

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**June 26, 2023**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on June 26, 2023 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  
CALTON BLACKER  
ANN JARREAU  
TIM WILLIAMSON  
CHRIS GILMORE  
B.J. HUDSPETH

BILL POWERS  
WALTER WEAKLEY  
DIANA PIKE LOVELL  
EUGENE O. EVANS, SR.  
JAMES HEDGEPTH  
MIKE BREEDLOVE

PUBLIC HEARING: County Mayor Mr. Kerry McCarver opened Public Hearing at 5:00 P.M. for the purpose of the 2023-2024 Budget.

County Mayor, Mr. Kerry McCarver, explained the Fire Tax resolution and proposed property tax increase that will be heard in the Regular Scheduled meeting.

Gene McCullom, 2<sup>nd</sup> District, spoke in favor of the SRO grant.

Teresa Liles spoke in favor of the SRO grant.

PJ Duncan, Pleasant View Fire Chief, spoke in opposition of raising the Fire Tax and consolidating districts.

Eugene Ivey, Kingston Springs Fire Chief, spoke in favor of the SRO grant. Mr. Ivey stated he agreed with Chief Duncan and would like to have been involved regarding the Fire Tax decision.

Public Hearing closed at 5:26 P.M.

Chairman, Mr. Tim Williamson, announced that all rezones would be deferred to the August Commission meeting.

Chairman, Mr. Tim Williamson, stated the TVA extended public comment through July 7<sup>th</sup>, 2023.

County Attorney, Mr. Michael Bligh, stated the County has no Jurisdiction over TVA. Mr. Bligh stated TVA is not asking the County for permission to operate.

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:03 P.M.

Tracy O'Neill, District 4, spoke in opposition of the proposed TVA plant with concerns of noise and toxic methane gases.

Martha Wetteman, District 4, spoke in opposition of the proposed TVA plant stating the TVA meeting was not informative.

Marita Hardesty, District 6, spoke in opposition of the proposed TVA plant and provided a printout on how to make comments to the TVA.

Robert Fuller, District 4, spoke in opposition of the proposed TVA plant.

Jerome Terrell, Economic and Community Development Director, spoke in favor of the proposed TVA plant. Mr. Jerome Terrel gave information about the proposed TVA plant.

Candice K. Morris, Metaverse, spoke in opposition of the proposed TVA plant.

Gerald Greer, District 1, suggested a separate meeting other than the Public Forum to discuss the TVA issues. Mr. Greer stated that he would like more information as well.

Stephanie Henry, District 4, spoke in opposition of the proposed TVA plant and asked the County Commission to request a meeting with the TVA.

George Wade spoke in opposition of the proposed TVA plant with concerns of blasting.

Nanette Machler, District 4, spoke in opposition of the proposed TVA plant stating she has concerns about property values decreasing.

Robert Fuller, District 4, spoke in opposition of the proposed TVA plant and gave information about solar panels.

Phillip Maxey, spoke in opposition of the proposed TVA plant stating that it will benefit West Nashville, not Cheatham County.

William Halsey, District 4, spoke in opposition of the proposed TVA plant.

Nerissa Aquino, District 4, thanked Cheatham County for providing a great home for a transplant and spoke in opposition of the proposed TVA plant.

Alfred Nippert spoke in opposition of the proposed TVA plant with concerns of impacts to the streams and estuaries.

Candice K. Morris, Metaverse, spoke in opposition of the proposed TVA plant.

Josephine May, District 4, agreed with Ms. Morris and suggested everyone research DARPA.

Paul Binkley, District 4, spoke in opposition of the proposed TVA plant.

Martha Wetteman, District 4, spoke in opposition of the proposed TVA plant and gave information about rolling blackouts.

Owen Hicks spoke in opposition of the proposed TVA plant.

Eugene Ivey, Chief of Police and Fire for Kingston Springs, spoke supporting the SRO program. Mr. Ivey apologized for comments he had made in a previous meeting. Mr. Ivey spoke in opposition of the Fire Tax. Mr. Ivey stated he believed Mr. Dale McCarver would be a good fit for the School Board.

Perry Keenan, Chairman for the Cheatham County Republican Party, gave an update about the Republican Primary and stated that the Commission should prepare to budget for it in the coming years. Mr. Keenan thanked the Commission for listening to everyone's concerns. Mr. Keenan stated that he believed Mr. Doug Vann would represent the School Board well.

Ginger Vann spoke in favor of Doug Vann for the 3<sup>rd</sup> District School Board.

Public Forum closed at 7:23 P.M

Chairman, Mr. Tim Williamson, called for a 5-minute break.

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 7:33 P.M

Invocation was offered by Mr. Ronnie Barron.

County Clerk Ms. Abby Short called the roll. There being Twelve 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	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

Motion was made by Mr. David Anderson, seconded by Mr. Bill Powers to approve the June 26, 2023 Legislative Body Meeting Agenda as amended by adding the following items under the Mayor section:

1. *Recognition for Jerome Terrell*
2. *Secure Detention Contract between Bedford County Juvenile Detention Center and Cheatham County*

Motion approved by voice vote. See Resolution 2.

Motion was made by Mr. Walter Weakley, seconded by Ms. Diana Lovell to approve the Minutes from the May 15, 2023 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 3.

Chairman, Mr. Tim Williamson, presented the rules for filling an open vacancy, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the rules for filling an open position.

Motion approved by voice vote. See Resolution 4.

Chairman, Mr. Tim Williamson, opened the floor for 3<sup>rd</sup> District School Board Member nominations.

Mr. Walter Weakley nominated Dale McCarver.

Mr. Chris Gilmore nominated Doug Vann.

Dale McCarver approved by roll call vote 9 McCarver 3 Vann

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

Motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans, Sr. to appoint Mr. Dale McCarver as the 3<sup>rd</sup> District School Board Member.

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

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

County Mayor, Mr. Kerry McCarver swore in Mr. Dale McCarver as the 3<sup>rd</sup> District School Board Member.

Chairman, Mr. Tim Williamson, opened the floor for 3<sup>rd</sup> District Constable nominations.

Mr. Chris Gilmore nominated Greg Jinnette for the 3<sup>rd</sup> District Constable.

Motion was made by Mr. Walter Weakley to call for nominations to cease.

Motion approved by voice vote. See Resolution 6.

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to appoint Mr. Greg Jinnette as the 3<sup>rd</sup> District Constable.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 7.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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. David Anderson, seconded by Ms. Diana Lovell to authorize the following budget amendments for the County General Fund:

*Budget Amendments - County General*

a.) Rural Fire Tax	\$ 17,900.00
b.) Other Emergency Management	\$ 53,000.00
c.) Cheatham County Library	\$ 1,736.67
d.) County Buildings	\$ 3,000.00
e.) Cheatham County Library	\$ 1,032.00
f.) Cheatham County Library	\$ 527.81

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: Various*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 8.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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. Chris Gilmore to authorize the following budget amendments for the General Purpose School Fund:

<i>Budget Amendments – General Purpose School</i>	<i>\$1,529,412.26</i>
a. <i>Instruction – Regular Instruction Program (71100)/Instruction – Special Education Program (71200)/Support Services – Attendance (72110)/Support Services – Health Services (72120)/Support Services – Other Student Support (72130)/Support Services – Regular Instruction Program (72210)/Special Education Program (72220)/Support Services – Career and Technical Education Program (72230)/Support Services – Technology (72250)/Support Services – Board of Education (72310)/Support Services – Director of Schools (72320)/Support Services – Office of the Principal (72520)/Support Services – Fiscal Services (72510)/Support Services – Human Services/Personnel (72520)/Support Services – Operation of Plant (72610)/Support Services – Maintenance of Plant (72620)/Support Services – Transportation (72710)/Early Childhood Education (73400)</i>	

*Board of Education Vote: 5 Yes 0 No 0 Absent 1 Vacancy  
Funding Source: Budgeted Funds/Various*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 9.

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

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. Eugene O. Evans, Sr. to authorize the following budget amendments for the Central Cafeteria Fund:

*Budget Amendments – Central Cafeteria (Schools Food Service)                      \$253,100.00*

*Board of Education Vote: 5 Yes 0 No 0 Absent 1 Vacancy  
Funding Source: Budgeted Funds/Various*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 10.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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. Eugene O. Evans, Sr. to authorize the following budget amendments for the Extended School Program Fund:

*Budget Amendments – Extended School Program Fund  
a. Community Services    \$ 104,700.00*

*Board of Education Vote: 5 Yes 0 No 0 Absent 1 Vacancy  
Funding Source: Budgeted Funds/Various*

Motion approved by roll call vote 11 Yes 0 No 0 Absent 1 Abstain. See Resolution 11.

David Anderson	Yes	Bill Powers	Abstain
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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. Bill Powers to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

**Department: Adult Probation**

Item: Canon IR2525 Copier (Unit #AAA41799)  
 Serial Number: RUM42997/NnOFWE51479  
 Additional: Item has reached end of life

*Budget Vote: 5 Yes 0 No 0 Absent*  
*Funding Source: None*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 12.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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. Chris Gilmore to approve the following:

*Interfund Capital Outlay Note Request – School Maintenance Upgrades not to exceed \$1,693,000.00*

*School Board Vote: 5 Yes 0 No 1 Vacancy*  
*Budget Vote: 5 Yes 0 No 0 Absent*  
*Funding Source: Note Proceeds/Education Debt Service*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 13

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 resolution designating the purposes and allocation of the Hotel/Motel Tax.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 14

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

Motion was made by Mr. Walter Weakley, seconded by Mr. Mike Breedlove to approve Option 2 for the 2023-2024 Fire Tax Levy.

<i>Ashland City/Two Rivers</i>	24.50
<i>Pleasant View/Henrietta</i>	21.50
<i>Pegram City/Pegram Rural</i>	32.00
<i>Kingston Springs</i>	24.00
<i>Harpeth Ridge</i>	10.73

Motion failed by roll call vote 3 Yes 9 No 0 Absent.

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

Motion was made by Ms. Diana Lovell to have a meeting within 30 days before the Fire Tax Levy goes into effect with all Emergency Services, Fire Chiefs and County Commissioners to discuss the details.

After discussion motion was withdrawn.

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. James Hedgepath to approve Option 1 for the 2023-2024 Fire Tax Levy making 2 Fire Districts and 2 Rates.

<i>Cheatham County</i>	25.00
<i>Harpeth Ridge</i>	10.73

Motion approved by roll call vote 9 Yes 3 No 0 Absent. See Resolution 15.

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



Motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to have a meeting within 30 days with Emergency Services, all Fire Chiefs, County Commissioners, County Mayor, and County Attorney to discuss the details of the Fire Tax Levy and to reestablish the Emergency Services Committee.

Motion approved by voice vote. See Resolution 16.

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Mike Breedlove to approve the resolution designating the allocation of the Local Option Sales Tax.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 17.

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

Mr. David Anderson, Mr. Calton Blacker, Mr. B.J. Hudspeth, and Mr. Chris Gilmore adopted the following conflict-of-interest disclosure:

“As an employee or a relative of an employee of Cheatham County, I hereby declare I have a conflict of interest in the adoption of the Cheatham County budget. I further declare that I will vote when allowed by state law and will vote my conscience when doing so.”

Motion was made by Ms. Diana Lovell to amend the 2023-2024 Budget Document, Appropriations Document and Non-Profit Document by adding 2 SRO positions and 1 Drug Agent position from the Fund Balance not to exceed \$250,000.

After discussion motion was rescinded.

Motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to amend the 2023-2024 Budget Document, Appropriations Document and Non-Profit Document by adding 2.11 cents to the tax rate to add 2 SRO’s and 1 Drug Agent.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 18.

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

Motion was made by Mr. David Anderson, seconded by Mr. Walter Weakley to approve as amended the 2023-2024 Budget Document, Appropriations Document and Non-Profit Document.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 19.

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

Motion was made by Mr. David Anderson, seconded by Mr. Bill Powers to approve the 2023-2024 Tax Levy.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 20.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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. David Anderson, seconded by Ms. Diana Lovell to approve the following:

- A.) Mayor's signature on Jarrett contract for Fire Safety Services
- B.) Mayor's signature on Greater Nashville Regional Council Planning services
- C.) Mayor's signature on IworQ Service Agreement for Building & Codes
- D.) Mayor's signature on contract with addendum with Leaf Capital Funding for South Cheatham Library
- E.) Resolution to appreciate the contributions of Jerome "JT" Terrell to the enhancement of the quality of life and opportunities for the residents of Cheatham County, Tennessee
- F.) Mayor's signature on Secure Detention contract between Bedford County Juvenile Detention Center and Cheatham County

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 21.

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

County Mayor, Mr. Kerry McCarver thanked the Commission and Budget office for their hard work on getting the 23-24 Budget together.

County Mayor, Mr. Kerry McCarver, presented a Special Recognition to Mr. Jerome Terrell in appreciation of the contributions to the enhancement of the quality of life and opportunities for the residents of Cheatham County, Tennessee.

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh stated he will prepare an educational zoning presentation for the July workshop meeting.

#### OTHER COUNTY OFFICIALS

COUNTY CLERK – MS. ABBY SHORT: Motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve a payment processing agreement with i3 Verticals, LLC dba BIS.

Motion approved by voice vote. See Resolution 22.

COUNTY TRUSTEE - MS. CINDY PERRY: Trustee's report was included in the packet.

SHERIFF – MR. TIM BINKLEY: Sheriff's report was included in the packet.

DIRECTOR OF SCHOOLS-MS. CATHY BECK: Ms. Cathy Beck thanked the Commission and gave an update on the Giving Back Program the schools participated in. Ms. Cathy Beck invited everyone to the School Board Work Session on Thursday, June 29<sup>th</sup>.

#### COUNTY SERVICES

UT EXTENSION – MR. RONNIE BARRON: Mr. Ronnie Barron stated the UT Extension office is shorthanded due to being down 2 staff members. Mr. Barron gave an update on all the different camps they provide. Mr. Barron stated he appreciates the School Resource Officers.

ECONOMIC AND COMMUNITY DEVELOPMENT – MR. JEROME TERRELL: Assistant Director, Ms. Gina Anzaldua announced Parker Towing will have their first barge release in the second week of July. Ms. Anzaldua gave an update on Ingram.

#### STANDING COMMITTEES

BEER BOARD - A copy of the June 10, 2023 Beer Board Minutes was included in the packet. A copy of the Beer Board Policies and Procedures was included in the packet.

EMERGENCY SERVICES - A copy of the Sheriff's Department Garage completion was included in the packet.

#### CONSENT CALENDAR

Motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr. to approve the following consent Agenda:

Notaries

*Jacob Burton  
Marsha Lynn Epps  
Tyler Houston  
Sharon M. Pack  
Sandra Sullivan  
Lisa M. Weakley*

*Larry D. Craig  
Betty Jo Harrell  
Savannah Laine  
Shawn Rider  
Nicole Terwilliger  
Selena R. White*

*Debra K. Dozier  
Marilyn Hulan  
Aaliyah Diane Newcomb  
Selina K. Seabrooks  
Magdalena Van Eeden*

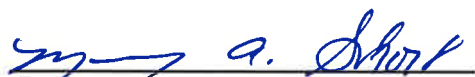
Motion approved by voice vote. See Resolution 23.


ANNOUNCEMENTS AND STATEMENTS

Ms. Diana Lovell invited everyone to the Pegram Independence Day Celebration on Tuesday, July 4<sup>th</sup>.

Motion was made by Mr. Calton Blacker, seconded by Mr. Bill Powers to adjourn at 9:22 P.M.

Motion approved by voice vote. See Resolution 24.

  
County Clerk

  
Legislative Body Chairman



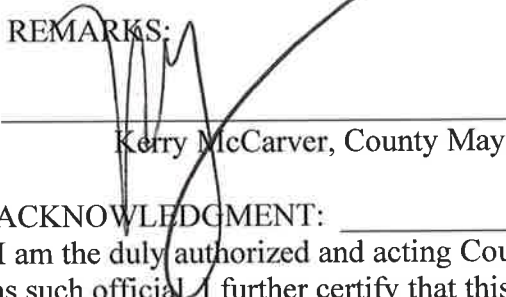
RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: June 26, 2023  
MOTION BY:  
SECONDED BY:  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Twelve Commissioners present a quorum is declared.

RECORD: Approved by roll call vote.

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

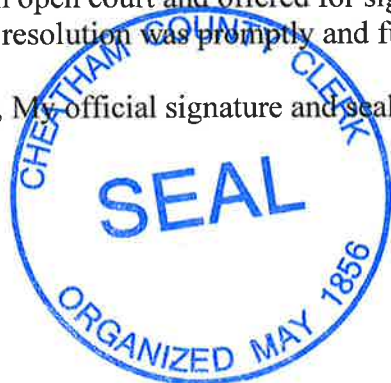
CHEATHAM COUNTY MAYOR'S REMARKS:

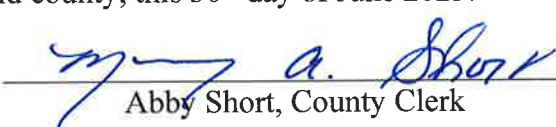
  
Kerry McCarver, County Mayor

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 30<sup>th</sup> day of June 2023.



  
Abby Short, County Clerk

RESOLUTION: 2  
RESOLUTION TITLE: To Approve Agenda As Amended  
DATE: June 26, 2023  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

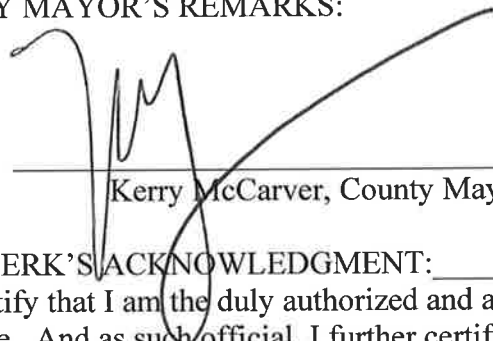
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the amended agenda for the June 26, 2023 Legislative Body meeting is approved by adding the following items under the Mayor section:

1. *Secure Detention Contract between Bedford County Juvenile Detention Center and Cheatham County*
2. *Recognition for Jerome Terrell*

RECORD: Approved by voice vote

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


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 30<sup>th</sup> day of June 2023.

  
Abby Short, County Clerk



RESOLUTION: 3  
RESOLUTION TITLE: To Approve Minutes  
DATE: June 26, 2023  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Ms. Diana Lovell

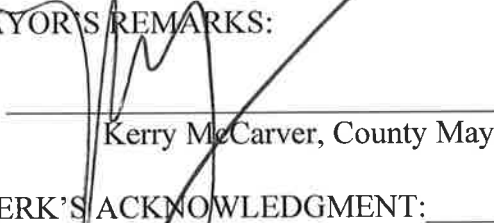
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the May 15, 2023 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote

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

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 30<sup>th</sup> day of June 2023.



  
Abby Short, County Clerk



RESOLUTION: 4  
RESOLUTION TITLE: To Approve The Rules For Filling An Open Position  
DATE: June 26, 2023  
MOTION BY: Mr. David Anderson  
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

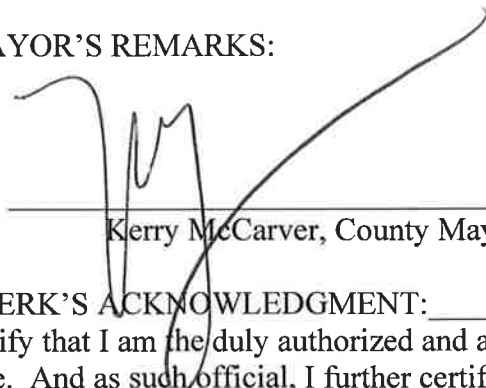
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the rules for filling an open position are approved.

*A copy of the rules are attached.*

RECORD: Approved by voice vote

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

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 30<sup>th</sup> day of June 2023.

  
Abby Short, County Clerk



### **Rules for filling open position**

Deadline, 6/16/23 to submit names to the County Clerk in writing.

6/26/23 Public forum portion of the meeting will allow voters to submit additional names and for anyone to express an opinion on the candidates.

6/26/23 Nominations After public forum closes, Commissioners will make nominations. Commissioners can nominate any person – even if name not previously submitted – and nominations do not require a second. (The Chair may allow nominees to speak or Commissioners to interview nominees but may not be necessary due to opportunities at 6/19/23 meeting.)

6/26/23 Commissioners cast votes for one of the nominees (only one vote per Commissioner per voting round.) If a nominee receives a majority of votes, a motion is made to appoint that person to fill the vacancy. If no nominee receives a majority, the two top vote getters (or more in the event of a tie in number of votes received) move to the next round and the other nominees are eliminated. If no nominee has received a majority after the fifth round, a fifteen-minute recess will be called. A majority of the Commission can decide to postpone the vote to a subsequent meeting.

6/26/23 When a nominee has received a majority of votes, a motion will be made to appoint that person to fill in the vacancy in the Open position.

RESOLUTION: 5  
RESOLUTION TITLE: To Appoint Mr. Dale McCarver As The Third District School Board Member  
DATE: June 26, 2023  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Eugene O. Evans, Sr.

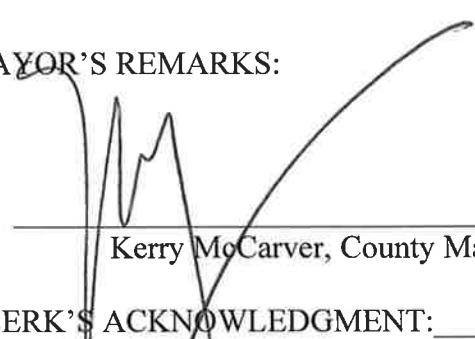
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Dale McCarver is appointed as the Third District School Board Member.

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

David Anderson	No	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	No	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.



*Abby Short*

Abby Short, County Clerk

RESOLUTION: 6  
RESOLUTION TITLE: To Cease Nominations For Third District Constable  
DATE: June 26, 2023  
MOTION BY: Mr. Walter Weakley  
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 June 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to cease nominations to appoint a Third District Constable.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

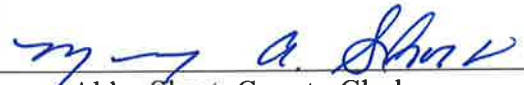
  
Kerry McCarver, County Mayor

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 30<sup>th</sup> day of June 2023.



  
Abby Short, County Clerk

RESOLUTION: 7  
RESOLUTION TITLE: To Appoint Mr. Greg Jinnette As Third District Constable  
DATE: June 26, 2023  
MOTION BY: Mr. David Anderson  
SECONDED BY: Ms. Diana Lovell

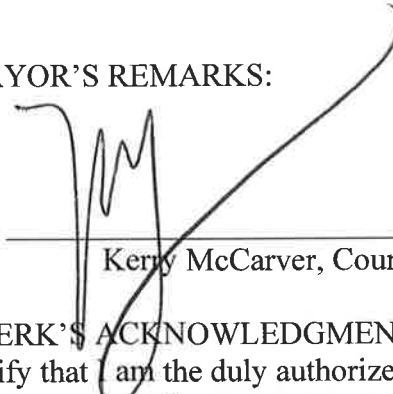
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Greg Jinnette is appointed Third District Constable.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.



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



RESOLUTION: 8

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

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 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 2022-2023 fiscal year**

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**Rural Fire Tax**

101 – 34625 – 02	Committed for Public Safety	\$17,900.00
101 – 54320 – 358 – 002	Remittance of Rev Collected–Pegram City/Rural Fire Tax	\$6,000.00
101 – 54320 – 358 – 003	Remittance of Rev Collected–Ashland City Fire Tax	\$1,000.00
101 – 54320 – 358 – 004	Remittance of Rev Collected–Pleasant View Fire Tax	\$7,000.00
101 – 54320 – 358 – 005	Remittance of Rev Collected–Henrietta Fire Tax	\$1,000.00
101 – 54320 – 358 – 006	Remittance of Rev Collected–Petway/Two Rivers Fire Tax	\$2,900.00

*Transfer funds from Fire Tax reserve to cover expenses incurred in Pegram, Pleasant View, and Petway/Two Rivers fire districts for fiscal year 2022-2023*

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**Other Emergency Management**

101 – 34625 – 02	Committed for Public Safety	\$53,000.00
101 – 54490 – 312 – 01	Contracts with Private Agencies – Pleasant View VFD	\$29,000.00
101 – 54490 – 312 – 03	Contracts with Private Agencies – Pegram VFD	\$24,000.00

*Transfer funds from Fire Tax reserve to cover a shortage for Pleasant View and Pegram Firefighters pay*

---

**Cheatham County Library**

101 – 34535 – 01	Restricted for Social, Cultural and Recreational Services	\$1,736.67
101 – 56500 – 719 – 001	Office Equipment	\$1,736.67

*Transfer reserved Fines and Fees collected at the Cheatham County Library to their Office Equipment expenditure line*

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**NOTE: Other amendments**

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**County Buildings**

101 – 49700	Insurance Recovery	\$3,000.00
101 – 51800 – 335 – 99	Maintenance and Repair Services - Buildings	\$3,000.00

*Transfer Insurance Recovery proceeds from damaged railing behind Sycamore Square back to the line the repairs were paid from*

---

**Cheatham County Library**

101 - 47590 Other Federal through State \$1,032.00  
101 - 56500 - 719 - 001 Office Equipment \$1,032.00

*Transfer State Technology Grant funds to the Cheatham County Library expenditure line where the items will be purchased from*

**Cheatham County Library**

101 - 44146 E-Rate Funding \$527.81  
101 - 56500 - 307 - 001 Communication \$527.81

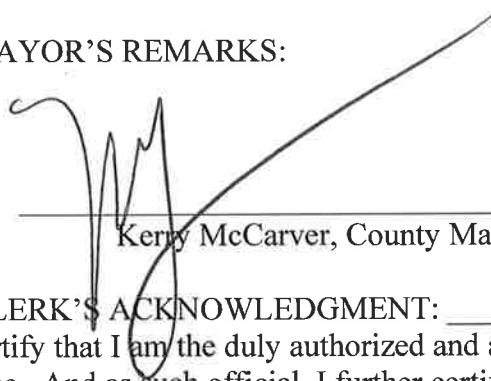
*Transfer E-Rate funding to the Communication expenditure line*

*Budget Vote (6/19/2023): 5 Yes 0 No 0 Absent  
Funding Source: Various*

**RECORD:** Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.





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Abby Short, County Clerk

RESOLUTION: 9

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

DATE: June 26, 2023

MOTION BY: Ms. Diana Lovell

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 June 2023 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:

**Instruction – Regular Instruction Program (71100) / Instruction – Special Education Program (71200) / Support Services – Attendance (72110) / Support Services – Health Services (72120) / Support Services – Other Student Support (72130) / Support Services – Regular Instruction Program (72210) / Special Education Program (72220) / Support Services – Career and Technical Education Program (72230) / Support Services – Technology (72250) / Support Services – Board of Education (72310) / Support Services – Director of Schools (72320) / Support Services – Office of the Principal (72410) / Support Services – Fiscal Services (72510) / Support Services – Human Services/Personnel (72520) / Support Services – Operation of Plant (72610) / Support Services – Maintenance of Plant (72620) / Support Services – Transportation (72710) / Early Childhood Education (73400)**

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141 – 71200 – 116	Teachers	\$400,000.00
141 – 71100 – 204	Retirement Expense	\$200,000.00
141 – 72130 – 123	Guidance Personnel	\$100,000.00
141 – 72220 – 124	Psychological Personnel	\$150,000.00
141 – 72410 – 161	Secretary	\$100,000.00
141 – 71100 – 116	Teacher	\$579,412.26
141 – 71100 – 207	Medical Insurance	\$230,000.00
141 – 71100 – 209	Disability Insurance	\$5,000.00
141 – 71200 – 163	Educational Assistants	\$35,000.00
141 – 71200 – 312	Contracts w/ Private Agencies	\$310,000.00
141 – 72110 – 207	Medical Insurance	\$2,000.00
141 – 72110 – 212	Medicare	\$2,000.00
141 – 72110 – 201	Social Security	\$2,000.00
141 – 72130 – 117	Career Ladder	\$1,000.00
141 – 72130 – 599	Other Charges	\$6,000.00
141 – 72210 – 105	Supervisor/Director	\$1,000.00
141 – 72210 – 207	Medical Insurance	\$8,000.00
141 – 72210 – 599	Other Charges	\$15,000.00
141 – 72210 – 722	Regular Instruction Equipment	\$18,000.00
141 – 72220 – 105	Supervisor/Director	\$1,000.00

141 – 72230 – 207	Medical Insurance	\$1,000.00
141 – 72230 – 212	Medicare	\$1,000.00
141 – 72230 – 599	Other Charges	\$25,000.00
141 – 72320 – 101	County Official/Administrative	\$1,500.00
141 – 72320 – 161	Secretary	\$1,000.00
141 – 72320 – 208	Dental Insurance	\$1,000.00
141 – 72320 – 435	Office Supplies	\$23,000.00
141 – 72410 – 207	Medical Insurance	\$15,000.00
141 – 72510 – 105	Supervisor/Director	\$1,000.00
141 – 72510 – 119	Accountants/Bookkeepers	\$26,000.00
141 – 72510 – 204	Retirement	\$2,000.00
141 – 72510 – 207	Medical Insurance	\$15,000.00
141 – 72510 – 212	Medicare	\$1,000.00
141 – 72510 – 524	In-service/Staff Dev	\$2,000.00
141 – 72520 – 161	Secretary	\$2,000.00
141 – 72520 – 207	Medical Insurance	\$2,000.00
141 – 72520 – 399	Other Contracted Services	\$5,000.00
141 – 72610 – 415	Electricity	\$80,000.00
141 – 72610 – 434	Natural Gas	\$15,000.00
141 – 72610 – 454	Water & Sewer	\$50,000.00
141 – 72620 – 105	Supervisor/Director	\$1,000.00
141 – 72620 – 162	Secretary	\$1,000.00
141 – 72620 – 335	Maint & Repair Services - Bldg	\$320,000.00
141 – 72620 – 347	Pest Control	\$25,000.00
141 – 72620 – 361	Permits	\$1,000.00
141 – 72620 – 426	General Construction Materials	\$1,000.00
141 – 72710 – 105	Supervisor/Director	\$1,000.00
141 – 72710 – 142	Mechanic	\$60,000.00
141 – 72710 – 207	Medical Insurance	\$5,000.00
141 – 72710 – 409	Crushed Stone	\$100.00
141 – 72710 – 412	Diesel Fuel	\$35,000.00
141 – 71200 – 171	Speech Pathologist	\$150,000.00
141 – 73400 – 429	Instructional Supplies & Materials	\$812.26
141 – 72120 – 207	Medical Insurance	\$6,000.00
141 – 72120 – 499	Other Supplies & Materials	\$15,000.00
141 – 72710 – 524	In-service/Staff Dev	\$2,000.00

*Transfer unused budgeted funds for year-end cleanup between categories*


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Board of Education Vote (6/26/2023): 5 Yes 0 No 0 Absent 1 Vacancy  
Funding Source: Budgeted Funds / Various

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.



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

RESOLUTION: 10

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

DATE: June 26, 2023

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Central Cafeteria Fund:

143 – 73100-165	Cafeteria Personnel	\$165,000.00
143 – 73100-422	Food Supplies	\$88,100.00
143 – 73100 – 204	Retirement	\$15,000.00
143 – 73100 – 209	Disability Insurance	\$100.00
143 – 73100 – 418	Equipment & Machinery Parts	\$6,000.00
143 – 73100 – 471	Software	\$7,000.00
143 – 73100 – 509	Refunds	\$1,000.00
143 – 73100 – 710	Equipment	\$224,000.00

*Transfer unused budgeted funds for year-end cleanup between categories*

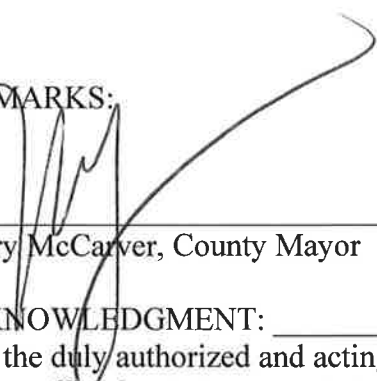
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Board of Education Vote (6/26/2023): 5 Yes 0 No 0 Absent 1 Vacancy  
Funding Source: Budgeted Funds / Various

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.

  
Abby Short, County Clerk



RESOLUTION: 11

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

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 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 (73300)**

146 – 73300 – 499	Other Supplies & Materials	\$104,700.00
146 – 73300 – 162	Secretary	\$5,500.00
146 – 73300 – 207	Medical Insurance	\$22,000.00
146 – 73300 – 189	Other Salaries & Wages	\$53,000.00
146 – 73300 – 217	Retirement	\$100.00
146 – 73300 – 307	Communication	\$1,000.00
146 – 73300 – 355	Travel	\$4,000.00
146 – 73300 – 361	Permits	\$100.00
146 – 73300 – 509	Refunds	\$18,000.00
146 – 73300 – 524	In-service/staff dev	\$1,000.00

*Transfer unused budgeted funds for year-end cleanup between categories*

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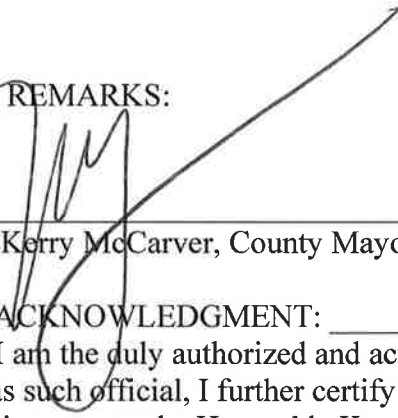
Board of Education Vote (6/26/2023): 5 Yes 0 No 0 Absent 1 Vacancy  
 Funding Source: Budgeted Funds / Various

RECORD: Approved by roll call vote 11 Yes 0 No 0 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Abstain
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.



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

RESOLUTION: 12  
RESOLUTION TITLE: To Authorize The Following Surplus Items For County General  
DATE: June 26, 2023  
MOTION BY: Mr. B.J. Hudspeth  
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 June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to the County General Fund: 101-44530 (Sale of Equipment)

**Department: Adult Probation**

Item: Canon IR2525 Copier (Unit #AAA41799)  
Serial Number: RMU42997/NnOFWE51479  
Additional: Item has reached end of life

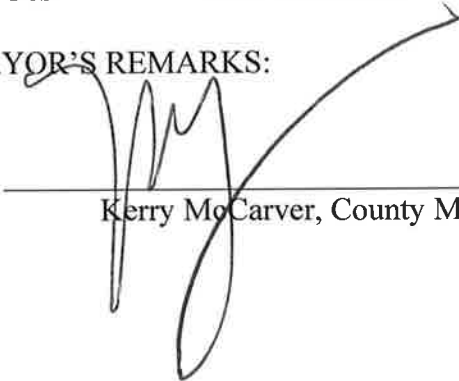
*Once approved for surplus, item will be disposed of*

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*Budget Vote (6/19/2023): 5 Yes 0 No 0 Absent  
Funding Source: None*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry MoCarver, 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 30<sup>th</sup> day of June 2023.



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

RESOLUTION: 13

RESOLUTION TITLE: To Authorize An Interfund Capital Outlay Note For School Maintenance Upgrades Not To Exceed \$1,693,000.00

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

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 June, 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of 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 Maintenance Upgrades (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 Six Hundred and Ninety-Three Thousand Dollars (\$1,693,000.00) (the "Notes"). The Notes shall be designated "School Maintenance Upgrades Interfund Capital Outlay Notes, Series 2023"; 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 10 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.

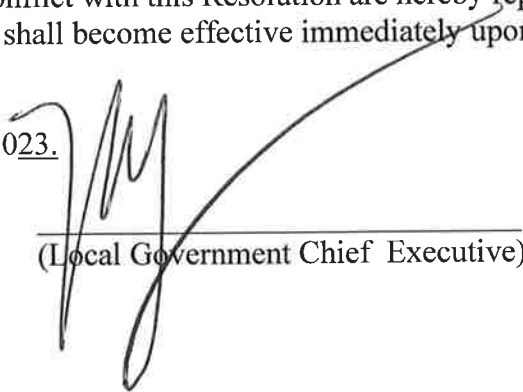
**Section 9.** The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller’s Designee’s written approval for the sale of the Notes.

**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 26<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
(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 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: 5 Yes 0 No 0 Absent 1 Vacancy  
 Budget Vote: 5 Yes 0 No 0 Absent  
 Funding Source: Note Proceeds/Education Debt Service

- Approval of this note also provides approval of the following Budget Amendment

**Education Debt Service**

156 – 34580	Restricted for Debt Service	\$1,693,000.00
156 – 99100 – 590	Transfers to Other Funds	\$1,693,000.00

**Education Capital Projects**

177 – 49800	Transfers In	\$1,693,000.00
177 – 91300 – 799	Other Capital Outlay	\$1,693,000.00

**List of School Maintenance Upgrades for FY23-24**

Education Debt Fund 156 – School Maintenance Projects  
 Board of Education on June 12, 2023 for FY23-24

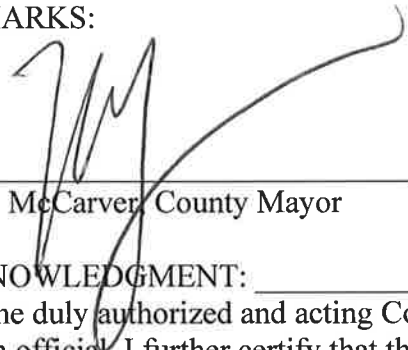
Estimated Cost:

Athletics - 6 Mowers	\$ 36,000.00
Awning ACES, HMS, ECES	\$ 190,000.00
CCCHS Storefront - FY23/24 (BID OPENING 3/16/2023)	\$ 75,000.00
Encapsulation of Board	\$ 27,000.00
Fencing Projects - ACES & KSES 3/4 Playground	\$ 15,000.00
Fire Alarm System Upgrade	\$ 700,000.00
Floor Drains - HMS	\$ 150,000.00
Sycamore High School Drainage	\$ 500,000.00
<b>Total School Maintenance Upgrades:</b>	<b>\$ 1,693,000.00</b>

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.



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



RESOLUTION: 14

RESOLUTION TITLE: Resolution Designating The Purposes And Allocation Of The Hotel/Motel Tax

DATE: June 26, 2023

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 June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS Cheatham County is authorized to and has levy a privilege tax upon the privilege of occupancy in any hotel of each transient pursuant to Chapter 16 of the Tennessee Private Acts of 1995 (the “Hotel/Motel Tax”); and

Whereas the Hotel/Motel Tax is to be designated and used for such purposes as specified by resolution of the County Legislative Body.

BE IT THEREFORE RESOLVED, by the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee as follows:

1. The Hotel/Motel Tax is hereby designated to be used for economic and community development, the promotion of tourism within Cheatham County, and any other purpose for which general funds of the County may be used.
2. For the purposes of carrying out the designated purposes, the Hotel/Motel Tax is hereby allocated as of July 1, 2023 as follows:

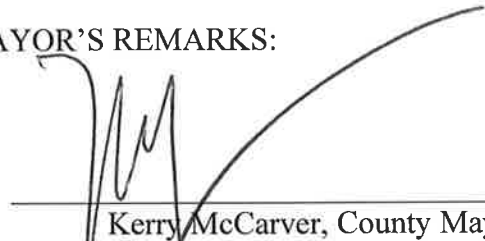
General Fund	50%
Joint Economic and Community Development Board	25% not to exceed \$25,000
The Industrial Development Board of Cheatham County	25% not to exceed \$10,000
Total	100%

3. Collections of Hotel/Motel Tax in excess of the applicable \$35,000 maximum shall be allocated to the General Fund.
4. The purposes and allocations of this resolution shall remain in effect until repealed or amended by the Cheatham County Legislative Body.
5. All prior resolutions inconsistent with the foregoing are hereby repealed.
6. This resolution shall take effect upon adoption, the public welfare requiring it.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.



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

RESOLUTION: 15

RESOLUTION TITLE: To Approve The 2023-2024 Fire Tax Rate

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

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 June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the fire tax rates for Cheatham County, Tennessee for the fiscal year beginning July 1, 2023 shall be as follows:

<u>DISTRICT</u>	<u>2023-2024 RATE</u>
Cheatham County	0.2500
Harpeth Ridge	0.1073

SECTION 2- BE IF FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Cheatham County, Tennessee, which are in conflict with this resolution are hereby repealed.

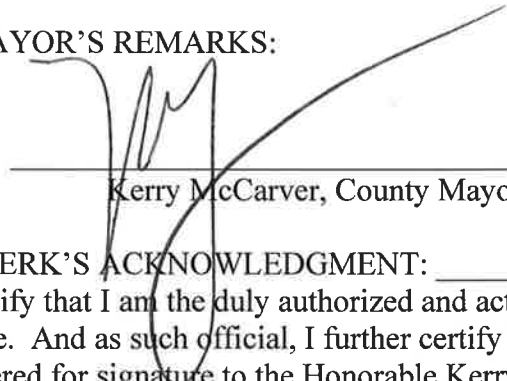
SECTION 3 – BE IF FUTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

PASSED THIS 26<sup>th</sup> DAY OF JUNE 2023.

RECORD: Approved by roll call vote 9 Yes 3 No 0 Absent

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

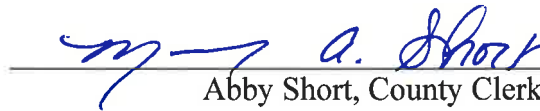
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 30<sup>th</sup> day of June 2023.

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





RESOLUTION: 16

RESOLUTION TITLE: To Set A Meeting With Emergency Services, Fire Chiefs, County Commissioners, County Mayor, And County Attorney Within 30 Days And To Reestablish The Emergency Services Committee

DATE: June 26, 2023

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 June 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to set up a meeting with Emergency Services, all Fire Chiefs, all County Commissioners, the County Mayor, and the County Attorney within 30 days to discuss details of the Fire Tax Levy and to reestablish the Emergency Services Committee.

RECORD: Approved by voice vote

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

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 30<sup>th</sup> day of June 2023.



  
Abby Short, County Clerk

RESOLUTION: 17

RESOLUTION TITLE: Resolution Designating The Allocation Of The Local Option Sales Tax

DATE: June 26, 2023

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 June 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Cheatham County levies a local option sale tax ("Local Option Sales Tax") pursuant to Tennessee Code Annotated Section 67-6-701 et. seq; and

Whereas, the Cheatham County has designated that all the revenue generated from the Local Option Sales Tax be used for school purposes; and

Whereas, Cheatham County wishes to allocate a portion of the Local Option Sales Tax to an additional education fund as set out herein.

BE IT THEREFORE RESOLVED, by the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee as follows:

1. The allocation of revenue generated by the Local Option Sales Tax to the General Purpose School Fund (Fund 141) shall be capped at \$4,500,000.
2. The revenue generated by the Local Option Sales Tax and previously allocated to the General Purpose School Fund (Fund 141) in excess of \$4,500,000 shall now be allocated to the Education Capital Projects Fund (Fund 177.)
3. This resolution shall be effective as of July 1, 2023.
4. All prior resolutions inconsistent with the foregoing are hereby repealed.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.



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

RESOLUTION: 18

RESOLUTION TITLE: To Amend The 2023-2024 Budget Document, Appropriations Document And Non-Profit Document By Adding 2.11 Cents For 2 SRO's And 1 Drug Agent

DATE: June 26, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Mike Breedlove

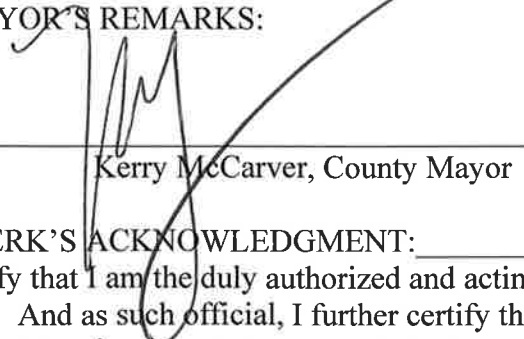
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to amend the 2023-2024 Budget Document, Appropriations Document, and Non-Profit Document by adding 2.11 cents for 2 SRO's and 1 Drug Agent is approved.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



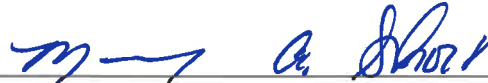

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Kerry McCarver, County Mayor

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 30<sup>th</sup> day of June 2023.



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Abby Short, County Clerk



RESOLUTION: 19

RESOLUTION TITLE: To Authorize As Amended The Appropriation For The Various Funds, Departments, Institutions, Offices And Agencies Of Cheatham County, Tennessee For The Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 (FY 2023-24) Including General Purpose Schools Budget Document And Approving The Funding Of Non-Profit Charitable Organizations In Accordance With TCA 5-9-109

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

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 June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Resolution to authorize the appropriations for the various funds, department, institutions, offices and agencies of Cheatham County, Tennessee for the fiscal year beginning July 1, 2023 and ending June 30, 2024 (FY 2023-24) including General Purpose Schools Budget Document and approving the funding of non-profit charitable organizations in accordance with TCA 5-9-109.

**SECTION 1 - BE IT RESOLVED** by the Board of County Commissioners of Cheatham County, Tennessee, assembled in regular session on the 26<sup>th</sup> day of June 2023 that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Cheatham County, Tennessee, for capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, 2023 and ending June 30, 2024 according to Schedule 1 of this resolution.

**BE IT FURTHER RESOLVED**, that the budget for the School Federal Projects Fund shall be the budget approved for the Every Student Succeeds Act (ESSA) by the Cheatham County Board of Education and the budget approved for IDEA, Part B, Pre-School and Carl Perkins projects by the Tennessee Department of Education.

**SECTION 2 - BE IT FURTHER RESOLVED**, that if the need shall arise, the Director of Accounts and Budgets, may, with the approval of the Budget Committee, transfer any amount within any major appropriation category and also the approval of the Board of County Commissioners must be obtained as required by law for transfers between major appropriation categories within the same fund. The Director of Schools must also receive the approval of the Board of Education for transfers with each major appropriation category for the budget and the approval of the Board of County Commissioners for transfers between these major categories as required by law. One copy of this authorization shall be filed with the County Clerk, one copy with the Chairman of the Budget Committee, and one with each divisional or department head

concerned. Aforesaid authorization shall clearly state the reasons for the transfer, but this provision shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers with a certain fund.

**SECTION 3 - BE IT FURTHER RESOLVED**, that any appropriations made by this Resolution which covers the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages or remunerations of each officer, employee, or agent of the county, shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this Resolution. Provided, however, that appropriations for such salaries, wages for other enumerations hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department ending June 30, 2023. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

**SECTION 4 - BE IT FURTHER RESOLVED**, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriation in addition to those made by this budget appropriation resolution shall specifically provide during the fiscal year in which the expenditure is to be made, meet such additional appropriation. Said appropriating resolution shall be submitted to as provided by Section 9-11-1 to 9-11-19, inclusive, Tennessee Code Annotated.

**SECTION 5 - BE IT FURTHER RESOLVED**, that certain school funds designated as "Clearing Accounts" have been included in the revenue and appropriations for the year ending June 30, 2023, as a memorandum only. It is expressly understood that the County Board of Education may not create or incur expenditures from these funds above actual revenue of such funds. It is further directed that no transfers may be affected between these clearing accounts and the operating school funds account.

**SECTION 6 - BE IT FURTHER RESOLVED**, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the fiscal year 2023-2024 have been collected, not exceeding 60% of the appropriations of each individual fund shall be used only to pay the expenses and other requirements of the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the authority of Title 9, Chapter 21, Tennessee Code Annotated, known as "Local government Public Obligations Act of 1986." Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2024.

**SECTION 7 - BE IT FURTHER RESOLVED**, that the delinquent county property taxes for the year 2021 and prior years and the interest and penalty thereon collected during the year ending June 30, 2024, shall be apportioned to the various county funds according to the subdivision of the tax levy for the year 2021. The Clerk and Master are hereby authorized and directed to make such apportionment accordingly.



**SECTION 8 BE IT FURTHER RESOLVED**, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse, and be of no further effect at the end of the fiscal year at June 30, 2024.

**SECTION 9 - BE IT FURTHER RESOLVED**, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this Resolution be and the same is hereby repealed.

**SECTION 10 - BE IT FURTHER RESOLVED**, that the Board of County Commissioners, recognizing that the various non-profit charitable organizations located in Cheatham County have great need of funds to carry on their non-profit charitable work, hereby makes appropriations to non-profit charitable organizations as listed in **Schedule 2** of this resolution, in accordance with section 5-9-109, inclusive, Tennessee Code Annotated, and that all appropriations enumerated in Schedule 2 are made subject to the following conditions:

1. That the non-profit charitable organizations to which funds are appropriated shall file with the County Clerk and the disbursing officials a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of such non-profit organization in accordance with Section 5-9-109(c), Tennessee Code Annotated.

2. That said funds must only be used by the named non-profit charitable organization in furtherance of their non-profit charitable purpose benefiting the general welfare of the residents of the County.

3. That it is the expressed interest of the Board of County Commissioners in providing these funds to the above named non-profit charitable organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury, and Section 5-9-109, inclusive, Tennessee Code Annotated and any and all other laws which may apply to county appropriations to non-profit organizations, and so this appropriation is made subject to compliance with any and all these laws and regulation.


**SECTION 11 – BE IT FURTHER RESOLVED**, that this Resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2023. This Resolution shall be spread upon the minutes of the board of County Commissioners.

Copy of Appropriations Document attached.

Approved this 26<sup>th</sup> day of June 2023

  
\_\_\_\_\_  
County Mayor

ATTEST:

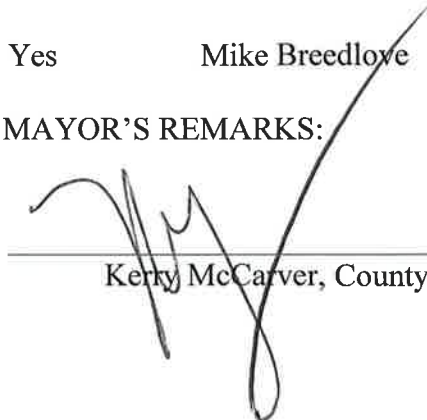
  
\_\_\_\_\_  
County Clerk



RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June, 2023.



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

BUDGET RESOLUTION FOR THE FISCAL YEAR BEGINNING  
JULY 1, 2023 AND ENDING JUNE 30, 2024 (FY 2023-2024)

Schedule 1 - Appropriations

<u>Account</u>	<u>Major Category Description</u>	<u>Appropriation</u>
<b><u>General Fund</u></b>		
General Administration		
101-51100	County Commission	148,623.49
101-51220	Beer Board	4,000.00
101-51300	County Mayor	217,497.00
101-51310	Human Resource / Loss Control	88,178.00
101-51500	Election Commission	304,304.77
101-51600	Register of Deeds	307,649.23
101-51730	Building Commission	324,274.00
101-51800	County Buildings	1,195,729.57
101-51900	Other General Administration	311,980.65
101-51910	Preservation of Records	<u>22,291.34</u>
	General Administration	2,924,528.05
Finance		
101-52100	Accounts and Budgets	463,721.00
101-52300	Property Assessor	456,447.26
101-52400	Trustee	320,039.59
101-52500	County Clerk	657,927.70
101-52600	Data Processing / Information Technology	<u>221,068.23</u>
	Finance	2,119,203.78
Administration of Justice		
101-53100	Circuit Court	710,626.62
101-53300	General Sessions Court	162,260.00
101-53400	Chancery Court	315,150.12
101-53500	Juvenile Court	455,219.60
101-53600	District Attorney General	18,000.00
101-53910	Probation Services	206,578.76
101-53920	Courthouse Security	146,802.02
101-53930	Victim Assistance Programs	<u>47,025.00</u>
	Administrators of Justice	2,061,662.12
Public Safety		
101-54110	Sheriff's Department	4,443,266.95
101-54210	Jail	3,294,663.89
101-54320	Rural Fire Protection	1,428,430.62
101-54490	Emergency Management	540,091.39
101-54610	County Coroner / Medical Examiner	114,650.00
101-54900	Other Public Safety - 911	<u>871,427.25</u>
	Public Safety	10,692,530.10

Public Health and Welfare

101-55110	Local Health Center	24,096.00
101-55120	Animal Control	364,418.00
101-55130	Ambulance Service	3,281,281.21
101-55190	Environmental Office	0.00
101-55510	General Welfare Assistance	33,198.00
101-55720	Litter Education / Information	<u>63,531.00</u>
	Public Health and Welfare	3,766,524.21

Social, Cultural and Recreational

101-56300	Senior Citizen's Assistance	134,466.09
101-56500	Libraries	<u>341,070.61</u>
	Social, Cultural and Recreational	475,536.70

Agricultural and Natural Resources

101-57100	Agricultural Extension Service	112,270.84
101-57500	Soil Conservation	<u>56,485.00</u>
	Agricultural and Natural Resources	168,755.84

Other Operations

101-58190	Economic and Community Development	138,354.20
101-58300	Veteran's Services	142,125.24
101-58400	Trustee's Commission	409,440.89
101-58500	Contributions to Other Agencies	177,515.81
101-58600	Employee Benefits	4,422,511.41
101-58805	COVID-19 Grant #5 - Health Department	163,000.00
101-58900	Miscellaneous	<u>444,601.87</u>
	Other Operations	5,897,549.42

Highway & Street Capital Projects

101-91200	Highway & Street Capital Projects	<u>500.00</u>
	Transfers Out	500.00

**Total General Fund 28,106,790.22**

**Courthouse / Jail Maintenance Fund**

Other General Administration

112-51800	County Buildings	9,800.00
112-51900	Other General Administration	<u>200.00</u>
	Other General Administration	10,000.00

**Total Courthouse / Jail Maintenance Fund 10,000.00**

**Solid Waste / Sanitation Fund**

Other General Administration

116-51900	Other General Administration	<u>26,000.00</u>
	Other General Administration	26,000.00

Public Health and Welfare

116-55710	Sanitation Management	460,567.00
116-55732	Convenience Centers	1,159,573.54
116-55754	Landfill Operation and Maintenance	<u>136,500.00</u>
	Public Health and Welfare	1,756,640.54

Other Operations

116-58600	Employee Benefits	113,073.34
116-58900	Miscellaneous	<u>1,530.00</u>
	Other Operations	114,603.34

**Total Solid Waste / Sanitation Fund 1,897,243.88**

**Drug Enforcement Fund**

Other General Administration

122-51900	Other General Administration	<u>4,300.00</u>
	General Administration	4,300.00

Public Safety

122-54150	Drug Enforcement	<u>96,700.00</u>
	Public Safety	96,700.00

**Total Drug Enforcement Fund 101,000.00**

**American Rescue Plan**

General County Operations

127-58836	American Rescue Plan Act Grant #6	<u>7,999,088.00</u>
	Other General Administration	7,999,088.00

**Total Unemployment Fund 7,999,088.00**

**Unemployment Fund**

Other General Administration

130-51900	Other General Administration	<u>75,000.00</u>
	Other General Administration	75,000.00

**Total Unemployment Fund 75,000.00**

**Highway and Bridge Fund**

Highways		
131-61000	Highway Administration	224,527.00
131-62000	Highway and Bridge Maintenance	1,891,208.23
131-63100	Operation and Maintenance of Equipment	496,391.00
131-65000	Other Charges	177,641.94
131-66000	Employee Benefits	551,635.43
131-68000	Capital Outlay	<u>3,964,826.32</u>
	Highways	7,306,229.92
Debt Service		
131-82120	Debt Service - Principal	<u>0.00</u>
	Debt Service	0.00
Debt Service		
131-82220	Debt Service - Interest	<u>0.00</u>
	Debt Service	0.00
	<b>Total Highway and Bridge Fund</b>	<b>7,306,229.92</b>

**General Purpose School Fund**

Education		
141-71100	Regular Instruction Program	28,061,948.00
141-71150	Alternative Instruction Program	0.00
141-71200	Special Education Program	4,906,973.00
141-71300	Vocational Education Program	5,793,144.00
141-71600	Adult Education Program	<u>0.00</u>
	Education	38,762,065.00
Support Services		
141-72110	Attendance	29,982.00
141-72120	Health Services	563,478.00
141-72130	Other Student Support	1,548,138.00
141-72210	Regular Instruction Program	1,819,813.00
141-72215	Alternative Instruction Program	0.00
141-72220	Special Education Program	355,977.00
141-72230	Vocational Education	144,660.00
141-72250	Technology	1,404,043.00
141-72310	Board of Education	707,974.00
141-72320	Director of Schools	354,087.00
141-72410	Office of the Principal	3,404,573.00
141-72510	Fiscal Services	540,141.00
141-72520	Human Resources / Personnel	131,436.00
141-72610	Operation of Plant	3,633,842.00

141-72620	Maintenance of Plant	1,731,437.00
141-72710	Transportation	<u>3,605,771.09</u>
	Support Services	19,975,352.09
Operation of Non-Instructional Services		
141-73300	Community Services	0.00
141-73400	Early Childhood Education	<u>471,732.74</u>
	Oper. of Non-Instructional Services	471,732.74
Capital Outlay		
141-76100	Regular Capital Outlay	<u>0.00</u>
	Regular Capital Outlay	0.00
Operating Transfers		
141-99100	Operating Transfers	<u>0.00</u>
	Transfers Out	0.00
<b>Total General Purpose School Fund</b>		<b>59,209,149.83</b>

**Central Cafeteria Fund**

Operation of Non-Instructional Services		
143-73100	Food Service	<u>4,046,048.50</u>
	Oper. Of Non-Instructional Services	4,046,048.50
<b>Total Central Cafeteria Fund</b>		<b>4,046,048.50</b>

**Extended Care Program**

Operation of Non-Instructional Services		
146-73000	Community Services	<u>1,588,644.10</u>
	Oper. Of Non-Instructional Services	1,588,644.10
<b>Total Extended Care Program</b>		<b>1,588,644.10</b>

**General Debt Service**

Other General Administration		
151-51900	Other General Administration	<u>25,000.00</u>
	Other General Administration	25,000.00
Debt Service		
151-82110	Principal	737,262.44
151-82210	Interest	163,052.06
151-82310	Other Debt Service	<u>0.00</u>
	Debt Service	900,314.50
<b>Total General Debt Service</b>		<b>925,314.50</b>



**Education Debt Service**

Other General Administration

156-51900	Other General Administration	<u>100,000.00</u>
	Other General Administration	100,000.00

Debt Service

156-82110	Principal	400,348.00
156-82210	Interest	1,479.00
156-82330	Other Debt Service	<u>20,000.00</u>
	Debt Service	421,827.00

Transfers Out

156-99100	Transfers to Other Funds	<u>6,252,046.68</u>
	Transfers Out	6,252,046.68

**Total Education Debt Service 6,773,873.68**

**Capital Projects**

Other General Administration

171-51900	Other General Administration	<u>8,000.00</u>
	Other General Administration	8,000.00

Public Health and Welfare Projects

171-91140	Public Health and Welfare Projects	<u>510,900.00</u>
	Public Health and Welfare Projects	510,900.00

Capital Projects

171-91190	Other General Government Projects	<u>169,750.00</u>
	Other General Government Projects	169,750.00

**Total Capital Projects 688,650.00**

**Capital Projects - Education**

Capital Outlay

177-93100	Capital Outlay	<u>5,682,318.00</u>
	OtherCapital Outlay	5,682,318.00

**Total Capital Projects - Education 5,682,318.00**

**Capital Projects - Vehicle Fund**

Other General Administration

178-51900	Other General Administration	<u>17,000.00</u>
	Other General Administration	17,000.00

Capital Projects

178-82130	Principal	0.00
-----------	-----------	------

178-82230	Interest	0.00
178-91190	Other General Government Projects	<u>813,032.00</u>
	Other General Government Projects	813,032.00
	<b>Total Capital Projects - Vehicle Fund</b>	<b>830,032.00</b>

**Capital Projects - Jail Fund**

Other General Administration

180-51900	Other General Administration	<u>35,500.00</u>
	Other General Administration	35,500.00

Public Safety Projects

180-91130	Other General Government Projects	<u>1,578,320.64</u>
	Total Public Safety Projects	1,578,320.64

Other General Government Projects

180-91190	Capital Projects - Jail	<u>0.00</u>
	Total Other General Government Projects	0.00

**Total Capital Projects - Jail Fund** **1,613,820.64**

**Total of all funds** **126,853,203.27**

BUDGET RESOLUTION FOR THE FISCAL YEAR BEGINNING  
 JULY 1, 2023 AND ENDING JUNE 30, 2024 (FY 2023-2024)  
 Schedule 2 - Appropriated Contributions to Non-Profit Organizations

Account	Non-Profit Organization	Purpose	Appropriation
101-58500	Mid-Cumberland Human Resource Agency - Meals on Wheels and Transportation Services	To provide local financial assistance for the services provided to the elderly and disabled citizens in Cheatham County	9,587.50
101-58500	Centerstone Regional Mental Health Center	To provide local financial assistance in the operation of the various programs dealing with the mental and behavioral healthcare needs of individuals and families	7,500.00
101-58500	TN Department of Agriculture Division of Forestry	To provide Wildland Fire Control and Fire Prevention Activities in Cheatham County.	1,000.00
101-58500	Imagination Library	To provide a new, age-appropriate, hardcover book every month to children from birth to age 5, to get children interested in books and excited about reading	3,000.00
101-58500	Leadership Cheatham County	To provide knowledge and leadership skills that have a positive impact on the community and leaders	1,000.00
101-58500	Joint Economic and Community Development Board	To foster communication relative to economic and community development among local governments, the agencies attached to them, and the agencies that serve them through regular interaction	109,214.26 + 25% of Hotel / Motel Tax Revenue (Not to exceed \$25,000)
101-58500	The Industrial Development Board of Cheatham County	To foster communication relative to economic and community development among local governments, the agencies attached to them, and the agencies that serve them through regular interaction	25% of Hotel / Motel Tax Revenue (Not to exceed \$10,000)
101-58500	The Ark Community Resource Center	To provide local financial assistance for the services provided to the elderly and disabled citizens in Cheatham County	1,912.50
101-58500	Safe Haven Cheatham County	To serve victims of domestic violence including adults and children, through the shelter located in Cheatham County	5,000.00

RESOLUTION: 20

RESOLUTION TITLE: To Approve The 2023-2024 Tax Levy

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

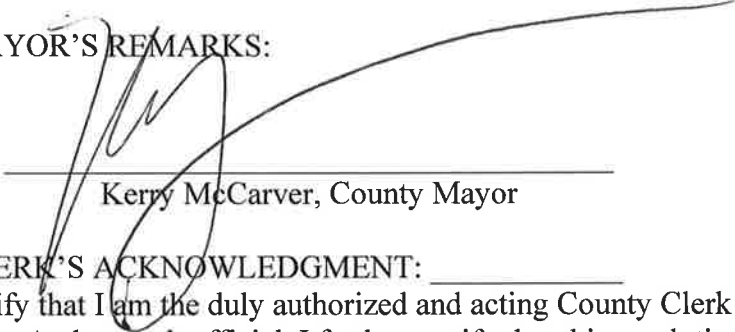
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the combined property tax rate for Cheatham County, Tennessee for the fiscal year beginning July 1, 2023 shall be as follows:

County General	1.4431
Highway / Roads	0.0527
Education Debt	0.0601
General Debt Service	0.0523
Solid Waste / Sanitation	0.0808
General Purpose School	0.6833
Capital Projects	0.0154
Capital Projects Vehicles	0.0701
Capital Projects Jail	<u>0.1398</u>
<b>Total</b>	<b>2.5976</b>

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.



Abby Short, County Clerk



RESOLUTION: 21 (A)  
RESOLUTION TITLE: To Approve Mayor's Signature On Jarrett Contract For Fire Safety Services  
DATE: June 26, 2023  
MOTION BY: Mr. David Anderson  
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

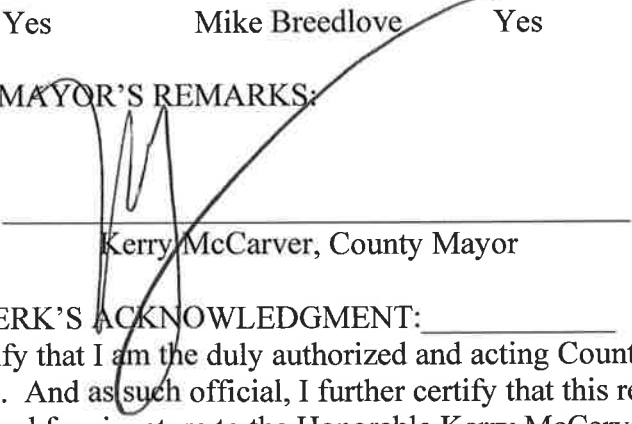
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Jarrett Contract for Fire Safety is approved.

*A copy of the contract is attached.*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.

  
Abby Short, County Clerk





**Contract for Fire Safety Services with Cheatham County Government**  
**Effective July 1, 2023 – June 30, 2026**

The following contract applies to services for the following properties:

- |  |   |
|--|---|
| Cheatham County Courthouse                               | Animal Control                          |
| Sycamore Square Administrative Offices                   | Thompson Road Convenience Center        |
| County Maintenance Building                              | Old Clarksville Pike Convenience Center |
| Emergency Management Agency                              | West Cheatham Convenience Center        |
| Cheatham County Library                                  | Griffintown Road Convenience Center     |
| Cheatham County Health Department                        | Cheatham County Transfer Station        |
| EMS Station 1  | EMS Station 3 in Kingston Springs       |
| Tucker Empson Building – Sheriff's<br>Department Offices | Cheatham County Highway Department      |
| Petway Road Fire Hall                                    | South Cheatham Library                  |
| Two Rivers Fire Hall 2                                   | Pond Creek Fire Station                 |
|  | Jail Maintenance Office                 |



Jarrett Fire Protection

1106 Lebanon Pike

Nashville, TN 37210

(615) 515-1290

Cheatham County Building Maintenance Department

354 Frey Street

Ashland City, TN 37015

Subject: Fire Protection Inspections and Service Contract

Dear Cheatham County Building Maintenance Department,

This contract ("Contract") is entered into between Jarrett Fire Protection ("Service Provider") and Cheatham County Building Maintenance Department ("Customer") on this day of June 1, 2023, to provide fire protection inspections and services to the Customer.

1. Term:

This Contract shall be effective from July 1, 2023, through June 30, 2026, unless terminated earlier as specified in this Contract.

2. Services Provided:

The Service Provider agrees to provide fire protection inspections and services to the Customer during the Term of this Contract. The services may include, but are not limited to:

- a. Regular inspections of fire safety equipment and systems.
- b. Testing, maintenance, and repair of fire alarms, sprinklers, extinguishers, and emergency lighting.
- c. Compliance with NFPA and applicable AHJ fire codes and regulations.
- d. Emergency response services in the event of a fire or related incidents.
- e. Documentation and reporting of inspections and service activities.

f. Any additional services agreed upon by both parties in writing.

### 3. Pricing:

The Customer shall be charged for the services provided by the Service Provider according to the following pricing structure:

#### a. Hourly Rates:

i. Fire protection inspections during regular business hours (7am-4pm Monday-Friday): \$100 per hour for sprinkler systems, extinguishers, and emergency lights; \$150 per hour for fire alarm systems.

ii. Service and repairs of fire protection systems during regular business hours (7am-4pm Monday-Friday): \$100 per hour for extinguishers and emergency lights; \$130 per hour for sprinkler systems; \$165 per hour for fire alarm systems.

iii. Emergency response and after-hours services: \$200 per hour. 4-hour minimum will be applied.

iv. Other services: Rates to be agreed upon in writing prior to the commencement of such services.

#### b. Material Markup:

i. The Service Provider shall charge a 15% markup on the cost of materials used during the provision of services. The markup shall cover procurement, transportation, and handling costs associated with the materials.

### 4. Obligations of the Customer:

The Customer agrees to cooperate with the Service Provider by:

a. Granting access to the premises for inspections and service activities.

b. Providing accurate information about the building's fire protection systems.

c. Timely payment for the services rendered, as specified in Section 5.

### 5. Payment Terms:

The Customer agrees to pay the Service Provider for the fire protection inspections and services as follows:

a. The Customer shall be invoiced after services are rendered.

b. Payment shall be made within 30 days from the date of the invoice issued by the Service Provider.

6. Termination:

Either party may terminate this Contract in the following circumstances:

- a. By providing written notice to the other party at least 30 days prior to the intended termination date.
- b. If either party materially breaches any provision of this Contract and fails to cure such breach within 30 days of receiving written notice.

7. Confidentiality:

Both parties agree to treat all confidential information obtained during the performance of this Contract as confidential and not to disclose it to any third party without the other party's written consent, except as required by law. Notwithstanding the foregoing, the parties acknowledge that Customer is a Tennessee governmental entity subject to the Tennessee Open Records Act and disclosure of public records as required by law shall not be considered a breach of this Contract.

8. Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes any previous understandings or agreements, whether oral or written, relating to the subject matter herein.

9. Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the state of Tennessee.

Please signify your agreement with the terms and conditions of this Contract, including the pricing structure, by signing below and returning a copy to the Service Provider. This Contract shall become effective upon the receipt of the signed copy by the Service Provider.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Thank you for choosing Jarrett Fire Protection. We look forward to providing excellent fire protection inspections and services to Cheatham County Building Maintenance Department.

Sincerely,

Aubrey Jokerst

Jarrett Fire Protection

Business Development Manager

(615) 854-9984

[aubrey@jarrettfire.com](mailto:aubrey@jarrettfire.com)

RESOLUTION: 21 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On The Greater Nashville Regional Council Planning Services

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

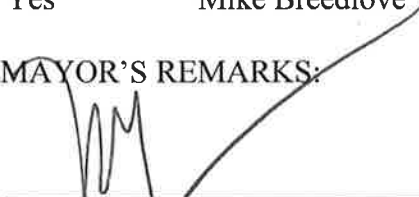
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on The Greater Nashville Regional Council Planning services is approved.

*A copy of the contract is attached.*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.

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



**CONTRACT LPA-24-3053  
BETWEEN  
CHEATHAM COUNTY GOVERNMENT  
AND THE  
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between the Cheatham County Government, ("CLIENT") and the Greater Nashville Regional Council ("GNRC"), is for the provision of Local Planning Services, as further defined in the "SCOPE." The CLIENT and GNRC may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

**BACKGROUND**

Cheatham County is a member government of the Greater Nashville Regional Council (GNRC) which was established under TCA § 13-14-101, in part, to provide planning and economic development assistance to its members and the region. GNRC has established a subscription-based On-Call Local Planning Assistance Program to provide an opportunity for local governments to take advantage of planning assistance at member-based rates provided by GNRC. The CLIENT desires to participate in this program in order to gain access to services described in Part A to this Contract. This Contract governs the rights and obligations of each with respect to such engagement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties contract and agree as follows:

**A. SCOPE OF SERVICES:**

**GNRC RESPONSIBILITIES**

- A.1. Coordinate with CLIENT to identify local planning priorities and/ or needs to be addressed during the period of performance;
- A.2. Attend up to two regular monthly meetings of relevant boards, commissions, or committees such as the planning commission, board of zoning appeals, or local legislative body in order to provide planning assistance (additional meetings available upon request for a separate fee based on actual and reasonable costs for time and mileage);
- A.3. Review and prepare written comments for proposed site plans, plats, and rezoning requests;
- A.4. Provide technical assistance to CLIENT through phone calls, emails, or other correspondence;
- A.5. Arrange for four (4) hours of training for members of the local planning commission and board of zoning appeals to assist with meeting statutory requirements;
- A.6. Assist with routine updates to land use control regulation documents and maps upon receipt of locally adopted resolutions and/or ordinances;
- A.7. Connect the CLIENT with grant opportunities and other forms of assistance provided by GNRC and state and federal partners, some of which may require an additional fee;
- A.8. Assess the local impacts of transportation projects proposed by TDOT or the regional transportation planning organization in order to assist the CLIENT with providing feedback;
- A.9. Provide updates on recent or anticipated changes to statutes or case law that may impact local land use regulation and decision-making; and
- A.10. Monitor the Public Infrastructure Needs Inventory (PINI) maintained by TACIR for projects initiated by the CLIENT.
- A.11. GNRC will not provide legal advice or formal legal opinions as part of the scope of services associated with this Contract.

**CLIENT RESPONSIBILITIES**

- A.12. Provide GNRC with sufficient notice of meetings and obligations; and
- A.13. Provide GNRC with access to all planning-related documents including but not limited to adopted plans, ordinances, and maps.

**B. TERM OF CONTRACT:**

The Parties agree that this Contract will be effective for the period beginning on July 1, 2023 ("Effective Date") and ending on June 30, 2024 ("Term"). Neither party will have any obligation to the other for fulfillment of the Contract outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Compensation. The CLIENT agrees to pay GNRC in the amount of \$18,375.95 for services described in Part A to this Contract. Such payment will be considered the program subscription fee for the term of the Contract. Any additional compensation must be authorized through the issuance of "Task Orders" as described in C.2 which will be effective only upon approval of both the CLIENT and GNRC.
- C.2. Additional Task Orders. At the request of the CLIENT, GNRC shall submit a proposal and cost estimate for special projects not covered in the Scope of Services provided in Part A. Upon the approval by both Parties the proposed scope and fee, a Task Order shall be issued the CLIENT and made part of this contract. The Task Order shall identify the anticipated deliverables, compensation amount, and invoice procedures. All Task Order work shall be conducted within the effective period of this contract as identified in Part B.
- C.3. Invoice Procedure. GNRC shall invoice the CLIENT for the subscription fee identified in C.1. as a lump sum following approval of this contract. Invoices shall be submitted to the party identified in D.2. The invoice procedures for fees associated with Task Orders shall be identified in the approved Task Order.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. Neither party is bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws and regulations or bylaws.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by a nationally-recognized overnight delivery service with an asset-tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address, or email address.

**The CLIENT:**

KERRY MCCARVER  
COUNTY MAYOR  
350 FREY STREET  
ASHLAND CITY, TN 37015  
EMAIL: KERRY.MCCARVER@CHEATHAMCOUNTYTN.GOV  
PHONE: 615-792-4316

**GNRC:**

MICHAEL SKIPPER, EXECUTIVE DIRECTOR  
GREATER NASHVILLE REGIONAL COUNCIL  
44 VANTAGE WAY, SUITE 450  
NASHVILLE, TN 37228



EMAIL: MSKIPPER@GNRC.ORG; CC: CONTRACTS@GNRC.ORG  
PHONE # 615-880-3540

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and the bylaws of the Parties.
- D.4. Termination for Convenience. Either Party may terminate this Contract for convenience without cause for any reason upon 30 days' written notice before the termination date. A termination for convenience will not be deemed a breach of contract by either Party. GNRC will provide the CLIENT with any outstanding deliverables and records prior to the effective date of the termination. If the effective date of any termination for convenience occurs prior to the beginning of the second half of the Contract term identified in Section B, the CLIENT will be entitled to a refund of 50 percent of the paid subscription fee. A termination for convenience made by the CLIENT during the second half of the term will not be eligible for a refund.
- D.5. Termination for Cause. If either Party fails to properly perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.
- D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime contractor and remain responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.
- D.7. Conflicts of Interest. The GNRC agrees that no part of the total Contract amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The GNRC agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records. The GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of the GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.

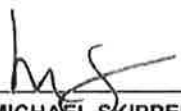
- D.10. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- D.11. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.12. Tennessee Department of Revenue Registration. The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.13. Suspension and Debarment. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.14. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.17. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.20. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

- b. this Contract with attachments and exhibits.
- D.21. Insurance. The GNRC will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- D.22. Ownership of Deliverables. Provided the GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.
- D.23. Intellectual Property and Other Property Rights. GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.
- D.24. Cost Sharing Allowance. The CLIENT understands that this contract is part of a regional cost sharing program created for and funded by participating member governments. Revenue from this contract may be pooled with funding provided by other member governments seeking similar services. Further, the CLIENT understands funding provided to GNRC by the CLIENT as a result of this contract may be used to satisfy non-federal matching requirements of associated state and federal grant programs which are made available by GNRC to share in the costs of delivering or supplementing the scope of services identified in Part A of this contract.

THE REMAINDER OF THIS PAGE LEFT BLANK.

**AGREED,**

**GREATER NASHVILLE REGIONAL COUNCIL**



**06/02/2023**

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**MICHAEL SKIPPER, EXECUTIVE DIRECTOR**

**DATE**

**CHEATHAM COUNTY**

---

**KERRY MCCARVER, COUNTY MAYOR**

**DATE**



**Community and  
Regional Planning**

**INVOICE**

**Date:** June 2, 2023  
**Invoice No:** INV-01108  
**Contract No:** LPA-24-3053

**Invoice To:**  
Kerry McCarver  
Cheatham County  
350 Frey Street  
Ashland City, TN 37015

Description	Amount
FY 2024 Subscription Fee for On-Call Planning Assistance between July 1, 2023 and June 30, 2024	\$18,375.95
<b>Total Remaining Balance</b>	<b>\$18,375.95</b>

**Payment due upon receipt:**

Greater Nashville Regional Council  
Megan Nelson, Finance Director  
44 Vantage Way, Suite 450  
Nashville, TN 37228  
(615) 862-8839  
Accounting@GNRC.org

**THANK YOU FOR YOUR PARTNERSHIP!!**



June 2, 2023

Mayor Kerry McCarver  
Cheatham County  
350 Frey Street  
Ashland City, TN 37015

**Subject: Invoice for Local Planning Services, FY 2024**

Dear Mayor McCarver:

Please find attached an invoice for your On-Call Local Planning Assistance Subscription with GNRC. This fee covers services to be provided between July 1, 2023 and June 30, 2024.

Please let me know if you have any questions or comments about the invoice or the local planning assistance program. I can be reached at [mkipper@gnrc.org](mailto:mkipper@gnrc.org) or at 615-880-3540.

Respectfully,

A handwritten signature in black ink, appearing to read 'MS', is written over a faint, larger version of the same signature.

Michael Skipper, AICP  
Executive Director

Cc: The Honorable Kerry McCarver, GNRC Treasurer  
Megan Nelson, GNRC, Finance Director  
Jessica Hill, GNRC, Community and Regional Planning Director

**Connecting Communities. Empowering People.**

44 Vantage Way, Suite 450 • Nashville, TN 37228 • [GNRC.org](http://GNRC.org)

RESOLUTION: 21 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On IworQ Service Agreement For Building And Codes

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

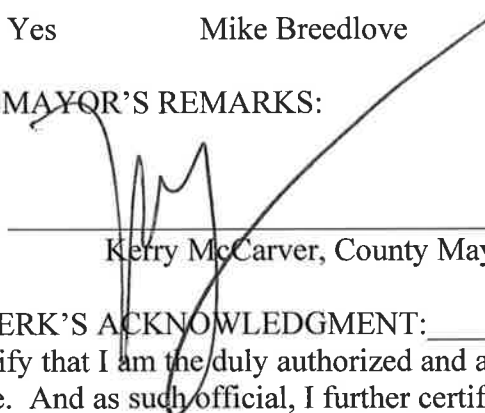
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on IworQ Service Agreement for Building and Codes is approved.

*A copy of the agreement is attached.*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.

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





www.iworq.com



## IWORQ SERVICE(S) AGREEMENT

### For iWorQ application(s) and service(s)

Cheatham County hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

#### 1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

#### 2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

#### 3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

iWorQ Systems, P.O. Box 3784, Logan, Utah, 84323



www.iworq.com



#### 4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

#### 5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

#### 6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

#### 7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

iWorQ Systems, P.O. Box 3784, Logan, Utah, 84323



www.iworq.com



**8. ACCEPTABLE USE:**

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

**9. MISCELLANEOUS PROVISIONS:**

**10. CUSTOMER IMPLEMENTATION INFORMATION:**

Primary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_  
 Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_  
 Secondary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_  
 Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

**11. CUSTOMER BILLING INFORMATION:**

Billing Contact \_\_\_\_\_ Title \_\_\_\_\_  
 Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_  
 PO# \_\_\_\_\_ (if required) Tax Exempt ID # \_\_\_\_\_

**12. ACCEPTANCE:**

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature \_\_\_\_\_ Effective Date: \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Office Number \_\_\_\_\_  
 Cell Number \_\_\_\_\_

iWorQ Systems, P.O. Box 3784, Logan, Utah, 84323



www.iworq.com



# **iWorQ Service(s) Agreement**

## **APPENDIX A**

iWorQ Systems, P.O. Box 3784, Logan, Utah, 84323



### iWorQ Cost Proposal

<b>Cheatham County</b>	<b>Population- 40330</b>
<b>350 Frey St. Ashland City, TN 37015</b>	<b>Prepared by: Nathan Romrell</b>

#### Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<b>Community Development (Basic)</b> *Permit Management *Code Enforcement  -Available on any computer, tablet, or mobile device using Chrome Browser -Track permits and cases with customizable reporting -Track fees and payments -Inspection and plan review tracking -Track violations, activities and follow ups -Includes Premium Data (25MB Uploads, 100GB Total Storage) -OpenStreetMap tracking abilities with quarterly updates -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters/forms	<b>\$9,000.00</b>	Annual
<b>Plan Review Management</b> - Draw & annotate on plans - Save data in layers on plans - Place watermarks and stamps on plans - Must have premium data to use	<del>\$4,000.00</del> <b>\$0.00</b>	Annual
<b>Citizen Engagement with Mobile App</b> - Citizen account creation and request tracking - Robust mobile apps for Android and iOS - Web form/link for city website - Robust reporting capabilities - Upload images and pdf files - Includes 25 MB upload and 100 GB total file storage	<del>\$3,000.00</del> <b>\$0.00</b>	Annual
<b>Payment Processing</b> - Online Credit/debit card processing - Payments are recorded and tracked in iWorQ - iWorQ's reporting tool can track all historical transactions	<del>\$1,000.00</del> <b>\$0.00</b>	Annual
<b>Automated Reports</b> - Includes 3 scheduled reports - Sent via email	<b>\$1,000.00</b>	Annual
<b>Subscription Fee Total (This amount will be invoiced each year)</b>	<b>\$10,000.00</b>	

#### One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
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#### NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date

- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- IV. This agreement combines existing services totaling \$9,000 with proposed added services (Automated Reports) totaling \$1,000 for a combined annual total of \$10,000. Additional services may be prorated.
- V. Automated reporting can be used to do backups of permit(s) and fee (s) data nightly.

RESOLUTION: 21 (D)

RESOLUTION TITLE: To Approve Mayor's Signature On Contract With Addendum With Leaf Capital Funding For South Cheatham Library

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

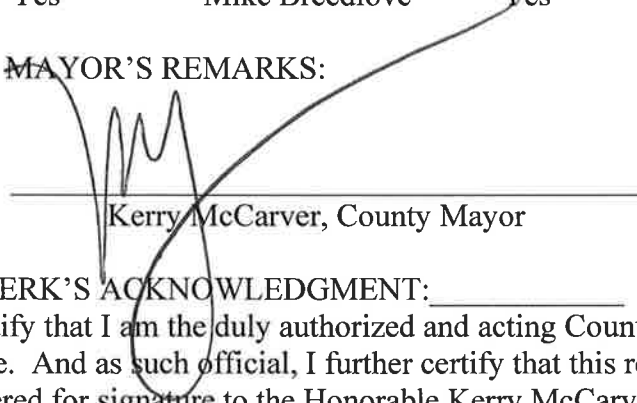
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on contract with addendum with Leaf Capital Funding for South Cheatham Library is approved.

*A copy of the contract is attached.*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.

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





### ADDENDUM

This Addendum is executed this the \_\_\_ day of \_\_\_\_\_ 2023 by and between **Cheatham County, Tennessee (South Cheatham Library)** ("County") and **LEAF Capital Funding, LLC** ("Vendor")

1. Order of Precedence. County and Vendor have entered or are entering into an agreement (lease) 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. 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.
4. 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.
5. 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.
6. 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.
7. 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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LEASE AGREEMENT

1720 A Crete Street, Moberly, MO 65270
Phone: 800-682-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: South Cheatham County Public Library Telephone No: 615-952-4752

Billing Address: 358 N Main St. Kingston Springs, TN 37082 Equipment Location (if other than Billing Address):

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)

Sharp BP-70C31 - DE14, TU10

Table with columns: BASE TERM IN MONTHS (60), TOTAL NUMBER OF LEASE PAYMENTS (@ \$112.75), END OF LEASE PURCHASE OPTION (Fair market value, 10% of Equipment cost, \$1.00), and (a) Advance Payment, (b) Security Deposit, (c) Documentation Fee.

\*\*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- 1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").

- 8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (808-822) of the UCC.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE:
X Lessee Authorized Signature
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_
E-Mail Address: \_\_\_\_\_ Date: \_\_\_\_\_
Tax ID Number: \_\_\_\_\_

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment.

SIGNED X
Accepted by: LEAF CAPITAL FUNDING, LLC Bv: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ (LEASE 01 2-7-2018)



## State and Local Government Addendum

**Reference:** Application No. 816318

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **Cheatham County Public Library** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

**3. Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

**4. Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

**5. Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

**6. Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("**Claims**"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

**7. Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

<b>CUSTOMER: Cheatham County Public Library</b>	<b>LEAF CAPITAL FUNDING, LLC</b>
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



110 Wilson Pike Circle, P.O. Box 3549, Brentwood, TN 37024-3549  
 Phone 615-255-6495 • Fax 615-259-3400 • www.bbesolutions.com

**SALES ORDER**

CUSTOMER - BILL TO				DELIVERY ADDRESS			
<b>NAME</b> South Cheatham County Public Library				<b>NAME</b> South Cheatham County Public Library			
<b>ADDRESS</b> 358 N Main St.				<b>ADDRESS</b> 358 N Main St. <b>STE</b>			
<b>CITY, ST</b> Kingston Springs, TN		<b>ZIP</b> 37082		<b>CITY, ST</b> Kingston Springs, TN		<b>ZIP</b> 37082	
<b>PHONE #</b> 615-952-4752		<b>PO #</b> 0		<b>ATTN:</b> Sara Shultz			
<b>QTY</b>	<b>BRAND/MODEL</b>	<b>SERIAL NO.</b>	<b>ID NO.</b>			<b>AMOUNT</b>	
1	Sharp BP-70C31						
	DE14 (Paper Trays)						
	TU10 (Center Exit Tray)						
<b>SPECIAL INSTRUCTIONS:</b>				TERMS/NET UPON DELIVERY		<b>Total Sales</b>	
						<b>Less Trade-In</b>	
<b>MAINTENANCE CONTRACT PRICING:</b>						<b>SubTotal</b>	
Customer will be billed quarterly in arrears for all prints for the first year until a base can be determined. B&W @ \$0.0072 and Color @ \$0.0428						<b>Sales Tax</b>	
<b>TRADE IN:</b>	<b>MAKE/MODEL</b>	<b>SERIAL NO.</b>	<b>AMOUNT</b>			<b>TOTAL</b>	

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 bbesolutions said offer shall be deemed accepted and this Sales Order shall constitute a binding contract between the parties.

Salesperson: Better Business Equipment Co. Inc., d/b/a bbesolutions      **Customer:** \_\_\_\_\_

Accepted On: \_\_\_\_\_      **Date:** \_\_\_\_\_

By: \_\_\_\_\_      **Name:** \_\_\_\_\_

Title: \_\_\_\_\_      **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 reverse 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 filing 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, 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 of 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.



Company Name:

South Cheatham County Public Libran

**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 or 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 Sales Order shall prevail.

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

**Sales Person:**

0

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



### Maintenance Agreement for Copying Systems

*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 South Cheatham County Public Library ("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.*

**PLAN 1 -**

ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_

**All BLACK & WHITE images -**

\$ 0.0072 per 8 1/2" x 11" **BLACK & WHITE** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for N/A copies per quarter.

Overage will be billed at a rate of \$ 0.0072 per 8 1/2" x 11" **BLACK & WHITE** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

**All COLOR images -**

\$ 0.0426 per 8 1/2" x 11" **COLOR** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for N/A copies per quarter.

Overage will be billed at a rate of \$ 0.0426 per 8 1/2" x 11" **COLOR** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

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

**METER READINGS:**

*Please list the contact person(s) whom we will contact for meter readings of the copier/printer system(s) listed above. Meters will be estimated if customer can't provide valid meters for billing.*

Name and Email Address of person responsible for "Meter Readings" on equipment:

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

Email Address for Invoices: \_\_\_\_\_

**PLAN 2 -**

ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_ ID# \_\_\_\_\_

**All BLACK & WHITE images -**

\$ \_\_\_\_\_ per 8 1/2" x 11" **BLACK & WHITE** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for \_\_\_\_\_ copies per quarter.

Overage will be billed at a rate of \$ \_\_\_\_\_ per 8 1/2" x 11" **BLACK & WHITE** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

**All COLOR images -**

\$ \_\_\_\_\_ per 8 1/2" x 11" **COLOR** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for \_\_\_\_\_ copies per quarter.

Overage will be billed at a rate of \$ \_\_\_\_\_ per 8 1/2" x 11" **COLOR** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

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.

**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 invoice. 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 controller 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 to 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 or 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.

**Customer Accepts Plan:**

1

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

**BBE**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

RESOLUTION: 21 (E)

RESOLUTION TITLE: To Appreciate The Contributions Of Jerome Terrell To The Enhancement Of The Quality Of Life And Opportunities For The Residents Of Cheatham County, Tennessee

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Jerome "JT" Terrell moved to Cheatham County with his wife, Colette, in 2016, to enjoy his recent retirement after serving a decade in economic development for TVA; and

WHEREAS, JT had served in economic development for the Nashville Area Chamber of Commerce and mentored many individuals throughout his career in economic development in the State of Tennessee; and

WHEREAS, JT discovered Cheatham County in 2017 needed a director for Economic and Community Development; and

WHEREAS, JT made the decision to come out of retirement to serve Cheatham County with a one-year commitment to oversee the ECD needs of the county; and

WHEREAS, JT was instrumental in securing over \$120 million dollars of new investment and expansion of existing business and industry in Cheatham County; and

WHEREAS, those investments included Caymas Boats, Nashville Fabricators, Nashville Marine Terminal port, two Hampton Inn Hotels, the berm at A.O. Smith, and sale of county industrial property to Ingram Industries, resulting in over 700 new jobs and annual payroll of more than \$28 million dollars hitting Cheatham County; and


WHEREAS, the investments benefit Cheatham County resulting in millions of dollars into the tax base benefiting education and all county services while taking the tax burden away from residential property owners.

THEREFORE, BE IT RESOLVED by the Cheatham County Legislative Body and Mayor on this 26<sup>th</sup> day of June, 2023, in the General Sessions Courtroom at the Cheatham County Courthouse to say thank you and to recognize the accomplishments and contributions of Jerome "JT" Terrell benefiting Cheatham County today and for generations to come.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.



  
Abby Short, County Clerk

RESOLUTION: 21 (F)

RESOLUTION TITLE: To Approve Mayor's Signature On Secure Detention Contract Between Bedford County Juvenile Detention Center And Cheatham County

DATE: June 26, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

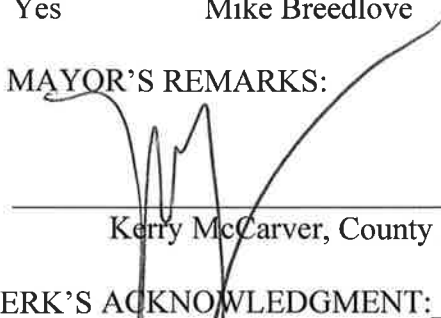
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on secure detention Contract between Bedford County Juvenile Detention Center and Cheatham County is approved.

*A copy of the contract is attached.*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.

  
Abby Short, County Clerk



**SECURE DETENTION CONTRACT**  
**BETWEEN**  
**BEDFORD COUNTY JUVENILE DETENTION CENTER**  
**AND CHEATHAM COUNTY**

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This contract for secure detention care services for juveniles is by and between Bedford County Juvenile Detention Center ("BCJDC") and Cheatham County, TN ("County"), hereinafter referred to as BCJDC and County.

In consideration of the mutual promises and amounts set out below, the parties enter this contract according to the following provisions:

1. That upon available secure bed units within the BCJDC, the facility shall provide detention care services for those juveniles ordered to be detained by the court having jurisdiction of juvenile cases within the county within the provisions of the contract. This order shall be based on the detention criteria set forth in TCA 37-1-114.

Detention care services shall consist of detaining the juvenile in the BCJDC and providing said juvenile with three (3) meals a day, shelter and such other physical necessities as may be determined by the director of the BCJDC. BCJDC reserves the right to refuse placement of a child under the age of twelve (12) without prior approval of the detention director.

2. That actual placement at the facility will be preceded by a telephone call by County personnel expressing intent and approximate time of arrival and departure (931-680-9720). That upon the Judge or Referee of the Court with juvenile jurisdiction not being available or accessible, either of the following persons shall be allowed to place juveniles with a signed petition and a detention order signed by the Juvenile Court Judge and delivered at the time of placement and/or emailed to BCJDC. The designated persons authorized to place juveniles and obligate said county under this contract are:

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It shall be noted that BCJDC has the obligation to refuse placement if the call is not made by one of the aforementioned persons. Thus, the aforementioned persons are the only persons allowed to make arrangements for the placement of juveniles.

3. That BCJDC reserves the right to refuse placement under this contract under the following circumstances:
  - a. That, as determined by BCJDC personnel, secure bedroom space is not available.
  - b. That, as determined by BCJDC, said juvenile is an imminent threat of harm to him/herself or other residents because of his/her emotional state.

4. The County agrees that it will be responsible for the cost of any emergency, medical, or dental care if determined necessary for the BCJDC personnel. In the event prolonged medical or dental attention is required, BCJDC personnel will notify County of such conditions and County shall assume responsibility for and make arrangements for such care. The County agrees to authorize the Judge or Referee of the Court with the juvenile jurisdiction or the designated officers as listed herein to sign appropriate forms: which would authorize medical attention and local medical facilities for said juveniles in case emergency care is deemed necessary by the BCKDC personnel and the appropriate medical personnel.
  
5. That the County shall, per Minimum Standards for Juvenile Detention Facilities, adhere to the requirements that a physical examination shall be completed on a youth within fourteen (14) days of their initial confinement date which examination shall follow the protocol as specified in Subsection (4). In the event that any youth is from a county other than Bedford County; then said youth must likewise have said physical examination as provided under the Guidelines and the county from which said youth comes shall either arrange for and provide for the physical examination as required or, failing that, shall agree to pay for said physical examination as conducted by Bedford County for Bedford County youth at a minimum costs of Fifty Dollars (\$50.00) per examination.
  
6. That the County shall, at its own expense, transport all juveniles to and from the BCJDC.
  
7. That BCJDC personnel are authorized to release duly placed juvenile of said County upon written order from the Judge or Referee of Court having juvenile jurisdiction or officers of the Court of said County or to party as enforcement officers of said County or to party as designated by the written order.
  
8. That regular charges are One hundred and forty-five dollars (\$145.00) per day. Any part of the initial day is counted as a full day.
  
9. The terms of this agreement are in effect until either party terminates the agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized representative(s)

**CONTRACT COUNTY:**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

**BEDFORD COUNTY:**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

RESOLUTION: 22  
RESOLUTION TITLE: To Approve A Payment Processing Agreement With I3 Verticals, LLC DBA BIS  
DATE: June 26, 2023  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

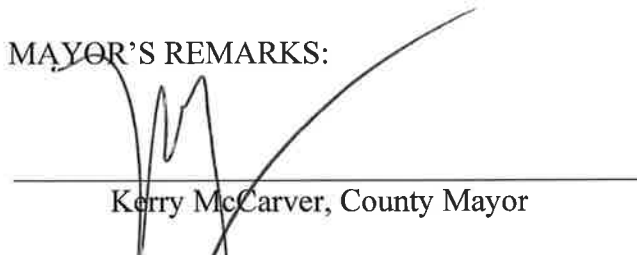
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the payment processing agreement with i3 Verticals, LLC dba BIS is approved.

*A copy of the agreement is attached.*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
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 30<sup>th</sup> day of June 2023.

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





## PAYMENT PROCESSING AGREEMENT FOR SUB-MERCHANTS

This Payment Processing Agreement for Government Sub-merchants ("Agreement") sets forth the terms and conditions that govern the Merchant Services to be provided by i3 Verticals, LLC dba BIS ("Provider") to its registered sub-merchants ("Sub-merchant"). Merchant Services include payment processing services provided by Provider as an agent of WorldPay, LLC ("Processor"), 8500 Governors Hill Dr. Cincinnati, OH 45249, Provider and Fifth Third Bank (as such bank may change from time to time, the "Member Bank") pursuant to a Payment Facilitator Merchant Agreement ("Processing Agreement") and payment gateway services. Processor and Member Bank are collectively referred to as "Acquirer". Provider is required to enter into this Agreement with its customers, who are "Sub-merchants" for purposes of this Agreement and the Processing Agreement. *Sub-merchant has registered to receive the Merchant Services more fully described at [www.i3verticals.com](http://www.i3verticals.com) or [www.bisonline.com](http://www.bisonline.com) (collectively, the "Website").*

Sub-merchant has submitted an Application, the terms of which are incorporated herein. By its acceptance of the Application, Provider agrees to provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement to facilitate Sub-merchant's acceptance of credit and debit card payments for goods and services provided to Cardholders. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc ("VISA"), Discover Financial Services, LLC ("Discover"), and Other Networks (defined below) (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments.

Provider and Sub-merchant agree as follows:

1. **Definitions.** Unless otherwise defined above, all capitalized terms used in this Agreement shall have the meanings given to them herein or in Appendix A attached to this Agreement.
2. **Services.** Provider is a registered PSP and Payment Facilitator as provided for in the Operating Regulations. Pursuant to the Processing Agreement, Provider has arranged for Processor to acquire, process and settle payment for transactions initiated by Sub-merchant's Payors, by means of Instruction Based Funding. Such acquiring, processing, and settlement shall be made in accordance with the Operating Regulations using the channels set forth in the Application, which include: credit/debit card and EFT (electronic funds transfer) payments through the Website, (collectively "Payments"). Subject to processing delays and risk holds, Provider has made arrangements as a Payment Facilitator to cause Payments to be made to Sub-merchant. Processor will periodically transfer Payments to Sub-merchant's Account based upon instructions provided by Provider via Instruction Based Funding.
3. **Authorization.** Sub-merchant hereby authorizes Provider to facilitate the crediting and debiting of the bank account described in its Application ("Bank Account"), for purposes of depositing Payments to Sub-merchant's Bank Account, debiting for chargebacks, refunds and reversals, and performing underwriting and screening of its Application, including checks of Sub-merchant's background, credit, or banking information, as necessary, and agrees that all information obtained under this Agreement may be shared with an Association. We reserve the right to suspend or terminate provision of Services to you at any time if we determine that your activities (a) violate our Underwriting Policies or this Agreement; (b) are listed on the Restricted Businesses List; or (c) otherwise reflect negatively on the brand or reputation of i3, Processor or Member Bank. Sub-merchant hereby authorizes Provider to facilitate the debiting and crediting of the bank account described in its Application ("Bank Account"), for purposes of depositing Payments to Sub-merchant's Bank Account. Sub-merchant agrees keep this bank information up-to-date with Provider at all times. Failure to do so may result in Payments being misdirected, withheld, or returned to its Payors. Provider shall in no event be liable for any damages directly or indirectly resulting from incorrect bank information.
4. **Sub-merchant Responsibilities.**
  - 4.1. Sub-merchant agrees to execute a direct processing agreement with Processor, in the form of the Merchant Services Agreement for Sub-merchants provided by Processor, as a supplement to this Agreement, and will provide Provider with a copy of such agreement upon request. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount provided by the Operating Regulations) is processed through and on behalf of Sub-merchant in any 12-month period, Sub-merchant will automatically be deemed to have accepted, and will be bound by, the Direct Merchant Processing Agreement attached hereto as Appendix B.
  - 4.2. Sub-merchant will permit Provider to perform risk monitoring functions as required by the Operating Regulations and Rules Summary.
  - 4.3. Sub-merchant will notify Provider immediately of any Payor disputes or other matters that require escalation to Processor and immediately forward any notices received by Sub-merchant concerning a disputed payment transaction.
  - 4.4. Sub-merchant will assure that only sales transactions produced as the direct result of bona fide sales to Payors for such identified products and/or services are completed and delivered to Provider for processing.
  - 4.5. Sub-merchant will restrict access to ID's and passwords to access the Services and will disclose such IDs and passwords to its employees and agents on an as-needed basis, only as necessary for the use of the Services.
  - 4.6. Sub-merchant will promptly notify Provider in the event Sub-merchant becomes aware of any unusual or suspicious activity regarding its customers and will cooperate with Processor, Provider, Member Bank and the Associations, as applicable, in connection with any investigation of its customers' background or activity.
  - 4.7. Sub-merchant is solely responsible for the security of data residing on the servers owned, controlled or operated by Sub-merchant. Sub-merchant will comply with all state and federal laws, including without limitation laws regarding disclosure to customers on how and why personal information and financial information is collected and used. Sub-merchant agrees

4.8. not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction except for purposes of authorizing, completing and settling card transactions and resolving chargebacks, retrieval requests or similar issues involving card transactions. Sub-merchant acknowledges that neither Provider or Processor shall be liable for any improperly processed transaction or illegal or fraudulent access to Sub-merchant's account, Sub-merchant's IDs and passwords, any end-user data or transaction data.

4.8 Sub-merchant acknowledges and agrees that it is responsible for its employees' actions, it will notify Provider of any third party that will have access to cardholder data, and it will immediately report all instances of a data breach to Provider immediately after it identifies an incident.

4.9 Sub-merchant will establish and maintain its Bank Account with a financial institution to credit the payments and fees Sub-merchant charges its customers. Sub-merchant authorizes Processor and Member Bank to initiate and make transfers to the Bank Account to effect the transactions contemplated by this Agreement ("Payments"). Sub-merchant and Provider will mutually agree upon the provision of reporting and exchange of data as may be required by Provider to monitor and manage the activity relative to the Bank Account including any transfers to and from the Bank Account.

5. Sub-merchant Prohibitions. Sub-merchant acknowledges and agrees that the prohibited actions described below ("Prohibited Actions") are actions which may mislead, disadvantage, defraud or damage any, or all of, the following entities: (a) a Payor; (b) the issuing bank; (c) the settlement bank; (d) the Associations; (e) Provider; (f) Processor; or (g) the Member Bank. Sub-merchant agrees that it must take all available steps and precautions to prevent fraud, theft, or misappropriation of Payor data. Sub-merchant agrees that it will not take any of the following Prohibited Actions and it will not permit a third party under its control to take the actions described in this Section 5 in any situation where it has knowledge of such actions. Sub-merchant is deemed to be responsible for and to control the conduct of its employees, contractors, customers, and representatives and ensure their compliance with applicable laws and the Operating Regulations, including the ownership and use of Association Marks.

5.1. Sale Transactions. Sub-merchant will not submit any sales transaction to Processor: (a) that adds any surcharge to the transaction, except to the extent authorized by the Operating Regulations or Applicable Law; (b) that adds any tax to the transaction, unless Applicable Law expressly allows for the customer to impose a tax. Any tax amount, if allowed, must be included in the transaction amount and not collected separately; (c) that represents the refinancing or transfer of an existing Payor obligation that is deemed to be uncollectible or arises from the dishonor of a Payor's personal check or from the acceptance of a Card at a terminal that dispenses scrip; (d) that Sub-merchant knows or should have known to be fraudulent or not authorized by the Payor, or that it knows or should have known to be authorized by a customer colluding with Sub-merchant for a fraudulent purpose; (e) until after the services are performed, and/or Sub-merchant has completed the transaction, unless Sub-merchant has obtained Payor consent for a recurring transaction; (f) where a valid authorization was required but not obtained; (g) where multiple authorizations for amounts less than the total sale amount have been obtained; (h) which results in a disbursement of cash or cash equivalent to a Payor; (i) that establishes a maximum dollar sale transaction amount, except to the extent authorized by the Operating Regulations; (j) for any purposes related to pornography or any activity that is illegal in either the Sub-Merchant's or Provider's jurisdiction, including but not limited to money-laundering or financing of terrorist activities; (k) that was previously charged back to the Acquirer and subsequently returned to the Sub-merchant, irrespective of Cardholder approval; (l) request a Card Verification Value 2 ("CVV2") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations and/or the Payment Facilitator Agreement between Processor and Provider, including CVV2.

5.2. Minimum and Maximum Transaction Amounts.

(a) A Sub-merchant may set a minimum transaction amount to accept a Card that provides access to a credit account, provided the minimum transaction amount does not (1) differentiate between Issuers, (ii) differentiate between Mastercard and another acceptance brand; and (iii) exceed USD 10 (or any higher amount established by the Federal Reserve by regulation).

(b) A Sub-merchant may set a maximum transaction amount to accept a Card that provides access to a credit account, under the following conditions: (i) the Sub-merchant is a department, agency or instrumentality of the U.S. Government, a corporation owned or controlled by the U.S. Government, or whose primary business is reflected by MCC 8220 (Colleges, Universities, Professional Schools, Junior Colleges), 8244 (Schools, Business and Secretarial) or 8249 (Schools, Trade and Vocational); and (ii) the maximum transaction amount does not differentiate between Issuers or between Mastercard and another acceptance brand.

5.3. Refund Transactions. Sub-merchant will not submit any refund transaction to Processor: (a) that does not correlate to an original sales transaction from the Payor; (b) that exceeds the amount shown as the total on the original sale transaction; (c) more than three (3) business days following either: (i) a regulatory requirement granting a Payor's right to a refund; or (ii) a non-disputed Payor request.

5.4. Other Prohibited Activities. Sub-merchant will not: (a) use any Payor data or other transaction data for any purpose not authorized by this Agreement; (b) disclose any Payor data or other transaction data to any entity except for necessary disclosures to affected Payors, and through Processor to affected Association entities (c) provide to Processor or Provider any inaccurate, incomplete, or misleading information; (d) fail to provide Provider with timely notification of events that have caused or could cause material changes in the Sub-merchant's ability to fulfill its obligations under this Agreement, including but not limited to (i) adverse changes in Sub-merchant's financial health; (ii) adverse changes in Sub-merchant's business conditions or environment; (iii) actions by governmental or non-governmental agencies; (e) transfer or attempt to transfer its financial liability by asking or requiring Payors to waive their dispute rights; (f) submit transactions on behalf of another entity that the Associations would consider a sub-ISO, Payment Service Provider (PSP), Provider, or any third party payment provider; (g) submit transactions for entities that do not have their principal places of business in the United States; (h) require a Cardholder to complete a postcard or similar device that includes the Cardholder's Account Number, Card expiration date, signature, or any other Card account data in plain view when mailed; (i) request or use an Account Number for any purpose other than as payment for its goods or services; (j) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from the Sub-merchant; (k) disburse funds in the form of cash, unless the Sub-merchant is participating in full compliance with a program supported by an Association for such cash disbursements or such disbursement is in the form of travelers cheque, TravelMoney



cards, or foreign currency, in which case, the Transaction amount is limited to the value of the travelers cheques, TravelMoney cards, or foreign currency plus any commission or fee charged by the Sub-merchant or (ii) the Sub-merchant is participating in the Cash Back service; (l) deposit an electronic or paper record of a transaction (or a copy), generated at the point-of-transaction that does not result from an act between the Cardholder and the Sub-merchant; (m) interchange any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to the Sub-merchant, irrespective of Cardholder approval. or (n) bill or collect from any Cardmember for any purchase or payment on the Card unless Chargeback has been exercised, the Sub-merchant has fully paid for such Charge, and it otherwise has the right to do so.

6. **Parties to the Agreement; Entire Agreement.** This Agreement constitutes the agreement required by the Processing Agreement between Provider and its sub-merchants. In addition, the Sub-merchant may be required under the Processing Agreement to enter into a direct processing agreement with Processor ("Direct Processing Agreement") as set forth in Section 4.1 of this Agreement. This Agreement and the Direct Processing Agreement, if applicable, shall constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement shall not be superseded or replaced by the Direct Processing Agreement. In the event of a conflict between the terms of this Agreement and the Direct Processing Agreement, the terms of the Direct Processing Agreement shall control.
7. **Representations and Warranties; Authorization.** Sub-merchant hereby represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary appropriate authorizing actions of Sub-merchant; that the execution, delivery and performance of this Agreement will not contravene any applicable by-law, corporate charter, partnership or joint venture agreement, law, regulation, order or judgment involving Sub-merchant; that the execution, delivery and performance of the Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which Sub-merchant is bound; that the Agreement is valid and enforceable in accordance with its terms against Sub-merchant as if each Sub-merchant had signed the Agreement; and that Sub-merchant will be bound by any amendments and modifications to the Agreement agreed to by Provider.
8. **Data Security and Privacy.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Operating Regulations, the Payment Card Industry Data Security Standards ("PCI-DSS"), the VISA Cardholder Information Security Program ("CISP"), the MasterCard Site Data Protection Program ("SDP"), and (where applicable), the PCI Security Standards Council, Visa, and MasterCard PA-DSS ("Payment Application Data Security Standards") (collectively, the "Security Guidelines"). Sub-merchant may review the VISA, MasterCard, American Express and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa.com/customers/> and [www.mastercard.com/us/Sub-merchant/](http://www.mastercard.com/us/Sub-merchant/) and [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide) and [www.discovernetwork.com/customers/](http://www.discovernetwork.com/customers/). Sub-merchant will comply with the Card acceptance and website requirements set forth in the Operating Regulations. Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of foreign Assets control ("OFAC") and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers. Sub-merchant represents to Provider that it does not have access to Card information (such as the Cardholder's account number, expiration date, and CVV2) and will not request access to such Card information from Provider. In the event that Sub-merchant receives such Card or other personal information of its customers in connection with the processing services provided under this Agreement, Sub-merchant agrees that it will not use it for any fraudulent purpose or in violation of any Card Organization Rules, including but not limited to PCI-DSS or Applicable Laws. If at any time Sub-merchant believes that customer personal information has been compromised, Sub-merchant must notify us promptly and assist in providing notification to the proper parties. Sub-merchant must ensure compliance by itself and any third party service provider utilized by Sub-merchant, with all security standards and guidelines that are applicable to Sub-merchant and published from time to time. Provider will not be responsible for unauthorized use or access to customer's personal information or financial data by Sub-merchant, Sub-merchant's employees, or any other party associated with Sub-merchant, except to the extent such use or access is due to Provider's fault or negligence. If any Card Organization requires an audit of Sub-merchant due to a data security compromise event or suspected event, Sub-merchant agrees to cooperate with such audit. Sub-merchant may not use any Card information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to Sub-merchant, or as specifically allowed by Card Organization Rules, Operating Regulations, or as required by law. Provider may use any and all information gathered in the performance of the Services or the operation of the Website in accordance with its Privacy Policy. In addition, Sub-merchant agrees that Provider may use such information for any lawful purpose including marketing and deriving statistics regarding its Website and the Services.
9. **Modification of this Agreement or the Services.** Provider may from time to time without prior notice amend or modify this Agreement or the Services and Website, including without limitation a change to the pricing, terms or products offered; provided, however, that Provider will not modify the Services in a manner that would, in its sole discretion, significantly adversely affect Sub-merchant's use thereof, without providing at least ten days' prior notice to Provider of any such modification. Such notice may be made by means of email or a posting on the Website. Sub-merchant's continued use of the Services following notification of any change or amendment to this Agreement or the Services shall be evidence of its consent and agreement to the modification and/or amendment. Posting notice of any modification or amendment on the Website shall be deemed adequate notification.
10. **Fees.** Sub-merchant shall pay the fees as described and in the amounts set forth in the Application, if any. Customers of Sub-merchant may be required to pay fees in order to make online Payments, if provided for in the enrollment documentation for the Services. Sub-merchant is responsible for disclosing all customer-paid fees to customers. If a dispute arises related to non-disclosure of customer-paid fees, Sub-merchant shall be liable to Provider for the full transaction amount including fees or charges for facilitating the payment of amounts due to Sub-merchant, as Provider may determine in its sole discretion. Provider may grant or deny to customers the ability to use the Provider Services for any reason in its sole discretion. Provider reserves the right to modify and amend all fees payable for the Services upon ten days' notice to Sub-merchant.

11. Term and Termination.

11.1. This Agreement shall commence on the Effective Date and shall continue until terminated as set forth below.

11.2. Notwithstanding the foregoing, Provider may immediately cease providing Services and/or terminate this Agreement without notice if: (i) Sub-merchant fails to pay any amount to Provider or Processor when due, (ii) Provider has received a request from Processor, Member Bank, or the Associations to terminate this Agreement; (iii) Provider believes that the provision of a service to Sub-merchant may be a violation of the Operating Regulations or any Applicable Laws; (iv) Provider believes that Sub-merchant has violated or is likely to violate the Operating Regulations or Applicable Law; (v) Provider determines that Sub-merchant poses a financial or regulatory risk to Provider or an Association, (vi) the Processing Agreement is terminated for any reason; (vii) any Association deregisters Provider; (viii) Processor or Member Bank ceases to be a member of or to participate in programs affiliated with the Associations that permit them to offer the Services; (ix) Provider fails to have the required licenses or registrations, or is the subject of any regulatory enforcement action in connection with any Applicable Law.

12. Disclaimer, Limitation of Liability.

12.1. Sub-merchant agrees to notify Provider by a written communication with Provider of any alleged breach by Processor of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach. Sub-merchant hereby authorizes Provider to assert any such claim against Processor on its behalf, and to take all steps deemed necessary or appropriate in connection with such claim.

12.2. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SUB-MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Provider arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. Neither Processor, Sub-merchant Bank, nor Provider shall be deemed to be in default under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Services resulting, directly or indirectly, from a Force Majeure Event. Upon such an occurrence, performance by Processor, Member Bank and Provider shall be excused until the cause for the delay has been removed and Processor, Sub-merchant Bank, and Provider have had a reasonable time to again provide the Services. No cause of action, regardless of form, shall be brought by either party more than 1 year after the cause of action arose, other than one for the nonpayment of fees and amounts due Provide under this Agreement. Any restriction on Provider' liability under this Agreement shall apply in the same manner to Processor and Member Bank.

12.3. Sub-merchant acknowledges and agrees that: (i) Sub-merchant's receipt of Payments are transactions between Sub-merchant and the relevant Payor who is a customer of Sub-merchant and not with Provider or any of Provider' affiliates; (ii) Provider is a Payment Facilitator for Sub-merchant and is not a party to any transaction; and (iii) funds processed by Processor or its service providers (including any bank service providers) in connection with the processing of Payments are not deposit obligations and are not insured for Sub-merchant's benefit by any governmental agency.

13. Modification of this Agreement or the Services. Provider may from time to time without prior notice amend or modify this Agreement or the Services and Website, including without limitation a change to the pricing, terms or products offered; provided, however, that Provider will not modify the Services in a manner that would, in its sole discretion, significantly adversely affect Sub-merchant's use thereof, without providing at least ten days' prior notice to Sub-merchant of any such modification. Such notice may be made by means of email or a posting on the Website. Sub-merchant's continued use of the Services following notification of any change or amendment to this Agreement or the Services shall be evidence of its consent and agreement to the modification and/or amendment. Posting notice of any modification or amendment on the Website shall be deemed adequate notification.

14. Miscellaneous. At any reasonable time upon reasonable notice to Sub-merchant, Sub-merchant shall allow auditors, including the auditors of Provider, any Association or any third party designated by Provider, Processor or the applicable Association, to review the files held and the procedures followed by Sub-merchant at any or all of Sub-merchant's offices or places of business relating to this Agreement. Provider may amend this Agreement upon notice to Sub-merchant in accordance with Provider' standard operating procedures. This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Tennessee without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Provider and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provisions will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio banking corporation, located in Cincinnati, Ohio. The Member Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to Provider or Sub-merchant.

**Sub-merchant:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Provider:**

By: \_\_\_\_\_

Name: Paul Maple

Title: General Counsel & Secretary



## APPENDIX A DEFINITIONS

Definitions. As used in the Agreement, the following terms mean as follows:

"Application" means the application for the Services, Credit Card Processing Form, or other documentation required by Provider and completed and delivered by Sub-merchant as a prerequisite for participating in the Services.

"Applicable Laws" shall mean all applicable state, federal, and local laws, rules and regulations, including without limitation, the Bank Secrecy Act, the implementing regulations issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission, as well as any and all other federal and state anti-money laundering laws and regulations.

"Bank Account" shall mean the Sub-merchant's bank account identified in its Application or other documentation provided to Provider to set up the Services.

"Cardholder" shall mean any person authorized to use a Card or the accounts established in connection with a Card.

"Cards" shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a Cardholder or other forms of payment accepted by Processor, for which pricing is set forth in the account opening documentation.

"Force Majeure Event" shall mean errors in data provided by Sub-merchant or others, labor disputes, fire, weather or other casualty, power outages, and funding delays, however caused, governmental orders or regulations, or any other cause, whether similar or dissimilar to the foregoing, beyond Processor's, Member Bank's, or Provider's reasonable control.

"Gateway Services" means the delivery of payment transaction authorization and settlement data to and from Merchants and transaction processors, and related services provided by Reseller.

"Instruction Based Funding" shall mean the process for funding Sub-merchant's transactions, as more fully described in Attachment A.

"Sub-merchant Supplier" shall mean a third party other than Processor used by Sub-merchant or a Provider in connection with the Services received hereunder, including but not limited to, Sub-merchant's software providers, equipment providers, and/or third party processors.

"Operating Regulations" shall mean the by-laws, operating regulations and/or all other rules, guidelines, policies and procedures of VISA, MasterCard, Discover, and/or Other Networks, and all other applicable rules, regulations and requirements of Processor, Member Bank, Provider, banks, institutions, organizations, associations, or networks which govern or affect any services provided under this Agreement, and all state and federal laws, rules and regulations which govern or otherwise affect the activities of Provider, including, but not limited to, those of the National Automated Clearing House Association ("NACHA") and the Federal Trade Commission ("FTC"), as any or all of the foregoing may be amended and in effect from time to time.

"Other Network" shall mean any funds transfer network, including without limitation the network operated by NACHA, or card association other than VISA, MasterCard, or Discover that is identified in the Price Schedule or any subsequent amendment to this Agreement and in which Provider participates pursuant to the Processing Agreement.

"Payments" shall mean payments initiated by Payors using a Card or by means of ACH transfer.

"Payment Facilitator" shall have the meaning given that term in the Operating Regulations.

"Payment Processing" shall mean the process for funding Sub-merchant's customer's sales transactions, as more fully described in Attachment A.

"Payor" shall mean any customer of Sub-merchant who authorizes a payment to Sub-merchant, or who authorizes Sub-merchant to initiate a payment to the credit of Sub-merchant's account, and for purposes hereof, "Payor" shall include a Cardholder.

"PSP" shall mean Payment Service Provider, as defined in the Operating Regulations.

"Rules Summary" shall mean the Processor's Bank Card Sub-merchant Rules and Regulations, as amended from time to time, which are at all times consistent with the Operating Regulations.

"Services" shall mean any and all services described in, and provided by Provider to Sub-merchant in support of Sub-merchant's role as a Provider or PSP, as defined in the Operating Regulations.



## ATTACHMENT A PAYMENT PROCESSING

A. Sub-merchant agrees that it will take all steps necessary to assist Provider in complying with its obligations under the Operating Regulations and Applicable Laws related to the settlement of sales transactions, including but not limited to filing of quarterly or other reports required under the Operating Regulations.

The Associations make excerpts of their Operating Regulations available online, including via:

<https://www.mastercard.us/en-us/business/overview/support/rules.html>

<https://usa.visa.com/support/consumer/visa-rules.html>

<https://www.americanexpress.com/merchantopguide>

[https://www.discoverglobalnetwork.com/content/dam/discover/en\\_us/dgn/pdfs/MIT-Implementation-Guide.pdf](https://www.discoverglobalnetwork.com/content/dam/discover/en_us/dgn/pdfs/MIT-Implementation-Guide.pdf)

Each applicable Association's complete Operating Regulations are incorporated by reference into this Agreement and will control with respect to any conflict in terms between this Agreement and such Operating Regulations. Sub-merchant will not discriminate against Cards or Issuers (e.g., limited acceptance options) except in full compliance with the Operating Regulations and will comply with all Operating Regulations, applicable laws, and regulations related to its business operations, PCI-DSS obligations, the use of an Association's marks, and each transaction acquired hereunder. Sub-merchant expressly agrees that it will accept Cards and protect, utilize, or restrict transaction data, including the magnetic stripe and CVV2, in accordance with the terms of this Agreement, applicable law or regulation, and the Operating Regulations and will cooperate with any audit requested by an Association until such audit is completed.

In addition to complying with each Association's obligations or prohibitions related to acceptance, disbursement, or resubmission of a transaction, Sub-merchant may not submit any illegal, fraudulent, or unauthorized transaction and shall only submit transactions for the sale of its own goods or services, and not any other person or company, and may not receive payment on behalf of or, unless authorized by law, redirect payments to any other party. Sub-merchant covenants that it is not a third-party beneficiary under any agreement with an Association, however, an Association may be a third-party beneficiary of this Agreement and shall have the rights, but not any obligation, necessary to fully enforce the terms of this Agreement against the Sub-merchant.

B. Sub-merchant will establish and maintain its Bank Account with a financial institution to credit the payments and fees Sub-merchant charges its customers. Sub-merchant authorizes Processor and Member Bank to initiate and make transfers to the Bank Account to effect the transactions contemplated by this Agreement ("Payments").

C. During the term of this Agreement and for no less than one year thereafter, Sub-merchant will maintain a positive balance in the Bank Account at all times sufficient to accommodate all funding required by this Agreement. If at any time a deficit balance exists in the Bank Account, Provider shall give Sub-merchant written notice of such deficit and Sub-merchant shall have two (2) business days to cure such deficit and Provider reserves the right to require that Sub-merchant maintain a minimum balance in the Bank Account in an amount to be reasonably determined by Provider. Any fees, interest expenses or other expenses with respect to the Bank Account will be the sole responsibility of Sub-merchant and will be paid directly by Sub-merchant.

D. Processor may limit Sub-merchant's eCheck activity under this Agreement if necessary to maintain such limit. Sub-merchant acknowledges and agrees that Provider may at any time determine to restrict the amount or type of transactions Provider or Processor is willing to accept based on standards established and administered by Processor in its sole discretion. Processor and/or Member Bank may reject any ACH entry ("Entry") which does not comply with the requirements of this Agreement, the NACHA Operating Regulations, Applicable Law or Member Bank's or Processor's requirements and specifications.

E. The terms of this Attachment A do not modify Sub-merchant's due diligence obligations, including, without limitation, Sub-merchant's responsibility to satisfy all applicable anti-money laundering (AML) policies. Sub-merchant will ensure that each customer authorizes Processor to initiate credit and debit ACH entries to the customer's Bank Account.

F. Each time Sub-merchant transmits an Entry to Processor or Member Bank, Sub-merchant represents and warrants to Processor and Member Bank that:

- (1) The Originator has authorized Sub-merchant to transmit Entries to Processor and Member Bank on behalf of Sub-merchant, in a manner that complies with the NACHA Operating Regulations, for processing and transmittal by Processor and Member Bank through the ACH system, which authorization has not been terminated and is in full force and effect, and Sub-merchant has agreed to make payment for any credit Entries originated and for any debit Entries returned by the RDFI;
- (2) Sub-merchant agrees to be bound by the NACHA Operating Regulations and to not initiate transactions in violation of United States law, and agrees to assume the responsibilities and perform the obligations of an Originator under the NACHA Operating Regulations;
- (3) Each Receiver of an Entry has authorized, in a manner that complies with the requirements of the Operating Regulations, Sub-merchant, or an agent of Sub-merchant, to initiate the Entry, and no such authorization has been revoked;
- (4) Sub-merchant has no knowledge of the revocation of the Receiver's authorization or the termination

- of the agreement between the RDFI and the Receiver concerning the Entry; and\
- (5) The Entry accurately reflects the entry data furnished to Sub-merchant and does not violate any agreement between Originator and Sub-merchant.

G. In the event the Sub-merchant accepts American Express, Sub-merchant agrees:

- (1) To comply with, and accept Cards in accordance with, the terms of its Provider Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time.
- (2) That the American Express Merchant Operating Guide is incorporated by reference into the Provider Merchant Agreement. (available here: [https://icm.aexp-static.com/content/dam/gms/en\\_us/optblue/us-mog.pdf](https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf)). Sub-merchant expressly authorizes payment facilitator to submit transactions to, and receive settlement from, American Express on behalf of the Sub-merchant.
- (3) To American Express disclosures and consents necessary for (i) Provider to collect and disclose Transaction Data, Sub-merchant Data, and other information about the Sub-merchant to American Express; and (ii) American Express to use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the Program Agreement, and important transactional or relationship communications from American Express.
- (4) To provide a marketing opt-out mechanism for Sub-merchants. Such mechanism should contain a clear disclosure to Sub-merchant that opting-out of marketing messages will not preclude them from receiving important transactional or relationship communications from American Express.
- (5) It may be converted from the Program to a direct Card acceptance relationship with American Express if and when it becomes a High CV Merchant in accordance with Section 10.5, "High CV Merchant Conversions".
- (6) That, upon conversion, (i) the Sub-merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Sub-merchant for Card acceptance.
- (7) It shall not assign to any third party any payments due to it under their respective Provider Merchant Agreement, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Sub-merchant may sell and assign future Transaction receivables to payment facilitator, its affiliated entities and/ or any other cash advance funding source that partners with payment facilitator or its affiliated entities, without consent of American Express.
- (8) American Express is an intended third-party beneficiary of the rights, but not obligations, of the Provider Merchant Agreement and that American Express may directly enforce the terms of the Provider Merchant Agreement against the Sub-merchant.
- (9) Sub-merchant may opt out of accepting Cards at any time without directly or indirectly affecting its rights to accept Other Payment Products.
- (10) Provider has the right to terminate the Sub-merchant's right to accept Cards if it breaches any of the provisions in this Section or the American Express Merchant Operating Guide.
- (11) Provider has the right to immediately terminate a Sub-merchant for cause or fraudulent or other activity, or upon American Express' request.
- (12) To maintain refund policies for purchases on the Card must that are at least as favorable as its refund policy for purchases on any Other Payment Products, and the refund policy be disclosed to Cardmembers at the time of purchase and in compliance with Applicable Law.

- NOTE: American Express may use the information obtained in the Sub-merchant application at the time of setup to screen, communicate, and/or monitor Sub-merchant in connection with Card marketing and administrative purposes.



**APPENDIX B**  
**DIRECT MERCHANT PROCESSING AGREEMENT**

## MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and Sub-merchant ("Sub-merchant") in connection with the agreement between Sub-merchant and i3 Verticals, LLC ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, In consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <https://usa.visa.com/support/small-business/regulations-fees.html> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_



RESOLUTION: 23  
RESOLUTION TITLE: Consent Calendar  
DATE: June 26, 2023  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 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

*Jacob Burton  
Marsha Lynn Epps  
Tyler Houston  
Sharon M. Pack  
Sandra Sullivan  
Lisa M. Weakley*

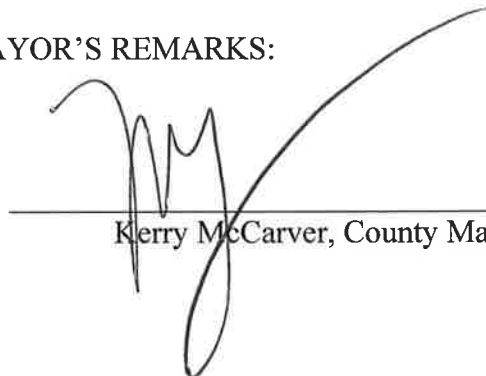
*Larry D. Craig  
Betty Jo Harrell  
Savannah Laine  
Shawn Rider  
Nicole Terwilliger  
Selena R. White*

*Debra K. Dozier  
Marilyn Hulan  
Aaliyah Diane Newcomb  
Selina K. Seabrooks  
Magdalena Van Eeden*

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy 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 30<sup>th</sup> day of June 2023.



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

RESOLUTION: 24  
RESOLUTION TITLE: Adjourn  
DATE: June 26, 2023  
MOTION BY: Mr. Calton Blacker  
SECONDED BY: Mr. Bill Powers

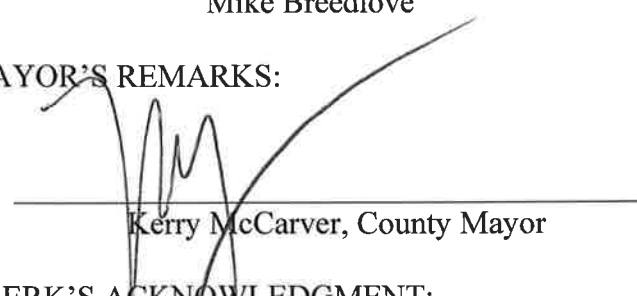
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 26<sup>th</sup> day of June 2023 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 9:22 P.M.

RECORD: Approved by voice vote

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

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 30<sup>th</sup> day of June 2023.



  
Abby Short, County Clerk