreements, Client may be entitled to use the following payment methods through Pinnacle Payables: ACH, check, and credit card Accounts at the Bank. Payments using credit card accounts shall be effected through the use of virtual credit card transactions. ACH payments are originated from Client's Account and are directly transmitted through the Bank. Checks are issued directly from the Client's Account, printed with the Client name, address and Bank Account information, and mailed first class. Credit card payments are sent to designated Client

Vendors. Bank may, at its sole discretion, make additional payment methods available in the future.

5.6 Account Access

Client will use Bank's business online banking service to view and/or access Account information and other Account-related services. If Client is unable to access Accounts Payable Automation or any functionality thereof, for any reason, Client should promptly contact Bank for support at the number provided by Bank in the Supplemental Documentation.

5.7 User Setup and Maintenance

- A. To use Pinnacle Payables, Client must appoint at least one individual as an Accounting Manager and one individual as a Payment Authorizer (both roles generally described below and defined within the system) with the authority to manage and take certain actions on Client's behalf within Pinnacle Payables.
- B. To establish, modify, or delete Client's Accounts Payable Automation users ("Payables Users"), Client must complete and submit a Setup Form or other documents, as Bank may require.
- C. Generally, there three (3) Payable User roles within Pinnacle Payables:
 - i. **Accounting Manager.** The key functions available to an Accounting Manager are:
 1. Management of:
 - a. Payment approval workflows, such as single approval and dual approval thresholds;
 - b. Invoice approval workflows, such as tiered approval rules, access privileges, invoice approval requirements, and invoice approval routing rules;
 - c. Payment-related, Client Vendor defaults such as email address to which Remittance Materials are to be sent, default payment method, banking information associated with default payment method, default general ledger ("GL") expense account to which this Client Vendor's approved invoices are posted;
 - d. Client's documents (i.e., management of Client's Accounts Payable

Automation inbox where invoices are submitted and/or captured);

2. Invoice GL account coding and review;
 3. Approve invoices as valid for payment which automatically posts invoice to Client's accounting software (when appropriate);
 4. Select valid invoices for payment; and
 5. Research any paid or unpaid invoice.
- ii. **Payment Authorizer.** Payment authorizers or "Approvers" are responsible for releasing payments selected by the Accounting Manager; however, payment authorizers do not have the ability to edit payment information.
- iii. **Invoice Approver.** Payable Users who can only view, approve, or reject invoices as valid obligations of Client.
- D. Once Payable Users are established or modified in accordance with Client's instructions, Bank does not monitor or oversee the actions of these Payable Users; therefore, Client should use extreme caution when selecting and authorizing the individuals to serve as Payable Users. Client agrees that all actions taken by its Payable Users are binding on Client, and all such persons are Client's agents for purposes of use of Pinnacle Payables, each authorized to act individually or in concert. Any access to Accounts Payable Automation through use of a valid user identification and authentication process shall be deemed to be duly authorized, and the Bank will carry out any instruction given regardless of the identity of the individual who is actually providing such instruction. You shall notify us at once in writing if any Payable User is no longer authorized to give instructions or confirmations and we shall not be liable or responsible to you until we receive written notice that the Payable User is no longer authorized and we have had time to act on the notice. In addition, (i) Bank shall not be liable to the extent Client receives the benefit of any Payment Request, even if such Payment Request is otherwise erroneous; and (ii) Bank shall not be liable if Client fails to timely report any error or discrepancy reflected in a periodic statement or if Client fails to report a breach of the Security Procedures.

- E. The fact that Bank is aware of, or may be made aware of, or could have discovered, any limitation on access to Pinnacle Payables, does not make Bank obligated to enforce or attempt to enforce any limitation. Client understands that each Payable User may use Accounts Payable Automation without regard to any restrictions otherwise applicable to an Account, including without limitation, restrictions involving Account payments. For example, each Payable User will be able to use Accounts Payable Automation (i.e., generate Payment Requests) regardless of whether they are also authorized signers on the applicable Account's signature card or authorized users of the Bank's ACH origination service.

5.8 Client Security

You are responsible to maintain the security of the Payable User identification and passwords of all persons authorized to access the designated Accounts through Pinnacle Payables. You are responsible to maintain the security of your equipment and to regularly update the current version of your software to maintain the level of security we may require and at least a commercially reasonable level of security. You are required to maintain commercially reasonable internal controls, including, but not limited to, segregation of duties, to protect your business. We shall not be liable to you for any loss arising by reason of your failure to maintain your software or your internal controls.

5.9 Processing Schedule

Each payment you initiate will have a "Send On" date, which represents the business date by which you want to initiate the payment. Upon payment initiation, Accounts Payable Automation will process the payment on the "Send On" date if possible or the next Business Day.

5.10 Data Accuracy and Account Number Processing

You are responsible for the accuracy of the data transmitted to us using Pinnacle Payables. You understand when using Accounts Payable Automation to initiate payment orders, you must identify the account number that will receive the funds from the order, each beneficiary of the order and each beneficiary's bank. We, any intermediary bank and the

beneficiary bank may process a payment order solely on the basis of the account number even if that number does not correspond to the named beneficiary or the beneficiary's bank.

5.11 Compatibility and Client Systems

You understand that while we determine the third-party accounting systems and software compatible with Pinnacle Payables, we are not responsible for these systems, software, or computer hardware you choose.

5.12 Third Party Software and Systems

We will not be liable or responsible to you for any errors or loss or unauthorized access to your Accounts attributable to the third-party accounting system or software or computer hardware. To the extent you enter into any end-user agreement with a third-party software or service provider relating to your Account(s), you shall be responsible for compliance therewith, and you will hold us harmless and indemnify us for any loss or expense we sustain as a result of your use of the third party software or service or as a result of your breach of any such end-user agreement.

5.13 Accessing Pinnacle Payables

To access Pinnacle Payables, Client must have high-speed Internet access from sufficiently powerful computer hardware and appropriate software, including Bank- supported Internet browsers.

5.14 Availability

Bank may cause Accounts Payable Automation to be temporarily unavailable to Client, either with or without prior notice, for site maintenance, security, or other reasons, in Bank's sole and absolute discretion, and Client acknowledges that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause Accounts Payable Automation to be unavailable to Client. In such event, Client must make alternative arrangements for scheduled transactions and Client will be responsible for maintaining procedures and facilities to enable Client to do so if Accounts Payable Automation is unavailable to Client.

Section 6 Wire Transfer Service

This **Section 6** sets forth the terms and conditions of Bank's Wire Transfer Services. Clients who wish to receive Wire Transfer Services must have a deposit Account at Bank and execute an Enrollment Form for the Service.

6.1 Access

A Client may submit Requests to Bank via the Online Banking Service (as defined in **Section 2**) or through other methods as set forth in this Section, on the Wire Transfer Service Enrollment Form and/or on the Online Banking Service Enrollment Form, subject to any applicable Supplemental Documentation relating to the Service. Bank may accept and process any and all wire transfer Requests that have been initiated in compliance with the applicable Security Procedures. All wire transfers are governed by this Agreement, Regulation J of the Federal Reserve Board, OFAC regulations, and all other Applicable Laws.

6.2 Scope

- A. **Terms and Conditions.** Client agrees to submit Requests to Bank in accordance with the terms and conditions of this Agreement. If there is a conflict between or among Sections of this Agreement applicable to the Wire Transfer Services, this **Section 6** shall control with respect to wire transfers.
- B. **Service Description.** Client authorizes Bank to transfer funds to and/or from any Designated Account(s). All wire transfer transactions involving Designated Accounts are subject to this Agreement. Bank, subject to its then current Security Procedures, will execute wire transfers in accordance with Requests, whether such Requests are delivered (i) in writing by an Authorized Offline Initiator (as defined in the Wire Transfer section of the Service Enrollment Form) at one of Bank's branches, or (ii) through Online Banking. Enrollment in the Online Banking Service is required for Online Requests. Sufficient funds must be immediately available in the Account specified in the Request at the time the Request is made. Bank will only transfer collected funds, and Bank reserves the right to refuse any transfer involving uncollected funds. Bank will not search for funds in Accounts other than the one(s) specified in the Request.

- C. **Fedwire Notice.** In connection with Client's use of Bank's wire transfer services under this Agreement, Client hereby agrees to the following: (i) Bank may use Fedwire when acting upon Client's Request; (ii) Any subsequent bank may use Fedwire when carrying out Client's Request; and (iii) The rights and obligations of Bank and Client in a wire transfer intended to carry out Client's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

6.3 Security Procedures

Requests may be initiated by Client in one of the following ways: (i) via Online Banking (an "Online Request"), after Client has enrolled in the Online Banking Service, (ii) via in person wire transfer Requests at a Bank branch, (iii) via telephonic wire transfer Requests, (iv) via email wire transfer Requests, and (v) via faxed wire transfer Requests (each of (ii) through (v), an "Offline Request"). The Security Procedures set forth in **Section 1.7** of this Agreement and in the Supplemental Documentation shall govern Online Requests and the Security Procedures set forth in the Supplemental Documentation shall govern Offline Requests. Client agrees that such Security Procedures are commercially reasonable. Client agrees that Bank will use the relevant procedures prior to accepting Client's Request, including but not limited to Client furnishing to Bank the completed Enrollment Form which shall include the names of, and any limitations placed on the authority of, Authorized Representatives and Authorized Offline Initiators designated by Client to authorize (and, where applicable, to verify) Requests. Client may request assignment of substitute PINS or other security codes at any time in order to maintain the integrity of the authentication procedures. Client will furnish to Bank in writing the name of the person designated by Client ("Designated Representative") to receive and distribute authorization and security code information to the appropriate Authorized Representatives. Client agrees that Bank will be entitled to rely conclusively upon the authenticity of all wire transfer Requests that, if given telephonically, may include the PIN of Client's Authorized Representative, or if applicable, include other verification of Client's identity. Bank shall have no duty to obtain further verification of any such Request unless attached herein. Bank is hereby authorized to record any telephone conversations with Client involving a Request. The decision to record any

telephone conversation shall be solely within the Bank's discretion and Bank shall have no liability for the failure to do so.

Client furthermore agrees that any Request acted upon by Bank in compliance with the relevant Security Procedures, whether or not authorized by Client, shall be deemed to be Client's authorized Request. If a Request (or request for cancellation or amendment of a Request) received by Bank was transmitted or authorized by Client, Client shall pay to Bank the amount of the Request, regardless of whether: (i) Bank complied with the Security Procedures referred to in this Agreement with respect to that Request, (ii) that Request was erroneous in any respect, or (iii) that error would have been detected if Bank had complied with such procedure.

6.4 Responsibilities

- A. **Payment to Bank.** Unless otherwise agreed to in writing, Client must pay Bank the amount of the wire transfer, plus any applicable fees, before Bank will execute Client's Request. Fees applicable to wire transfers are set forth in Bank's Fee Schedule, and are subject to change from time to time at the sole discretion of Bank. If Bank accepts a Request, Bank may receive payment by automatically deducting from any Designated Account of the Client the amount of the payment order, plus the amount of any expenses and charges for Bank services in execution of such Request. Bank is entitled to payment on the payment or execution date. Unless the Request specifies otherwise, the payment or execution date is the Wire Transfer Business Day on which Bank receives the Request. The Request is completed upon acceptance by the beneficiary's bank. Client's obligation to pay the Request is excused if the funds transfer is not completed, but Client is still responsible to Bank for any expenses and charges for Bank services. However, if Client instructs Bank to route the wire transfer through an intermediate bank, and Bank is unable to obtain a refund because the intermediate bank that Client designated has suspended payments, then Client is still obligated to pay Bank for the Request. Client will not be entitled to interest on any refund Client receives because the beneficiary's bank does not accept the payment order. In the event there are not sufficient available funds in a Designated Account to cover

the Client's obligations under this Agreement, the Client agrees that Bank may debit any Account maintained by the Client with Bank or any affiliate of Bank, or that Bank may set off against any amount it owes to the Client, in order to obtain payment of the Client's obligations under this Agreement.

B. Acceptance and Execution of Request by Bank.

Client's Request is considered accepted by Bank when Bank executes it. Client acknowledges that Bank maintains deadlines for accepting wire transfer Requests. If Client's Request is received prior to the applicable deadline, it will be executed by Bank that Wire Transfer Business Day. A Client's Request received after the applicable deadline may be executed the next Wire Transfer Business Day. Wire transfer deadlines are subject to change from time to time at the sole discretion of Bank without notice to Client. No instructions or other restrictions limiting Bank's acceptance of Client's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Client.

C. Rejection of Wire Transfer. Bank has no responsibility to accept any incoming wire transfer for Client's benefit. Likewise, Bank has a right to reject Client's Request for an outgoing wire transfer for any reason whatsoever, including, but not limited to, (i) insufficient funds or insufficient collected funds in the Account specified in the Request, (ii) Bank's inability to execute the Request due to not receiving a properly executed or certified resolution or certificate of authority regarding an Account, or (iii) if Bank is unable to verify the authenticity of Client's Request. Bank will notify Client by phone, mail, or e-mail if it rejects the Client's Request. If Bank does not execute Client's Request, Bank shall not be liable to Client or any third party for any damages, losses, liabilities, expenses, or costs, whether direct or indirect, relating in any way to Bank's decision not to execute any such Request.

D. Cancellation or Amendment of Wire Transfer Request. Client may not be able to cancel or amend a Request after it is received by Bank. However, Bank may in its sole discretion use

reasonable efforts to act on Client's Request for cancellation or amendment. Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, Client agrees to indemnify and hold Bank harmless from any and all damages, liabilities, costs, losses, and expenses Bank may incur in attempting to cancel or amend any wire transfer (including without limitation reasonable attorneys' fees and costs).

E. Repetitive Transfers. If Client determines that Requests have become repetitive, the Client may set up a Repetitive Transfer template via Online Banking. The template is available to all Sub-Users that have been delegated the authority to initiate Requests. Client agrees that Bank may execute Requests stemming from the Repetitive Transfer template and such Requests shall be deemed to be authorized by Client, and Bank shall in no event be deemed negligent and Bank shall not be liable for any losses, damages or expenses incurred by Client resulting from Bank's implementation of any repetitive Request.

F. Erroneous Requests. Client acknowledges and agrees that when Client provides Bank with a name and account number when requesting a wire transfer, that payment may be made solely on the basis of the account number, even if the account number identifies a beneficiary different from the beneficiary named by Client. Client furthermore agrees that its obligation to pay the amount of the wire transfer to Bank is not excused in such circumstances. Likewise, wire transfers received by Bank for Client's benefit may be paid by Bank solely on the basis of an account number. Client agrees that Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.

G. Provisional Payment. Any credit Bank gives to Client for a wire transfer is provisional until Bank receives final payment for the entire amount of the wire transfer. If Bank does not receive final payment for the wire transfer, Client agrees to refund to Bank the amount of the transfer.

H. Erroneous Execution. If Bank receives an order to pay Client, and Bank erroneously pays Client more than the amount of the payment order, Bank is

entitled to recover from Client the amount in excess of the payment order, regardless of whether Client may have some claim to the excess amount against the Originator of the order.

- I. **Account Statements.** All wire transfers will be reflected on Client's periodic Account statement. In some cases, Bank will also notify Client in writing, electronically, or by a report produced by one of Bank's information reporting services. Client should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. If Client thinks a wire transfer is wrong or needs more information about a wire transfer, Client must promptly contact Bank in accordance with Client's applicable Account Disclosure Agreement.
- J. **Objection to Payment.** If Bank gives Client notice that reasonably identifies a Request issued in Client's name as sender that Bank has accepted, executed, and received payment for, Client cannot claim that Bank is not entitled to retain such payment unless Client notifies Bank of its objection to the payment within fourteen (14) days of Bank's notice to Client.
- K. **Method Used to Make the Wire Transfer.** Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems, Fedwire, the Society for Worldwide Interbank Financial Telecommunication (SWIFT), correspondent banks, or intermediary banks.

You may designate in an Online Request the particular electronic funds transfer system and the intermediary banks, if any, to be used by us in connection with the wire transfer transaction. If you do not so designate, we will choose the funds transfer system and intermediary banks, if necessary, to complete the wire transfer transaction. Notwithstanding your designation, we may use any funds transfer system to execute an Online Request, without prior notification to you, if we in good faith determine that (i) it is not feasible to follow your designation, or (ii) that following it would unduly delay completion of the wire transfer transaction.

Each funds-transfer system may be governed by its own operating rules and regulations, and wire

transfer transactions under this Agreement shall be subject to the rules and regulations of the applicable funds transfer system, including all interbank compensation rules governing the settlement of claims for compensation or adjustments of errors between member banks. Each funds transfer and/or communications system selected by us in executing a wire transfer instruction shall be deemed acceptable to Client and shall be considered the agent of Client.

6.5 Special Conditions for Transfers Outside the United States

- A. When providing wiring instructions for a foreign wire transfer, you represent and warrant that the transaction does not violate the Foreign Assets Control Regulations of the United States Treasury Department, any other laws of the United States, the regulations of any governmental agency, or any other Applicable Laws.
- B. If a wire transfer is to be made in United States dollars to an account outside the United States, then, unless otherwise expressly stated, our foreign correspondent may, in its sole discretion, make payment to or credit the account of the beneficiary of the funds transfer in local funds at the place of payment at the correspondent's rate of exchange on the date that payment is made or credited.
- C. If the wire transfer is to be made in a foreign currency, we will provide the necessary exchange into foreign currency required to effect the transfer. If the funds transfer is not effected, we will not be liable to refund to you any amount in dollars (i) in excess of our then current buying rate for such exchange which may be returned to and received by us from our correspondent, or (ii) in excess of the dollar amount actually recovered and received by us, less our fees and expenses.
- D. The Online Banking Service allows for future dating of domestic wire transfers; however, we do not permit foreign currency wire transfers to be future dated. We reserve the right to cancel any foreign currency wire transfer that is future dated at any time before the wire transfer is executed. If, in our discretion, we elect to process a foreign currency wire transfer that has been future dated, we reserve the right to modify the exchange rate

applicable to the wire to equal the exchange rate in effect on the date the wire transfer is sent.

- E. Foreign currency wire transfers initiated after the daily wire transfer cut-off time will be dated on next Business Day. These will not be considered to be future dated; however, if the current day's exchange rate does not equal the next Business Day's exchange rate, we reserve the right to modify the exchange rate to equal the exchange rate in effect on the date the wire transfer is sent or to cancel the wire transfer.
- F. You understand and agree that intermediary correspondent banks may assess additional fees, which could affect the net amount received by the beneficiary of the wire transfer.

6.6 Liability

Bank shall not be liable for any damages arising from or relating to Client's use of Wire Transfer Services other than Client's lost interest and Client's expenses directly related to Client's Request only upon Bank's gross negligence or willful misconduct. Compensation for loss of interest will be, at Bank's option, in the form of an adjustment to Client's Account(s) to reflect the average balance on Client's Account Analysis that would have resulted had no error or delay occurred, or by a direct credit to Client's Account, not to exceed Bank's actual cost of funds for the period and amount in question. The adjustment will be computed on a daily basis. Client hereby agrees that Bank is not liable for the actions of any intermediary, regardless of whether or not Bank selected the intermediary.

Section 7 Remote Deposit Capture Service

This **Section 7** sets forth the terms and conditions relating to the Remote Deposit Capture Service (the "RDC Service") and is applicable to Clients who have executed a Remote Deposit Service Enrollment Form. Clients who wish to receive the RDC Service must have a deposit Account at the Bank. The RDC Service allows the depositing of the Clients' Checks through the Internet through use of equipment leased from, purchased from or otherwise approved by Bank and software provided by Bank, based on information submitted by the Client to Bank. Clients may also utilize the RDC Service by sending electronic files to Bank using transmission methods specified in the Enrollment Form and formatted in the file format specified in the

Enrollment Form (such files, "Transmission Files").

7.1 Use of Remote Deposit Capture Service

Subject to the terms and conditions of this Agreement, Bank grants to Clients enrolled in the RDC Service a non-exclusive right to utilize the RDC Service through the Internet and/or through use of software provided by Bank or its Vendor, and to use Bank's (or its Vendor's) proprietary materials for the term of this Agreement. The RDC Service activities include the ability to scan the Client's paper Checks to create electronic files (the "Images") and electronically transmit such Images to Bank, and for Bank (in conjunction with its Vendor) to use electronic information, including images and MICR information, captured from these Images to process transactions as image replacement documents, as permitted under the Check Clearing for the 21st Century Act, or as check image exchange items ("CIE Items"). The RDC Service is provided by Bank and its Vendors for access and use by the Client, and as a condition of such provision by Bank, Client agrees to comply with all existing and future operating procedures used by Bank and/or its Vendors for processing of transactions and with all Applicable Laws and applicable clearing house rules affecting the use of checks, drafts, and ACH transactions, including without limitation the ACH Rules.

7.2 Transmission and Security

- A. Using the Licensed Software provided by Bank and/or Transmission Files, as well as Equipment either leased from, purchased from, or approved by, Bank for use with the RDC Service (any of which, the "RDC Equipment"), Client shall create Images from the Checks and the associated MICR data and shall transmit such Images to Bank. Client agrees that Bank is providing the RDC Equipment and Licensed Software on an "AS IS and WHERE IS" basis without any representations or warranty of any kind, including but not limited to any warranties for a particular purpose. Client agrees to be responsible for maintaining all Equipment.
- B. The Bank shall provide the Client with an administrative and gateway user name and password and administrator instructions in a user's manual. The Client may appoint an individual ("RDC Administrator") with the authority to: (a) determine who will be authorized to use the RDC Service; (b) establish separate

passwords for each user (each an "RDC User"); and (c) establish limits on each RDC User's authority to access information and conduct transactions. The Client shall be responsible for the actions of its RDC Administrator, the authority the RDC Administrator gives others to act on its behalf, and the actions of the persons designated by the RDC Administrator to use the RDC Service. For Clients not using Transmission Files, such procedures, along with certain security protocols built into the Licensed Software and security provisions set forth in this Agreement, shall constitute Security Procedures for transmitting Images through the RDC Service, which Client recognizes and agrees are commercially reasonable. For Clients using Transmission Files, any relevant security procedures contained in the Enrollment Form shall constitute Security Procedures for transmitting Images through the RDC Service, which Client recognizes and agrees are commercially reasonable. Client shall transmit Images only in accordance with the Security Procedures. Client will be bound by any transmission (whether or not actually authorized) which is transmitted through use of the RDC Equipment and Licensed Software or via Transmission Files. Bank may accept for deposit any Images transmitted to Bank through use of the Licensed Software or Transmission Files, and Bank shall have no liability to the extent that the transmission of the Images was not authorized. If Client exports data from the Licensed Software to another system or software, Client recognizes that the data retained in the copy will not be encrypted or stored in an encrypted form and Client shall be responsible for the security of such data.

7.3 Processing

Bank will process, encode, endorse, and deposit into the Account, Checks submitted by Client through the RDC Service on each Business Day up to the cut-off deadlines set forth in the Cut-Off Time Schedule. Such processing services shall be performed by Bank in accordance with Bank's internal procedures and all Applicable Laws.. Bank is making the Service available to the Client to allow the Client to create Images of the paper checks received from the Client's Customers and to then electronically transmit these Images, or the information removed from the Image as a source document, for the purpose of having remote deposit

transactions initiated. As such, the Client's Customers will not receive their original cancelled paper checks through the check clearing system. Bank will not examine Checks and/or Images to verify any data or dates. Bank will process the imaged Check according to the amount entered by Client, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Bank may process the imaged Check according to the written amount, and Bank may correct the amount entered by the Client, but is not required to do so.

Checks made payable to the Client or any reasonable derivation thereof are acceptable for deposit. Certain checks are not supported through the remote deposit capture channel. These items include but are not limited to: third party checks, foreign checks, substitute checks, government bonds, checks payable in a medium other than U.S. Dollars, U.S. State or other savings bonds. If the Check is ambiguous or does not have the necessary information to be processed by Bank, Bank will treat the check as an exception. If a Check is treated as an exception, it will be forwarded by Bank to the Client, and not deposited or otherwise reflected in the Client's Account. Bank will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.

7.4 Provisional Settlement

Images are not deposited until accepted for deposit by Bank. Deposits of Images are provisional, and may be returned for insufficient funds or other reasons, including, without limitation, claims that the substitute check created from the transmitted data does not meet legal equivalence requirements under Applicable Law, or that the transmitted data is incomplete or inaccurate. Bank shall have no responsibility for the delayed return of a substitute check that includes any message text or other information added by Client in the depository bank endorsement area on the Image. Images transmitted to Bank for deposit and received by Bank on a day other than a Business Day or after established cutoff deadlines shall be treated by Bank as received on the next Business Day.

7.5 Reporting

Bank will make reports regarding the RDC Service available through a web portal (the "RDC Portal"). Specifically, Bank shall make available from time to

time a report stating the total amount deposited into an Account, as well as a listing of individual items deposited, which the Client may access through the RDC Portal.

7.6 Use of Remote Deposit

If applicable, Client agrees to enter in the amount of the Check, using the written amount of the Check, into the relevant data field associated with the RDC Service. Client agrees to abide by all procedures for using the RDC Service, including, but not limited to, the archiving and destruction of the original Check, as described herein below.

7.7 Check Retention and Destruction

- A. **Check Retention.** After being processed through the RDC Equipment, the original paper checks will remain with the Client, who shall use a commercially reasonable method to securely store all checks for a period of sixty (60) days after the date of deposit.
- B. **Data Destruction.** Checks retained by the Client shall be destroyed between sixty (60) days and ninety (90) days after the date of deposit. After they have been securely retained for a period specified in this **Section 7.7.B** the Client, in an area limited to select personnel, and prior to discarding, shall destroy Checks in a manner rendering unreadable all data containing or relating to material containing account information. For physical documents such as Checks, such destruction shall include shredding the documents using a cross-cut shredder. For electronic data, destruction shall include methods such that the information cannot practically be read or reconstructed. For example, (i) "fixed" internal magnetic storage, such as computer hard drives, (ii) external "mini" and "micro" hard drive storage, (iii) USB "flash drive" devices and plug-in memories, and (iv) "write-many" optical media, such as CD- RWs and DVD-RWs, shall be cleaned by software that uses an over-writing or "wiping" process to over-write all usable storage locations. "Write once" optical media, such as CD-Rs and DVD-Rs, cannot be overwritten and shall therefore be physically destroyed by shredding or with scissors.

7.8 Software, Internet, and Hardware

The Client will comply with all software, Internet, and hardware requirements outlined in the Supplemental Documentation, as provided by Bank and as may be updated by Bank from time to time in its sole discretion. Equipment leased by Client for use with the RDC Service is the property of Bank, and therefore must be returned to Bank within fifteen (15) calendar days if the Client discontinues the RDC Service as outlined in this Agreement, or should this Service otherwise be terminated. In the event the leased Equipment (or any other Equipment provided by the Bank that Client has not purchased) has not been returned within fifteen (15) days of the date of termination, Client shall make payment to Bank in an amount equivalent to Bank's replacement cost for the Equipment as established by Bank. Client shall not, directly or indirectly, engage in any of the following activities except as may be expressly permitted by Applicable Law: (a) modify, create derivative works of, rent, lease, or otherwise permit third parties to use the Licensed Software or Equipment; (b) input, upload, transmit or otherwise provide to or through the Licensed Software, any information or materials that are unlawful; (c) remove, delete, alter or obscure from any Licensed Software or Equipment: any trademarks, warranties or disclaimers, or any copyright, patent or other intellectual property or proprietary rights notices or (d) use the Licensed Software or Equipment other than in accordance with this Agreement and in compliance with all Applicable Laws.

7.9 Representations and Warranties

With respect to each and every Check that the Client uses to create an Image for use with the Service (each an "Underlying Check") and every Image that the Client delivers to Bank for credit to its Account (each a "Remote Item"), the Client represents and warrants to Bank that: (a) the Client shall be bound by and comply with all procedures and operating guidelines established by Bank, contained herein or subsequently created by Bank in its sole discretion; (b) the Client assumes responsibility for any Check or Image that is transmitted which for any reason is not paid; (c) the Client is a person or entity entitled to enforce the Check; (d) all signatures on the Check are authentic and authorized; (e) neither the Check nor the Image is counterfeit; (f) neither the Check nor the Image has been altered; (g) neither the Check nor any image of the Check has been paid; (h) no depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, an item transmitted as

a Remote Item, or any Check or item derived from such Remote Item, such that said person will be asked to make a payment based on an item that it has already paid; (i) the Client shall properly endorse each Check and deposit said Check to an Account at Bank that matches the name of the Client; (j) the Client shall deposit only Checks as defined in Regulation CC of the Federal Reserve Board of the United States ("Regulation CC"); (k) the Client shall deposit only Checks made payable to the Client; (l) the Client shall not deposit Checks drawn on the Client's account; (m) neither the Check nor the Image thereof is subject to a defense or claim in recoupment that can be asserted against the Client; (n) the Client has no knowledge of any insolvency proceeding commenced with respect to the Client or in the case of an unaccepted Check, the drawer; (o) only Checks drawn on financial institutions in the United States of America or Images of such Checks shall be deposited using the Service; (p) all Images meet any standards for image quality established by the American National Standards Institute, the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearing house, or association that oversees funds settlements; (q) Bank will not sustain a loss because the Client has deposited an Image; (r) all information provided by the Client to Bank is complete, accurate, and true; (s) the Client has complied with all applicable rules, regulations, and laws with respect to deposit of the Check; (t) files submitted by the Client to Bank do not contain computer viruses; (u) the Remote Item is a digitized image of the front and back of the Underlying Check and accurately represents all of the information on the front and back of the Underlying Check as of the time Client converted the Underlying Check to a Remote Item; (v) the Remote Item has supporting documentation retained by you which shows the item is payable and authorizes the payee to charge and collect the monies owed; (w) the Remote Item contains all endorsements applied by parties that previously handled the Underlying Check in any form for forward collection or return; (x) only paper originals of genuine qualified items have been scanned for remote deposit; (y) Bank will not suffer any loss as a result of Client's retention or destruction of the paper originals of Remote Items; and (z) the Client has performed and will perform all of its obligations under this Agreement.

7.10 Image Quality

Client acknowledges that it is solely responsible for the quality of the image of each Check scanned for deposit

to a Designated Account. Should Bank determine in its sole discretion that the image quality of any Check electronically transmitted by Client to Bank to be deposited to a Designated Account is such that such Check cannot be processed ("Rejected Check"), then Client may either re-image the Check and resubmit same for deposit to the Designated Account or Client may deposit the original of any such Rejected Check. In no event shall Bank be obligated to process any imaged Check for deposit to a Designated Account unless the image quality thereof is acceptable to Bank, regardless of the number of times Client may re-image and resubmit such re-imaged Check for deposit. Client acknowledges and agrees that Bank adheres to the policy that the "legal amount recognition," meaning the amount of the Check written in words, shall prevail over the "character amount recognition," meaning the amount written in numbers, in determining the correct amount of any Check scanned and submitted electronically by Client for deposit in the Designated Account, and Client agrees to be bound by the amount as so determined.

7.11 Exposure Limits

Client shall comply with the monetary daily and/or weekly deposit file limits established by Bank from time to time in its sole discretion, based on its risk criteria (including, without limitation, any such limits as set forth in the Enrollment Form).

7.12 Liability

If Bank fails to credit any of Client's Accounts utilized in connection with the RDC Service in accordance with the terms of this Section as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such Account, but Bank shall not incur any liability therefore, including any loss resulting from failure by Client to invest the amount of funds not properly credited to the Account. Further, Bank shall not be liable if:

- Through no fault of Bank, the Client's Customer does not have enough money in his or her account to make the transfer or payment.
- The RDC Equipment or the RDC Service is not working properly and the Client knew about the malfunction when the Client initiated use of the Service.
- The Client's Customer's depository institution mishandles or delays handling ACH Transactions

or CIE Item transactions initiated by Bank.

- There is an error on the Client's Customer's paper check.

7.13 Indemnification

In addition to any indemnification obligations of Client set forth elsewhere in this Agreement, Client shall indemnify, reimburse, or otherwise hold harmless Bank, its affiliated companies, its employees, its directors, its shareholders, and its agents for any and all costs, losses, claims, taxes, expenses, liabilities, and damages (including reasonable attorneys' fees and costs) (collectively sometimes herein, "Losses") incurred or sustained by Bank in the following events, provided there has been no gross negligence or intentional misconduct by Bank with respect to same in connection with or related to this **Section 7**, including, but not limited to all Losses resulting directly or indirectly from (i) transmittal or payment of any Image, without regard to whether Client actually authorized such transmittal, (ii) payment of a fraudulent Remote Item by Bank that would have been detected on the Underlying Check through the Underlying Check's security features, but otherwise could not be detected because the Underlying Check was transmitted to Bank via an Image, and (iii) a breach by Bank of its representations and warranties under Applicable Law that is caused, directly or indirectly, by an Image that would not have otherwise been breached had Client transmitted the Underlying Check to Bank without the use of RDC Services.

7.14 Intermediaries

Bank may act on any communication and provide the RDC Service using any payment system or intermediary organization it reasonably selects. Bank's performance of the RDC Service is subject to the rules and regulations of any such system or organization. Bank may engage third parties to provide the RDC Service. Bank shall have no obligation to disclose arrangements with third parties to Client or obtain Client's consent thereto. Client authorizes the transfer of Client information to its Vendors who are providing services and/or product in connection with the RDC Services, agents and representatives of Bank or agents of Client for use in connection with the RDC Service or as required by Applicable Law.

7.15 Discrepancies

Client shall immediately notify Bank via phone or e-mail of any error in connection with the RDC Service and any discrepancies between any records maintained by Client and any notice Client receives from Bank with respect to the RDC Service, and Client shall provide Bank with any information it may reasonably request in connection therewith. Client agrees that fourteen (14) calendar days after Client's receipt of the relevant notice is a reasonable time for Client to notify Bank of errors or discrepancies, unless any other agreements between Bank and Client or Applicable Laws provide for a shorter period. Failure of the Client to notify Bank within said time period of any such discrepancies shall preclude the Client from asserting any claims for damages or other liabilities of any nature against Bank based upon or arising in connection with such discrepancies. Bank shall have the right to correct the amount in the data field for any Check that has an incorrect amount to be consistent with the image of the Check. Notwithstanding the foregoing, Client agrees that if Client has complied with its obligations under this Agreement and Bank at any time discovers that the legal amount of the Check is different than the amount that has been credited to Client's Account, Bank will make the necessary adjustment to the Account to correct the discrepancy.

7.16 Inspection

Upon reasonable notice from Bank to Client, Bank shall have the right to inspect Client's books and records and to make on-site visits to any and all Client locations with regard to all information deemed by Bank to be necessary or pertinent to Client's use of the RDC Service provided by Bank under this Agreement. Information subject to Bank's right of inspection shall include (but not be limited to) all information maintained by Client with respect to Client's Customers (which Client hereby represents and warrants to Bank that Client has received all necessary consents as may be required by Applicable Law to allow Bank to so inspect), vendors and processors (including audits) if, in the opinion of Bank, Client's relationship with such Client's Customers is materially related to Client's RDC transaction activity conducted through Bank under this Agreement. In addition, Bank, in its sole discretion, may from time to time require Client to provide a written acknowledgement of its compliance with the RDC Service requirements.

The following is a partial list of Client requirements, all of which are subject to audit by Bank:

- All RDC Service scanning equipment shall be maintained in a secure area and used only for the RDC Service.
- Computer equipment used to operate RDC Service software and/or prepare File Transmissions shall be regularly updated and patched for security (including use of and updating of firewall, virus protection, malware protection, anti-spam protection).
- Appropriate steps shall be taken to ensure that all RDC User identification information, passwords, authentication methods and any other applicable security procedures issued to Client's employees are protected and kept confidential.
- All checks scanned shall be original items, appropriately payable to the Client, and shall be properly endorsed prior to scanning.
- Images of each deposit made with RDC shall be reviewed internally prior to transmission to ensure high image quality.
- Original checks shall be properly secured after being scanned, and shall be physically destroyed after being held for at least 60 days, but not more than 90 days.
- All Client staff shall understand the need for proper user security, password controls and separation of duties.

7.17 Effect of Termination

Any termination of RDC Services will not affect obligations arising prior to termination, such as the obligation to process any Checks or CIE Items, including returned items that were in the process of being transmitted or collected prior to the termination date. Within thirty (30) days after termination of this Service, Client will return or destroy all copies of the Licensed Software, as well as any documentation, manuals, and instructions relating to the RDC Service in its possession or under its control, and will, upon request, certify in writing that it has returned or destroyed all such copies. In addition, Client will keep its Account at Bank open until the later of (i) 60 days after the date of termination, or (ii) final payment with respect to all processing fees, and Client will keep in such Account an amount of immediately available funds sufficient to cover any remaining outstanding Checks or other items. If any such outstanding Checks or returned items exceed the amount immediately available in the Account, Client will promptly pay such excess to Bank

upon demand. Client will also continue to retain Underlying Checks deposited in Client's Account by means of the RDC Service for the proper retention period. Client shall forward such Checks to Bank upon request, provided such Checks have not been destroyed pursuant to **Section 7.7**.

Section 8 Lockbox Services

Bank may agree to provide Lockbox Services to assist clients in expediting receipt of checks and other payment instruments ("Remittances"). If so, Client will have its clients or client forward items to a special post office box designated by Bank ("Lockbox"). Prior to initiation of any Lockbox Service, Client must establish and maintain a demand deposit account with Bank ("Lockbox Account"). Some Lockbox Services are common to all Lockbox clients and some are optional.

8.1 Lockbox Account

Client understands and agrees that the Agreement covers the Lockbox Service and does not cover the handling or the processing of checks drawn on any accounts Client may have with Bank. Except as modified by the Agreement, Remittances processed through the Lockbox remain subject to the terms and conditions of the Deposit Agreement. (For example, Client remains subject to its obligations on Remittances to the same extent as would be the case if checks were delivered by Client to Bank for direct deposit to an account with Bank, and items returned to Bank or a third party services provider after Lockbox processing may be charged against Client's account in the same manner as set forth in that Deposit Agreement.)

8.2 Post Office Box

Client shall direct Client Customers or Clientele to mail payments to a special post office box(es) designated by Bank (i.e., the Lockbox /post office box(es) listed in the Enrollment Form). "Clientele" refers to an account debtor or anyone contributing contents to the Lockbox or the Lockbox Account. Bank may change the name or address of the Lockbox Account post office box at its sole discretion. Bank may designate more than one post office box and designate the receivables that are to be deposited in one or more of the Lockbox post office boxes. Bank or its agent shall pick up the Lockbox contents each Business Day and administer such contents according to the Lockbox Processing Procedures.

8.3 Payee Designation

The payee designation on Lockbox Account checks should be a reasonable variation of the Client's business name. (Example Jake's Bike Shop, Jake's or any reasonable variation). If payee is not a reasonable variation, the Check may not be deposited. Notwithstanding the foregoing, Client agrees that unless Client provides a listing of acceptable payee names and/or unacceptable payee names in the Enrollment Form: (i) any checks addressed to the Lockbox may be deposited by Bank regardless of the payee designated on the check; and (ii) if the payee is blank, Bank may stamp in Client's name and the check will be deposited in the Lockbox Account. Client should provide Bank with a list of reasonable variations of its business name, including formal corporate names or trade names that may be used to identify its business.

8.4 Lockbox Reporting

Bank will make images of deposited items and accompanying documents available to Client through Bank's Lockbox Service web portal, by transmission or by delivering to Client a CD-ROM or other agreed upon physical medium. Transmissions will be sent to Client on a periodic basis as specified in the Enrollment Form and formatted in the file format specified in the Enrollment Form. Bank will send back to Client original items that are unacceptable for deposit, and any accompanying documents and other miscellaneous items received through the Lockbox that are related to such items.

8.5 Fees

The fees for the Lockbox Service are set forth in the Bank's Fee Schedule. All charges of Bank for post office box, Lockbox Account and other services rendered pursuant to this Section will be billed to Client and debited from the Lockbox Account (unless the parties agree to debit another Account). Client will be responsible for postage charges associated with postage due items.

8.6 Account Records and Verification Privileges

Bank shall maintain an imaged copy of each check deposited into the Lockbox Account for up to seven years from the date the image is created. Client may access check images through the Bank's Lockbox Service web portal for up to two years. Except as otherwise provided in **Section 8.8 "Correspondence"**,

all Lockbox contents delivered to the post office box will be retained in accordance with Bank record retention procedures.

Client shall at all times keep correct and accurate records regarding Clientele's accounts, including the financial and payment records of the Clientele's accounts. These records shall be available during the Client's regular business hours on demand to the Bank's authorized officers, employees, or agents. Bank's officers, authorized employees, or agents shall have the right to verify the validity, amount or any other matter relating to any Clientele's accounts by mail, telephone, electronic means, or otherwise.

8.7 Payment Acceptance and Endorsement

Client authorizes Bank to endorse Remittances in Client's name. Client authorizes Bank to open the envelopes and determine whether they contain any Remittances, Remittance statements, invoices, correspondence, checks, cash, papers, documents or other items. If cash is sent to the Lockbox with any materials sent to the Lockbox ("Remittance Materials"), the cash will be removed from the envelope containing the Remittance Materials and credited to Client's Account. Client authorizes Bank to rent the Lockbox at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties.

Bank shall process Remittances in accordance with following procedures:

- At enrollment each Lockbox is assigned, at Bank's discretion or that of a Vendor, a cutoff time dependent on the Lockbox Processing Procedures. The cutoff time assigned dictates when on a Business Day the last USPS mail is opened, all Remittances are encoded and deposited and when images and transmission files are available.
- In processing Remittances and Remittance Materials, Bank will follow the processing procedures set forth in the Lockbox Services Supplemental Documentation made available to Client (the "Processing Procedures").

If any payee on an item deposited by Bank in accordance with **Section 8.3** is a legal entity other than Client, Client represents and warrants to Bank and its Vendors that Client has the proper authorization from

such payee (or if the item has a blank payee, from the drawer) (a) to have such check endorsed for deposit, and deposited, into the applicable account; and (b) for Bank and any Vendor(s) to perform Lockbox Services under this Agreement for such acceptable payee. Client agrees to indemnify Bank and its Vendors, along with their officers, employees, agents, representatives and subcontractors (individually and collectively, the "Indemnified Parties") against, and hold the Indemnified Parties harmless from, any Losses incurred by any of the Indemnified Parties as a result of, or in connection with, Bank's or any Vendor's failure to have such authorization. The indemnification set forth in this Section shall be in addition to, and not in lieu of, indemnification and other rights of Bank under the Terms and Conditions.

8.8 Correspondence

Any written correspondence received with payments (as well as any coupons or other items accompanying payments in the same envelope) will be imaged and retained for 90 Days from the date the image is created ("Image Date"), except as otherwise agreed by Bank and Client. Client may access such images through the Bank's Lockbox Service web portal for two (2) years following the Image Date. Correspondence can also be forwarded to the Client (at Client's sole risk) for an additional fee as set forth in the Fee Schedule. Envelopes are imaged by request only and other items received (such as advertisements, magazines, etc.) will be rejected and returned to Client.

8.9 Return Items

In the event a Check deposited into the Lockbox Account is returned unpaid because of insufficient funds or uncollected funds, the Bank may either redeposit the Check or return the Check to the Client. The Bank shall debit the designated Lockbox Account for the amount of the returned Check along with the Bank's normal returned deposit item fee shown in the Fee Schedule.

8.10 Lockbox Online

Client shall not disclose any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device (any of which, a "Lockbox Password") assigned to Client for use in accessing the Bank's Lockbox Service web portal, except to employees or agents authorized to act for Client in

connection with the Lockbox Service. Client understands it is Client's responsibility to safeguard and manage any and all Lockbox Passwords associated with this Service and Client will change/update the Lockbox Passwords should circumstances regarding authorized access to the system change. Client acknowledges that the Bank has advised Client to change Lockbox Passwords on a routine basis. Client also understands that the Bank reserves the right to require Client to change Lockbox Passwords and could be prompted to do so at any time.

8.11 Document Test

Client agrees that acceptance of the Enrollment Form and performance by Bank is dependent on the successful test of Client's documents and transmission of file to Client, if applicable. After the Enrollment Form is accepted by Bank, Client agrees that it will not change, in any respect, the document or its contents without thirty (30) day minimum prior written notification to Bank and subsequent acceptance, testing and approval by Bank. Bank reserves the right to test Client's documents from time to time.

8.12 Adjustments

If the Bank at any time determines that there is an inaccuracy in the Lockbox Account, or that an entry previously posted to the Lockbox Account was revoked or did not become final (including but not limited to the return of deposited items unpaid), then the Bank may debit such amount against the Lockbox Account or, if the Bank cannot obtain payment of such amount by debiting the Lockbox Account, the Client agrees to pay such amount to the Bank immediately upon demand.

8.13 Authorized Agent

Client is aware and understands that the Bank may contract with Vendors and other third party(s) to carry out the functions of this Section including, without limitation, authorizing the Client's items to be first deposited in a third party bank account before being credited to Client's Lockbox Account. Client may be required to enter into an agreement with a Vendor with regard to the Lockbox Services. Bank is not responsible for the acts or omissions of its Vendors and other third parties, and Client holds Bank harmless from and against any losses arising from the acts or omissions of Vendors or other third parties.

8.14 Healthcare Lockbox

The Bank offers a specific Service known as “Healthcare Lockbox” pursuant to which the Bank provides a healthcare remittance service processing payments and documents related to healthcare services. When you utilize the Healthcare Lockbox Service, you represent and warrant that by entering into and engaging in the activities contemplated by this Agreement you are not in violation of and will not be violating any agreements with third parties, including but not limited to, contracts with payers and/or consents and directives of patients, or any federal or state laws. You agree to comply with all applicable federal and state law regarding the privacy of health information, including but not limited to, the provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as amended from time to time (“HIPAA”). You understand and agree that, as necessary for the delivery of the Healthcare Lockbox Service, we and our contractors and agents may have access to and use of Protected Health Information, as that term is defined in HIPAA, which is transmitted or otherwise made available to us. You represent and warrant that you have, and will continue to have, the authority to allow us and our contractors and agents to have access to and use of such Protected Health Information.

Section 9 Armored Courier Service

This **Section 9** sets forth the terms and conditions relating to the Armored Courier Service and is applicable to Clients who have executed an Armored Courier Service Enrollment Form and have entered into a contract (the “Armored Courier Agreement”) with a Courier (defined below). Clients who wish to receive the Armored Courier Service must have a deposit Account with the Bank. The Armored Courier Service enables the use of a courier (“Courier”), which will pick up deposits from Client’s place of business (or other designated location) and carry such deposits to Bank as detailed in your Armored Courier Agreement.

9.1 Courier Service

The Courier will arrive on the Business Days and times, or from time to time and as provided below on an “as-needed” basis, and at the locations agreed upon by Bank and Client in the Enrollment Form, to pick up deposits from Client, which deposits will be delivered by the Courier to Bank for Deposit into Client’s

Account(s). Bank shall, and is hereby authorized to: (i) open the Courier Secure Package (as defined below); (ii) process the contents thereof for deposit into the Account in accordance with Bank’s standard deposit policies, Client’s Account Disclosure Agreement, and any written instructions and/or deposit ticket(s) enclosed in the Courier Secure Package; and (iii) to transact such other business on behalf of Client as may be incidental and proper in connection with the deposit.

9.2 Client’s Responsibilities

In order to protect both Client and Bank, Client shall have the following responsibilities in using the Courier Service:

- A. Items placed with the Courier by Client for delivery to Bank shall be (i) restrictively endorsed “for deposit only” to the Account, (ii) enclosed in a sealed, tamper-evident, shipment secure package furnished by Bank (“Courier Secure Package”), and (iii) accompanied by a deposit ticket, in duplicate, which lists the contents thereof. If the contents of the Courier Secure Package do not conform to the itemized list on the accompanying deposit ticket prepared by Client, Bank may deposit into Client’s Account such items as are found therein and shall report any discrepancy to Client in a reasonable time and manner. The record of Bank shall be final and conclusive as to the contents of the Courier Secure Package, and the risk of any loss or shortage is expressly assumed by Client, who agrees to indemnify and hold Bank harmless therefrom.
- B. Client shall maintain adequate and complete records of all items placed with the Courier, including but not limited to photocopies or other forms of copies of all items and deposit tickets, which copies shall be maintained, along with a copy of the deposit ticket, until Client has confirmed the deposit with Bank. Client will continue to receive regular Account statements that describe all transactions for the Accounts including the deposits that Client has sent to Bank through the Courier Service. Client agrees to promptly review the Account statement and to notify Bank within fourteen (14) Days of receipt of such statement of any discrepancies between Client’s records of deposits with the Courier and the deposits reflected on such statement.

Statements sent by any reasonable method, are conclusively presumed to have been received by Client five (5) Days after such statement was sent by Bank. If Client fails to notify Bank of any discrepancy within the requisite time period, the Account statement shall be conclusively presumed to have correctly documented deposits sent through the Courier Service.

- C. Client agrees that the responsibilities of Client set forth above establish reasonable standards to govern the conduct of Bank and Client with respect to the Courier Service and acknowledges that such standards and all Security Procedures established by the Bank are necessary for the protection of both Bank and Client. Client acknowledges that the failure by Client to comply with such responsibilities and other Bank Security Procedures may result in lost, misdirected or late deposits.

9.3 Pick-Up of Courier Secure packages

Client shall have sealed Courier Secure Package(s) ready for pick-up upon Courier's arrival. Courier will not accept items for transport that are not sealed by Client in a Courier Secure Package and shall not be obligated, nor authorized by you, to open or inspect the contents of any Courier Secure Package prior to its delivery by Courier to Bank.

9.4 Fees

Client agrees to pay to Bank the fees listed in the Bank's Schedule of Fees for the Courier Service.

9.5 Deadline for Crediting of Deposits

Any items received by Bank from the Courier after 12 p.m. local time ("Courier Cut-Off Time") on any Business Day or at any time on a day in which Bank is not regularly open for business need not be, and at the option of Bank shall not be, opened, verified or credited by Bank until Bank's next regular Business Day. The Courier Cut-Off Time may be adjusted by Bank with prior written notice to Client.

9.6 Standard of Care

Client agrees that Bank's responsibility to Client under this Section is limited to the exercise of ordinary care. Client further agrees that the occasional unintentional deviation by Bank from the procedures set forth

herein or deviation in accordance with the telephone instructions of Client will not be deemed the failure to exercise ordinary care exercise ordinary care. Nothing in this Section shall be construed to enlarge any of Bank's duties under the Tennessee Uniform Commercial Code.

9.7 Independent Contractor/Limits on Liability

Courier is your independent contractor and is not an agent or employee of Bank. Bank helps coordinates Courier's provision of service as a convenience to you and Bank shall not be liable for any acts or omissions of Courier. As between Bank and Client, Client shall be solely responsible for all deposits while such deposits are in Courier's custody. Bank is not and shall not be considered an insurer of any deposits placed with Courier and shall not be responsible for, or have any liability for, any deposits until such deposits are received by Bank at the Bank's office/branch.

Section 10 Smart Safe Deposit Service

This **Section 10** sets forth the terms and conditions relating to the Smart Safe Deposit Service and is applicable to Clients who have executed a Smart Safe Deposit Service Enrollment Form and have entered into a contract (the "Smart Safe Agreement") with a Courier (defined in **Section 9** above). Clients who wish to receive the Smart Safe Deposit Service must have a deposit Account with the Bank. The Smart Safe Deposit Service enables provisional credits to be made to Client's Account based on the amount of cash deposited in safes containing electronic currency validating components ("Smart Safes") at Client locations designated in the Supplemental Documentation ("Client Locations"). Such cash would be picked up by Courier periodically and transported to Courier's vaults (the "Smart Safe Cash Delivery Services"). Ownership of the cash contained in the Smart Safe(s) would transfer to Bank upon delivery to Courier's vaults, and such cash amount would be credited to Client's Account as a final (versus provisional) credit.

10.1 Designated Account

All provisional credit advanced by the Bank under Smart Safe Deposit Service shall be posted to the Designated Account. Unless Client specifies a different Account in the Supplemental Documentation, the Designated Account will also be used for debits involving fees, returns and/or adjustments.

10.2 Equipment

All communication lines, terminals, equipment, computer software, and interface devices required to access the Smart Safe Deposit Service (together with the Smart Safe Deposit Service, the "Smart Safe Deposit System") and to transmit and receive data and information between Client's location(s), Bank's service center(s), and/or other necessary location(s) (collectively, "Client Equipment") are subject to approval by Bank and shall be compatible with the Smart Safe Deposit System. Client understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Smart Safe Deposit Service and the cost thereof.

10.3 Input

As between Bank and Client, Client shall be solely responsible for the input, transmission, or delivery to and from Bank of all information and data required by Bank to perform the Service. Client shall determine and be responsible for the authenticity, accuracy, and completeness of all information, data, and instructions submitted to Bank. Bank is not obligated to check for errors or omissions in any such information, data, or instructions and/or to correct, cancel or amend any action in connection with the Service once Bank has received instructions to complete such action.

10.4 Service

The Smart Safe Deposit Service allows for advances of provisional credit to the Designated Account, based upon the amount of cash inserted into Smart Safes at Client Locations. The availability of the Service is contingent upon the existence of the Smart Safe Agreement and the Bank's ability to receive Client Smart Safe data (including, without limitation, electronic cash files) from Courier and/or Bank's vendor.

10.5 Information Sharing

Client hereby grants the Bank the authority to receive/retrieve information related to Smart Safe deposit activities and Courier cash deliveries and receipts from a web portal designated by Courier (the "Smart Safe Portal") as well as electronic cash files and other data files sent to Bank by Courier and/or Bank's vendor and to otherwise communicate with Courier and/or Bank's vendor regarding your cash levels,

delivery schedules, validation reports and other information concerning your involvement in Courier's Smart Safe Cash Delivery Services. This data may be used by the Bank and shared with third parties (including without limitation the Bank's vendor(s)) and the Courier to deliver the Service (including, without limitation, to provide data for the Smart Safe Portal).

10.6 Credit Advances

Client will only place United States currency in the Smart Safe(s). Client may not remove currency from the Smart Safe once it has been inserted. In the event Smart Safe(s) at one or more Client Locations are used to generate an electronic cash file (a "Smart Safe Deposit File") by or before the cut-off time set forth in the Cut-Off Time Schedule on a Business Day, Bank shall make provisional credit advances to the Designated Account on the same Business Day in an amount equal to any new cash that has been deposited into the Smart Safe(s) since the last Smart Safe Deposit File (each of which, a "Credit Advance"). If a Smart Safe Deposit File is generated after the cut-off time on a Business Day or on a non-Business Day, the Credit Advance may not be made until the next Business Day.

10.7 Verification of Smart Safe Deposit Files

After Courier has transported Client's cash to Courier's facility, Courier shall verify the amount of cash received. Courier's verification of cash amounts deposited in Smart Safe(s) and received at Courier's facility (or other facility as agreed by Client) shall be final and binding on Client under this Agreement (the "Verified Amount") and Client shall be responsible for any discrepancy between any Smart Safe Deposit File and the Verified Amount (including but not limited to, discrepancies stemming from damage to the Smart Safe, a missing Smart Safe, Courier's failure to perform, or theft of contents (whether directly from safe or during transit by Courier)). Client shall be responsible for repaying, without limitation, Credit Advance(s) regardless whether they exceed the cash amounts contained in any Smart Safe Deposit File(s). Provisional credit may be revoked if currency has not been received at Courier's facility within eight (8) Business Days from the related Credit Advance. In such case, the provisional credit that was initially provided will be reversed (i.e., the Designated Account will be debited in the amount of the provisional credit).

10.8 Ownership of Cash

As between Client and Bank, Client shall retain ownership and risk of loss of any cash in the Smart Safe(s) until delivery of such cash to Courier's facilities. Upon Courier's delivery of such cash to Courier's facilities (a "Cash Delivery"), ownership of all such cash shall transfer to Bank. Client agrees that Bank shall have the right, in its sole discretion, to transfer ownership of any cash in the Smart Safe(s) from Client to Bank immediately upon notice to Client and Courier ("Notice Transfer"). Client agrees that Bank shall have a priority lien with regard to any cash in the Smart Safe(s) (up to the amount of any outstanding balance in the Designated Account) to secure Client's obligations under this Agreement and/or any deposit account agreement covering such Designated Account.

10.9 Application of Cash Credits to Designated Account

Bank shall credit the Deposit Account for the amount of any cash transferred to Bank following each Cash Delivery or Notice Transfer (each a "Cash Credit"). (Such Cash Credits may take the form of finalizing provisional credits and/or new final/non-provisional credits.) Client agrees that Cash Credits may be adjusted up or down to reflect Verified Amounts. (For example, any mutilated currency and coins would be dealt with separately and would not be included in a Verified Amount.)

10.10 Non-cash Items

Bank shall have no obligations or liability under this Agreement with regard to any contents of the Smart Safe(s) other than cash, including without limitation checks, other negotiable items, or any other securities or personal property, regardless whether such property is transferred to Courier or retained by Client.

10.11 Client Review; Responsibility for Accounts

Client shall review all reports furnished by Bank for accuracy and shall work with Bank to reconcile any out of balance conditions or discrepancies. As applicable, Client shall be responsible for balancing its accounts each Business Day and notifying Bank promptly of any errors or discrepancies. If Client so notifies Bank, Bank shall, at its expense, promptly re-compute accounts affected by discrepancies solely caused by the Bank or provide for another mutually agreeable resolution. Bank will use commercially reasonable efforts to

correct errors attributable to Client or Client's other third party servicers. Reconstruction of error conditions attributable to Client or to third parties acting on Client's behalf will be done at Bank's then-current professional services rates.

10.12 Client Systems; Client Notification

Client shall ensure that Client's networks and computer systems ("Client Systems"): (i) are capable of passing and/or accepting data from and/or to the Smart Safe Deposit System, and (ii) include up-to-date anti-viral software designed to prevent viruses from reaching the Smart Safe Deposit System through Client Systems. Client agrees that it shall notify Bank as soon as possible upon becoming aware of any incident of unauthorized access to the Smart Safe Deposit System.

10.13 Insurance; Liability

Client shall obtain insurance protecting against any loss of cash in the Smart Safes at the Client Locations not otherwise guaranteed by Courier. You acknowledge and agree that you are fully responsible for the cash contained within the Smart Safes and (as between Bank and Client) bear the sole risk of theft, robbery, fire, or risks of loss involving the cash until such time as such cash is delivered to Courier's facility and ownership of such cash is transferred to Bank. You agree that the Courier is acting solely as your agent under this Agreement. Bank does not directly handle, store or transport any currency, and will not in the future handle, store or transport any currency, for or on behalf of the Client in connection with the Smart Safe Deposit Service. The Bank shall not be held liable for any malfunction or delay related to any equipment provided to Client by Bank, any other equipment provided to Client by Courier, Courier's web portal(s), or other issues related to mechanical or technical difficulties involving Courier or Client, in receiving or processing any information concerning Smart Safe Deposit Files, Verified Amounts, Credit Advances, Cash Deliveries or Cash Credits (whether such information is transmitted/processed by the Client, Courier and/or Bank's third party service provider).

10.14 Termination

Client will keep any Designated Account(s) at Bank open until the later of (i) 30 days after the date of termination of this Service, or (ii) final payment with respect to all fees and will keep in such Account(s) an amount sufficient to cover any remaining outstanding

obligations.

Section 11 Zero Balance Account Service

This **Section 11** sets forth the terms and conditions relating to the Zero Balance Account Service and is applicable to Clients who have executed a Zero Balance Account Service Enrollment Form. Clients who wish to receive the Zero Balance Account Service must have at least two (2) deposit Accounts at the Bank. The Zero Balance Account Service allows clients to concentrate their funds in one, central business checking Account, called a Master Account. If the Target Balance for Subsidiary Accounts is set at zero, the Zero Balance Account Service will sweep all available funds from Subsidiary Accounts to the Master Account, and when an item is presented against a Subsidiary Account, funds are swept back from the Master Account to cover the item.

Unless otherwise provided in the Enrollment Form, if the Target Balance for a Subsidiary Account(s) is set above zero, funds will be transferred between the Subsidiary Account(s) and the Master Account to bring the respective balance(s) of the Subsidiary Account(s) to the Target Balance. Unless otherwise provided in the Enrollment Form, one or more Subsidiary Accounts may fall below the Target Balance in the event there are not enough funds in the Concentration and Subsidiary Account(s) to maintain the Target Balance for each Subsidiary Account.

11.1 Zero Balance Account Service

By executing a Zero Balance Account Service Enrollment Form, Client will designate a Master Account and one or more Subsidiary Account(s), as well as a Target Balance for each Subsidiary Account. Client may make deposits, issue Checks and other debits drawn against any Account designated as a Subsidiary Account or Master Account, regardless of the then-current balance in that Account. At the end of each Business Day, Bank will engage in the Settlement Process to transfer funds as necessary so that at the end of the Settlement Process, each Subsidiary Account will contain the Target Balance designated for that Account. Funds will be transferred as necessary:

- from the Master Account to each Subsidiary Account, and/or
- from each Subsidiary Account to the Master Account, to cause the balance of the Subsidiary Account to contain the Target Balance.

Notwithstanding the language in this **Section 11** regarding maintenance of Target Balances and/or Account balances, in the event the Enrollment Form conflicts with such language, the Enrollment Form shall control.

11.2 Rejected and Dishonored Debits

- A. **Client Obligation.** Client shall not issue any items drawn on any Subsidiary Account or the Master Account if the aggregate amount of all such items would exceed the aggregate immediately available funds on deposit in the Master Account and Subsidiary Account(s).
- B. **Master Account Overdrafts.** Bank is not required to honor any items drawn on any Subsidiary Account or the Master Account if the immediately available funds on deposit in the Master Account and Subsidiary Account(s), in aggregate, would be insufficient to pay items.

11.3 Bank Options

Bank may reverse the transfer of any funds in whole or in part between a Subsidiary Account and the Master Account and then reject any items not finally paid if, for any reason, any Subsidiary Account or the Master Account would have a negative balance at the end of the Settlement Process.

Section 12 Business Sweep Service

This **Section 12** sets forth the terms and conditions relating to the Business Sweep Service and is applicable only to Clients who have executed an Enrollment Form requesting the Business Sweep Service. Clients who wish to receive the Business Sweep Service must have a deposit Account at the Bank. For Clients enrolled in the Zero Account Balance Service and Business Sweep Service, the Zero Account Balance Service will be performed before the Business Sweep Service for the relevant Accounts.

The Business Sweep Service is an integrated financial service in which excess collected funds above Client's Target Balance in the Designated Account specified on the Enrollment Form (the "Operating Account") shall be transferred by the Bank daily from the Operating Account and into an investment and/or credit line sweep selection designated by Client in such Enrollment Form.

Client authorizes Bank to debit and credit the Account(s) in accordance with the sweep arrangement selected and described in the Enrollment Form, including, without limitation, as may be needed from time to time to cover Checks and other charges to the Operating Account and to maintain in the Operating Account a collected balance of no less than the Target Balance designated in the Enrollment Form. Bank reserves the right to change from time to time the amount of the Target Balance.

12.1 Service Features

On each Business Day, Bank will determine the collected balance (i.e., the ending ledger balance minus provisional credits for which final payment has not been received by the Bank) in the Operating Account for the previous Business Day (the "Collected Balance") and conduct sweep transactions as follows:

A. **Three Way Sweep.** If the "Three Way Sweep" is selected, sweep transactions will be handled as follows:

- i. Collected Balances in the Operating Account in excess of the Target Balance will be swept to the interest bearing account or Repurchase Investment Account designated in the Enrollment Form (either of which, the "Investment Account"). If there is an outstanding principal balance on the Client's line of credit designated on the Enrollment Form ("LOC"), however, excess funds from the Operating Account will first be used to reduce the outstanding principal balance.
- ii. If the Collected Balance in the Operating Account is less than the Target Balance, the Bank will sweep funds from the Investment Account and deposit them into the Operating Account to restore the Collected Balance in the Operating Account to the Target Balance.
- iii. If the Collected Balance in the Operating Account is less than the Target Balance and there are insufficient funds available in the Investment Account, the Bank is authorized and directed to advance funds, up to the line availability, from the LOC (if any) in an amount sufficient to restore the Collected Balance in the Operating Account to the Target Balance.

B. **Investment Sweep.** If "Investment Only Sweep" is selected, sweep transactions will be handled as follows:

- i. Collected Balances in the Operating Account in excess of the Target Balance will be swept into the Investment Account designated in the Enrollment Form.
- ii. When the Collected Balance in the Operating Account is less than the Target Balance, the Bank will sweep funds from the Investment Account and deposit the funds into the Operating Account to restore the Collected Balance in the Operating Account to the Target Balance.

C. **Loan Sweep.** If "Loan Only Sweep" is selected, the Bank is authorized and directed to handle sweep transactions as follows:

- i. Collected Balances in the Operating Account in excess of the Target Balance are used to reduce the outstanding principal balance, if any, on the Client's LOC designated during enrollment. When the outstanding principal balance on the LOC is paid in full, Collected Balances in the Operating Account in excess of the Target Balance will remain in the Operating Account.
- ii. In the event that the Collected Balance in the Operating Account is less than the Target Balance, the Bank is authorized and directed to advance funds, up to the line availability, from the Client's LOC in an amount sufficient to restore the Operating Account to the Target Balance.

12.2 Line of Credit Requirements

LOC principal payments and advances are subject to the terms and conditions of the LOC documents between Client and Bank. There are restrictions on the types of loans that are eligible for the Sweep Service.

Client acknowledges that participation in the Business Sweep Service is not a condition of Client's LOC and that Client may terminate the Business Sweep Service and thereafter make requests in such other manner as Bank may choose to accept for each advance.

Bank may delay or discontinue, without notice, advances from the LOC pursuant to the Business Sweep Service in the event of any one or more of the following circumstances: (i) any insufficiency of Client's available credit under the LOC or any other circumstances which would excuse Bank from advancing funds under LOC; (ii) termination of the Operating Account or LOC, or (iii)

pursuant to any other applicable termination provisions set forth in this Agreement.

12.3 Termination of Service

Bank or Client may terminate the Business Sweep Service effective upon three (3) Business Days' written notice to the other party.

12.4 Service Fees

The Client agrees to pay a monthly fee to Bank for the Business Sweep Service in an amount as set forth in the Bank's Fee Schedule. Client acknowledges that the fee is intended to compensate the Bank, in whole or part, for checking services and not as compensation for the line of credit (if any). Bank may collect all fees and charges not otherwise paid to it by deducting them as they are due from the Sweep Account or Operating Account, from any principal or interest being credited to such Accounts, from any other deposit Account maintained by Client with Bank, or through an Account Analysis charge.

Section 13 Overnight Repurchase Transactions

This **Section 13** sets forth the terms and conditions relating to overnight repurchase investment transactions and is applicable only to Clients who execute an Enrollment Form for the Business Sweep Service and select the option for the Repurchase Investment Account ("Repurchase Sweep Service"). Clients who wish to receive the Repurchase Sweep Service must have a deposit Account at the Bank. By signing the Business Sweep Service Enrollment Form for the Repurchase Investment Account, Client requests Bank to apply certain cash balances in the Designated Account at the end of each Business Day to a Repurchase Investment Account established at the Bank on behalf of the Client. The Repurchase Investment Account shall reflect the value of the Client's investment made in accordance with the terms of this Section.

13.1 Investment Authorization

As part of the Repurchase Sweep Service, Client and Bank agree to enter into transactions from time to time under which Bank agrees to transfer to Client an interest in securities within the meaning of the Government Securities Act of 1986 (such securities hereinafter "Securities" and such interest a "Repurchase Investment") against the transfer of funds

by Client, with a simultaneous agreement by Client to re-transfer to Bank such interest in such Securities at a date certain or on demand, against the transfer of funds by Bank. Each such transfer shall be referred to in this Agreement as a "Repurchase Transaction" and shall be governed by this Section.

The Client authorizes the Bank on each Business Day to debit and credit (i) the Designated Account listed on the Enrollment Form and (ii) the Repurchase Investment Account in accordance with the arrangements described in this Section. On each Business Day, Bank will determine the collected balance (which may not coincide with the ledger balance, nor the time by which Bank actually receives provisional or final credit for Checks or similar items deposited into the Designated Account) in the Designated Account for the previous Business Day and deduct any amounts in excess of the Target Balance specified in the Enrollment Form. Such amounts will be used for Repurchase Investments (the "Repurchase Investment Account Collected Balance"). Client may be required to maintain a compensating balance (i.e., a minimum balance). This compensating balance may not be eligible for earnings credit on Client's Account Analysis.

Repurchase Investments mature on the first Business Day following the date Bank makes such investment. Upon the maturity of each Repurchase Investment, Bank will automatically apply the proceeds thereof, including the principal amount of the investment, plus any interest (calculated as set forth in **Section 13.5** below), to the Designated Account. Such interest shall be (i) simple interest, not compounded, (ii) calculated based on a 360- day year, considering the Repurchase Investment Account Collected Balance as principal, to include any such collected balance in excess of the Maximum Investment Amount, and (iii) paid monthly or at maturity. Client's Account Analysis balance will be adjusted accordingly, if applicable.

13.2 Presumption of Receipt of Communications

Account statements and other communications may be sent to the address in the Bank's records for Client's deposit Account(s) or at such other address as Client may later specify in writing pursuant to **Section 1.5.A**. Client agrees to notify Bank immediately of any errors or discrepancies between Client's records and the information Bank provides concerning Client's accounts or transactions. If Client does not notify Bank of any errors within a reasonable time (not to exceed 14 days)

of the statement mailing date, the statement shall be deemed to be correct.

13.3 Statements and Confirmations

A Repurchase Investment Account statement will be sent to Client each month, and in addition, Bank will send Client a daily confirmation notice for any Repurchase Investment made setting forth the specific terms of the transaction ("Confirmation"). Client acknowledges that delivery of the confirmations and statements by U.S. mail, overnight delivery services, fax, or e-mail is acceptable.

The Confirmation shall describe the purchased Securities for that Repurchase Transaction (including CUSIP number, if any, the issuer, maturity date, coupon rate, paramount and market value), shall identify the buyer (i.e., the Client) and the Bank, and shall set forth (i) the purchase date (ii) the purchase price, (iii) the repurchase date unless the Repurchase Transaction is to be terminable on demand of either party, in which case the Confirmation shall state "on demand," "EFN" (until further notice) or other suitable abbreviation indicating that the Repurchase Transaction is terminable on demand, (vi) the annual percentage rate applicable to the Repurchase Transaction (as determined pursuant to this **Section 13**), and (v) any additional terms or conditions of the Repurchase Transaction not inconsistent with this **Section 13**. The Confirmation, together with this **Section 13**, shall constitute conclusive evidence of the terms agreed between the Client and the Bank with respect to the Repurchase Transaction to which the Confirmation relates, unless specific objection is promptly made in writing concerning the terms of the Confirmation after the Client's receipt of the Confirmation. In the event of any conflict between the terms of such confirmation and this Agreement, this Agreement shall prevail.

13.4 Nature of Repurchase Transactions

The parties intend that all Repurchase Transactions be considered sales and purchases and not loans. However, in the event any Repurchase Transaction is deemed to be a loan, the parties intend that Bank shall be deemed to have granted to Client a security interest in the Securities described in the applicable Confirmation for the purpose of securing payment of the repurchase price. Client shall not sell, transfer, pledge, hypothecate or assign its interest or rights with respect to this Section or any Repurchase Transaction.

Bank shall be entitled to receive and retain all principal, interest, dividends, distributions and other income payable with respect to the purchased Securities, whether or not made or becoming due during the term of the Repurchase Transaction.

13.5 Maturity

Repurchase Investments mature on the first Business Day following the date Bank made such investment. Upon the maturity or earlier termination of a Repurchase Transaction, all right, title and interest of Client in and entitlement to the purchased Securities subject to such Repurchase Transaction shall be deemed re-transferred to Bank, and Bank shall pay Client the repurchase price in accordance with the terms of this Section.

The "repurchase price" with respect to a Repurchase Transaction means the purchase price for such Repurchase Transaction plus the aggregate amount obtained by daily application of the applicable interest rate selected by the Bank for such Repurchase Transaction (the "Repurchase Rate") to the purchase price considering the ending collected balance for the Repurchase Investment Account as principal, to include any balance in excess of the Maximum Investment Amount. Client acknowledges that Bank may establish varying Repurchase Rates for Repurchase Transactions of varying denominations. Interest will be calculated as simple interest using a 360 day per year basis for the actual number of days in the period beginning on and including the purchase date for such Repurchase Transaction and ending on but excluding the repurchase date for such Repurchase Transaction.

13.6 Collateral

Repurchase Investments shall be collateralized, up to the amount, if any, specified in the Enrollment Form (the "Maximum Investment Amount"), by securities issued by the U.S. Treasury, or by agencies sponsored by the U.S. Government, such as "Fannie Mae," "Freddie Mac," "Federal Home Loan Bank," and other comparable issuers. In the event the Repurchase Investment exceeds the Maximum Investment Amount, any amount above the Maximum Investment Amount shall not be collateralized.

13.7 Payment

All payments shall be made in immediately available funds. Client authorizes Bank to charge against any of

Client's deposits or other Accounts held by Bank the purchase price of Repurchase Transactions initiated under the Repurchase Sweep Service and to credit thereto the repurchase price due to Client upon the maturity or earlier termination of any Repurchase Transaction. Client will at all times be liable for the payment upon demand of any debit balance in, or other obligation relating to, the Designated Account and/or Repurchase Investment Account. If after demand, Client fails to pay any amounts owing, Bank may close the Designated Account and/or Repurchase Investment Account and liquidate the assets in an amount sufficient to pay Client's indebtedness. Client authorizes Bank to apply or set off at any time and without further notice, any Repurchase Investment and the proceeds thereof to or against any indebtedness, whether now existing or hereinafter created and whether direct or indirect, which at any time may be owed by Client to Bank.

13.8 Use of Employee Plan Assets

If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Repurchase Transaction, the Plan Party shall so notify the other party prior to the Repurchase Transaction. The Plan Party shall represent in writing to the other party that the Repurchase Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefore, and the other party may proceed in reliance thereon but shall not be required so to proceed.

13.9 Segregation of Purchased Securities

Client shall not receive legal title to or actual possession of the purchased Securities and shall not receive or have a right to the benefit of any increase in market value of the purchased Securities, which value will vary from day to day. Until the maturity or earlier termination of a Repurchase Transaction, Bank (or its agent) shall retain custody and possession of all purchased Securities. To the extent required by Applicable Law, Bank (or its agent) shall segregate all purchased Securities from other Securities in its possession and shall identify Client's interest in such purchased Securities. Segregation may be accomplished by appropriate identification on Bank's (or its agent's) books and records.

13.10 Required Disclosure for Repurchase Transactions in Which Bank Retains Custody of Purchased Securities

BANK IS NOT PERMITTED TO SUBSTITUTE OTHER SECURITIES FOR THE PURCHASED SECURITIES AND THEREFORE MUST KEEP CLIENT'S SECURITIES SEGREGATED AT ALL TIMES.

13.11 [Intentionally Omitted]

13.12 Disclosures and Acknowledgments

- A. CLIENT ACKNOWLEDGES THAT THE FUNDS HELD BY BANK PURSUANT TO A REPURCHASE TRANSACTION ARE NOT A DEPOSIT AND THEREFORE ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE UNITED STATES GOVERNMENT OR ANY OTHER GOVERNMENTAL AGENCY.
- B. The parties agree and acknowledge that each Repurchase Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Repurchase Transaction or the term of such Repurchase Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Repurchase Transaction would render such definition inapplicable).
- C. The parties agree and acknowledge that each Repurchase Transaction hereunder is a "qualified financial contract," as that term is defined in Federal Deposit Insurance Act and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Repurchase Transaction would render such definition inapplicable).
- D. Client further understands that Client's funds and Securities held in a Repurchase Investment:
 - are not insured or guaranteed by the FDIC, the United States government or any other governmental agency;
 - are not deposits in or obligations of Bank or any affiliate;

- are not guaranteed by Bank, or any other affiliate;
 - In the event the FDIC were appointed receiver for the Bank in conjunction with a failure of the Bank:
- i. Client funds held in the Client's deposit Account as of the Cutoff Point (defined herein below) would be recognized by the FDIC as deposits belonging to the Client and would be insured by the FDIC subject to FDIC insurance rules and limits. "Cutoff Point" means the point in time established by the FDIC after it has been appointed receiver of a failed financial institution and takes control of the failed financial institution.
 - ii. Client funds swept out of the Designated Account as of the Cutoff Point and used to purchase interests in Securities (as defined in this Section 13, which governs Repurchase Investments) pursuant to this Section 13 would not be recognized by the FDIC as constituting a deposit at the Bank and would not be covered by FDIC insurance. Instead, the FDIC should recognize the Client as owner of the Securities or as having a perfected security interest in such Securities and would recognize the then current market value of such Securities.

Section 14 Controlled Disbursement Service

This **Section 14** sets forth the terms and conditions relating to the Controlled Disbursement Service and is applicable only to Clients who have executed an Enrollment Form requesting the Controlled Disbursement Service. Clients who wish to receive the Controlled Disbursement Service must have a deposit Account at the Bank and shall designate one or more deposit Accounts used to pay Checks via the Controlled Disbursement Service (each a "Controlled Disbursement Account") as well as a deposit account (the "Master Funding Account") used to fund the Controlled Disbursement Account(s).

14.1 Controlled Disbursement Service Description

Bank's Controlled Disbursement Service captures data early each Business Day on incoming checks being presented for payment against your designated Controlled Disbursement Account and compiles that information into a report which Bank provides to you,

normally by 10:00 a.m. CT, 11:00 a.m. ET. Client may elect to receive the report via secured email which will show the amount of funds you need in the Controlled Disbursement Account to cover checks that will clear that Business Day.

Client understands and agrees that the information in the daily report Bank provides to Client with the Controlled Disbursement Service is dependent upon Bank's capture of information from Checks presented by the Federal Reserve, other financial institutions, and individuals over the Bank's teller counters. Accordingly, in some instances Bank may be able to provide an estimated figure only, and Client should treat each Business Day's total as such. Bank cannot guarantee any amount or the finality thereof, or the time by which the report will be available to Client on a given Day. Client agrees that Bank will have no responsibility or liability to Client or any other person for any inaccuracies or incompleteness in information reported caused by circumstances beyond Bank's control or other reason other than Bank's gross negligence, willful misconduct, or criminal conduct.

14.2 Controlled Disbursement Funding Obligations

Bank will provide Client with a unique bank routing/transit number for use on Checks drawn on the Controlled Disbursement Account. The Controlled Disbursement Service reports only checks which are being presented for payment against the Controlled Disbursement Account. Any non-check transactions (ACH debits, wire transfers, or returned deposited items) will not be reported. If Client elects to use the Controlled Disbursement Account for any types of debits other than Checks, or for making deposits other than intended to satisfy your daily funding activity, Client is solely responsible for maintaining sufficient available funds to cover all debits posting to the Controlled Disbursement Account each day, beyond the daily funding amount necessary to cover checks. If any Bank or other fees are assessed directly against the Client's Controlled Disbursement Account, Client will be advised of such fees and Client will be responsible for ensuring that sufficient funds are in the Controlled Disbursement Account to cover them the date they are assessed.

If Client has the Controlled Disbursement Service with intraday funding, then Client will have one or more Controlled Disbursement Accounts and a Master

Funding Account. Throughout the Business Day, debits and credits in the Controlled Disbursement Accounts build to either a net debit or net credit balance. After the final Controlled Disbursement Account presentment, each Controlled Disbursement Account balance is automatically reviewed and returned to a zero balance by any internal debit or credit funds transfer, with an offsetting entry to the Master Funding Account.

Client shall fund the Master Funding Account no later than end of the Day we notify you to do so and in the amount of the Checks to be paid. If Client fails to so fund the Master Funding Account, Bank will not be obligated to create an overdraft and may return Checks unpaid.

Client agrees not to use the Controlled Disbursement Account for any of the following purposes, unless such is prefunded: payroll disbursement, tax payments or loan payments.

Section 15 Integrated Receivables Service

This Section 15 sets forth the terms and conditions of Bank's Integrated Receivables Service ("Integrated Receivables"). Clients who wish to receive Integrated Receivables Service must have a deposit Account at Bank and execute an Enrollment Form for the Service.

15.1 Integrated Receivables Service Description

The Integrated Receivables Service consolidates and formats receivables information, facilitates the reconciliation of this receivables information with payments received from Client's payers that were credited to Client's deposit Account and provides outputs of electronic data reports regarding receivables and related payments. The term "receivables information" refers to information regarding Client's outstanding or paid receivables, invoices, remittance data, payment advices or other related data for which Client is to receive payment.

Bank shall deliver or provide access to Integrated Receivables for the ability to receive payments electronically that are initiated by Client or Client's customers through an online banking application or a bill payment service provider, according to the format, schedule and via the method of electronic transmission agreed upon by the parties. Any changes to the formats or methods shall only be made upon mutually acceptable terms and conditions and at Bank's then-current rates. Requests by Client for additional records and information

are subject to the mutual agreement of the parties and Client will be responsible for Bank's costs in creating and delivering such additional records. Bank's obligation to perform any Integrated Receivables Service is subject to Client's timely performance of all activities on which Bank's performance depends. Bank will credit the designated Account in an amount equal to the payment received and debit the Account in an amount equal to any returns or reversals.

Client acknowledges that Bank's ability to process payments via Integrated Receivables in a timely and accurate manner is dependent upon data being provided by Client, Client's third party provider, or Client's customers. Bank has no obligation (i) to confirm or verify the accuracy, completeness, authenticity, validity or timeliness of the receivables information received from Client or its payers, or (ii) to confirm or to verify the identity of the sender of receivables information or a related payment.

Client agrees that it will not include any Restricted Information with any receivables information submitted to Bank and that Client will instruct its payers that they must not include any Restricted Information with any receivables information that your payers submit to Bank. Client assumes all responsibility and liability for any Restricted Information which Client or its payers include in any submissions of receivables information. Client agrees to indemnify, hold harmless and defend Bank against any and all liabilities, claims, costs, expenses and damages of any nature (including legal expenses) arising out of or relating to the inclusion of any Restricted Information by Client or its payers in any submissions of Receivables Information.

We will have no responsibility or liability in connection with any damages as a result of any error made due to the actions taken by you through the use of Service or the website.

The reporting provided by this Service is not intended to be used as substitute for Client's review of its deposit Account bank statement, and Client's obligations under this Terms and Conditions and/or the Account agreements to alert Bank of any errors or discrepancies remain.

15.2 Service Instructions; Single Administrator Indemnification

Client authorizes Bank to act on any instruction regarding

the Service that is provided to Bank by one of Client's users or that is provided by any other person where the instruction is communicated in a session verified with a user name and password issued to a Client users. Client acknowledges and agrees that by using the Service a Client user may submit an instruction for the Service, and Bank will act on such instruction, without a review, confirmation or approval by a second (different) user. Client acknowledges that the Service does not offer Client an option of dual administration or dual user authorization with respect to all Service related instructions sent to Bank. Client is requesting access to and use of the Service despite the absence of dual administration and dual user requirements, and Bank agrees to permit such access and use of the Service in this manner in consideration of the following agreements:

Client agrees that Bank will have no responsibility or liability in connection with any use or misuse of the Service, or of services, accounts or information accessed via the Service, directly or indirectly, that would not have occurred had the Service offered dual administration and dual user requirements. For the avoidance of doubt, Client hereby waives any and all claims Client may have against Bank in connection with any loss, theft, misappropriation, cost, expense, damage or liability Client may suffer or incur as a result, directly or indirectly, of the absence of dual administration and dual user authorization for access to the Service.

Client agrees to indemnify Bank and hold Bank harmless from Bank any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) ("Damages") arising out of or relating to disputes or legal actions by parties other than Client and Bank, in connection with any use or misuse of the Service, or of services, accounts or information accessed via the Service, directly or indirectly, in the absence of dual administration and dual user authorization for access to the Service. This indemnity will survive any termination of the Service.

Bank will have no responsibility or liability in connection with the completeness, accuracy or timeliness of any receivables information provided to Bank or extracted by Bank from the submitted receivables. In the event that such receivables information is incomplete, unclear, incorrect, vague or ambiguous or provided in a form that is unacceptable to Bank, Bank is entitled to reject such information and/or not process it further within the Service.

Bank will have no responsibility or liability in connection with any damages arising from, or as a result of, any delay or failure on our part to provide the Service or any error, action, or omission on the part of Client in using the Service or Client payers in providing the receivables information.

Bank will have no responsibility or liability in connection with the accuracy, timeliness and reconciliation of the receivables information accessed in connection with the Service. Client expressly agrees that all features utilized, and all actions taken, by Client in connection with the Service are taken in Client's sole discretion and under Client's sole responsibility.

Client acknowledges and agrees that (i) Bank is making no representations or warranties of any kind regarding the content of any reports of receivables information provided through the Service, and (ii) Client and Client's payers are transmitting receivables information through the Service at Client's own risk. Bank disclaims any and all warranties of any kind (whether express or implied) including but not limited to any warranties of merchantability or fitness for a particular purpose in connection with the Service and the receivables information provided to Client through the Service.

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Primary CIF: _____

Resolution and Authorization for Treasury Management Services

I certify and declare that the Company has taken all action required by its organizational and constituent documents to authorize me to execute and deliver on behalf of the Company this Resolution and Authorization form and any other documents the Bank may require with respect to Bank services.

Resolved that the Company wishes to have services established with Pinnacle Bank ("Bank").

Further resolved, that the individuals listed below are hereby designated as "Authorized Treasury Management Representatives", and each are individually authorized to take the following actions for the Company: (i), execute the Bank's Treasury Management Services Master Agreement, online banking agreement, and any other agreements and documents executed in connection with a Bank account or a Bank service (including, without limitation, agreements for wire transfer services, ACH origination services, positive pay services, lockbox services, cash courier services and/or remote deposit capture services), (ii) provide Bank with instructions with regard to Bank services and designate employees or agents to act in the name and on behalf of Company with regard to Bank accounts and/or Bank services (including but not limited to designating one or more persons authorized to initiate, amend, cancel, confirm, or verify the authenticity of instructions to Bank regarding Bank services, and/or delegating such designation authority), and (iii) make amendments to the, Treasury Management Services Master Agreement, online banking agreement, and/or any other agreements or any exhibit thereto, associated with a Bank account and/or Bank services.

Authorized Treasury Management Representatives

Printed First & Last Name	Email Address	Phone Number

Further resolved, that the signature of an Authorized Representative on this resolution is conclusive evidence of their authority to act on behalf of the Company. Any Authorized Representative, so long as they act in a representative capacity as an Authorized Representative of the Company, is authorized to make any and all other contracts, agreements, stipulations, and orders which they may deem advisable for the effective exercise of the powers induced on this page, from time to time with Bank, subject to any restrictions on this resolution or otherwise agreed to in writing.

Further resolved, that all transactions, if any, with respect to any deposits or withdrawals by or on behalf of the Company with Bank prior to the execution of this resolution are hereby ratified, approved, and confirmed.

Further resolved, that this resolution shall remain in full force and effect, and Bank shall be entitled to rely conclusively, without any further investigation or inquiry, on this resolution until Bank actually receives written notice to the contrary from a duly authorized officer of Company and has reasonable time thereafter to act, and any such notice shall not affect any action or inaction taken or not taken by Bank prior thereto. Any and all prior resolutions adopted by the Board of

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Primary CIF: _____

Directors and certified to Bank as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification, or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to Bank, establishing the authority for the changes.

Effect on Previous Resolution. This Resolution and Authorization supersedes any prior Corporate Resolution and Certification for Treasury Management Services or Certification for Treasury Management Services by Sole Proprietor/General Proprietor/General Partnership/Limited Partnership/LLC/LLP between you and us with respect to Treasury Management Services.

Treasury Management Authorization Introduction. The terms “we”, “us” and “our” refer to Pinnacle Bank (the “Bank”), a Tennessee bank with its principal office at 150 Third Avenue South, Nashville, TN 37201. The terms “you” and “your” refer to Client, as identified below. Any undefined terms in this Treasury Management Authorization (“Authorization”) will have the meanings given to such terms in our Treasury Management General Terms and Conditions, if defined therein (“General Terms”).

Treasury Management Services. You have requested that we approve you using one or more of our Treasury Management Services. We will notify you which Treasury Management Services we approve you using. You will be notified by letter, email, or such other means as we deem appropriate. We may request that you sign a written confirmation identifying the Treasury Management Services we approve you using. We also may request that you deliver to us, appropriately completed and with all necessary signatures, any additional documents required by us and that you provide us with all additional requested information. Our approval of you using any Treasury Management Services will be conditioned on, among other requirements, our receipt of all Supplemental Documentation, including but not limited to your Depositor Agreement.

Master Agreement. Your use of any and all of our Treasury Management Services will be subject to the terms and conditions of the Treasury Management Master Agreement (“Master Agreement”) and all Supplemental Documentation. The Master Agreement consists of, among other documents, this Authorization, any applicable Treasury Management Enrollment Form, and the General Terms. All of the documents that make up the Master Agreement are incorporated into and are a part of each other. When you sign and return to us this Authorization, either in your capacity as an individual/sole proprietor or through one or more Authorized Representatives, (i) you will be acknowledging to us your receipt and review of the General Terms and your agreement to be bound by it, (ii) you will be agreeing with us that if we approve your use of any of our Treasury Management Services, the Master Agreement will be a legally binding agreement between you and us with respect to any and all Treasury Management Services we may furnish to you from time to time, and (iii) you will be agreeing to pay to us any reasonable fees and costs and expenses we incur, or others incur on our behalf, in connection with your request for any Treasury Management Services, if you withdraw this Authorization before we approve your use of any Treasury Management Services.

Client Information. When you sign and return to us this Resolution and Authorization, you will be certifying to us that the information below is complete and accurate. We may rely on this information until you notify us of any changes. Notices of any changes may only be given as provided in the General Terms, and any such notices will be effective as provided in the General Terms.

Counterparts and Facsimile Signatures. This Resolution and Authorization may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Resolution and Authorization may be executed via “wet” signature or electronic mark and may be delivered using .pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means (including, without limitation, use of an electronic signature service such as DocuSign).

Electronic Signatures. You agree that your electronic signature on this Resolution and Authorization is intended to authenticate this writing and to have the same force and effect as a manual signature. An “electronic signature” means

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Primary CIF: _____

any electronic sound, symbol (including selecting a radial button or checking a box), or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures, pursuant to the Tennessee Uniform Electronic Transactions Act (T.C.A. §§ 47-10-101 et seq.).

If selected, see EXHIBIT A for Authorization Form to Add Additional Companies

Signature Instructions:**Entity Type**

Corporation
 Limited Liability Company
 Partnership (general or limited)
 Limited Liability Partnership
 Sole Proprietorship
 Government entity

Who Signs

any authorized officer
 all members, or any authorized officer*
 any general partner
 the managing partner*
 the sole proprietor
 the Treasurer*

*Includes any individual under Client's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing must appear in the signature block.

[Signature of Authorized Representative]_____
[Signature of Authorized Representative]_____
[Print Name of Authorized Representative]_____
[Print Name of Authorized Representative]

Dated: _____

Date: _____

Business Name: _____ Tax ID: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Instructions: Please retain a signed copy of this Resolution and Authorization for Treasury Management Services for your records and return the signed original, or a facsimile, PDF, or other electronic version of the signed original, to your Treasury Management Advisor. If you have any questions regarding completion of this Treasury Management Resolution and Authorization or any questions regarding any of our Treasury Management Services, please contact your Treasury Management Advisor.

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Treasury Management Enrollment Certification & Agreement Form

Company Information

Business Name: _____

Tax ID: _____ Primary CIF: _____ Date: _____

FA: _____ TM Advisor: _____

Please indicate the services to which this Treasury Management Enrollment Certification & Agreement applies.

- | | |
|--|---|
| ☐ ACH Origination | ☐ Zero Balance Account |
| ☐ Wire Origination | ☐ Investment Sweep – Business Savings |
| ☐ Remote Deposit | ☐ Investment Sweep – REPO |
| ☐ Positive Pay | ☐ Investment Sweep |
| ☐ Check Block | ☐ Loan Sweep |
| ☐ ACH Block and Filter | ☐ Investment and Loan Sweep |
| ☐ ACH Block | ☐ Accounts Payable Automation |
| ☐ Lockbox | ☐ Integrated Receivables |
| ☐ Armored Courier | ☐ Payment Exchange (check print outsourcing) |
| ☐ Controlled Disbursement | |

Certification and Agreement

By signing below, Client (i) hereby requests Pinnacle Bank ("Bank") to provide to Client the products and services selected in this Treasury Management Enrollment Certification and Agreement Form (the "Services"), (ii) acknowledges receipt of, accepts and agrees to be bound by, the terms and provisions of Bank's Treasury Management Master Agreement, as amended from time to time by Bank (the "Master Agreement"), and any implementation documents, disclosures, welcome packages, user guides, processing guides, addenda, fee schedules and account agreements and enrollment forms applicable to each of the Services indicated above; (iii) acknowledges receipt of and agrees to Bank's fee schedule(s) for the Services, as may be amended from time to time (iv) agrees to timely notify Bank and to complete and execute a revised Treasury Management Enrollment Certification and Agreement Form, as applicable, in the event any information set forth therein shall become inaccurate, incomplete, or incorrect in any material respect, (vi) If Client is an individual or sole proprietor, Client represents and warrants that he/she is signing in his/her capacity as an individual and Client represents and warrants to us that you are legally competent to sign and deliver this Treasury Management Enrollment Certification and Agreement Form (the "Enrollment Form") and that no other signatories are required in order for this Enrollment Form to be legally binding and enforceable as to you, (vii) if Client is a corporation, partnership, limited liability company or other organization, then each person signing below represents and warrants to us that he/she is Client's Authorized Representative, that Client has taken all action required to authorize each such person to sign and deliver on Client's behalf this Enrollment Form and that no other signatories are required in order for this Enrollment Form to be legally binding and enforceable as to Client as well as the Master Agreement if we approve your use of any of our Treasury Management Services, and (viii) Client agrees to be fully and legally bound to the terms, conditions, and provisions of this Enrollment Form and the Master Agreement, and that its performance of the Master Agreement will not violate any provisions of Client's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with the Bank or otherwise. This authorization is in addition to any other authorizations in effect and will remain in force until the Bank receives written notice of its revocation at the address and in the manner designated by it.

Authorized Signature

Signature: _____

Printed Name: _____ Date: _____

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CITY OF **Belle Meade** TENNESSEE

T0: Belle Meade Commissioners

From: Leigh Mills

RE: Budget amendments 2024/2025

Date: February 26, 2025

The following is a summary of the proposed amendments to the current budget that are included in Ordinance 2025-1.

GENERAL FUND:

REVENUE – Net increase of \$167,702, including:

- **Road Maintenance MOU** – Increase of \$45,332 due to the annual calculation adjustment based on CPI-U. This is the payment from Metro Nashville.
- **Public Safety Off-Duty Service** – Increase of \$20,000 based on the actual revenue received to date.
- **Interest Revenue** - Increase of \$100,000 based on the actual revenue received to date. The amount is conservative due to the reduction in the interest earnings rate.
- **Miscellaneous** – Increase of \$2,370 due to additional contributions to the Employee Fund.

EXPENDITURES – Net decrease of \$178,412, includes:

- **Administration** – Increase of \$50,000, which includes:
 - **Publication of Legal Notices** – Increase of \$1,500 for ads in local newspaper for budget and bid notices.
 - **Education & Training** – Decrease of \$1,500 for transfer of funds to Publication of Legal Notices. The Education & Training account is expected to be lower this fiscal year since the City Manager did not attend the ICMA conference.
 - **Repairs & Maintenance – Building** – Increase of \$50,000 for City Hall roof replacement.
- **Public Safety** – Increase of \$5,000, which includes:

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CITY OF Belle Meade TENNESSEE

- **Secondary Employment Wages** - Increase of \$5,000 equal to the increased revenue for the Public Safety Off-duty Service account, the wage expense increases based on actual hours worked.
- **Building & Zoning – Public Safety** - Increase of \$0, which includes:
 - **Supplies** – Increase of \$1,900 due to purchase of signage this fiscal year.
 - **Education & Training** - Decrease of \$1,900 for transfer of funds to Supplies.
- **Public Works** – Increase of \$60,000, which includes:
 - **Repair & Maintenance – Other** - Increase of \$60,000 to cover the most recent snow removal event. The current amount (\$60,000) allocated for snow removal has already been depleted this fiscal year.
- **Waste Collection** – Increase of \$15,000, which includes:
 - **Brush/Chipper, Tree Work** – Increase of \$15,000 based on the emergency tree work and storm clean up that has already been done and the anticipated work for the remainder of this fiscal year.
- **Landscaping** – Net increase of \$31,500, which includes:
 - **Repair & Maintenance – Other** – Increase of \$7,500 based on the irrigation repairs and maintenance performed thus far this year and the anticipated work to be done this fiscal year.
 - **Horticultural Supplies & Services** – Increase of \$24,000 due to the expiration of the current landscaping contract and the expected price increase to be incurred. The contract had been in place for four years without price increases.
- **Capital Projects** – Decrease of \$339,912, which includes:
 - **Public Safety** – Net increase of \$202,088, which includes:
 - **Transportation Equipment** - Increase of \$202,088 for the purchase of 3 additional police vehicles in this fiscal year. The replacement of the 2017 Dodge Chargers for all full-time employees will be complete with this purchase. The replacement has been accelerated by one year due to the reported price increases expected in the 2025/2026 fiscal year.
 - **Building & Zoning** – Net decrease of \$42,000, which includes:
 - **Transportation Equipment** - Decrease of \$46,000 for truck that will not be replaced this fiscal year. The truck that is currently used in this department is not used very often and currently does not require any out-of-the-ordinary maintenance.

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CITY OF Belle Meade T E N N E S S E E

- **Machinery & Equipment** - Increase of \$4,000 for a smart board to allow the department to have a better visual of plats and plans.
- **Public Works** – Net decrease of \$500,000, which includes:
 - **Improvements Other Than Building** - Decrease of \$500,000 due to the Belle Meade Boulevard pedestrian safety project. This project is in the beginning phase and construction will not begin this fiscal year.

SEWER FUND:

EXPENDITURES – Net decrease of \$0, includes:

- **Professional Services** – Increase of \$7,500 for expense for consulting engineering fees for support of the sewer odor and erosion control program.
- **Repairs & Maintenance – Vehicles** – Increase of \$4,000 due to repairs to the department truck. This truck is eight years old and is beginning to require more repairs each year. It is scheduled to be replaced in the next budget year.
- **Chemicals** – Decrease of \$11,500 for transfer of funds to Professional Services and Repairs & Maintenance. We are currently evaluating the requirements for odor and erosion control chemicals necessary for maintenance of our collection system and have cost savings from using fewer chemicals this year.

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ORDINANCE 2025-1

AN ORDINANCE AMENDING ORDINANCE 2024-12 TO PROVIDE FOR THE INCREASE OR DECREASE IN THE VARIOUS EXPENDITURE AND REVENUE APPROPRIATIONS AS SHOWN BELOW:

NOW, THEREFORE, BE IT ORDAINED, by the City of Belle Meade as follows:

SECTION 1. There are hereby appropriated, by the City of Belle Meade, the following amounts of money, out of funds already in the Treasury of the City or reasonably anticipated to be on hand when payments therefrom shall be required:

<u>ORIGINAL APPROPRIATIONS:</u>								
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>STORM</u>	<u>WASTE</u>	
<u>EXPENDITURES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>WATER</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Administration	1,027,687	-	97,400	-	-	-	-	1,125,087
Police	2,469,229	-	300,726	-	-	-	-	2,769,955
Building Insp.	255,293	-	46,000	-	-	-	-	301,293
Public Works	279,859	-	2,537,930	-	81,890	-	-	2,899,679
Waste	-	-	-	-	-	-	635,300	635,300
Stormwater	-	-	500,000	-	-	251,200	-	751,200
Sewage	-	-	1,041,565	580,493	-	-	-	1,622,058
Landscape	167,000	80,500	185,000	-	-	-	-	432,500
Debt Service	-	-	-	-	-	-	-	-
Transfers	4,302,356 ¹	-	(4,708,621)	1,041,565	-	-	(635,300)	-
Totals:	8,501,423	80,500	-	1,622,058	81,890	251,200	-	10,537,071

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

<u>AMENDED APPROPRIATIONS:</u>								
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>STORM</u>	<u>WASTE</u>	
<u>EXPENDITURES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>WATER</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Administration	1,077,687	-	97,400	-	-	-	-	1,175,087
Police	2,474,229	-	502,814	-	-	-	-	2,977,043
Building Insp.	255,293	-	4,000	-	-	-	-	259,293
Public Works	339,859	-	2,037,930	-	81,890	-	-	2,459,679
Waste	-	-	-	-	-	-	650,300	650,300
Stormwater	-	-	500,000	-	-	251,200	-	751,200
Sewage	-	-	1,041,565	580,493	-	-	-	1,622,058
Landscape	198,500	80,500	185,000	-	-	-	-	464,000
Debt Service	-	-	-	-	-	-	-	-
Transfers	3,977,444 ¹	-	(4,368,709)	1,041,565	-	-	(650,300)	-
Totals:	8,323,012	80,500	-	1,622,058	81,890	251,200	-	10,358,660

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

SECTION 2. It is anticipated the following amounts of money will be received from the sources set out herein.

<u>ORIGINAL APPROPRIATIONS:</u>								
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>STORM</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>WATER</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,339,201	-	-	-	-	-	-	3,339,201
Permits	250,000	-	-	1,600	-	-	-	251,600
Intergovernmental	819,853	-	-	-	101,535	-	-	921,388
Fines	210,000	-	-	-	-	-	-	210,000
Charges for Svcs.	60,000	-	-	511,617	-	296,000	-	867,617
Miscellaneous	1,326,469	2,000	-	798,496	-	-	-	2,126,965
Contributions	15,000	75,500	-	-	-	-	-	90,500
Transfers	-	-	(4,708,621)	-	-	-	(635,300)	(5,343,921)
Subtotals	6,020,524	77,500	(4,708,621)	1,311,713	101,535	296,000	(635,300)	7,807,272
From Reserves	2,480,900	3,000	-	310,345	-	-	-	2,794,245
Totals:	8,501,424	80,500	(4,708,621)	1,622,058	101,535	296,000	(635,300)	10,601,517

<u>AMENDED APPROPRIATIONS:</u>								
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>STORM</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>WATER</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,339,201	-	-	-	-	-	-	3,339,201
Permits	250,000	-	-	1,600	-	-	-	251,600
Intergovernmental	865,186	-	-	-	101,535	-	-	966,721
Fines	210,000	-	-	-	-	-	-	210,000
Charges for Svcs.	80,000	-	-	511,617	-	296,000	-	887,617
Miscellaneous	1,426,469	2,000	-	798,496	-	-	-	2,226,965
Contributions	17,370	75,500	-	-	-	-	-	92,870
Transfers	-	-	(4,368,709)	-	-	-	(650,300)	(5,019,009)
Subtotals	6,188,226	77,500	(4,368,709)	1,311,713	101,535	296,000	(650,300)	7,974,974
From Reserves	2,134,785	3,000	-	310,345	-	-	-	2,448,130
Totals:	8,323,012	80,500	(4,368,709)	1,622,058	101,535	296,000	(650,300)	10,423,104

SECTION 3. This resolution shall become effective upon passage.

Passed on First Reading: _____

Passed on Second Reading: _____

Mayor Rusty Moore

City Recorder Rusty Terry