

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**February 26, 2024**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on February 26, 2024 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

**COUNTY COMMISSIONERS**

DAVID ANDERSON	BILL POWERS
CALTON BLACKER	WALTER WEAKLEY
ANN JARREAU	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	JAMES HEDGEPATH
B.J. HUDSPETH	MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:00 P.M.

Sierra Knauss asked the Commission to recognize the Youth Leadership students that attended the Commission meeting.

Troy Sandifer, 2<sup>nd</sup> District, spoke about the Opioid Abatement funds, and asked the Commission to allow a presentation for the March 11<sup>th</sup> meeting.

Margaret Brady, 1<sup>st</sup> District, gave an update on the Opioid Abatement funds. Margaret Brady stated that Drug Recovery Court needs funding for a full-time director.

Public Forum closed at 6:08 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:08 P.M

Invocation was offered by Mr. Ronnie Barron.

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

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

Motion was made by Mr. Bill Powers, seconded by Mr. David Anderson to approve the February 26, 2024 Legislative Body Meeting Agenda.

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

Motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to approve the Minutes from the January 22, 2024 Regular Session Legislative Body Meeting.

Motion approved by voice vote 2 Absent. See Resolution 3.

### COMMENTS FROM ELECTED OFFICIALS

Register of Deeds, Ms. Chrissy Henderson, thanked the Youth Leadership group for being so well mannered.

### NEW BUSINESS

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:10 P.M.

The following was advertised to be heard:

- 1.) *James Binkley requesting a zone change from Agriculture to R1 for Map 18, Parcel 35.05. Property is located on Charlie Reed Rd., in the 4<sup>th</sup> Voting District and is not in a Special Flood Hazard Area.*
- 2.) *Betsy White requesting a zone change from Agriculture to R1 for Map 38, Parcel 16.02. Property is located at 100 Vernon Dr., in the 2<sup>nd</sup> Voting District and is not in a Special Flood Hazard Area.*
- 3.) *Jimmy Ellis requesting a zone change from Agriculture to R1 for a 5.01-acre portion of Map 14, Parcel 28.01. Property is located at 625 Gossett Rd., in the 4<sup>th</sup> Voting District and is not in a Special Flood Hazard Area.*
- 4.) *Amend the Zoning Resolution of Cheatham County, by deleting Section 4.110 PORTABLE BUILDING REGULATIONS, subsection 1. In its entirety and replacing it with the new subsection 1:*
  1. *In any residential zone, a portable building shall be an accessory use and used only for storage of materials commonly incidental to the occupancy of the principal residential use. Such portable buildings shall meet all requirements for setbacks and building coverage. The use of a movable trailer shall not be allowed as an accessory portable building included in this section. Such movable trailers may be utilized for temporary storage during remodeling or for household moves but shall be located on the premises no longer than sixty (60) days. Notwithstanding the foregoing but subject to the requirements for other accessory structures, not more than one (1) metal intermodal or shipping container not exceeding forty (40) feet in length may be utilized as a portable building within the meaning of this section provided that such intermodal or shipping container is removed from the trailer used to transport it to the premises.*
- 5.) *Amend the Zoning Resolution of Cheatham County, Section 5.170 DEVELOPMENT STANDARDS FOR ANIMAL SHELTERS AND KENNELS for use category;*  
  
*Animal Shelter: by deleting subsection 3., in its entirety and replacing it with new subsection 3:*

3. *No part of any building or structure in which animals are housed shall be closer than two-hundred and fifty (250) feet from any property line adjacent to a residential zone district-or district permitting residential uses by right*

**Kennel, Boarding:** *by deleting subsection 2 and subsection 3 in its entirety and replacing it with new subsection 2 and subsection 3:*

2. *Outdoor kennels or runs are permitted and shall not be closer than two-hundred and fifty (250) feet from any property line adjacent to a residential zone district or district permitting residential uses by right.*

3. *No part of any building or structure in which animals are housed shall be closer than two-hundred and fifty (250) feet from any property line adjacent to a residential zone district or district permitting residential uses by right.*

**Kennel, Breeding:** *by deleting subsection 3 in its entirety and replacing it with new subsection 3:*

3. *No part of any building or structure in which animals are housed shall be closer than two-hundred and fifty (250) feet from any property line adjacent to a residential zone district-or district permitting residential uses by right.*

Alish Duncan spoke in favor of the zone change request on Charlie Reed Road.

Jennifer Binkley spoke in favor of the zone change request on Charlie Reed Road.

Tim Batts, 4<sup>th</sup> District, spoke in opposition of the zone change request on Charlie Reed Road.

Sandra Gregory, 4<sup>th</sup> District, spoke in opposition of the zone change request on Charlie Reed Road.

Diane Proffitt, 4<sup>th</sup> District, spoke in opposition of the zone change request on Charlie Reed Road.

Public Hearing closed at 6:24 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to deny the zone change request for James Binkley from Agriculture to R1 for Map 18, Parcel 35.05. Property is located on Charlie Reed Rd., in the 4<sup>th</sup> Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 9 Yes 1 No 2 Absent. See Resolution 4.

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

Motion was made by Mr. Tim Williamson, seconded by Mr. Walter Weakley to approve the zone change request for Betsy White from Agriculture to R1 for Map 38, Parcel 16.02. Property is located at 100 Vernon Dr., in the 2<sup>nd</sup> Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 5.

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

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to approve the zone change request for Jimmy Ellis from Agriculture to R1 for a 5.01-acre portion of Map 14, Parcel 28.01. Property is located at 625 Gossett Rd., in the 4<sup>th</sup> Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 6.

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

Motion was made by Mr. Bill Powers, seconded by Mr. David Anderson to amend the Zoning Resolution of Cheatham County, by deleting Section 4.110 PORTABLE BUILDING REGULATIONS, subsection 1. In its entirety and replacing it with the new subsection 1.

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 7.

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

Motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to amend the Zoning Resolution of Cheatham County, Section 5.170 DEVELOPMENT STANDARDS FOR ANIMAL SHELTERS AND KENNELS for use category;

**Animal Shelter:** by deleting subsection 3., in its entirety and replacing it with new subsection 3:

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 8.

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

After discussion, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to rescind Resolution 8.

Motion approved by voice vote 2 Absent. See Resolution 9.

Motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to amend the Zoning Resolution of Cheatham County, Section 5.170 DEVELOPMENT STANDARDS FOR ANIMAL SHELTERS AND KENNELS for use category;

**Animal Shelter:** by deleting subsection 3., in its entirety and replacing it with new subsection 3

**Kennel, Boarding:** by deleting subsection 2 and subsection 3 in its entirety and replacing it with new subsection 2 and subsection 3

**Kennel, Breeding:** by deleting subsection 3 in its entirety and replacing it with new subsection 3

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 10.

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

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

***Budget Amendments – County General***

<i>South Cheatham Library</i>	\$	43.50
<i>Ambulance/Emergency Medical Services</i>	\$	375.00
<i>Rabies and Animal Control</i>	\$	730.00
<i>South Cheatham Library</i>	\$	20.00
<i>Sheriff's Department</i>	\$	62,604.54

*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Various*



Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Mike Breedlove to approve the following Budget Amendments to the Central Cafeteria Fund:

***Budget Amendments – Central Cafeteria (Schools)***

<i>Food Service</i>	\$ 25,000.00
<i>Food Service</i>	\$ 137,640.15

*School Board Vote (2/01/2024): 6 Yes 0 No 0 Absent*

*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*

*Funding Source: Central Cafeteria Fund Balance and Grant Funds*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 14.

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

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Mike Breedlove to approve the following Budget Amendments to the Extended School Program Fund:

***Budget Amendments – Extended School Program (Daycare)***

<i>Community Service</i>	\$ 65,000.00
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*School Board Vote (2/01/2024): 6 Yes 0 No 0 Absent*

*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*

*Funding Source: Grant Funds*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 15.

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

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

***Budget Amendments – General Purpose School and Education Capital Projects***

<i>Transfers Out</i>	\$ 143,702.46
<i>Transfers Out</i>	\$ 213,009.00
<i>Education Capital Projects</i>	\$ 143,702.46
<i>Education Capital Projects</i>	\$ 213,009.00

*School Board Vote (2/01/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: General Purpose School Fund Balance*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 16.

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

Budget Committee recommended, motion was made by Mr. Mike Breedlove, seconded by Mr. Chris Gilmore to approve the following Budget Amendments to the General Purpose School and Education Capital Projects Fund:

***Budget Amendments – General Purpose School and Education Capital Projects***

<i>Transfers Out</i>	<i>\$ 155,428.70</i>
<i>Education Capital Projects</i>	<i>\$ 155,428.70</i>

*School Board Vote (2/01/2024): 5 Yes 1 No 0 Absent*  
*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: General Purpose School Fund Balance*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 17.

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

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Mike Breedlove to approve the following Budget Amendments to the General Purpose School Fund:

***Budget Amendments – General Purpose School***

<i>Regular Instruction Program</i>	<i>\$ 457,562.00</i>
<i>Special Education Program</i>	<i>\$ 29,948.01</i>

*School Board Vote (2/01/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: TISA Funding and Grant Funds*



Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 18.

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Mike Breedlove to approve the following:

***Capital Outlay Note – School Roofs – Cheatham Middle School not to exceed \$1,800,000.00***

*School Board Vote: 6 Yes 0 No 0 Absent*

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: Note Proceeds/Education Debt Service*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 19.

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

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Bill Powers, seconded by Mr. Calton Blacker to approve the following:

- A.) Mayor's signature on RJ Young contract with addendum for Register of Deeds*
- B.) Mayor's signature on BBE contract for Register of Deeds*
- C.) Mayor's signature on Dickson Electric System Agreement*
- D.) Mayor's signature on amended parking agreement with the Ashland City Methodist Church*
- E.) Mayor's signature on Opioid Abatement agreement*
- F.) Approval of the compensation for Delinquent Tax Attorney Martha Brooke Perry in the amount of 10% of the base amount of the delinquent taxes*
- G.) Vote for Mayor to issue RFP to conduct employee salary study with price not to exceed \$29,000*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 20.

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

County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. James Hedgepath, seconded by Mr. Bill Powers to defer voting on whether it is in the best interest of Cheatham County to not offer a tax sale bid on certain delinquent properties until workshop next month for the Attorney to draft a resolution.

Motion approved by voice vote 2 Absent. See Resolution 21.

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh presented, motion was made by Mr. Bill Powers, seconded by Mr. David Anderson to approve a resolution requesting that the National Guard Armory in Cheatham County be named in honor of First Sergeant Charles Douglas.

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 22.

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

#### OTHER COUNTY OFFICIALS

ASSESSOR OF PROPERTY – MS. CINDY BURNEY: 2029 Reappraisal Plan and 2029 Memorandum of Understanding were included in the packet.

COUNTY CLERK – MS. ABBY SHORT: Oath of Offices for Trustee’s Deputy Clerk, Deputy County Clerk, and General Sessions Deputy Clerk are on file in the County Clerk’s Office.

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee’s monthly reports were included in the packet.

SCHOOL BOARD – DR. CATHY BECK: Dr. Cathy Beck announced that Mr. Walter Weakley’s grandson was accepted to Vanderbilt University.

#### COUNTY SERVICES

UT EXTENSION – MR. RONNIE BARRON: Mr. Ronnie Barron gave an update on some projects and programs going on. Mr. Ronnie Barron spoke about the handout on agriculture land loss.

Ms. Sierra Knaus gave an update on camp season and scholarships for camp.

VETERANS SERVICE: VSO Reports were included in the packet.

CHAMBER OF COMMERCE – MS. KELLY ELLIS: Ms. Kelly Ellis stated that the Chamber has 4 new members since last week.

STANDING COMMITTEES

EMERGENCY SERVICES: Mr. B.J. Hudspeth stated that Emergency Services for Cheatham County received an award for being a top ambulance service in the state of Tennessee.

The new agriculture pavilion completion report was included in the packet.

ROAD AND BRIDGE: Mr. Walter Weakley stated they will meet March 7<sup>th</sup> at 4:30 at the County Highway Department.

CONSENT CALENDAR

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

Notaries

*Dawn Atkins  
Charlotte Dill  
Harold Scott Dulaney  
Misti Harlinger  
Brian J. Juracich  
Mary Jane Molepske  
Adienna L. Peabody  
Christy Ann Sullivan*

*Sarah E. Bidini  
Kristin DeMille  
Karla V. Estrada  
Hunter A. Hickler  
Melissa C. Langley-Eslick  
Lynn Newcomb  
Christy A. Perez  
Pamela C. Tinch*

*Rachel Marie Collins  
Latisha T. Drake  
Carla Gaster  
Valerie Hunter  
Tiffany Massey  
Emily Palk  
Tracy R. Potts*

Motion approved by voice vote 2 Absent. See Resolution 23.

ANNOUNCEMENTS AND STATEMENTS: Mr. Walter Weakley announced the Lady Cubs are at regionals as well as the Sycamore War Eagles.

Mr. Ronnie Barron stated the Cattleman’s Dinner will be April 27<sup>th</sup>.

Motion was made by Mr. Walter Weakley, seconded by Mr. James Hedgepath to adjourn at 7:12 P.M.

Motion approved by voice vote 2 Absent. See Resolution 24.

*[Signature]*  
\_\_\_\_\_  
County Clerk

*[Signature]*  
\_\_\_\_\_  
Legislative Body Chairman



RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: February 26, 2024

MOTION BY:

SECONDED BY:

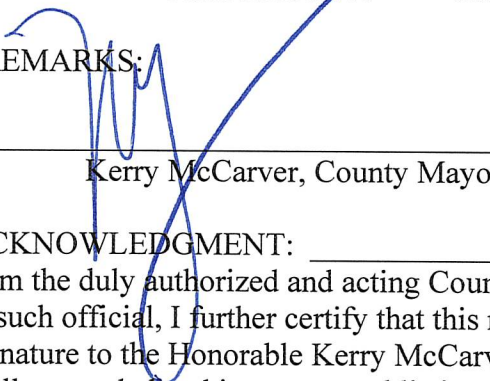
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Ten Commissioners present a quorum is declared.

RECORD: Approved by roll call vote 2 Absent

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

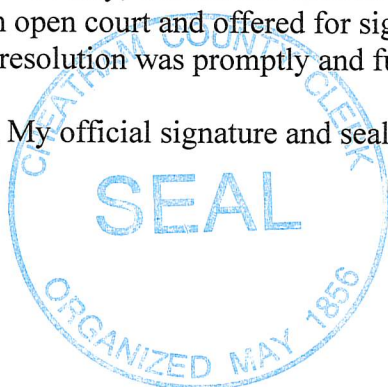
CHEATHAM COUNTY MAYOR'S REMARKS:


  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



  
Abby Short, County Clerk

RESOLUTION: 2  
RESOLUTION TITLE: To Approve Agenda  
DATE: February 26, 2024  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the February 26, 2024 Legislative Body meeting is approved.

RECORD: Approved by voice vote 2 Absent

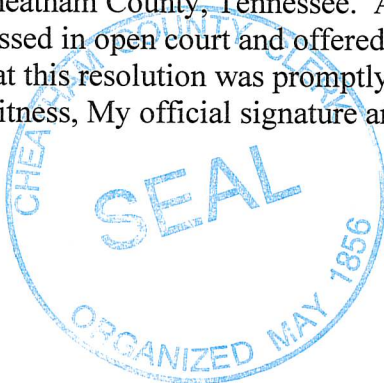
David Anderson		Bill Powers
Calton Blacker		Walter Weakley
Ann Jarreau	Absent	Diana Pike Lovell
Tim Williamson		Eugene O. Evans, Sr. Absent
Chris Gilmore		James Hedgepath
B.J. Hudspeth		Mike Breedlove


CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection. Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 3  
RESOLUTION TITLE: To Approve Minutes  
DATE: February 26, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the January 22, 2024 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 2 Absent

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

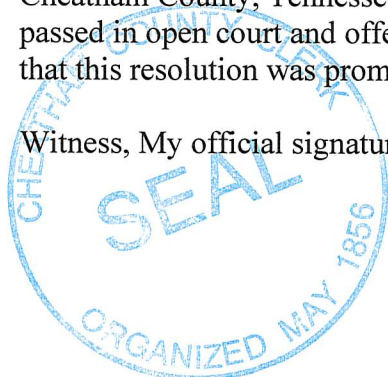
CHEATHAM COUNTY MAYOR'S REMARKS:

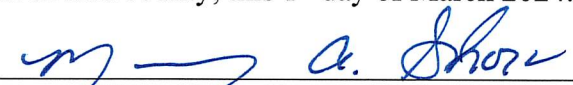
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 4  
RESOLUTION TITLE: To Deny The Zone Change Request For James Binkley From Agriculture To R1 For Map 18, Parcel 35.05  
DATE: February 26, 2024  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Bill Powers

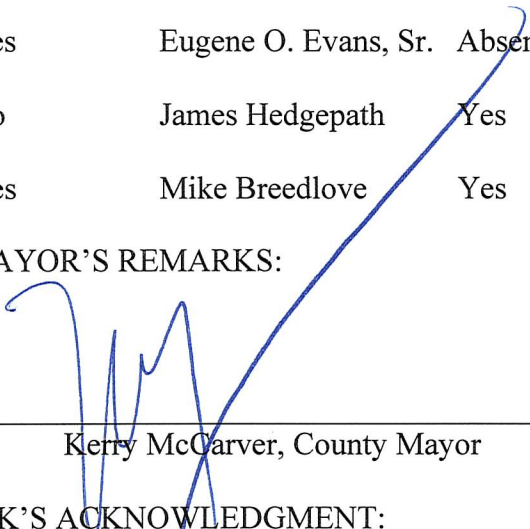
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to deny the zone change request for James Binkley from Agriculture to R1 for Map 18, Parcel 35.05. Property is located on Charlie Reed Rd., in the 4<sup>th</sup> Voting District and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 9 Yes 1 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
Abby Short, County Clerk





RESOLUTION: 5  
RESOLUTION TITLE: To Approve The Zone Change Request For Betsy White From Agriculture To R1 For Map 38, Parcel 16.02  
DATE: February 26, 2024  
MOTION BY: Mr. Tim Williamson  
SECONDED BY: Mr. Walter Weakley

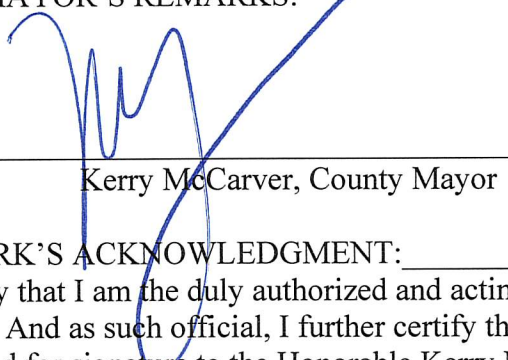
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Betsy White from Agriculture to R1 for Map 38, Parcel 16.02. Property is located at 100 Vernon Dr., in the 2<sup>nd</sup> Voting District and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 6

RESOLUTION TITLE: To Approve The Zone Change Request For Jimmy Ellis From Agriculture To R1 For A 5.01-Acre Portion Of Map 14, Parcel 28.01

DATE: February 26, 2024

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Bill Powers

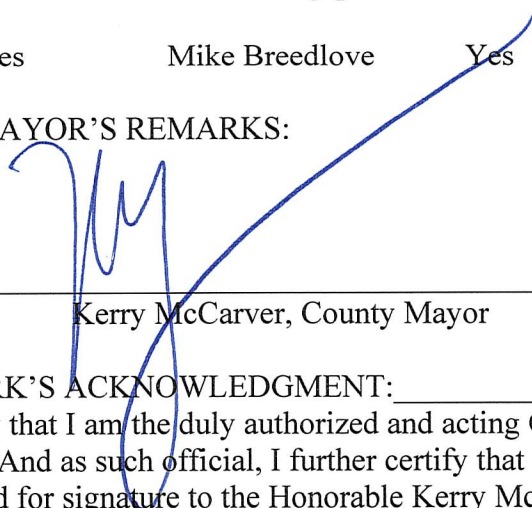
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Jimmy Ellis from Agriculture to R1 for a 5.01-acre portion of Map 14, Parcel 28.01. Property is located at 625 Gossett Rd., in the 4<sup>th</sup> Voting District and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



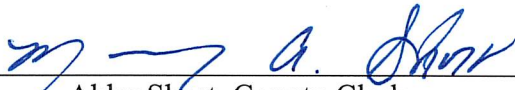

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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 7

RESOLUTION TITLE: To Amend The Zoning Resolution Of Cheatham County, By Deleting Section 4.110 PORTABLE BUILDING REGULATIONS, Subsection 1 And Replacing It With The New Subsection 1

DATE: February 26, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to amend the Zoning Resolution of Cheatham County, by deleting Section 4.110 PORTABLE BUILDING REGULATIONS, subsection 1. In its entirety and replacing it with the new subsection 1:

1. In any residential zone, a portable building shall be an accessory use and used only for storage of materials commonly incidental to the occupancy of the principal residential use. Such portable buildings shall meet all requirements for setbacks and building coverage. The use of a movable trailer shall not be allowed as an accessory portable building included in this section. Such movable trailers may be utilized for temporary storage during remodeling or for household moves but shall be located on the premises no longer than sixty (60) days. Notwithstanding the foregoing but subject to the requirements for other accessory structures, not more than one (1) metal intermodal or shipping container not exceeding forty (40) feet in length may be utilized as a portable building within the meaning of this section provided that such intermodal or shipping container is removed from the trailer used to transport it to the premises.

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

*[Handwritten signature of Kerry McCarver]*

\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

*[Handwritten signature of Abby Short]*

\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 8

RESOLUTION TITLE: To Amend The Zoning Resolution Of Cheatham County, Section 5.170 DEVELOPMENT STANDARDS FOR ANIMAL SHELTERS AND KENNELS For Use Category

DATE: February 26, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to Amend the Zoning Resolution of Cheatham County, Section 5.170 DEVELOPMENT STANDARDS FOR ANIMAL SHELTERS AND KENNELS for use category;

**Animal Shelter:** by deleting subsection 3., in its entirety and replacing it with new subsection 3:

- 3. No part of any building or structure in which animals are housed shall be closer than two-hundred and fifty (250) feet from any property line adjacent to a residential zone district- or district permitting residential uses by right

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk





RESOLUTION: 9  
RESOLUTION TITLE: To Rescind Resolution 8  
DATE: February 26, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. B.J. Hudspeth

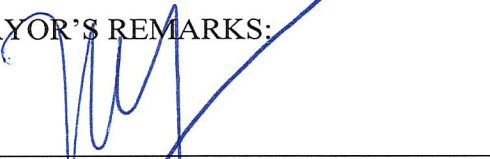
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to rescind resolution 8 to amend the Zoning Resolution of Cheatham County, Section 5.170 DEVELOPMENT STANDARDS FOR ANIMAL SHELTERS AND KENNELS for use category.

RECORD: Approved by voice vote 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:


  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 10

RESOLUTION TITLE: To Amend The Zoning Resolution Of Cheatham County, Section 5.170 DEVELOPMENT STANDARDS FOR ANIMAL SHELTERS AND KENNELS For Use Category

DATE: February 26, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Amend the Zoning Resolution of Cheatham County, Section 5.170 DEVELOPMENT STANDARDS FOR ANIMAL SHELTERS AND KENNELS for use category;

**Animal Shelter:** by deleting subsection 3., in its entirety and replacing it with new subsection 3:

3. No part of any building or structure in which animals are housed shall be closer than two-hundred and fifty (250) feet from any property line adjacent to a residential zone district-or district permitting residential uses by right

**Kennel, Boarding:** by deleting subsection 2 and subsection 3 in its entirety and replacing it with new subsection 2 and subsection 3:

2. Outdoor kennels or runs are permitted and shall not be closer than two-hundred and fifty (250) feet from any property line adjacent to a residential zone district or district permitting residential uses by right.
3. No part of any building or structure in which animals are housed shall be closer than two-hundred and fifty (250) feet from any property line adjacent to a residential zone district or district permitting residential uses by right.

**Kennel, Breeding:** by deleting subsection 3 in its entirety and replacing it with new subsection 3:

3. No part of any building or structure in which animals are housed shall be closer than two-hundred and fifty (250) feet from any property line adjacent to a residential zone district-or district permitting residential uses by right.

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 11

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

DATE: February 26, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

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

-----  
**South Cheatham Library**

101 – 34735 – 01	Assigned for Social, Cultural, and Recreational Services	\$43.50
101 – 56500 – 432 – 002	Library Books/Media	\$43.50

*Transfer reserved prior year donations made to the South Cheatham Library to their Library Book expenditure line*

-----  
**NOTE: Other amendments**

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**Ambulance/Emergency Medical Services**

101 – 43190 – EMS	Other General Service Charges	\$375.00
101 – 55130 – 164	Attendants	\$375.00

*Transfer revenue collected for EMS service at Nashville Track Club to reimburse payroll expenses*

-----  
**Rabies and Animal Control**

101 – 44990	Other Local Revenues	\$730.00
101 – 55120 – 401	Animal Food and Supplies	\$730.00

*Transfer Bissell Pet Foundation Empty the Shelters Grant funds to the expenditure line to purchase animal supplies needed*

-----  
**South Cheatham Library**

101 – 44570	Contributions and Gifts	\$20.00
101 – 56500 – 432 – 002	Library Books/Media	\$20.00

*Transfer donations made to the South Cheatham Library to their Library Book expenditure line*

-----

**Sheriff's Department**

101 – 46990

Other State Revenues

\$62,604.54

101 – 54110 – 790

Other Equipment

\$62,604.54

*Transfer funds received from the Violent Crime Intervention Funding (VCIF) Grant to reimburse for the purchase of law enforcement equipment*

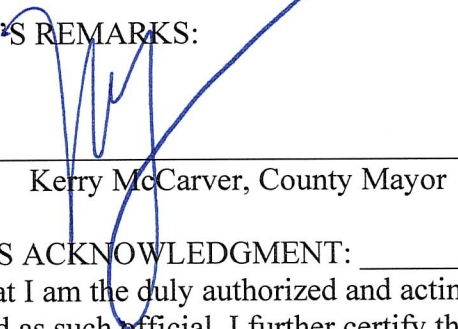
*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*

*Funding Source: Various*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



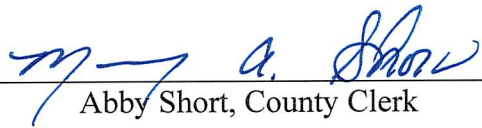

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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.


---

Abby Short, County Clerk

RESOLUTION: 12

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

DATE: February 26, 2024

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

**Transfer Stations**

116 – 34530	Restricted for Public Health and Welfare	\$5,000.00
116 – 55733 – 336	Maintenance and Repair Services - Equipment	\$5,000.00

*Transfer funds from fund balance to replace the radiator on the #3 roll-off truck at the Solid Waste Transfer Station*

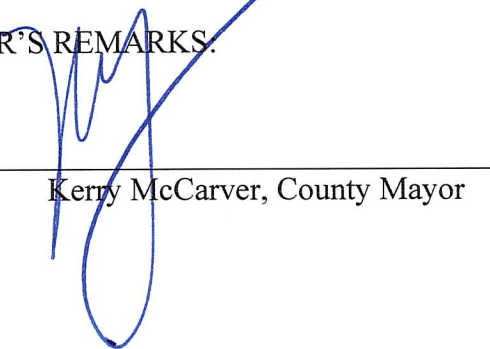
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*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Solid Waste/Sanitation Fund Balance*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS.




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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

*Abby Short*  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 13  
RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Highway/Public Works Fund  
DATE: February 26, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Bill Powers  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

**Administration**

131 – 63100 – 417	Equipment Parts – Light	\$554.00
131 – 61000 – 719	Office Equipment	\$554.00

*Transfer unused budgeted funds needed to purchase office equipment*

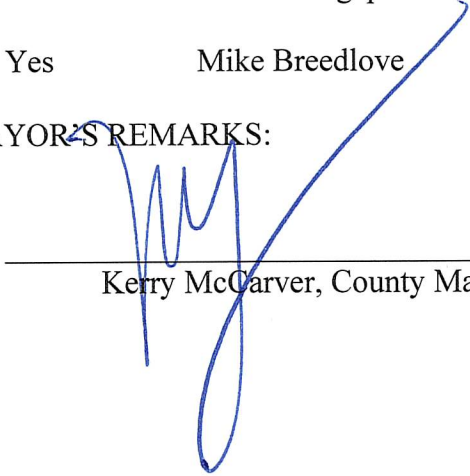
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*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent  
Funding Source: Unused Budgeted Funds*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor



CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 14

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Central Cafeteria Fund

DATE: February 26, 2024

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Central Cafeteria Fund:

**Food Service**

143 – 34570	Restricted for Operation of Non-instructional Services	\$25,000.00
143 – 73100 – 710	Food Service Equipment	\$25,000.00

*Transfer funds from Central Cafeteria fund balance for the cost of cafeteria furniture. Bids came in higher than expected.*

**Food Service**

143 – 47114	USDA – Other	\$137,640.15
143 – 73100 – 422	Food Supplies	\$137,640.15

*Transfer funds received from Supply Chain Assistance Grant to purchase food*

*School Board Vote (2/01/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Central Cafeteria Fund Balance and Grant Funds*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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


CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 15

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Extended School Program Fund

DATE: February 26, 2024

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Extended School Program Fund:

**Community Services**

146 – 73300 – 790	Other Equipment	\$65,000.00
146 – 73300 – 509	Refunds	\$65,000.00

*Transfer to return funds from the Stabilization Grant*

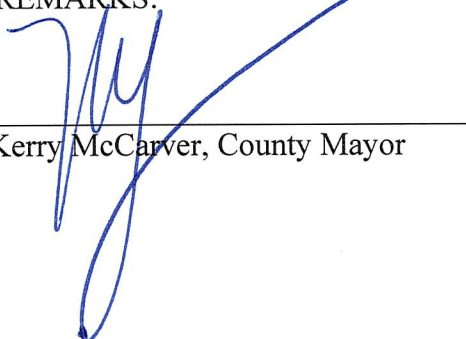
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*School Board Vote (2/01/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Grant Funds*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:




---

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 16

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

DATE: February 26, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School and Education Capital Projects Fund:

**Transfers Out of General Purpose School:**

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**Transfers Out**

141 – 39000	Unassigned	\$143,702.46
141 – 99100 – 590	Transfers to Other Funds	\$143,702.46

*Transfer funds from General Purpose School fund balance to purchase cafeteria tables for WCES and HMS*

---

**Transfers Out**

141 – 39000	Unassigned	\$213,009.00
141 – 99100 – 590	Transfers to Other Funds	\$213,009.00

*Transfer E-Rate funding from General Purpose School fund balance to purchase E-Rate items including switches and 10G upgrade*

**Transfers In to Education Capital Projects:**

---

**Education Capital Projects**

177 – 49800	Transfers In	\$143,702.46
177 – 91300 – 799	Other Capital Outlay	\$143,702.46

*Transfer funds from General Purpose School fund balance to purchase cafeteria tables for WCES and HMS*

---

**Education Capital Projects**

177 – 49800	Transfers In	\$213,009.00
177 – 91300 – 799	Other Capital Outlay	\$213,009.00

*Transfer E-Rate funding from General Purpose School fund balance to purchase E-Rate items including switches and 10G upgrade*

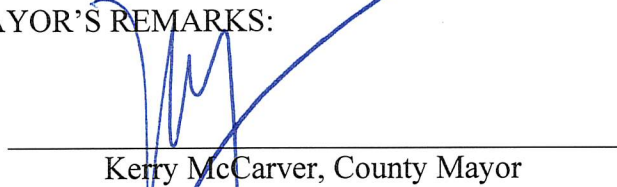
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School Board Vote (2/01/2024): 6 Yes 0 No 0 Absent  
 Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent  
 Funding Source: General Purpose School Fund Balance

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.





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Abby Short, County Clerk

RESOLUTION: 17

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

DATE: February 26, 2024

MOTION BY: Mr. Mike Breedlove

SECONDED BY: Mr. Chris Gilmore

**COMPLETED RESOLUTION:**

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School and Education Capital Projects Fund:

**Transfers Out of General Purpose School:**

**Transfers Out**

141 – 39000	Unassigned	\$155,428.70
141 – 99100 – 590	Transfers to Other Funds	\$155,428.70

*Transfer funds from General Purpose School fund balance to purchase high school marquees*

**Transfers In to Education Capital Projects:**

**Education Capital Projects**

177 – 49800	Transfers In	\$155,428.70
177 – 91300 – 799	Other Capital Outlay	\$155,428.70

*Transfer funds from General Purpose School fund balance to purchase high school marquees*

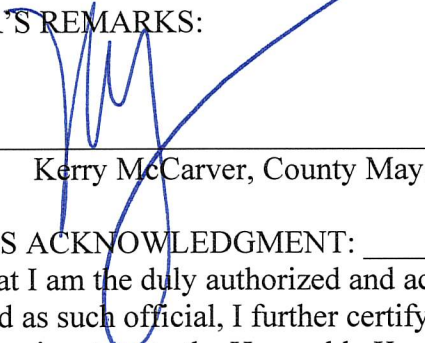
*School Board Vote (2/01/2024): 5 Yes 1 No 0 Absent*  
*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: General Purpose School Fund Balance*



RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

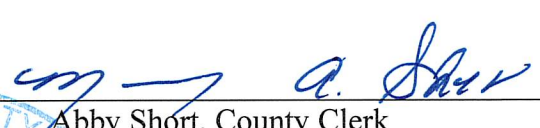
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 18

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

DATE: February 26, 2024

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund:

**Regular Instruction Program**

141 – 46510	Tennessee Investment in Student Achievement	\$457,562.00
141 – 71100 – 116	Teachers	\$457,562.00

*Transfer Tennessee Investment in Student Achievement (TISA) funding to pay teachers*

**Special Education Program**

141 – 46515	Early Childhood Education	\$29,948.01
141 – 71200 – 116	Teachers	\$26,872.05
141 – 71200 – 201	Social Security	\$1,556.00
141 – 71200 – 204	Pensions	\$500.00
141 – 71200 – 212	Employer Medicare	\$1,019.96

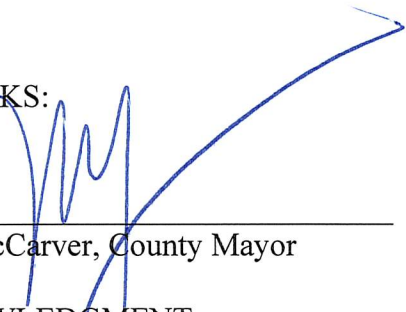
*Transfer state Special Education (SPED) Preschool Grant funding to pay teachers*

*School Board Vote (2/01/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: TISA Funding and Grant Funds*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



---

Abby Short, County Clerk



RESOLUTION: 19

RESOLUTION TITLE: To Authorize An Interfund Capital Outlay Note For School Roofs – Cheatham Middle School Not To Exceed \$1,800,000.00

DATE: February 26, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of the Cheatham County Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue interfund capital outlay notes in order to provide funds for the following public works project: School Roofs – Cheatham Middle School (the "Project"); and

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

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

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

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

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000.00) (the "Notes"). The Notes shall be designated "School Roofs – Cheatham Middle School Interfund Capital Outlay Notes, Series 2024"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed zero per cent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.

**Section 2.** The Notes shall mature not later than three (3) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 25 years.

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

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

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

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

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

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

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

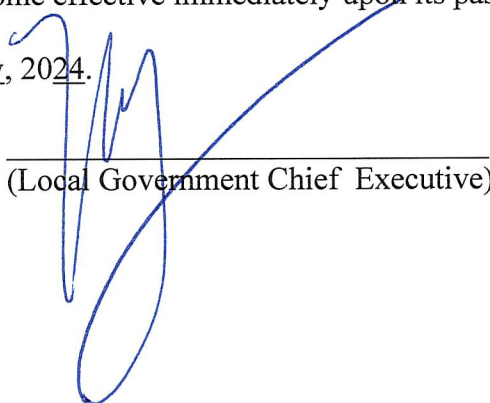
**Section 9.** The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

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

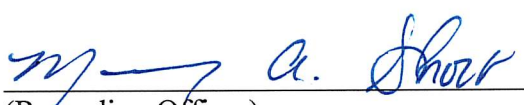
**Section 11.** After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's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

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

Duly passed and approved this 26th day of February, 2024.

  
\_\_\_\_\_  
(Local Government Chief Executive)

ATTESTED:

  
\_\_\_\_\_  
(Recording Officer)

Attachment 1  
CAPITAL OUTLAY NOTE FORM

Registered Note No. \_\_\_\_\_

Registered \$ \_\_\_\_\_

\_\_\_\_\_  
(Name of Local Government)

of the State of Tennessee

Capital Outlay Notes, Series 20\_\_

DATED: \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_

MATURITY DATE: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Sum: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, Tennessee (the Local Government) hereby

Principal Sum:

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

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

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

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

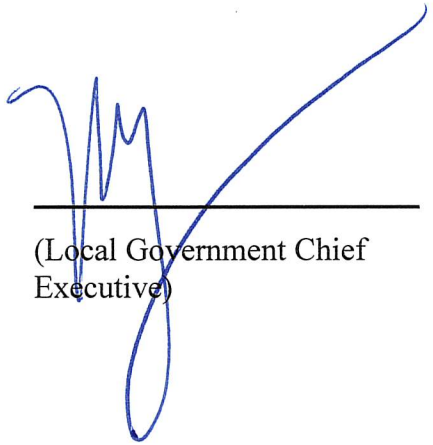
This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation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

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

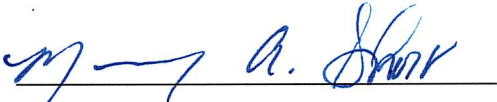
IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of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

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



  
\_\_\_\_\_  
(Local Government Chief Executive)

ATTESTED:

  
\_\_\_\_\_  
(Recording Officer)



ASSIGNMENT

Note No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

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

\_\_\_\_\_  
(Name and Address of assignee)

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

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

Date: \_\_\_\_\_

Assignor: \_\_\_\_\_

Address: \_\_\_\_\_

School Board Vote (12/07/2023): 6 Yes 0 No 0 Absent  
Budget Vote (2/20/2024): 5 Yes 0 No 0 Absent  
Funding Source: Note Proceeds / Education Debt Service

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

**Education Debt Service**

156 – 34580	Restricted for Education Debt Service	\$1,800,000.00
156 – 99100 – 590	Transfers to Other Funds	\$1,800,000.00

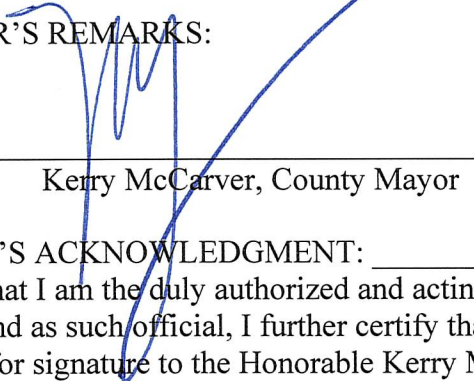
**Education Capital Projects**

177 – 49800	Transfers In	\$1,800,000.00
177 – 91300 – 799	Other Capital Outlay	\$1,800,000.00

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

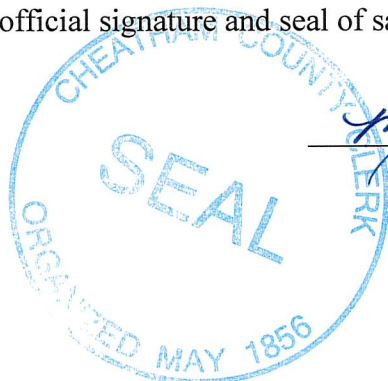
CHEATHAM COUNTY MAYOR'S REMARKS:

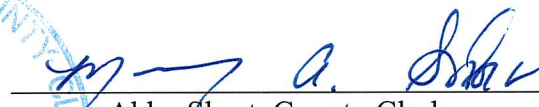
  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



  
Abby Short, County Clerk

RESOLUTION: 20(A)  
RESOLUTION TITLE: To Approve Mayor's Signature On RJ Young Contract With Addendum For Register Of Deeds  
DATE: February 26, 2024  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

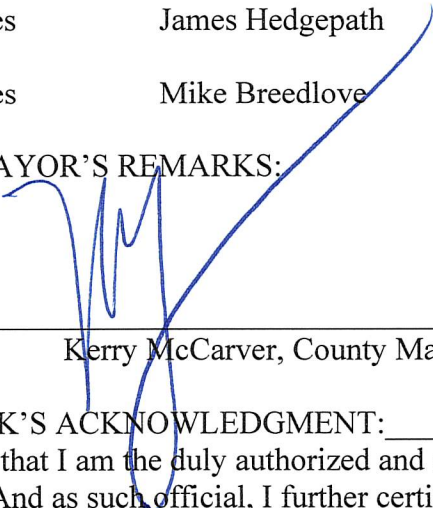
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on RJ Young contract with addendum for Register of Deeds is approved.

*A copy of the contract is attached.*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

*Abby Short*  
\_\_\_\_\_  
Abby Short, County Clerk



**Young Company - Nashville**

(615)255-8551

P.O. Box 280358 Nashville, TN 37228

(800)347-1955

Order # J1F200

**Purchase Agreement**

Customer Purchase Order PO CG35919

Sales Rep # 10SA36

*Billing Location*

*Install Location*

Full Customer Name - Include Inc., Corp., LLC etc  
Cheatham County Register of Deeds

Customer Name  
Cheatham County Register of Deeds

Department County

Street Address  
354 Frey Street Suite C

Street Address  
354 Frey Street Suite C

City Ashland City State TN Zip+4 37015

City Ashland City State TN Zip+4 37015

Contact Name Phone #  
Chrissy Henderson 615-792-4317

Meter Contact Phone #  
Chrissy Henderson 615-792-4317

Fax #

Email  
chrissy.henderson@cheathamcountyttn.gov

Email  
chrissy.henderson@cheathamcountyttn.gov

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	HP		DesignJet T2600		9355.00	9355.00

Trade-In/Buyout (Items to be picked up)					Total This Page	9355.00
					Total From Add'l Equipment List	0.00
1	Ricoh	KE606	W2400	M3280700215	Sales Tax	
					Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No Attach Exemption Certificate	Total
						9355.00

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance SMP	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
		\$50.00	Monthly	Monthly
Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	Agreement Includes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other 20# bond WF <input type="checkbox"/> New Account <input checked="" type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Used <input type="checkbox"/> MAM <input type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MCR Toner
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	
0	0.170000			
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	
0	0.250000	0	0.420000	

Remarks:  
Supply & Maintenance Plan (SMP) covers all service calls, parts, labor, ink, print head, waste cartridge and standard bond paper. Monthly base rate of \$50 plus a charge per square foot (SF) printed based on three ink coverage categories: Line Drawings (\$0.17/SF); Low Density (\$0.25/SF); High Density (\$0.42/SF). Rates are fixed for 60-months and will not increase.

*Additional terms and conditions on page 2.*

Signature: Chrissy Henderson Sales Rep: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Sales Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

### SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify RJY of any change in the Meter Contact assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.



Customer: Cheatham County Register of Deeds

Address: 354 Frey Street, Suite C

City: Ashland City, TN 37015

Date: February 5, 2024

TO: RJ Young Company  
P.O. Box 280358  
Nashville, TN 37228

**We certify that the equipment requested to be removed is owned by the company listed above.**

I, being duly authorized, do hereby give permission to RJ Young Company to remove the below listed equipment from our company property. RJ Young Company may dispose of the listed equipment in any fashion deemed appropriate under existing law governing such disposal. RJ Young, when using due diligence, will be held harmless for any damage to our company property while removing listed equipment.

Equipment to be removed: \_\_\_\_\_

Make: Ricoh

Model: W2400

Serial Number: M3280700215 / RJY ID: KE606

**(Please include manufacture, model, ID number if any & serial number)**

\_\_\_\_\_  
Signature of Authorized Company Official

Chrissy Henderson  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



### ADDENDUM

This Addendum is executed this the \_\_\_ day of \_\_\_\_\_ 2024 by and between **Cheatham County, Tennessee** ("County") and **RJ Young Company** ("Vendor")

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

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

VENDOR

CHEATHAM COUNTY

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RESOLUTION: 20(B)

RESOLUTION TITLE: To Approve Mayor's Signature On BBE Contract For Register Of Deeds

DATE: February 26, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

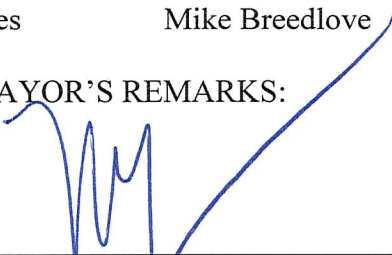
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on BBE contract for Register of Deeds is approved.

*A copy of the contract is attached.*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk





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

## Sales Order Form

Order #: 458	Order Date: 02/20/2024	Sales Representative: Scott Willett
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DELIVERY ADDRESS	
Customer #:	
Cheatham County Register of Deeds	
354 Frey St. Suite C	
Ashland City, TN 37015	
Contact:	Chrissy Henderson
Phone:	(615) 792-4317
Fax:	
Email:	chrissy.henderson@cheathamcountyttn.gov

CUSTOMER - BILL TO	
Customer #:	
Cheatham County Register of Deeds	
354 Frey St. Suite C	
Ashland City, TN 37015	
Contact:	Chrissy Henderson
Phone:	(615) 792-2037
Fax:	
Email:	chrissy.henderson@cheathamcountyttn.gov

QTY	PRODUCT #	EQUIPMENT DESCRIPTION	UNIT PRICE	AMOUNT
1	BP-70C31	Sharp BP-70C31-31 PPM BW / 31 PPM Full-Color Workgroup Document System	\$5,350.00	\$5,350.00
1	BP-DE14	Sharp BP-DE14-Stand/3 x 550-sheet Paper Drawers		
1	BP-TU10	Sharp BP-TU10-Center Exit Tray (required if no finisher installed)		

<b>Special Instructions:</b> P.O.# CG-35965	Delivery/Install	
	Sale Total	\$5,350.00
	Total Due Now (50%)	
	Total due upon delivery (+applicable taxes)	

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

Better Business Equipment Co. Inc., d/b/a bbolutions		Customer: Cheatham County Register of Deeds	
Authorized Signature	Date	Authorized Signature	Date
Printed Name / Title		Printed Name / Title	

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

#### TERMS AND CONDITIONS OF SALE

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



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

## Maintenance Agreement

Order #:	458	Order Date:	02/20/2024	Sales Representative:	Scott Willett
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### DELIVERY ADDRESS

**Customer #:**  
**Cheatham County Register of Deeds**  
 354 Frey St. Suite C  
 Ashland City, TN 37015  
**Contact:** Chrissy Henderson  
**Phone:** (615) 792-4317  
**Fax:**  
**Email:** chrissy.henderson@cheathamcountyttn.gov

### CUSTOMER - BILL TO

**Customer #:**  
**Cheatham County Register of Deeds**  
 354 Frey St. Suite C  
 Ashland City, TN 37015  
**Contact:** Chrissy Henderson  
**Phone:** (615) 792-2037  
**Fax:**  
**Email:** chrissy.henderson@cheathamcountyttn.gov

<b>Meter Contact:</b> Chrissy Henderson	<b>Meter Email:</b> chrissy.henderson@cheathamcountyttn.gov
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*This Agreement consists of this Document and the attached Sales Order (the) and is made and entered into between Better Business Equipment Co., Inc. ("BBE") d/b/a bbesolutions and Cheatham County Register of Deeds ("Customer"). Pursuant to this Agreement, BBE shall provide maintenance and replacement parts for the copier/printer equipment described in the attached Sales Order (the "Copier") on the terms and conditions contained herein.*

Term	Service Payment	Start Date	End Date	Billing Cycle	Overage Billing Cycle
12 months	\$57.96			Quarterly	Quarterly

Make, Model	Serial #	EQID #	Base Payment	Beginning Meter Reading		Image Allowance		Overages Billed	
				B & W	Color	B & W	Color	B & W	Color
Sharp BP-70C31			\$57.96			4,500	600	0.00720	0.04260

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

**Additional Comments**

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Agreement includes all service calls, parts and labor, except consumable supply items. For the purposes of this Agreement, consumables are paper and staples.

**NETWORK SUPPORT SERVICES : ACCEPTED YES: \_\_\_\_\_ NO: \_\_\_\_\_**

\$10.00 per month for the 1st machine and \$2.00 per month for every other machine. This monthly fee includes loading print drivers, training, configuring IP addresses, and phone support as needed. Without this coverage, you may be billed \$188.00 per hour for on-site digital support.

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

#### I. Term of Agreement

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

#### II. Services To Be Provided By Company

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

#### III. Charges

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

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

#### IV. Limitations on Company's Obligations

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

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

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

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

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

#### V. Limited Warranty

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

#### VI. Disclaimer of Warranties

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

#### VII. Hazardous Products

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



#### VIII. Limitation of Liability

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

#### IX. Indemnification

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

#### X. General

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

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

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

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

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

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**Customer Accepts Plan:      Cheatham County Register of Deeds**

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



Company Name:

**Cheatham County Register of Deeds**

**CONTROLLER Installation Process**

**Support:**

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

**Payment:**

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

<b>Brand / Model</b>	<b>ID Number</b>	<b>SERIAL Number</b>
Sharp BP-70C31		

**Overview:**

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

**Customer Responsibilities include:**

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

**BBE Initial Installation includes:**

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

**BBE Additional Services & Upgrades:**

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

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

Customer's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Please Print Name \_\_\_\_\_

Phone #: \_\_\_\_\_

**Limitation of Liability**

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

**Indemnification**

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

**Miscellaneous**

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

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

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

**Sales Person:**

Scott Willett

**Delivery Date:** \_\_\_\_\_

RESOLUTION: 20(C)  
RESOLUTION TITLE: To Approve Mayor's Signature On Dickson Electric System Agreement  
DATE: February 26, 2024  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

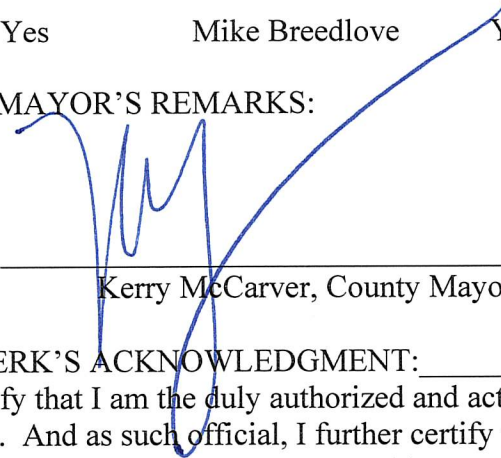
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Dickson Electric System Agreement is approved.

*A copy of the agreement is attached.*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



**Dickson Electric System  
Interconnection and Parallel Operation Agreement  
for Customer Generation**

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Dickson Electric System, ("Distributor"), a public utility, and DES Customer \_\_\_\_\_ hereinafter referred to as Participant, and

**WHEREAS**, the Participant has requested interconnection services to self-generate or sell the output of generation that is owned by the Participant or a third party (see attached Application For Interconnection) at the Participant's presently metered location, which is (street address):

\_\_\_\_\_  
This Agreement does not create any obligation of the distributor or the distributor's power supplier, Tennessee Valley Authority ("TVA"), to purchase energy resulting from this interconnection, nor does this Agreement give the Participant the right to sell energy resulting from this interconnection to any other entity.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

**1. Scope of Agreement**

- 1.1.** This Agreement is applicable to conditions under which the Distributor and the Participant agree that one or more generating systems and all related interconnection equipment (described in the Application for Interconnection of Distributed Generation and attached to this agreement and hereinafter referred to as "Qualifying System") located at Participant's presently metered location with gross power rating of \_\_\_\_\_ kW and to be interconnected at \_\_\_\_\_ kV may be interconnected to the Distributor's electric power distribution system ("System"). Execution of this agreement allows the Participant to proceed with procurement and installation of the system but Participant is not allowed to proceed with parallel operation until Distributor has received a completed Certificate of Completion, Distributor has conducted an onsite inspection and witnessed any required commissioning test or waived such test, and has given Participant written authorization to proceed with parallel operation.

## **2. Establishment of Point of Interconnection**

- 2.1. The point where the electric energy first leaves the wires or facilities owned by the Distributor and enters the wires or facilities provided by Participant is the "Point of Interconnection." Distributor and Participant agree to interconnect the Qualifying System at the Point of Interconnection in accordance with the Distributor's rules, regulations, and by-laws which are incorporated herein by reference, and the Qualifying System and all related interconnection equipment will comply with the Distributor's Customer Generation Interconnection Procedures.

## **3. General Responsibilities of the Parties**

Distributor has reviewed the proposed generation and related equipment as described in the Application for compliance with Distributor's Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:

- 3.1. Distributor in agreement with Participant has conducted additional engineering evaluations or detailed impact studies and any necessary System upgrades or changes identified by these additional studies have been implemented and Participant has paid for such changes where necessary.
- 3.2. Participant shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules and environmental restrictions, including the latest version of the National Electrical Code applicable to the design, installation, operation and maintenance of its Qualifying System.
- 3.3. The Participant shall provide Local Building Code Official inspection and certification of installation forms to the Distributor. The certification shall reflect that the code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
- 3.4. Prior to parallel operation, the Distributor will inspect the Qualifying System for compliance with standards which may include a witness test. The participant shall NOT begin parallel operation until the Distributor provides authorization.
- 3.5. Participant shall conduct operations of its Qualifying System in compliance with all aspects of the Rules and in accordance with industry standard prudent engineering practice, and must comply with the latest version of IEEE 1547.
- 3.6. The Participant shall be responsible for protecting its generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the System in delivering and restoring power; and shall be responsible for ensuring that the Qualifying System is inspected, maintained, and tested on an ongoing basis in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Distributor will have the right to request and receive copies of the test results.

## **4. Inspection and Ongoing Compliance**

- 4.1. Distributor will provide Participant with as much notice as reasonably practicable, either in writing, email, facsimile or by phone, as to when Distributor may conduct inspection

and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Distributor shall have access to the Participant's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet Distributor's legal obligation to provide service to its customers.

## **5. Manual Disconnect Switch**

- 5.1.** Participant must install a manual, lockable, visible load break disconnect switch between the generation source and the Distributor's system that is visibly marked "Participant Generation Disconnect." The disconnect shall be mounted separate from but adjacent to the Distributor's meter socket. The Participant shall ensure that such manual disconnect switch shall remain readily accessible to Distributor and be capable of being locked in the open position with a single Distributor utility padlock. A permanent, weatherproof single line diagram of the facility must be located adjacent to the disconnect switch. Names and current telephone numbers of at least two persons authorized to provide access to the facility that have authority to make decisions regarding the interconnection and operation of the Qualifying System will be included.

## **6. Disconnection/Reconnection**

- 6.1.** Distributor may open the manual disconnect switch or disconnect the Participant's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Qualifying System, without prior notice to the Participant. To the extent practicable, however, prior notice shall be given. If prior notice is not given, Distributor shall at the time of disconnection leave a door hanger notifying the Participant that its Participant-owned generation has been disconnected, including an explanation of the condition necessitating such action. As soon as practicable after the condition(s) necessitating disconnection has(have) been remedied, Distributor will unlock the disconnect switch so Participant may reenergize the Qualifying System. The Distributor may require an inspection of the modified system before unlocking the disconnect switch.
- 6.2.** Distributor has the right to disconnect the Participant-owned generation at any time. Some examples of situations that may require disconnect are:
  - 6.2.1.** Emergencies or maintenance requirements on Distributor's system;
  - 6.2.2.** Hazardous conditions existing on Distributor's system due to the operation of the Participant's generating or protective equipment as determined by Distributor;
  - 6.2.3.** Adverse electrical effects, such as power quality problems on the electrical equipment of Distributor's or other electric consumers caused by the Participant-owned generation as determined by Distributor;
  - 6.2.4.** Failure to pay the distributor for costs associated with the participant's system
  - 6.2.5.** Unauthorized alterations to the participant's system from the original installation of the system.



**7. Modifications/Additions to Participant-owned Generation**

- 7.1.** If the Qualifying System is subsequently modified in order to increase or decrease its Gross power rating or any components are changed, the Participant must provide Distributor with written notification that fully describes the proposed modifications at least thirty (30) calendar days prior to making the modifications.
- 7.2.** Distributor has the right to accept or deny the request of the proposed modifications. Distributor shall review such modifications to determine if Distributor needs to modify its interconnection facilities, and any cost incurred in the review or system modification shall be borne by the Participant. Participant may, at its own risk, proceed with procurement and installation of such modifications, but Participant is not allowed to proceed with parallel operation until LPC has conducted an onsite installation verification, and witnessed any required commissioning test or waived such test, and has given Participant written authorization to proceed with parallel operation of the modified system.

**8. Assignment**

- 8.1.** The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 8.2.** An assignee to this Interconnection Agreement shall be required to assume in writing the Participant's rights, responsibilities, and obligations under this Interconnection Agreement.

**9. Insurance**

- 9.1.** Distributor requires the following levels of Liability Insurance for Personal Injury and Property damage during the entire term of this Interconnection Agreement.
- 9.2.** Generation up to 10 kW – Participant maintains an amount of not less than \$100,000.
- 9.3.** Generation greater than 10 kW but equal or less than 50 kW – Participant maintains an amount of not less than \$500,000.

## **10. Billing and Payment**

- 10.1.** Participant is responsible for Distributor's costs (whether actual or flat fees), including applicable overheads that Distributor incurs due to Participant's interconnection and parallel operation of the Qualifying System. These costs include, without limitation, the cost of system impact studies, installation verifications, reviews and all other additional facilities required by Distributor to interconnect the Qualifying System, and Distributor's System reconfiguration, upgrades, and modifications.
- 10.2.** Upon receipt of sufficient information from Participant, Distributor shall provide to Participant a good faith estimate of such interconnection costs, indicating what costs are upfront costs ("Upfront Interconnection Costs") and what costs (if any) are recurring, periodic charges ("Periodic Interconnection Costs").
- 10.3.** Participant shall remit to Distributor the full amount equal to such good-faith estimate of the Upfront Interconnection Costs, before Distributor begins incurring costs and before Participant interconnects or begins parallel operation of the Qualifying System. If the total actual Upfront Interconnection Costs incurred by Distributor exceed the good-faith estimate paid by Participant, Distributor shall promptly submit to Participant a written invoice for the excess amount, which amount Participant shall promptly pay. Once Distributor has begun incurring any Periodic Interconnection Costs, Distributor shall bill Participant for such costs, which costs Participant shall promptly pay. Upon request, Distributor shall provide to Participant documentation explaining the basis for such costs.

## **11. Effective Term and Termination Rights**

This Agreement becomes effective when executed by both Parties and shall continue in effect as long as:

- 11.1.** The Qualifying System is capable of operation and connected to the Distributor's system
- 11.2.** The Qualifying System is compliant to the Distributor's interconnection requirements
- 11.3.** This Agreement will be terminated immediately upon the removal of the generation system.

## **12. Entirety of Agreement and Prior Agreements Superseded**

- 12.1.** This Agreement, including the Rules, of the Agreement executed by Distributor and Participant, and all attached Exhibits expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the Qualifying System of the Parties at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein, in the Participant's Application for Interconnection of Distributed Generation, Certificate of Completion, or other written information provided by the Participant in compliance with the Rules.

**13. Notices**

**13.1.** Notices given under this Agreement are deemed to have been duly delivered if hand delivered, sent via email, sent by United States certified mail (return receipt requested for all methods of notification):

(a) Address if mailed to **Distributor**:

Dickson Electric System

236 Cowan Rd, Dickson, TN 37055

Email: customergeneration@dicksonelectric.com

(b) Address if mailed to **Participant**:

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

(Distributor)

(Print Participant Name)

DICKSON ELECTRIC SYSTEM

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(Electronic Signature or Print for Manual Signature)

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

## Application for Interconnection of Customer Owned Generation

This application is submitted to Dickson Electric System (Distributor), 236 Cowan Rd, Dickson TN 37055, [customergeneration@dicksonelectric.com](mailto:customergeneration@dicksonelectric.com), and is considered complete when it provides all applicable and correct information required below.

### CUSTOMER

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_  
Fax \_\_\_\_\_ Email Address \_\_\_\_\_  
DES Electric Service Account Number \_\_\_\_\_  
Owner of Building (if different than customer) \_\_\_\_\_

### CONTACT (IF DIFFERENT THAN CUSTOMER)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_  
Fax \_\_\_\_\_ Email Address \_\_\_\_\_

### OWNER OF SYSTEM (IF DIFFERENT THAN CUSTOMER)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_  
Fax \_\_\_\_\_ Email Address \_\_\_\_\_

### ELECTRICAL CONTRACTOR (AS APPLICABLE)

Company Industrial Electric Services, Inc  
Mailing Address 198 TN Waltz Parkway  
City Ashland city County Cheatham State TN Zip 37015  
Telephone (Day) 615-792-5016 (Evening) 615-945-0229  
Fax \_\_\_\_\_ Email Address gpfeffer@ieservices-inc.com  
Contractor's License # 61017 City/County/State Cheatham

**GENERATING FACILITY INFORMATION**

Location (if different from above) \_\_\_\_\_

Distributor N/A Account Number \_\_\_\_\_

Inverter Manufacturer Kohler Model KG100

Nameplate Rating 100 (kW) 125 (kVA) 120/208 (AC Volts)

Single Phase \_\_\_\_\_ Three Phase X

System Design Capacity 43 (kW) 54 (kVA)

Energy Source – check all that apply:

- Solar
- Wind
- Renewable
- Renewable with Battery Backup
- Whole Home Generator
- Portable Generator
- EV Battery Chrger
- Other (describe) \_\_\_\_\_

Submit required Application Fee to Distributor \$ \_\_\_\_\_

Attach support information to show testing and listing by a Nationally Recognized Laboratory for compliance with the codes and standards outlined in 1.4.1 – 1.4.4 for the proposed system.

Estimated Installation Date 03/15/2024 Estimated In-Service Date 03/29/2024

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

**ADDITIONAL INFORMATION – SINGLE LINE DIAGRAM**

In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment (generators, transformers, inverters, circuit breakers, protective relays, batteries, number and location of PV panels, etc.), specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection. Also describe the address or grid coordinates of the facility.

**PERMISSION TO INTERCONNECT**

Customer must not operate their generating facility in parallel with Distributor's system until they receive written authorization for parallel operation from Distributor. Unauthorized parallel operation could result in injury to persons and/or damage to equipment and/or property for which the customer may be liable.

**INTERCONNECTION CUSTOMER SIGNATURE**

I hereby certify that, to the best of my knowledge, the information provided in this application is true.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

RESOLUTION: 20(D)

RESOLUTION TITLE: To Approve Mayor's Signature On Amended Parking Agreement With The Ashland City Methodist Church

DATE: February 26, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

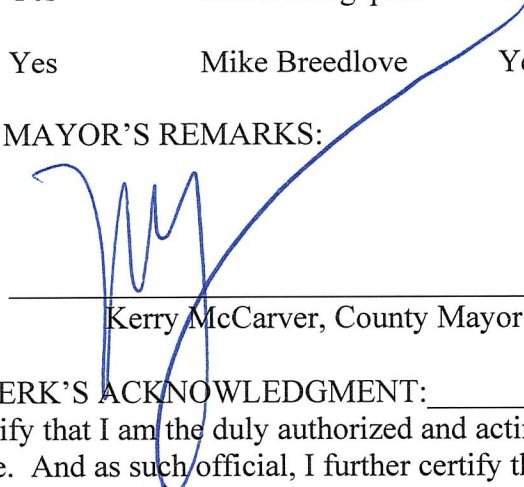
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the amended parking agreement with the Ashland City Methodist Church is approved.

*A copy of the agreement is attached.*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



### Agreement

This Agreement is made the 6<sup>th</sup> day of February 2024 by and between Cheatham County, Tennessee ("County") and Ashland City United Methodist Church ("ACUMC").

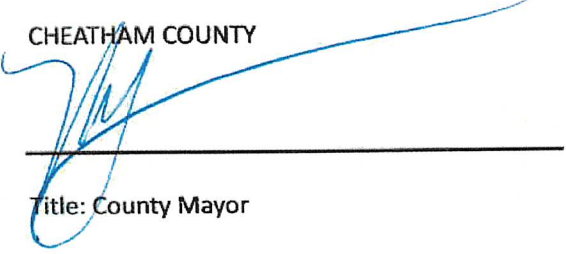
Whereas County and ACUMC have agreed to allow the County to use the property indicated in the attached Exhibit A ("Property") for parking during the construction of an expansion of the County's jail ("County Jail Project") in return for making certain improvements to the Property under the terms and conditions set forth herein.

1. **Term.** The term of this Agreement shall commence on March 1, 2024 and continue until completion of the County Jail Project. ACUMC shall have the right to terminate this Agreement after eighteen (18) months if the County Jail Project is not complete. The parties may elect to enter into an additional agreement for use of the Property following completion of the County Jail Project.
2. **Improvements.** Following execution of this Agreement, County will cause its contractor to make certain improvements to the Property as described in Exhibit A at the County's expense to make the property suitable for use as a parking area. ACUMC agrees that the described improvements are acceptable and are authorized under this Agreement. The improvements will be constructed with commercially reasonable diligence and care. Such improvements to the Property shall constitute the consideration for this Agreement.
3. **Use.** During the term of this Agreement, County and its agents are granted a license to use the Property for employee and contractor vehicle parking related to the construction of the County Jail Project during business hours from Monday to Friday each week. ACUMC reserves the right to use the Property for parking purposes during all other times. Each party shall make reasonable accommodations to prevent interference with the use of the Property by the other party.



4. **Insurance.** Each party shall maintain its usual liability insurance coverage for any claims that may arise in connection with their respective uses of the Property.
5. **Maintenance.** During the term of this Agreement, the County shall reasonably maintain the improvements for use as a parking area by the County and ACUMC and shall return the Property to ACUMC at the end of the term of the Agreement in reasonable condition.
6. **Communication.** The parties shall from time to time designate an individual to be the primary point of contact for matters related to this Agreement. The County initially designates Ed Greer as its point of contact and ACUMC initially designates Bill Sapp as its point of contact. The parties will exchange the telephone numbers of their respective designee. Written notices to the County shall be directed to: Office of the County Mayor, 350 Frey Street, Ashland City, TN 37015.
7. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.
8. **Authorization and Approval.** The parties represent and warrant that this Agreement has been duly authorized by their respective governing bodies. In the case of the County, such authorization means approval by the Cheatham County Commission and this Agreement shall not be effective unless and until such approval has been obtained.


CHEATHAM COUNTY



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Title: County Mayor

ASHLAND CITY UNITED METHODIST CHURCH



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Title: Trustee Committee Chair

Exhibit A

RESOLUTION: 20(E)  
RESOLUTION TITLE: To Approve Mayor's Signature On Opioid Abatement Agreement  
DATE: February 26, 2024  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Opioid Abatement agreement is approved.

*A copy of the agreement is attached.*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

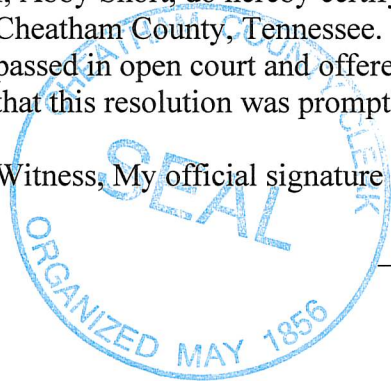
CHEATHAM COUNTY MAYOR'S REMARKS:

\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



\_\_\_\_\_  
Abby Short, County Clerk

**LETTER OF AGREEMENT:  
OPIOID ABATEMENT FUND DISBURSEMENT AGREEMENT  
FOR COUNTY ENTITIES**

Date: 02/05/2024

To: The Honorable *Kerry McCarver*  
*Cheatham County*  
*354 Frey Street, Suite E, Ashland City, TN 37015*

From: Dr. Stephen Loyd, Chair of the Tennessee Opioid Abatement Council  
Mary Shelton, Executive Director of the Tennessee Opioid Abatement Council

On May 24, 2021, the Tennessee General Assembly passed Public Chapter No. 491 establishing the Opioid Abatement Fund and the Opioid Abatement Council.

The Opioid Abatement Fund is the designated repository of funds that are either dedicated to opioid abatement or remediation or are otherwise directed to abatement or remediation and that are received by the state pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims. *See* Tenn. Code Ann. § 9-4-1304.

The Opioid Abatement Council is responsible for disbursing funds from the Opioid Abatement Fund. Pursuant to Tenn. Code Ann. § 33-11-103(p), for proceeds from the statewide opioid settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, or Johnson & Johnson, Allergan Finance, LLC, CVS Health Corporation, Teva Pharmaceutical Industries Ltd., Walgreen Co., Walmart Inc., or K-VA-T Food Stores, Inc. or affiliates or subsidiaries, thirty-five percent (35%) of the proceeds received shall be disbursed to counties that joined those settlements.

These funds allocated to counties *must be spent on opioid abatement and remediation purposes* that are specifically approved by the Opioid Abatement Council and included on a list of approved programs created by the Opioid Abatement Council. *See* Tenn. Code Ann. § 33-11-103(r), (s). Please see Attachment A for a list of these approved abatement and remediation activities.

In accordance with the above, the Opioid Abatement Council is disbursing *\$287,364.19* to *Cheatham County*.

If your county chooses to accept these funds, sign this agreement (include your taxpayer identification number and requested contact information) in the space provided below. Your signature serves as your county's acceptance of the following terms and conditions:

- a) Your county agrees to utilize this money only for approved opioid abatement and remediation activities outlined in Attachment A. By signing below, you, as the representative for your county, certifies that your county will only use these funds for the approved opioid abatement and remediation activities listed in Attachment A.
- b) Your county agrees to report on a semi-annual basis to the Opioid Abatement Council requested information. This request information may include, but not be limited to, the following:

- (1) what abatement and remediation strategies on Attachment A your county funded with these funds,
- (2) the number of people served with these funds, when the funds were spent, and
- (3) the total amount of funds spent delineated per abatement and remediation strategy as identified on Attachment A.

The report will be sent to your county via link by the Opioid Abatement office twice a year. More information will be given to your county at a later date.

- c) If your county fails to fulfill the obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, against your county for payments made to your county under this agreement.
- d) Your county's records and documents, insofar as they relate to the performance of your county's obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to Tenn. Code Ann. § 4-3-304 and applicable rules and regulations thereunder.
- e) The funds received shall be placed in an interest-bearing account until such time as they are used for the purposes set out in this agreement. The funds received shall be distributed to the county for an initial total time period of four years. The county shall obligate all funds for specific purposes as consistent with this agreement within the initial two-year time period of the four-year time period. At any time during the four-year time period, the county may spend the funds. At the expiration of the four-year time period, the unspent funds shall revert back to the State's Opioid Abatement Fund, unless the county requests in writing and receives approval from the Council for additional time. At the expiration of the four-year time period or at the end of any extension granted by the Council, if any portion of the funds are not expended, the unexpended portion plus any accrued interest shall be returned to the State's Opioid Abatement Fund. At the expiration of the four-year time period or at the end of the extension granted by the Council, if any portion of the funds are obligated but unspent and the Council has not approved an extension, the county shall be responsible for the obligation.

We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

Please be advised that this disbursement agreement is subject to the appropriation or availability of funds in the Opioid Abatement Fund. If the funds are not appropriated or are otherwise unavailable, the Opioid Abatement Council reserves the right to modify or terminate this agreement, upon written notice. The Opioid Abatement Council's right to terminate or modify this agreement due to lack of funds is not a breach of this agreement by the Opioid Abatement Council. Upon modification or termination, you shall have no right to recover from the Opioid Abatement Council any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

If you should have any questions or comments or need any assistance responding to this request, please contact Mary Shelton, Executive Director of the Tennessee Opioid Abatement Council at 615-946-9193 or [mary.shelton@tn.gov](mailto:mary.shelton@tn.gov)

Please retain a copy of this letter for your records.

On behalf of *Cheatham County*, I hereby agree to the aforementioned terms and conditions. By signing, I certify that *Cheatham County* will only use these funds for the approved opioid abatement and remediation activities listed in Attachment A.

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official's Name (please print)

\_\_\_\_\_  
Official's Title or Position

\_\_\_\_\_  
Official's Contact Information (phone/email)

\_\_\_\_\_  
Federal Taxpayer Identification Number

**Tennessee Opioid Abatement Council**  
**Revised & Adopted September 30, 2022**

**EXHIBIT E**

**Tennessee's Opioid Abatement**  
**Remediation Uses**

**Schedule A**  
**Core Strategies**

- A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
  2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
  2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
  3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
  4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
- C. PREGNANT & POSTPARTUM WOMEN**
1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;
  2. Expand comprehensive evidence-based treatment and recovery services,

including MAT, for women with co- occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

**D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant- need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

**E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

**F. TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

**G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);



2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guidelines, and current evidence;
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

**H. EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

**I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

**Schedule B  
Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT
---------------------

**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUDMH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such

trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD

and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new

Americans.

14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have--or are at risk of developing-- OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");
  2. Active outreach strategies such as the Drug Abuse Response Team ("DART")

model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address ODD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("NAS"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women---or women who could become pregnant---who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed



behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guidelines, and current evidence.
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and

student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION: 20(F)

RESOLUTION TITLE: To Approve The 10% Compensation Of The Base Amount For Martha Brooke Perry Regarding The Cheatham County Delinquent Tax Attorney Contract

DATE: February 26, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS this agreement entered into on the 5<sup>th</sup> day of February, 2024, between Cindy Perry, Trustee for Cheatham County, Tennessee (hereinafter called "Trustee"), and Martha Brooke Perry, Attorney-at-Law (hereinafter called "Attorney").

WHEREAS, the Trustee is in need of a delinquent tax attorney to assist in the collection of the delinquent Cheatham County, Tennessee property taxes, in accordance with Tenn. Code Ann. 67-5-2003, et seq.; and

WHEREAS, Attorney is a qualified attorney licensed to practice law in the State of Tennessee and a resident of Cheatham County, Tennessee.

NOW, THEREFORE, in consideration of the Attorney assisting Trustee in the collection of the delinquent property taxes of Cheatham County, Tennessee, Trustee and Attorney agree as follows:

1. That Attorney is hired to assist in the collection of the delinquent property taxes of Cheatham County, Tennessee, in accordance with Tenn. Code Ann. 67-5-2404 for the period beginning midnight on April 1, 2024 and ending at 11:59 pm on March 31, 2025, pursuant to the authority of the Trustee, subject to approval of the County Mayor, subject to the conditions of this agreement as set forth herein.
2. That, in accordance with State law, the Attorney shall receive as compensation ten percent (10%) of the base amount collected for Cheatham County, Tennessee.
3. That the Attorney shall diligently work to assist the Trustee in the collection of the delinquent taxes of Cheatham County, Tennessee.
4. That the Attorney may void this agreement if she becomes unable to complete her obligations under this agreement; and the Trustee may void this agreement if the Trustee is dissatisfied with the performance of the Attorney.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as of the date aforesated, and, in accordance with Tenn. Code Ann. 67-5-2404, Kerry McCarver, Mayor of Cheatham County, Tennessee has also affixed his signature to this agreement as evidence of his approval of the retention of Attorney's services in this matter in accordance with the terms herein contained.

\_\_\_\_\_  
Cindy Perry  
Trustee of Cheatham County, TN

\_\_\_\_\_  
Martha Brooke Perry  
Attorney-at-Law

\_\_\_\_\_  
Kerry McCarver  
Mayor of Cheatham County

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

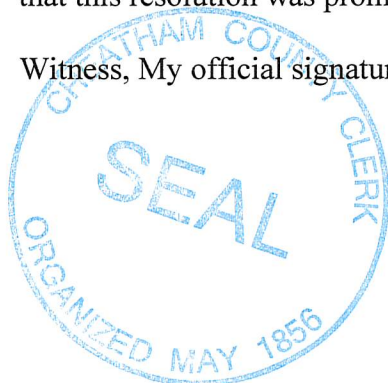
CHEATHAM COUNTY MAYOR'S REMARKS:

\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



\_\_\_\_\_  
Abby Short, County Clerk



Cheatham County Delinquent Tax Attorney Contract

This Agreement entered into on this 5 day of February, 2024, between Cindy Perry, Trustee for Cheatham County, Tennessee (hereinafter called "Trustee"), and Martha Brooke Perry, Attorney-at-Law (hereinafter called "Attorney").

**WHEREAS**, the Trustee is in need of a delinquent tax attorney to assist in the collection of the delinquent Cheatham County, Tennessee property taxes, in accordance with Tenn. Code Ann. 67-5-2003, et seq.; and

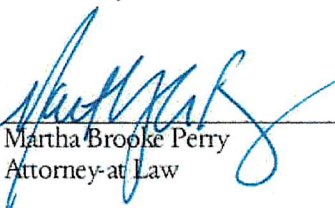
**WHEREAS**, Attorney is a qualified attorney licensed to practice law in the State of Tennessee and a resident of Cheatham County, Tennessee.

**NOW, THEREFORE**, in consideration of the Attorney assisting Trustee in the collection of the delinquent property taxes of Cheatham County, Tennessee, Trustee and Attorney agree as follows:

1. That Attorney is hired to assist in the collection of the delinquent property taxes of Cheatham County, Tennessee, in accordance with Tenn. Code Ann. 67-5-2404 for the period beginning midnight on April 1, 2024 and ending at 11:59 pm on March 31, 2025, pursuant to the authority of the Trustee, subject to approval of the County Mayor, subject to the conditions of this agreement as set forth herein.
2. That, in accordance with State law, the Attorney shall receive as compensation ten percent (10%) of the base amount collected for Cheatham County, Tennessee.
3. That the Attorney shall diligently work to assist the Trustee in the collection of the delinquent taxes of Cheatham County, Tennessee.
4. That the Attorney may void this agreement if she becomes unable to complete her obligations under this agreement; and the Trustee may void this agreement if the Trustee is dissatisfied with the performance of the Attorney.

**IN WITNESS WHEREOF**, the parties have set their hands to this agreement as of the date aforesaid, and, in accordance with Tenn. Code Ann. 67-5-2404, Kerry McCarver, Mayor of Cheatham County, Tennessee has also affixed his signature to this agreement as evidence of his approval of the retention of Attorney's services in this matter in accordance with the terms herein contained.

  
Cindy Perry  
Trustee of Cheatham County, TN

  
Martha Brooke Perry  
Attorney-at Law

\_\_\_\_\_  
Kerry McCarver  
Mayor of Cheatham County

RESOLUTION: 20(G)

RESOLUTION TITLE: To Approve Request For Proposal To Conduct Employee Salary Study With Price Not To Exceed \$29,000

DATE: February 26, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Calton Blacker


COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the request for proposal to conduct employee salary study with price not to exceed \$29,000 is approved.

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

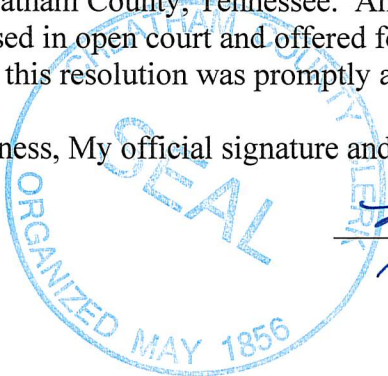
CHEATHAM COUNTY MAYOR'S REMARKS:

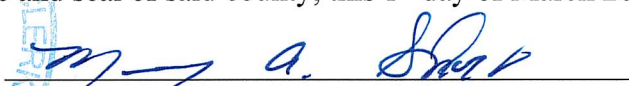
  
 \_\_\_\_\_  
 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



  
 \_\_\_\_\_  
 Abby Short, County Clerk

RESOLUTION: 21

RESOLUTION TITLE: To Defer Voting On Whether It Is In The Best Interest Of Cheatham County To Not Offer A Tax Sale Bid On Certain Delinquent Properties

DATE: February 26, 2024

MOTION BY: Mr. James Hedgepath

SECONDED BY: Mr. Bill Powers

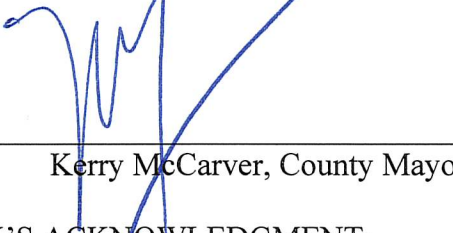
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the determination of whether it is in the best interest of Cheatham County to not offer a tax sale bid on certain delinquent properties is deferred until the March workshop for the County Attorney to prepare a resolution.

RECORD: Approved by voice vote 2 Absent

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

CHEATHAM COUNTY MAYOR’S REMARKS:




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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK’S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 22

RESOLUTION TITLE: A Resolution Requesting That The National Guard Armory In Cheatham County Be Named In Honor Of First Sergeant Charles Douglas

DATE: February 26, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, First Sergeant Charles Anderson Douglas is a Tennessee native and served as an enlisted soldier in the United States Military since 1963; and

WHEREAS, First Sergeant Charles Anderson Douglas served as the First Sergeant of the Ashland City unit from 1986 until his retirement in 2003; and

WHEREAS, Cheatham County has a National Guard unit that was started in 1985 on the court house lawn as a Detachment Unit of A Company 3/109th Armor from Clarksville, Tennessee and was eventually moved to the Tennessee State Highway Garage where it later became D Company 3/109th Armor and remained until 1995 when 3/109th Armor was disbanded and became M Company 3/278TH Armored Calvary Regiment and moved in 1999 after the building of the Armory at its current location of 1935 Highway 12 South Ashland City, TN 37015.

WHEREAS, First Sergeant Charles Anderson Douglas had been a powerful advocate for the construction of a new National Guard Armory Building in Cheatham County, Tennessee as well as for the overall success of the local National Guard Unit over many years. First Sergeant Douglas's tireless advocacy and dedication to the cause of the construction of a new armory building in Cheatham County, Tennessee.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of Cheatham County, Tennessee, meeting in regular session on this the 26<sup>th</sup> day of February, 2024, as follows:

SECTION 1: That the County Legislative Body of Cheatham County, Tennessee, by adoption of this resolution, recommends to the United States National Guard, the Governor of the State of Tennessee, and to the Tennessee Building Commission that the National Guard Armory Building in Cheatham County, Ashland City, Tennessee be named the "First Sergeant Charles Douglas National Guard Armory".

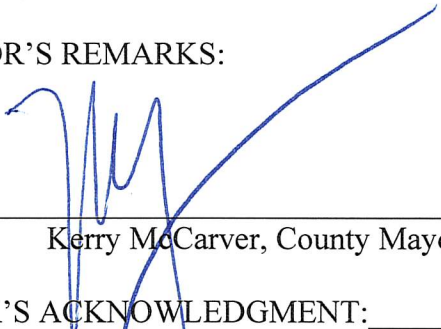
SECTION 2: That the County Clerk of Cheatham County, Tennessee forward a copy of this resolution, upon its passage, to the appropriate representatives of each agency in charge of naming the National Guard Armory Building.

SECTION 3: That this resolution shall take effect upon passage, the welfare of the County requiring it.

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

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

CHEATHAM COUNTY MAYOR’S REMARKS:



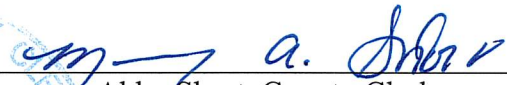

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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK’S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.


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Abby Short, County Clerk

RESOLUTION: 23  
RESOLUTION TITLE: Consent Calendar  
DATE: February 26, 2024  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. James Hedgepath

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

*Dawn Atkins  
Charlotte Dill  
Harold Scott Dulaney  
Misti Harlinger  
Brian J. Juracich  
Mary Jane Molepske  
Adienna L. Peabody  
Christy Ann Sullivan*

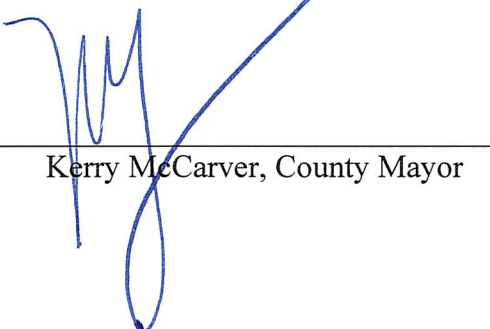
*Sarah E. Bidini  
Kristin DeMille  
Karla V. Estrada  
Hunter A. Hickler  
Melissa C. Langley-Eslick  
Lynn Newcomb  
Christy A. Perez  
Pamela C. Tinch*

*Rachel Marie Collins  
Latisha T. Drake  
Carla Gaster  
Valerie Hunter  
Tiffany Massey  
Emily Palk  
Tracy R. Potts*

RECORD: Approved by voice vote 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk





RESOLUTION: 24  
RESOLUTION TITLE: Adjourn  
DATE: February 26, 2024  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. James Hedgepath


COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:12 P.M.

RECORD: Approved by voice vote 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

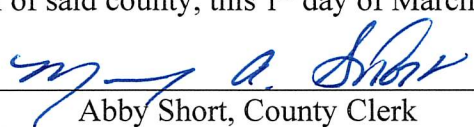
  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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

Witness, My official signature and seal of said county, this 1<sup>st</sup> day of March 2024.



  
Abby Short, County Clerk