

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**April 18, 2022**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on April 18<sup>th</sup>, 2022 in Regular Session. Chairman Mr. Donnie Jordan and County Clerk Ms. Teresa Gupton presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

**COUNTY COMMISSIONERS**

DAVID ANDERSON	DONNIE JORDAN
GARY BINKLEY	WALTER WEAKLEY
ANN JARREAU	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	ED GREER
CONNIE MAYO	RANDY LILES

**PUBLIC FORUM:** Chairman Mr. Donnie Jordan opened Public Forum at 6:02 P.M.

Jim Elmi, a resident at 121 Jupiter Drive and 1120 Lakeside Drive, asked that his property at 1120 Lakeside Drive be fixed to the conditions that it was in before the County Highway Commission dug a hole. Mr. Elmi stated that when it rains, he is unable to get in and out of his property.

James Moore, a resident of Friendship Acres Drive, stated his concern about the speed limit on Friendship Acres Drive. Mr. Moore asked that the speed limit be lowered to 30 miles per hour.

Marshall Sanford, resident of Aberdeen Subdivision, stated his concerns about the nuisance of amplified music in his neighborhood. Mr. Sanford asked that the Sheriff's Department be given the authority to stop the loud music.

Misty Keenan, Director of Commerce, handed out a "Discover Cheatham Guide" and announced there was a "Discover Cheatham" billboard in Cookeville. Ms. Keenan announced a luncheon that will be held at Gateway Church in Ashland City at 11:00 A.M on Thursday April 28<sup>th</sup>, 2022. Ms. Keenan announced her resignation and thanked the commission for their help over the years.

Public Forum closed at 6:22 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Mike Breedlove at 6:22 P.M

Invocation was offered by Mr. Ronnie Barron.

County Clerk Ms. Teresa Gupton called the roll. There being Twelve Commissioners present, Chairman, Mr. Donnie Jordan declared a Quorum. See Resolution 1.

David Anderson	Present	Donnie Jordan	Present
Gary Binkley	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	Ed Greer	Present
Connie Mayo	Present	Randy Liles	Present

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to add the Construction Manager Contract and Environmental Abatement to the Agenda.

Motion approved by voice vote. See Resolution 2.

Motion was made by Mr. Tim Williamson, seconded by Mr. Eugene O. Evans, Sr. to approve the April 18, 2022 Legislative Body Meeting Agenda as amended.

Motion approved by voice vote. See Resolution 3.

Motion was made by Mr. Walter Weakley, seconded by Mr. Tim Williamson to approve the Minutes from the March 21, 2022 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 4.

COMMENTS FROM ELECTED OFFICIALS: Mr. Tim Ray, 3<sup>rd</sup> District School Board member, thanked the commission for everything and invited everyone to the Cheatham County Sports Hall of Fame Open House. The Open House will be held at the Cheatham County Historical Museum behind the Cheatham County Library from 10 A.M to 3 P.M, April 23, 2022.

PUBLIC HEARING: Chairman Mr. Donnie Jordan opened Public Hearing at 6:31 P.M

The following was advertised to be heard:

- 1. Zone change for Jason McGlothorn, from Agriculture to R1 for map 21 Parcel 97. Property is located on Longstreet Ave in the 3<sup>rd</sup> voting district and is not in Special Flood Hazard Area.*

**No one spoke for or against this request.**

Public Hearing closed at 6:31 P.M

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Chris Gilmore, seconded by Ms. Connie Mayo to approve the following Zone Change request for Jason McGlothren, from agriculture to R1 for Map 21 Parcel 97. Property is located on Longstreet Avenue in the 3<sup>rd</sup> voting district and is not in Special Flood Hazard Area.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 5.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

COUNTY MAYOR- MAYOR MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. Ed Greer to approve the following:

- A.) *Terminate lease agreement with Around The Clock Bonding, LLC*
- B.) *Mayor's signature on Ironshore Indemnity Inc Contract, iWorQ Payment Processing for Building and Codes (Pending Attorney's Review), and Applied Digital Solutions Inc. (Pending Attorney's Review)*
- C.) *Agreement Between Tennessee Department of Health and Cheatham County*
- D.) *Agreement with T.W Frierson to be the construction manager for the Cheatham County Jail Project*
- E.) *Agreement with Environmental Abatement, Inc.*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 6.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CAPITAL IMPROVEMENTS – Motion was made by Mr. Gary Binkley, seconded by Mr. David Anderson to approve the Animal Control Building not to exceed (\$20,324.00) 24' x 24' and may proceed with other items provided by estimates on information provided in work session. Documents attached: not to Exceed Total \$46,331.00 plus 10%. The Sheriff's Office Building not to exceed (74,008.00) 40' x 60' and other items provided by estimates on information provided in work session. Documents attached: Not to Exceed Total \$24,311.00 plus 10%.

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Mr. Ed Greer, seconded by Ms. Diana Lovell to approve the following:

*A.) Budget Amendments - County General*

1. *Circuit Court = \$3,213.70*
2. *Sheriff's Department = \$18,700.00*
3. *Cheatham County Library = \$2,649.56*
4. *South Cheatham Library = \$209.00*
5. *Ambulance/Emergency Medical Service = \$112,000.00*
6. *County Buildings = \$24,000.00*
7. *Election Commission = \$15,270.00*
8. *Rabies & Animal Control = \$3,672.72*
9. *Other Emergency Management = \$3,200.00*
10. *Building Codes = \$4,625.00*
11. *Jail = \$900.00*
12. *Probation Services = \$8,300.00*
13. *Other General Administration (Gasoline Fund) = \$70,000.00*

*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	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Budget Committee recommended, motion was made by Mr. Tim Williamson, seconded by Mr. Randy Liles to approve the following:

*A.) Budget Amendments – Highway*

1. *Operation and Maintenance of Equipment = \$66,000.00*
2. *Highway and Bridge Maintenance/Capital Outlay = \$1,000,000.00*

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: Unused budgeted funds and Highway Fund Balance*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

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

- A.) Convenience Centers*  
*1. \$157,648.28*

*Budget Vote: 5 Yes 0 No 0 Absent*  
*Funding Source: Tipping fee revenue and unused budgeted funds*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

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

- A.) Budget Amendments – Other Capital Projects*  
*1. Jail Fund = \$500,000.00*

*Budget Vote: 5 Yes 0 No 0 Absent*  
*Funding Source: Other Capital Projects- Jail Fund Balance*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 11.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Budget Committee recommended, motion was made by Mr. Tim Williamson, seconded by Mr. Chris Gilmore to approve the following:

A.) *Budget Amendments – Education Debt Service*

1. *Buses = \$925,218.00*
2. *Bus Shop = \$1,458,515.00*

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: Education Debt Service Fund Balance*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Budget Committee recommended, motion was made by Mr. Tim Williamson, seconded by Mr. Chris Gilmore to approve the following:

A.) *Budget Amendments – School Central Cafeteria*

1. *\$400,000.00.*

*Board of Education Vote: 6 Yes 0 No 0 Absent*

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: School Central Cafeteria Fund*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

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

A.) *Capital Outlay Note Request – School Laptops*

1. *\$200,000.00*

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

*Budget Vote: 5 Yes 0 No 0 Absent*

*Funding Source: Note Proceeds*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

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

- A.) Highway Surplus Items
- B.) Drug Control Fund Surplus
- C.) Petition to transfer ownership of firearms

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 15.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

ROAD AND BRIDGE – Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to reduce the speed limit on Charlie Reed Road from 45 to 25 miles per hour and to reduce the speed limit on Friendship Acres from 40 to 30 miles per hour.

Motion approved by voice vote. See Resolution 16.

### CONSENT CALENDAR

Motion was made by Mr. Tim Williamson, seconded by Ms. Diana Lovell to approve the following consent Agenda:

*Consent / Information:*

1. Sheriff
2. UT Extension
3. Veterans Service

4. Beer Board
5. Education

*Did not meet*  
*Approved information in Budget*

- |                                   |                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. <i>Emergency Services</i>      | <i>5 year and 10-year plan for increase in ambulance service</i>                                                                                                                                                                                                                                                                |
| 7. <i>County Records</i>          | <i>No Meeting</i>                                                                                                                                                                                                                                                                                                               |
| 8. <i>Technical Committee</i>     | <i>No Report</i>                                                                                                                                                                                                                                                                                                                |
| 9. <i>Road &amp; Bridge</i>       | <i>Reduce speed on Charlie Reed Road from 45 to 25 miles per hours. Reduce the speed on Friendship Acres Road from 40 to 30 miles per hour. Discussed speed bumps.</i>                                                                                                                                                          |
| 10. <i>Industrial Development</i> | <i>No Report</i>                                                                                                                                                                                                                                                                                                                |
| 11. <i>Calendar and Rules</i>     | <p><i>A. Discussion of shooting guns in subdivisions, no resolution reached.</i></p> <p><i>B. Dogs barking, Sheriff's Department is going to use the resolution on the books to try to resolve the problem.</i></p> <p><i>C. Discussed naming of National Guard Armory. State Legislature working on this Proclamation.</i></p> |

Notaries

<i>Joyce A. Bennett</i>	<i>Austin H. Estes</i>	<i>Tina M. Terry</i>
<i>Matthew Johnson</i>	<i>Tara Lee</i>	<i>Whitney Morrow</i>
<i>Krystal M. Naemry</i>	<i>Holly Novek</i>	<i>Amanda Pentecost</i>
<i>Reba Peters</i>	<i>Melody M. Sleeper</i>	<i>Corey Jean Swanson</i>
<i>Frannie Sawyer</i>	<i>James Weaver</i>	<i>William Webb</i>

Motion approved by voice vote. See Resolution 17.

Motion was made by Mr. Gary Binkley, seconded by Mr. Walter Weakley to adjourn at 7:01 P.M.

Motion approved by voice vote. See Resolution 18.

*Jerusa Dupton*  
 \_\_\_\_\_  
 County Clerk

\_\_\_\_\_  
 Legislative Body Chairman





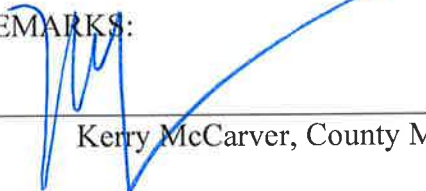
RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: April 18, 2022  
MOTION BY:  
SECONDED BY:  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Twelve Commissioners present a quorum is declared.

RECORD:

David Anderson	Present	Donnie Jordan	Present
Gary Binkley	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	Ed Greer	Present
Connie Mayo	Present	Randy Liles	Present

CHEATHAM COUNTY MAYOR'S REMARKS:


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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.



  
\_\_\_\_\_  
Teresa Gupton, County Clerk

RESOLUTION: 2  
RESOLUTION TITLE: To Add Construction Manager Contract And Environmental Abatement To The Agenda  
DATE: April 18, 2022  
MOTION BY: Mr. David Anderson  
SECONDED BY: Ms. Diana Lovell

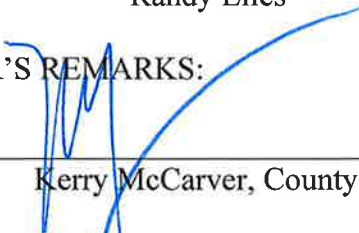
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the adding of Construction Manager Contract and Environmental Abatement to the agenda for April 18<sup>th</sup>, 2022.

RECORD: Approved by voice vote.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

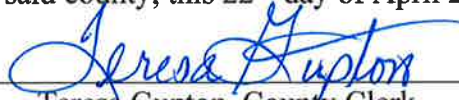
CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
Teresa Gupton, County Clerk



RESOLUTION: 3  
RESOLUTION TITLE: To Approve Agenda As Amended  
DATE: April 18, 2022  
MOTION BY: Mr. Tim Williamson  
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 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the April 18, 2022 Legislative Body meeting is approved as amended.

RECORD: Approved by voice vote.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

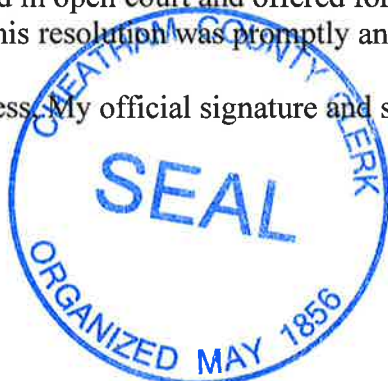
CHEATHAM COUNTY MAYOR'S REMARKS:

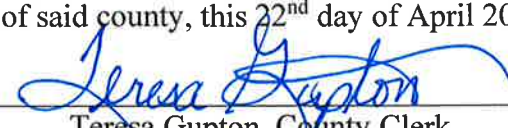
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.



  
\_\_\_\_\_  
Teresa Gupton, County Clerk

RESOLUTION: 4  
RESOLUTION TITLE: To Approve Minutes  
DATE: April 18, 2022  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Tim Williamson

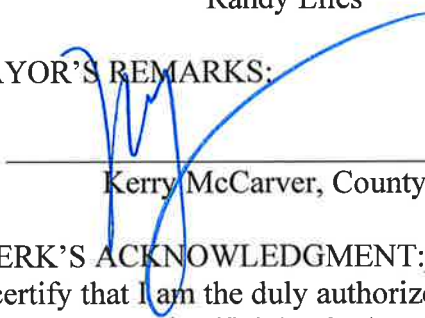
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the March 21, 2022 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
Teresa Gupton, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: To Approve A Zone Change Request From Agriculture To R1 For Map 21 Parcel 97 On Longstreet Avenue

DATE: April 18, 2022

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Ms. Connie Mayo

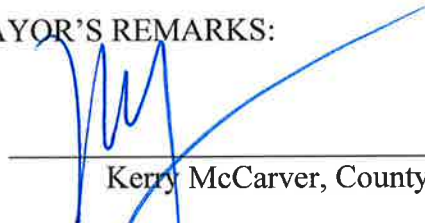
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Jason McGlothren, from agriculture to R1 for Map 21 Parcel 97. The property is located on Longstreet Avenue in the 3<sup>rd</sup> voting district and is not in Special Flood Hazard Area.

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

*Teresa Gupton*  
Teresa Gupton, County Clerk





RESOLUTION: 6 (A)

RESOLUTION TITLE: To Approve The Termination Of The Lease Agreement With Around The Clock Bonding LLC

DATE: April 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Ed Greer

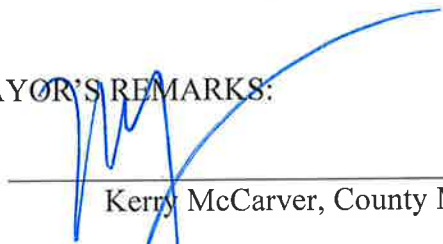
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve terminating the lease agreement with Around The Clock Bonding LLC.

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
Teresa Gupton, County Clerk



RESOLUTION: 6 (B)

RESOLUTION TITLE: To Approve The Mayor's Signature On Ironshore Indemnity Inc. Contract, iWorQ Payment Processing For Building And Codes, And Applied Digital Solutions, Inc.

DATE: April 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Ed Greer

COMPLETED RESOLUTION:

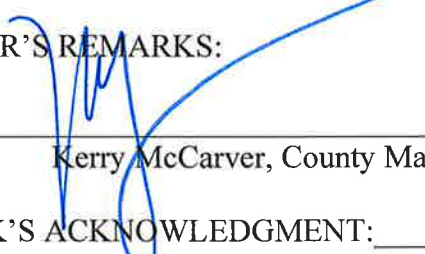
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Ironshore Indemnity Inc. Contract, iWorQ Payment Processing for Building and Codes (Pending Attorney's approval), and Applied Digital Solutions Inc. (Pending Attorney's review).

*Copy of contracts attached.*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
\_\_\_\_\_  
Teresa Gupton, County Clerk





**IRONSHORE INDEMNITY INC.**

P.O. Box 3407  
New York, NY 10008  
(877) IRON411

**APPLICATION FOR STOP LOSS INSURANCE**

**Application Instructions:**

1. Whenever used in this Application, Ironshore Indemnity Inc. shall mean (The Company).
2. Whenever used in this Application, the term 'Applicant' shall mean the insured and all subsidiaries.
3. Include all requested underwriting information and attachments. Provide a complete response to all questions and attach additional pages if necessary.

1. Name of Applicant (Plan Sponsor): Cheatham County, TN Government  
(Full Legal Name)

Street Address: 200 Court Square  
City: Ashland City State: TN Zip: 37015 Telephone:

Name and Telephone of Primary Contact: J.J. Hannah Telephone:

Federal Employer's Tax I.D. #: 62-6000526 Number of Years in Business:

Corporation  Partnership  Proprietorship  Other

2. Insurance/Business Type and Description: Correctional Institutions SIC Code: 9223

3. Name and Addresses of Subsidiaries to be covered:

Name:	Type of Business:	Relationship:	Address (City, ST, ZIP):	Number of Employees:
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4. Number of Employees at all Locations listed above:

Active  COBRA  Retirees  Disables

Composite: 25

COBRA Continuees: n/a  
Retirees: n/a

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5. Name of Administrator: Consociate Group  
Tax I.D. #: 37-1351918  
Street Address: 111 East Decatur Street  
City: Decatur State: IL Zip: 62525

6. Proposed Effective Date of Policy: March 01, 2022

Policy Year Requested:  
From 03/01/2022 to 03/01/2023 both days at 12:01 am at the principal address of the insured.

Hospital domestic (inpatient) charge reimbursement limitations apply. n/a

7. Full Name of Employee Welfare Benefit Plan: Cheatham County, TN Government Inmate Medical Benefit Plan.

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**A. AGGREGATE STOP LOSS INSURANCE**

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8. Requested Under the Policy:  Yes  No

BENEFITS TO BE INCLUDED:

<input type="checkbox"/> Medical	<input type="checkbox"/> Vision
<input type="checkbox"/> Prescription Drug (Major Med)	<input type="checkbox"/> Weekly Income
<input type="checkbox"/> Prescription Drug Card	<input type="checkbox"/> Other: _____

---

9. Policy Basis/Benefit Period for Aggregate Stop Loss Insurance (check one):  
 12/12  15/12  paid  12/15  other:

Eligible Expenses Incurred From n/a through n/a; and Eligible Expenses Paid from n/a through n/a.

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10. Aggregate Stop Loss Premium Rates Per Covered Unit:

Annual aggregate premium:

Monthly Aggregate Accommodation Endorsement:  
Included Additional Premium: n/a

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11. Aggregate monthly factors:

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12. Maximum Aggregate Benefit:

Minimum Annual Aggregate Attachment Point:

Claim Limit Per Covered Person

Claims Incurred Prior to the Effective Date Are Limited to:

Benefit percentage payable:

**B: SPECIFIC STOP LOSS INSURANCE**

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13. Requested Under the Policy:  Yes  No

Benefits To Be Included:

Medical  Prescription Drugs  Prescriptions (Maj Med)  Other: \_\_\_\_\_

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14. Policy Basis/Benefit Period for Specific Stop Loss Insurance (check one):

12/12  15/12  paid  12/15  other: 12/18

Eligible Expenses Incurred From 03/01/2022 through 02/28/2023; and Eligible Expenses Paid from 03/01/2022 through 08/31/2023.

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15. Specific Deductible per covered:  Person  Family \$10,000

Aggregating Specific Deductible: n/a  Entire Group  Named Individuals Only

Maximum Specific Benefit minus the deductible per Covered Person per Lifetime: \$240,000

Run-in Limit (if applicable): n/a

Benefit percentage payable: 100%

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16. Separate Individual Specific Deductibles:

None

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17. Specific monthly premium rates:

Composite: \$6.60 Per Inmate Per Day

Annual specific premium: \$60,225

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18. Additional options requested and included in premiums stated above:

- |                                                                 |                                                                   |
|-----------------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> Organ transplant carved out            | <input type="checkbox"/> Specific Transplant Step-Down Deductible |
| <input type="checkbox"/> ASO Specific Terminal Liability Option | <input type="checkbox"/> Specific Transplant Critical Care        |
| <input type="checkbox"/> Aggregate Terminal Liability Option    | <input type="checkbox"/> Family Specific Deductible               |
| <input type="checkbox"/> Other _____                            | <input type="checkbox"/> None                                     |

19. Special Limitations

Specific: County must remit premium for a minimum of 25 inmates per day.

Coverage for HIV and maternity coverage are excluded.

Coverage for mental & nervous and substance abuse disorders are included.

Excess loss coverage will begin once the inmate has been booked and incarcerated as defined in the Statement of Inmate Medical Benefits.

Aggregate: n/a

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20. Initial premium deposit of \$ is enclosed to apply to the first payment under the Policy, if issued, subject to the requirements below. If the application is not accepted, the deposit will be returned.

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It is understood and agreed that as a condition precedent to the approval of the Application that:

- A. THE APPLICANT AGREES AND ACKNOWLEDGES THAT, DEPENDING UPON THE COVERAGE SELECTED AND THE TERMS OF ANY EXPIRING COVERAGE OR COVERAGE THE APPLICANT MAY ELECT IN THE FUTURE, THE APPLICANT MAY EXPERIENCE LOSSES THAT ARE NOT COVERED UNDER THE POLICY, WHEN ISSUED, OR UNDER ANY SUCH PRIOR OR SUBSEQUENT COVERAGE.
- B. Any Stop Loss Insurance resulting from this Application shall be described in and shall be subject to the terms and provisions of the Policy, when issued. Such Policy shall become effective on the date specified in this Application; provided that, including, without limitation: (1) a true and correct Disclosure Statement has been received, (2) the underwriting requirements have been satisfied, (3) the required premiums have been paid, (4) a copy of the executed Plan Document is received and acceptable to the Company pursuant to paragraph C. below, and (5) the Policy has been issued.
- C. The Applicant shall furnish to Ironshore Indemnity Inc. (the Company), for its approval, a copy of the executed employee benefit plan (the Plan Document) describing the benefits provided by the Plan. The Plan Document shall be kept on file in the office of the Company. No Policy will be released nor claim reimbursed until such time as an acceptable Plan Document is received and accepted by the Company. If in the sole judgment of the Company there is a material variance between the provisions of the Plan Document received by the Company, and the Plan provision upon which the terms and rates of the aggregate and specific excess coverage were based, the Company may, at its option, notify the Applicant of such variances and decline to release the Policy until such time as an amended Plan Document is received and accepted.
- D. The Applicant will provide or employ supervision and claim administration facilities acceptable to the Company to administer the Plan Document and to process and pay claims according to the Plan Document.
- E. The receipt by the Company of the initial premium deposit listed in item number [20] of this Application and the deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event that the Company does not approve this Application, its sole obligation shall be to refund the deposit to the Applicant.
- F. The Applicant represents that the statements and declarations made in this Application, the Disclosure Statement, and in the Plan Document referred to in this Application are true and complete and the Policy, when issued, will be issued in reliance upon the truth and completeness of such statements and declarations. The Disclosure Statement, this Application and the Plan shall form a part of the Policy, and the Policy shall constitute all agreements existing between the Applicant and the Company, or any of their respective agents, relating to this



Stop Loss Insurance for which this application is being made.

- G. It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

The Applicant represents that it, directly or through its authorized agent, has read this Application in its entirety and has been given the opportunity to ask any questions it may have. The Applicant further understands that the insurance required does not start unless this Application is approved and accepted by the Company.

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

Applicant's Executive Officer (print): \_\_\_\_\_

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

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

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

Insurance Agency: \_\_\_\_\_

Insurance Agency Taxpayer ID or SSN: \_\_\_\_\_

Licensed Agent's Name (print): \_\_\_\_\_

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

Agent License No. \_\_\_\_\_

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

ACCEPTED BY THE COMPANY:

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

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

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



# Merchant Processing Agreement

ISG Number 4527	Representative Name Brigette Streeper	Representative Number 0010	Authorization Platform TSYS
Referral Partner Number 4527	Referral Partner Name iWorQ		

## 1. Business Information

Doing Business As (DBA) Name		Telephone Number	Fax Number	
Business Street Address		City	State	ZIP Code
Merchant Website (URL)		Type of Products/Services Sold		Years of Operation
Legal Business Name (if different from above)		Taxpayer Identification Number	Contact Email Address	
Billing Street Address (if different from above)		City	State	ZIP Code

Organizational Structure:  Corporation  LLC  Sole Proprietor  S01C  Partnership  Government/Municipality

Due to our Go Green initiative all statements are only available electronically through our partner engage portal at [www.payroc.partnerengage.com](http://www.payroc.partnerengage.com)

## 2. Payment Processing & Sales

Are you a seasonal business?  Yes  No

If yes, what are the months of operation of your business?

JAN  FEB  MAR  APR  MAY  JUN  
 JUL  AUG  SEP  OCT  NOV  DEC

Average Transaction Amount	Highest Transaction Amount		
Average Monthly Volume	Highest Monthly Volume		
EMV/Card Present Swiped	Telephone Order	eCommerce	*Must equal
% +	% +	% =	100 %

## 3. Beneficial Owner / Officer / Principal - Government / Municipality Contact Info to be entered here

Control Owner / Officer / Principal \*Must include all principals owning 25% or greater of entity and at least one individual who significantly controls the legal entity, if any

First Name	Last Name	Date of Birth	SSN	Ownership % *
Home Street Address	City	State	Zip Code	
Email Address	Business Phone Number	Mobile Number		

### Beneficial Owner / Officer / Principal

First Name	Last Name	Date of Birth	SSN	Ownership % (1)
Home Street Address	City	State	Zip Code	
Email Address	Business Phone Number	Mobile Number		

(1) If additional owner / beneficiary disclosure is required please use Additional Owner Addendum

# Merchant Processing Agreement

www.payroc.com 888 477 4510

## 4. ACH Information & Funding Choices

Name on Bank Account	Transit (ABA Routing) Number	Account Number (Credits & Debits)
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name on Bank Account (Debits only, if applicable)	Transit (ABA Routing) Number (Debits only)	Account Number (Debits only)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Funding Choices:  Standard - included in batch fee  Next Day Funding  Per Month  Same Day Money Express<sup>(2)</sup>  Per Month

Please refer to Funding Terms and Conditions in the Terms and Conditions for more detail regarding funding options

(2) 4 a.m. Cut-off CST

## 5. Payment Card Acceptance

### Standard Card Acceptance

Visa Cards
  MasterCard Cards
  Discover Cards
  American Express OptBlue

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Debit Cards ONLY

\*You may select any card type in accordance with Card Networks Operating Regulations

### Specialty Card Acceptance

<b>American Express (retained/ESA)<sup>(3)</sup></b> Existing AMEX Merchant Number <input type="text"/> Per Transaction <input type="text"/>	<b>Electronic Benefits Transfer (EBT)<sup>(3)</sup></b> FNS Number <input type="text"/> Per Transaction <input type="text"/>	<b>PIN-based Debit Pricing<sup>(3)</sup></b> Per Transaction <input type="text"/> Additional Discount (%) <input type="text"/> Debit Monthly Access <input type="text"/>	<b>WrightExpress(WEX)<sup>(3)</sup></b> Existing WEX Merchant Number <input type="text"/> Per Transaction <input type="text"/>
----------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------

(3) Only enabled when per transaction fee is populated above

## 6. Rates & Fees \*Only one pricing option available per application

- Interchange Plus<sup>(4)</sup>
- Tiered
- Flat Rate<sup>(6)</sup>

Regulated Check Card  
 Unregulated Check Card  
 Qualified Rate  
 Mid Qualified Rate  
 Non Qualified Rate  
 Premium Rate

Flat Rate

	Visa/Mastercard/Discover		American Express OptBlue	
	Processor Assessment % on \$ Volume	Per Transaction <sup>(5)</sup>	Processor Assessment % on \$ Volume	Per Transaction <sup>(5)</sup>
Regulated Check Card	%	\$	%	\$
Unregulated Check Card	%	\$	%	\$
Qualified Rate	%	\$	%	\$
Mid Qualified Rate	%	\$	%	\$
Non Qualified Rate	%	\$	%	\$
Premium Rate	%	\$	%	\$
Flat Rate	%	\$		

(4) Only Pricing Model able to use Enhanced Interchange Service Program

(5) Per transaction rate will be applied to each instance of Batch / Authorization Only / Decline in addition to the amounts set forth above you agree to pay Card Network Fees and other fees as set forth in Section 10A of the Terms and Conditions

(6) If Flat Rate Pricing plan selected Processor Assessment on Volume & Per Transaction fees apply to ALL card types and includes: IBX Virtual Terminal & Gateway, Platinum Security/PCI, Monthly Maintenance Fee, Next Day Funding (for qualified merchants only) A monthly minimum charge of \$25 applies to this program. If your processing fees are less than \$25 in any given month, you will be charged the difference between your fees and \$25.

6. Rates & Fees Continued

**Consumer Choice\***  
**Monthly Subscription**  
 \$ \_\_\_\_\_

Merchant authorized % on volume processed <sup>(11)</sup> on non-cash transactions	Merchant authorized charge per transaction <sup>(11)</sup> on non-cash transactions	Discount Rate % on Volume Processed <sup>(11)</sup> to Merchant	Per Transaction <sup>(11)</sup> to Merchant

\* The Consumer Choice Amendment is required in order to complete setup. Only a % or per transaction rate can be assessed. If both fields are filled Processor will default to %, (11) % and Per Transaction deducted daily. PIN Debit is not supported by the Consumer Choice Program.

**RewardPay<sup>(7)</sup>**  
**Monthly Subscription**  
 \$ \_\_\_\_\_

**RewardPay Signature Debit / Prepaid Cards Only**

Choose an Option:

- Interchange Plus<sup>(8)</sup> \_\_\_\_\_ % on debit/prepaid dollar volume + \_\_\_\_\_ per debit/prepaid transaction
- Flat Rate: \_\_\_\_\_ % on debit/prepaid dollar volume + \_\_\_\_\_ per debit/prepaid transaction

**RewardPay Credit Card Fees**

\_\_\_\_\_ % charged to cardholder at point of sale on credit card dollar volume processed<sup>(9)</sup>  No Tips  Prompt For Tip  Tip Adjust

\_\_\_\_\_ % charged to merchant on credit dollar volume processed at month end

(7) PIN Debit not supported by the RewardPay Program.

(8) For Interchange Plus, Merchant also agrees to pay Interchange, Card Network Fees and other fees as set forth in the Terms and Conditions. Per transaction fee will be applied to all transactions including an authorization, batch, authorization only, decline

(9) Cardholder Credit Card charges deducted daily from Merchant Settlement; RewardPay Program is compliant with Card Network surcharge rules and Merchant hereby authorizes Processor or Bank to register Merchant as required by the Card Networks

**CashRewards**  
**Monthly Subscription**  
 \$ \_\_\_\_\_

Your CashRewards Pricing Plan includes all Visa/MasterCard/Discover/American Express OptBlue InterChange and Card Network Fees.

Discount Rate % on Volume Processed <sup>(10)</sup>	Per Transaction <sup>(10)</sup>

(10) Discount Rate % and Per Transaction deducted daily, Monthly Subscription billed monthly

**Municipality**

Service fee includes InterChange and Card Network Fees and other fees as set forth in Section 10L of terms and conditions

A service fee of 3.50 % (\$ 2 minimum) will be assessed to the Cardholder on each transaction.

account is month to month - no ETF

**American Express OptBlue**

By signing below Merchant agrees to accept American Express Transaction Cards (as defined in the Agreement) pursuant to Processor's Direct Settlement Program (the "Processor Amex Program"). Merchant hereby agrees with Processor to be bound by the terms and conditions of Processor Amex Program, which shall include this Agreement, the Terms and Conditions incorporated by reference in this Agreement, the Terms and Conditions for American Express OptBlue, in connection with accepting American Express Transaction Cards. Merchant acknowledges that this agreement regarding the Processor Amex Program is between Processor and Merchant. By checking the box below, Merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Name  Title  Date

Sign Here

I choose to opt out of receiving future commercial marketing communications from American Express

6. Rates & Fees Continued

Account Updater<sup>(12)</sup>

Setup (one-time)

Monthly

Per Update

(12) The Account Updater Amendment is required in order to complete setup.

Mobile Processing

Setup (one time)

Per User

Network Monthly

Per Transaction

Enhanced Interchange Service

Enrollment Fee (one time)

EIS Credit Percentage to Merchant

Local Tax Rate<sup>(13)</sup>

(13) Refer to section 10L of the terms and conditions for details that specify 1.) the monthly calculation of the Enhanced Interchange Service - credit, and, 2.) if the local tax rate is left blank, Merchant authorizes Processor to input the current tax rate from commercially available tax lookup tables using the Merchant's Business Information zip code.

Wireless Processing

Setup (one-time)

Per Transaction

Network Monthly Access

Software Integration

Software Name

Installation, License, Activation (one-time)

Monthly Usage

Per Transaction

Additional User License Fee

Additional Location Fee

Gateway

Gateway Name

Set up (one-time)

Gateway Monthly

Per Transaction

Vault/Tokenization Monthly

Vault/Tokenization Per Transaction

Address Verification (AVS) Per Occurrence

Annual Fee

Bill in  June  November

Regulatory Assistance Program<sup>(14)</sup>

Monthly PCI Non-Compliance

**\$19.99**

Monthly Payroc Advantage<sup>(16)</sup>

(14) Billed annually in March to merchants boarded prior to December 1st of the previous year.

(15) Billed annually on the 3rd month after the merchant's approval date.

(16) Refer to the Payroc Advantage Section in section 10F of the Terms and Conditions.

Early Termination: Refer to Section 15E Terms and Conditions  
PCI Non-Compliance: Refer to Section 3I of the Terms and Conditions

Monthly Online Portal Access

Platinum Security/PCI  \$12.95 Monthly  \$155.40 Annually<sup>(15)</sup>

Monthly Maintenance:  Monthly Minimum:

Voice Authorization Per Occurrence

**\$0.95**

Chargeback Per Occurrence

**\$25.00**

Retrieval Per Occurrence

**\$15.00**

Merchant Acceptance

The undersigned represents and warrants to Processor and Bank that all of the terms and conditions of this Merchant Processing Agreement consisting of this entire document in addition to any other documentation or addendum has been received and reviewed in its entirety, is true and correct, and sets forth the Agreement between Processor, Bank and MERCHANT. Also, the undersigned authorizes Processor and Bank (and their representatives) to investigate the credit of each person listed on the Agreement and represents that the undersigned has the authority to provide information and execute this Agreement with Processor and Bank. Processor and Bank shall accept this Agreement at its offices following underwriting and approval, by the assignment to MERCHANT of a merchant processing identification number. As per Sections 6, 8A and 10A of the Terms and Conditions, by signing the Agreement you hereby authorize Processor and Bank (and its vendors and agents), using the ACH system or other electronic means, to initiate such credit and debit entries to the settlement account (or at any other account maintained by you at any institution that is a receiving member of ACH) all in accordance with this Agreement. This authorization is to remain in effect until such time as all of your obligations to Processor and Bank have been paid in full.

IMPORTANT MEMBER BANK RESPONSIBILITIES:

Member Bank: Fifth Third Bank (see Section 19N of the Terms and Conditions for contact information)

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member must be a principal to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES:

1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargeback below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Please initial to confirm that you have received a copy of the Terms and Conditions and that you consent to receiving electronic 1099-K forms as provided for in Section H(ii) (Terms and Conditions)

Initial Here

\*Processor delivers the Terms and Conditions in your Welcome Kit, which is sent to you via email; the Terms and Conditions are also available at [www.payroc-partnerengage.com](http://www.payroc-partnerengage.com)

Name  Title  Date

Sign Here

Personal Guaranty

The undersigned guarantees to Processor and Bank the performance of this Agreement and any addendum or amendment thereto, including payment of all sums due and any attorneys fees and costs associated with enforcement of the terms thereof. Neither Processor nor Bank shall be required to first proceed against Merchant or enforce any other remedy before proceeding against the undersigned. This is a continuing guarantee and shall not be discharged or affected by death of the undersigned and shall bind the heirs, administrators, representatives, and assigns and may be enforced by or for the benefit of any successor processor. The term of this guarantee shall be for the duration of the Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. This guaranty is subject to, and incorporates herein, the Arbitration provisions set forth in Section 18 of the Terms and Conditions and the miscellaneous provisions, including governing law and venue, set forth in Section 19 of the Terms and Conditions.

Sign Here  Name  Date



Merchant Name: \_\_\_\_\_ App #: \_\_\_\_\_

Teletrain:  PROCESSOR  AGENT

### Terminal Set Up Information

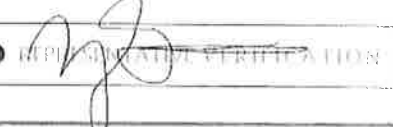
<input type="checkbox"/> Ship <input type="checkbox"/> File Only Quantity _____ Terminal Type: _____	
<input type="checkbox"/> Ship <input type="checkbox"/> File Only Quantity _____ Terminal Type: _____	
Pin Debit: <input type="checkbox"/> Yes <input type="checkbox"/> No Pin Pad: <input type="checkbox"/> Internal <input type="checkbox"/> External Quantity _____ Pin Pad Type: _____	<b>If shipping equipment, Please provide information listed below.</b> Name _____ Phone _____
Connection Type: <input type="checkbox"/> Dial-Up <input type="checkbox"/> Ethernet <input type="checkbox"/> Wireless <input type="checkbox"/> WiFi <input type="checkbox"/> Mobile	Street _____
EBT: <input type="checkbox"/> Yes <input type="checkbox"/> No FNS# _____	City State Zip _____
Application Type: <input type="checkbox"/> No Tip <input type="checkbox"/> Tip Line/Adjustment <input type="checkbox"/> Lodging <input type="checkbox"/> Prompt for Tip <input type="checkbox"/> Quick Pay/QSR <input type="checkbox"/> Fuel	Retail / Moto: <input type="checkbox"/> AVS <input type="checkbox"/> Purchase Card / Level 2 <input type="checkbox"/> Invoice # Prompt <input type="checkbox"/> CVV 2 <input type="checkbox"/> Multi Merchant _____ Parent MID# _____
Payment Terms: <input type="checkbox"/> Sale <input type="checkbox"/> Lease Choose one of the following payment types. <input type="checkbox"/> ACH Merchant <input type="checkbox"/> ACH ISG <input type="checkbox"/> Residual Payment ISG	Restaurant: <input type="checkbox"/> Servers _____ Number of Servers _____ <input type="checkbox"/> Suggested Tip _____ % _____ % _____ %
Receipt Footer: _____	Auto-Close++ <input type="checkbox"/> Time _____ RewardPay _____ %

### VAR / GATEWAY / POS SETUP INFORMATION

VAR Setup: _____ Quantity _____ <b>IBX WITH IWORQ</b> PC/Internet Software Name _____ Version# _____ Gateway/Middleware Name (if Applicable) _____ Version# _____ Direct Reseller Contact Name _____ Phone # _____	<b>Gateway Setup - Virtual Terminal Only</b> Will the cards be present? <input type="checkbox"/> Yes <input type="checkbox"/> No Recurring Billing? <input type="checkbox"/> Yes <input type="checkbox"/> No Card Reader Type _____ Merchant Email _____
Gateway Type: <input type="checkbox"/> IBX <input type="checkbox"/> iTransact <input type="checkbox"/> NMI <input type="checkbox"/> PayTrace <input type="checkbox"/> Auth net <input type="checkbox"/> Other _____	
Primary User Email _____ User Type: Admin Mobile # _____ Carrier _____ <b>Additional Users:</b> Email _____ User Type: Admin/Member Email _____ User Type: Admin/Member Email _____ User Type: Admin/Member Email _____ User Type: Admin/Member <input type="checkbox"/> Customer Vault <input type="checkbox"/> Level 2/3 <input type="checkbox"/> Tax Rate _____ % <input type="checkbox"/> Recurring Billing <input type="checkbox"/> Mobile <input type="checkbox"/> Auto settle time: _____	<b>Gateway Setup</b> <input type="checkbox"/> Processor <input type="checkbox"/> Representative Apply for new account? <input type="checkbox"/> Yes <input type="checkbox"/> No Website: _____ Shopping Cart Name: _____ Merchant Email: _____ Web Developer Name & Phone # _____ Billed By: <input type="checkbox"/> Processor <input type="checkbox"/> 3rd Party Gateway If Billed by 3 <sup>rd</sup> Party: Setup: \$ _____ Monthly: \$ _____ Transaction Fee: \$ _____
<b>Comments:</b> muni set up on IBX - 3.5% or \$2, cross at \$58 send integration to brigette.streper@payroc.com	

#### REPRESENTATIVE VERIFICATION

I certify the information in this Agreement is true and correct to the best of my knowledge and is as represented by the Merchant:

Sign Here  Name **Brigette Streper** Title \_\_\_\_\_



## **MAINTENANCE & SUPPORT AGREEMENT**

### **Introduction**

This agreement describes the levels of maintenance, support and warranty service that Cheatham County Sheriff ("client") will receive from Applied Digital Solutions ("ADS").

### **Purpose**

The client depends on hardware, software and services (together: "the Recording System") that are provided, maintained and supported by ADS. Some of these items are of critical importance to the business. This agreement sets out what levels of availability and support the client is to receive from ADS for the Recording System. This agreement forms an important part of the relationship between the client and the ADS. It aims to enable the two parties to work together effectively.

**Initial Term of Agreement: 3/10/2022**

**Service Level: Enhanced**

**Amount of Initial Term: \$2, 668.59**

**Equipment Covered: See Exhibit A**

### **Payment**

Payment for the Initial Term of Agreement is due to ADS on or before the Start Date. Payment for each year thereafter is due to ADS on or before the first day of the subsequent 12-month period of the Term. No refunds shall be given if Customer cancels or terminates this Agreement during the Term. This Agreement shall automatically renew for a one year Term after each prior Term unless either party provides the other party with written notice at least 60 days prior to the end of the current Term. The fee for a one year renewal of this Agreement will be invoiced upon the automatic renewal of this Agreement for the upcoming successive contract year at ADS's then current annual rates.

### **Scope of Services**

This agreement covers only the hardware, software and services in the attached Exhibit A. This list may be updated at any time, with agreement from both the client and ADS.

ADS will support, maintain and repair covered components of the Recording System on a best efforts basis according to the service level selected. Additional support services include,

- Annual on-site preventive maintenance check;
- Access to 8x5 help desk support for end-users;
- No additional cost for covered parts, travel, or labor; and
- End-user training.



Service Levels:

	<b>Standard</b>	<b>Enhanced</b>
Cost of Service	Annual Fee	Annual Fee
Remote Support Coverage	8:00am-5:00pm, Monday-Friday (excl. major U.S. holidays)	24/7, 365 days
On-Site Support	8:00am-5:00pm, Monday-Friday (excl. major U.S. holidays)	24x7, 365 after remote efforts are unsuccessful. For recorder down service only.
Software Updates & Bug Fixes	Included	Included
Covered Parts, Travel & Labor	Included	Included

Response Times:

	Severity 1: Critical	Severity 2: High	Severity 3: Medium	Severity 4: Low
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On-Site Response Time	24 hours from time remote troubleshooting capabilities are exhausted	48 hours from time remote troubleshooting capabilities are exhausted	5 business days from time remote troubleshooting capabilities are exhausted	By schedule

Definitions:

**Severity 1: Critical** - In a 100% recording environment, any failure of equipment, vendor software, or communications to the products which results in loss of recording channels or data, or if allowed to persist would result in such recording loss.

**Severity 2: High** – Any problem resulting in loss of the ability to retrieve audio or the loss of replay functionality for two or more workstations.

**Severity 3: Medium** – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished product response or performance.

**Severity 4: Low** – Planned intervention or request for information.

Services to be performed by ADS do not include, and ADS shall have no obligation to perform, any of the following:

- Installation or maintenance of wiring, circuits, electrical conduits or devices external to the covered products;
- Relocation or removal of the system;
- Configuration changes, upgrades or damage repair due to external hardware changes, e.g. new phone system, new radio system, additional peripherals

- Data recovery or other services related to virus infection;
- Provision of new equipment or upgrades to existing equipment or operating systems, software or other tools or utilities that may be required in connection with a manufacturer's major software upgrade;
- Support in resolving network, workstation, database, or other errors not directly related to the hardware and software listed in this agreement;
- Repair or replace any hardware, software, or other parts not included in Exhibit A, parts damaged by force majeure events or other causes external to the Covered Products; parts damaged from failure to provide and continually maintain industry accepted/acceptable electrical power, air conditioning and humidity controls in accordance with the product specifications; and
- Service required to repair or restore Covered Products due to alterations or modifications performed by persons other than authorized ADS service representatives.

**Staffing and Availability**

ADS will be staffed by personnel who: (a) have technical expertise, training, and experience working with the products and protocols; (b) provide prompt and professional technical support, regardless of the severity of the problem; and (c) resolve technical problems in a timely manner. Customer acknowledges that services (including but not limited to collection of necessary technical information, troubleshooting and error analysis) will be performed primarily by remote access. In the event that remote access is not available or remote troubleshooting capabilities are exhausted, ADS may choose to dispatch qualified technical resources to help facilitate the troubleshooting efforts. This may result in a charge to Customer for such resources if the problems are determined not to have been caused by Covered Products. These rates will be quoted prior to deployment of ADS resources.

**Signatures:**

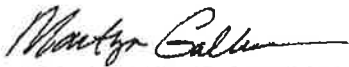
Applied Digital Solutions, Inc.

Cheatham County Sheriff

Martyn Gallus

PRINTED NAME

PRINTED NAME



SIGNATURE

SIGNATURE

12/8/2021

DATE

DATE

**EXHIBIT A**

<b>Serial Number</b>	<b>Product Name</b>	<b>Quantity</b>
MXL0393QDX	IRecord Universe IP Turnkey Recording System (2 Room)	1
	Dome video surveillance network camera, 3-10 mm, Indoor	2
	AX-F1015 Covert Camera for F41 main unit. Varifocal, 1080P, 52° - 97° horizontal field of view. Includes 12mm cable and mounting bracket.	2
	AxIs F41 Main Unit	2
	In-Wall mount kit for F1015 Verifocal Camera Sensor, Almond Plate, Gray Lens	2
	Covert Light Switch Microphone (Omnidirectional, PZM, Zone)	2
	Single Gang Switch Plate w/ Push-Button - Stainless Steel	2
	Relay Output with Digital Input Ethernet ModuleOne relay supports four switches	1
	Optical Breakout Card, Dry Contact. One breakout box per four switches	1
	Black 24" LED Monitor, HDMI, Full HD 1920 x 1080 resolution	1
	Keyboard Mouse Combo, Wireless	1
	Digital Speakers, USB, with stereo sound for multiple devices	1
	CyberPower LCD UPS System, 1000VA/600W, 9 Outlets, AVR, Mini-Tower	1
	10 Port PoE Managed Network Switch, 8 RJ45, 2 Ethernet. (8-Camera max)	1
	16 Port Power Supply (Power Supply for Cameras, Microphones and Accessories)	1

RESOLUTION: 6 (C)  
RESOLUTION TITLE: To Approve The Agreement Between Tennessee Department Of Health And Cheatham County  
DATE: April 18, 2022  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Ed Greer

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, This agreement is entered into this first day of July, 2021, between the Tennessee Department of Health, hereinafter referred to as the STATE and CHEATHAM County, hereinafter referred to as the COUNTY.

WHEREAS, it is the vision of the Tennessee Department of Health to be in the top ten states in the nation for health, and

WHEREAS, it is the mission of the Tennessee Department of Health to protect, promote, and improve the health and prosperity of the people in Tennessee through the prevention of conditions that may be a threat to health, individually and collectively, and through the treatment of conditions that have already affected the health of Tennesseans, and

WHEREAS, TCA 68-2-901, provides a means for a State and County effort to accomplish these mutual goals through the delivery of health services through the local health departments.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. THE COUNTY AGREES:

1. To appropriate a total of \$69,063 for support of the CHEATHAM County Health Department. This amount consists of:

- a. \$36,643 Direct-Local funds (for which the COUNTY shall not be billed); in accordance with Item 3 below.

b. \$32,420 of appropriation for which the COUNTY shall be billed in accordance with Item 3 below.

2. To use revenues generated from the provision of health services toward the support of the County Health Department
3. To pay the STATE biannually one half of the total county funds appropriated for the purposes of this contract as identified in Item 1 (b) above. Payments are to be received by the STATE no later than the last day of January for the first payment, and no later than the last day of April for the second payment (Jan. 31, and Apr. 30 respectively).
4. To report all local expenditures to the STATE quarterly.
5. To submit to the STATE a duly signed and executed county agreement.

**B. THE STATE AGREES:**

1. To provide a total of \$591,780 in support of the CHEATHAM County Health Department.
2. Upon written request, to provide a reporting of all expenditures and revenues.

**C. BOTH PARTIES AGREE:**

1. It is further agreed that the funds shall be used to pay salary, longevity, fringe benefits, travel, meals and/or lodging and other necessary expenses. The salary and travel, meals and/or lodging payments shall be paid in accordance with State regulations, policies and procedures, and subject to funding availability.
2. The term of this agreement will begin July 1, 2021, and shall extend through June 30, 2022.
3. This agreement may be amended in accordance with procedures established by the Commissioner of the Tennessee Department of Health. All amendments must be reduced to writing.

Approved:

\_\_\_\_\_  
County Health Director

\_\_\_\_\_  
Regional Public Health Director

\_\_\_\_\_  
Fiscal Officer of Local  
Appropriating Authority

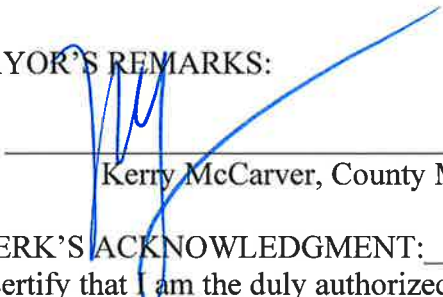
\_\_\_\_\_  
Assistant Commissioner, Community  
Health Services

\_\_\_\_\_  
Commissioner, Department of Health

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
Teresa Gupton, County Clerk



RESOLUTION: 6 (D)  
RESOLUTION TITLE: To Approve The Contract For Environmental Abatement, Inc.  
DATE: April 18, 2022  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Ed Greer

COMPLETED RESOLUTION:

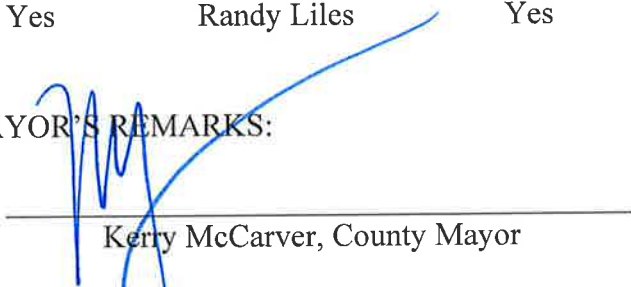
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the contract with Environmental Abatement, Inc.

*A copy of the Agreement is attached.*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
Teresa Gupton, County Clerk



# ENVIRONMENTAL ABATEMENT, INC.

## Subcontract Agreement

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of April 2022.

**BETWEEN** the **Client: Cheatham County Government**, located at 350 Frey Street; Ashland City, Tennessee 37015

and the **Contractor: Environmental Abatement, Inc. (EAI)** located at 340 Rockland Road; Hendersonville, Tennessee 37075

For the following **Project:** Structural demolition of two structures, located at 199 Court Street; Ashland City, TN 37015

**Services/Scope of Work to Be Provided:** *EAI is to provide for the structural demolition of the two existing structures & their associated slabs & footers located at 199 Court Street; one structure is a one-story building, and the other is a two-story as outlined in EAI Proposal 22033. The proposal, attached, will provide the detailed scope of work.*

*Contracted Cost = \$69,750.00.*

Services will include for the furnishing of labor, materials, equipment, transportation and services in connection with the demolition/disposal of the two existing structures & their associated slabs & footers; defined as the Project; and as outlined within the referenced proposal.

- The Client shall cooperate with the Contractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Work. Currently proposed on working days, 7:00 am – 4:30 pm.
- The Client shall not give instructions or orders directly to employees or workman of the Contractor, except to persons designated as authorized representatives of the Contractor (Danny Price – on site superintendent).
- The Contractor shall keep the premises free from accumulation of waste materials caused by operations performed under this agreement.
- Understood the Client will remove those items to be retained prior to EAI initiating our SOW.
- The Contractor warrants to the Client that materials and equipment furnished under this Agreement will be of good quality and that the work of this agreement will be free from defects not inherent in the quality required; *only if applicable to the project. No installation is associated with the Project from EAI.*
- "Contractor shall secure, defend, protect, hold harmless and indemnify the Client and any of their respective agents, servants and employees against any liability, loss, claims, demands, suits, costs, fees and expenses whatsoever arising from bodily injury, sickness, disease (including death resulting there from), of any persons or the damage or destruction of any property, including loss of use, arising out of or in connection with the performance of any work relating to this contract, or based upon any act or omission, negligent or otherwise, of the Contractor or any of its subcontractors, agents, employees or servants. The obligations of indemnification contained herein shall exclude only those matters in which the claim arises out of allegations of the sole negligence of the Client or any of their respective agents, servants and employees."
- Contractor shall furnish Client with a certificate of insurance verifying Workers' Compensation, General Liability and Commercial Automobile insurance coverage. The minimum limits for the subcontractors shall be: Workers' Compensation: Statutory; Automobile: \$1,000,000 Combined Single; General Liability: \$2,000,000 each occurrence / \$2,000,000 aggregate. The General Liability policy shall include Completed Operations coverage.
- "Client shall be added as Additional Insured on Contractors insurance policies providing primary insurance without contribution by the additional insured for all loss, claims, demands, suits, costs, fees, expenses, acts or omissions or any other liability of Additional Insured arising out of the Contractors work performed for the Additional Insured. The Additional Insured Endorsement and/or Agreement will include coverage for On-going operations and Completed Operations. Any insurance maintained by Contractor shall be excess and non-contributory over Contractors insurance. Certificates must list Client as additional insured with a copy of endorsement provided with the certificate."

- All loss or damage to Client's work resulting from cause of Contractor shall be borne by Contractor and shall be at Contractor's sole risk until final acceptance. Contractor shall at all items and at its expense protect all labor, materials, supplies, tools, equipment and completed work at the site against any damage, injury, destruction, theft or loss. Contractor shall at its expense promptly repair or replace damage to work of others, or to the Project Site resulting from its activities or the activities of its employees, agents or independent contractors.
- All work to be furnished by Contractor, and all means, or methods employed in performing such work, must strictly comply with all applicable federal, state and local laws, regulations, statutes, ordinances and directives (hereinafter "Laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said Laws will be furnished against any and all claims, loss of expense caused directly or indirectly by its failure to fully comply within.
- Contractor agrees that the prevention of accidents and injuries to workmen engaged in Subcontract Work is solely Contractor's responsibility. Contractor shall comply with all applicable safety laws and to any safety standards established during the progress of the work by the Contractor as well as any specific site safety standards required/presented by Contractor and/or Project Site Owner.
- Equal Opportunity. During performance, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. Contractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract Documents or in any exhibit attached hereto.
- Performance. Should Contractor fail in any respect to prosecute the work with promptness and diligence or fail to correct defective work promptly, or fail to perform any of the requirements herein, upon written notice, the Client may perform for Contractor and charge all costs to Contractor, including overhead, profit, and attorney's fees. Client shall provide 24-hour notice to Contractor of any default prior to performing work – with expected response within 24-hours by Contractor to correct the performance.
- This agreement shall be construed and governed by the laws of and regulations of the State of Tennessee.
- Termination. Client may terminate this Agreement at any time with or without cause. Termination due to the default of Contractor shall be upon 48 hours written notice, after which time if the default is not cured, Client may employ such means as reasonably necessary to complete Contractor's work and charge all such costs, and any other cost due to the default, to Contractor. In the event of termination without cause, Client shall pay Contractor for all work properly performed prior to the termination along with a reasonable profit on work so completed.
- Payment. Payment is to be made monthly for percentage of project completion and with receipt of Contractor's invoice. Payment is expected within 30 days; with interest accruing daily afterwards. This can be by check or wire transfer.

**CLIENT**  
**Cheatham County Government**

Signature \_\_\_\_\_

\_\_\_\_\_  
 Print Name/Date

**CONTRACTOR**  
**Environmental Abatement, Inc.**

Signature \_\_\_\_\_

\_\_\_\_\_  
 Print Name/Date

RESOLUTION: 6 (E)

RESOLUTION TITLE: To Approve T.W Frierson To Be The Construction Manager Of The Jail Expansion

DATE: April 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Ed Greer

COMPLETED RESOLUTION:

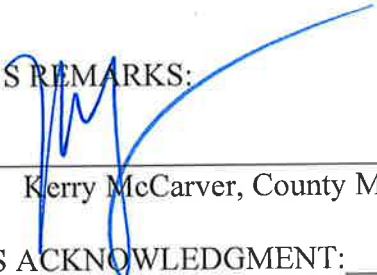
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve T.W Frierson to be the construction manager for the Cheatham County Jail Expansion.

*A copy of the Agreement is attached.*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




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Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
\_\_\_\_\_  
Teresa Gupton, County Clerk



RESOLUTION: 7 (A)  
RESOLUTION TITLE: To Authorize To Proceed With The Cheatham County Animal Control Building Not To Exceed (\$20,324.00)  
DATE: April 18, 2022  
MOTION BY: Mr. Gary Binkley  
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the proceeding of the Cheatham County Animal Control Building 24' x 24' not to exceed (\$20,324.00), and may proceed with other items provided by estimates on information provided in work session. Documents attached: not to exceed total \$46,311.00 plus 10%.

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
Teresa Gupton, County Clerk



RESOLUTION: 7 (B)  
RESOLUTION TITLE: To Authorize The Sheriff's Office Storage Building Not To Exceed (\$74,008.00)  
DATE: April 18, 2022  
MOTION BY: Mr. Gary Binkley  
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the Sheriff's Office 40' x 60' Storage Building not to exceed (\$74,008.00), and other items provided by estimates on information provided in work session. Documents attached: Not to exceed total \$24,311.00 plus 10%.

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

\_\_\_\_\_  
Teresa Gupton, County Clerk



RESOLUTION: 8

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

DATE: April 18, 2022

MOTION BY: Mr. Ed Greer

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments to the County General Fund:

**NOTE: The following amendments are to move funds from a reserve for purchases in the 2021-2022 fiscal year**

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**Circuit Court**

101-34520-03	Restricted for Administration of Justice	\$1,606.85	
101-34520-04	Restricted for Administration of Justice	\$1,606.85	
101-53100-719	Office Equipment		\$3,213.70

*Transfer reserved Data Processing Fees from Circuit Reserve to purchase additional web access and inquiry subscription services for both Circuit and General Sessions Court*

**NOTE: Other amendments**

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**Sheriff's Department**

101-47590	Other Federal through State	\$18,700.00	
101-54110-187	Overtime Pay		\$274.06
101-54110-716	Law Enforcement Equipment		\$18,425.94

*Transfer funds from Tennessee Highway Safety*

*Office Grant to expenditure line to cover payroll for county road block and law enforcement equipment.*

**Cheatham County Library**

101-56500-169-001	Part-Time Personnel	\$2,649.56	
101-56500-307-001	Communication		\$2,649.56

*Transfer unused budgeted funds to cover a shortage in the Communication line due one-time charges for migration.*

**South Cheatham Library**

101-43360	Library Fees	\$209.00	
101-56500-432-002	Library Books/Media		\$209.00

*Transfer Library Fees collected to the Library Books/Media expenditure line.*

**Ambulance/Emergency Medical Services**

101-55130-140	Salary Supplements	\$5,600.00	
101-55130-168	Temporary Personnel	\$6,729.54	
101-55130-169	Part-Time Personnel	\$24,000.00	
101-58600-207	Medical Insurance	\$75,670.46	
101-55130-164	Attendants		\$112,000.00

*Transfer unused budgeted funds to cover a shortage in the EMS Attendants line due to overtime needed.*

**County Buildings**

101-58600-201	Social Security	\$24,000.00	
1101-51800-454	Water and Sewer		\$24,000.00

*Transfer unused budgeted funds to cover a shortage in the Building Maintenance budget due to a water leak issue that rolled over from the prior fiscal year. (the leak has been corrected)*

**Election Commission**

101-58600-201	Social Security	\$15,270.00	
101-51500-349	Printing, Stationary, and Forms		\$3,095.00
101-51500-348	Postal Charges		\$12,175.00

*Transfer unused budgeted funds to mail out 27,500 new voter cards due to redistricting (the congressional districts and senate districts at the state level changed countywide.*

**Rabies and Animal Control**

101-58600-204	Pensions	\$3,672.27	
101-55120-708	Communications Equipment		\$3,672.27

*Transfer unused budgeted funds to purchase radios for Animal Control for communication with the other emergency offices.*

**Other Emergency Management**

101-58600-204	Pensions	\$3,200.00	
101-54490-451	Uniforms		\$3,200.00

*Transfer unused budgeted funds to replace turnout gear for EMA that has reached end of life.*

**Building and Codes**

101-58600-204	Pensions	\$4,625.00	
101-51730-308	Consultants		\$1,350.00
101-51730-321	Engineering Services		\$2,600.00
101-51730-336	Maintenance and Repair Services -Equipment		\$675.00

*Transfer unused budgeted funds to cover shortages in the Building and Codes budget.*

**Jail**

101-54210-191	Board and Committee Members Fees	\$900.00	
101-54210-355	Travel		\$900.00

*Transfer unused budgeted funds to allow for two employees to attend a training class.*

**Probation Services**

101-539-11-02	Probation Officer(s)	\$8,300.00	
101-53910-196	In-service Training		\$4,800.00
101-53910-435-01	Office Supplies		\$1,750.00
101-53910-435-02	Office Supplies		\$1,750.00

*Transfer unused budgeted funds to allow for employees*

to attend a training class and for supplies

**Other General Administration**

101-39000	Unassigned	\$70,000.00	
101-51900-425	Gasoline		\$70,000.00

*Transfer funds from fund balance to create a general use budget to cover a shortage in various budgets for gasoline due to unexpected increases in fuel price.*

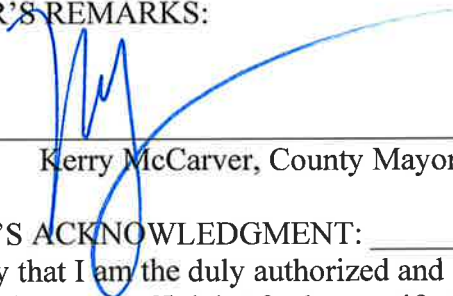
*Budget Vote: 5 Yes 0 No 0 Absent*

*Reviewed/No Objections at Commission Workshop (4/11/2022)*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




---

Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.





---

Teresa Gupton, County Clerk

RESOLUTION: 9

RESOLUTION TITLE: To Authorize The Following Budget Amendments To Highway/Public Works Fund

DATE: April 18, 2022

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. Randy Liles

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments to the Highway/Public Works Fund:

**Operation and Maintenance of Equipment**

131-62000-404	Asphalt-Hot Mix	\$50,000.00	
131-62000-399-01	Other Contracted Services - Striping		\$16,000
131-63100-412	Diesel Fuel		\$33,000.00
131-63100-425	Gasoline		\$24,500.00
131-63100-418	Equipment and Machinery Parts		\$7,000.00
131-63100-433	Lubricants		\$1,500.00

*Transfer funds from unused budgeted funds to cover shortages in fuel, parts, and lubricants.*

**Highway and Bridge Maintenance / Highway Capital Outlay**

131-34550	Restricted for Highways/Public Works	\$1,000,000.00	
131-62000-399	Other Contracted Services		\$650,000.00
131-68000-790	Other Equipment		\$350,000.00

*Transfer funds from Highway fund balance to complete a 6-mile re-surfacing plan for Country View, Leo Baker Road, and John Shores Road and to purchase Thompson Cat backhoe loader (\$124,263.00), a Peterson TL3 grapple loader (\$180,087.00), and other miscellaneous equipment needed.*

*Budget Vote: 5 Yes 0 No 0 Absent*  
*Reviewed/No Objections at Commission Workshop (4/11/2022)*

*Funding Source: Unused Budgeted Funds and Highway Fund Balance*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Absent	Randy Liles	Yes


CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
\_\_\_\_\_  
Teresa Gupton, County Clerk





April 5, 2022

CHEATHAM COUNTY HIGHWAY DPT  
 1037 THOMPSON RD  
 PO BOX 7  
 ASHLAND CITY, TENNESSEE 37015-0007

Dear Valued Customer,

We are pleased to present the following quotation for one new 420, equipped as follows:

420 07A BACKHOE LOADER CFG2  
 LANE 2 ORDER  
 PACK, DOMESTIC TRUCK  
 BUCKET, HOE, (NONE)  
 BELT, SEAT, 2" SUSPENSION  
 BUCKET-MP, 1.4 YDS, PO  
 COUNTERWEIGHT, 1015 LBS  
 GUARD, STABILIZER  
 TIRES, 22.5 R0Y19.5H 24, GY  
 SERIALIZED TECHNICAL MEDIA KIT  
 PLATE GROUP - BOOM WEAR  
 SHIPPING/STORAGE PROTECTION  
 RUST PREVENTATIVE APPLICATOR  
 WORKLIGHTS (8) HALOGEN LAMPS  
 BATTERY, HEAVY DUTY  
 STANDARD RADIO (12V)  
 HYDRAULICS, MP, 6FCN/8BKN, ST  
 ENGINE, 82KW, C3.6 DITA, T4F  
 AIR CONDITIONER, T4F  
 STICK, EXTENDABLE, 14FT  
 CAB, DELUXE  
 PT, 4WD/2WS, POWERSHIFT  
 DISPLAY, STANDARD  
 LOADER BUCKET PINS  
 LINES, COMBINED AUX, E STICK  
 RIDE CONTROL  
 INSTRUCTIONS, ANSI  
 PRODUCT LINK, CELLULAR, PLE643  
 AUTO-UP STABILIZERS  
 SEAT, DELUXE FABRIC  
 CUTTING EDGE, TWO PIECE, WIDE  
 STABILIZER PADS, FLIP-OVER  
 HD BUCKET 24"  
 DUAL LOCK P/G COUPLER MANUAL  
 PIN-BUCKET  
 THUMB NO TINE  
 THUMB TINE A 3  
 BUCKET OC 48"

<b>WARRANTY</b>	
Months:	36
Hours:	3000
Description:	POWERTRAIN + HYDRAULICS
Additional:	Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first 6 Months of use.
	NET CASH
	REFERENCE STATEWIDE CONTRACT #2525

Purchase Price (plus applicable taxes): \$124,263.00

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

David Boone

Sales Representative  
 Thompson Machinery

**CMI Equipment Sales, Inc.**

**P.O. Box 1523**  
**Goodlettsville, TN 37070**  
**www.cmiequip.com 615-227-7800**

**QUOTE - DO NOT PAY**

Quote: 01-3503  
 Date: 3/30/2022

PO:  
 CustId: CHEATHAM CO H

Cust Email:  
 Phone: (615) 792-4240  
 Salesperson: NickC  
 User: AlexA

Bill To:  
 Cheatham County Highway Dept  
 PO Box 7  
 Ashland City, TN 37015

Ship To:  
 Cheatham County Highway Dept

Unit on order, due in December/January Subject to prior sale  
 Quote only good for this unit as Chassis pricing is changing daily  
 Sourcewell Contract #040621 P11

Item	Type	Description	Qty	Tax	Price	Discount	Net Price	
TL3	QU	<b>Petersen TL3</b>	1.0000		\$180,087.00			
		P1 - Mounted on International HV607 SBA Chassis: Cummins B6.7 260 HP @ 2400 RPM Chassis: Allison 3500RDS Dump Body: Model HDX-2030 Hardox Body 1/8" Sides, 3/16" Floor Dump Body: Standard Barn Doors for Body Dump Body: Wire Loom for Body Wiring Dump Body: LED type Body Lights 15 EA Dump Body: Amber LED Flashers in Rear Corner Post Dump Body: ANSI 2245 Package Dump Body: Body Color: Black Loader: Heavy Duty Swing Motor Loader: Quadstick Mech Controls Loader: Grading Heat Shield Loader: HDH Outtrigger Strobe Loader: Standard Bucket 60" Loader: Boom Up Warning Light/Audible Alarm Loader: Hose Guards-Head & Valve Bank Loader: HD Control Box; Throttle Engine Kit & Horn Loader: Tandem Pump in Lieu of Single 18 GMP Loader: Single Color P1 Orange Loader: Standard Height Pedestal						
		<b>Total TL3</b>					\$180,087.00	
							<b>Total: \$180,087.00</b>	
<b>Totals:</b>								
					<b>Sub Total:</b>		\$180,087.00	
					<b>Total Tax:</b>		\$0.00	
					<b>Invoice Total:</b>		\$180,087.00	



RESOLUTION: 10

RESOLUTION TITLE: To Authorize the Budget Amendments for Solid Waste

DATE: April 18, 2022

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 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste Fund:

**Convenience Center**

116-43110	Tipping Fees	\$150,000.00	
116-55732-149	Laborers	\$7,684.28	
116-55732-309	Contracts with Government Agencies		\$140,142.68
116-55732-312	Contracts with Private Agencies		\$1,849.50
116-55732-336	Maintenance and Repair Services		\$1,808.18
116-55732-412	Diesel Fuel		\$13,883.92

*Transfer an increase in Tipping Fee Revenue and unused budgeted funds to cover multiple shortages in the Convenience Center Budget.*

*Budget Vote (4/11/2022): 5 Yes 0 No 0 Absent*

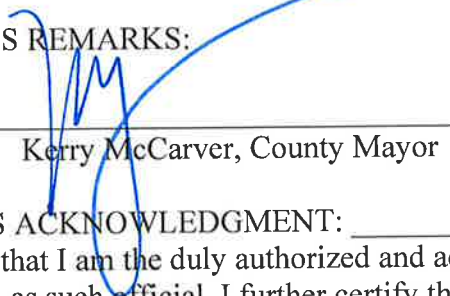
*Reviewed/No Objections at Commission Workshop (4/11/2022)*

*Funding Source: Tipping Fee Revenue and Unused Budgeted Funds*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
\_\_\_\_\_  
Teresa Gupton, County Clerk



RESOLUTION: 11

RESOLUTION TITLE: To Authorize the Budget Amendments For Other Capital Projects – Jail Funds

DATE: April 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Ed Greer

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the other Capital Projects – Jail Funds.

**Public Safety Projects**

180-34575	Restricted for Capital Outlay	\$500,000.00	
180-91190-724	Site Development		\$500,000.00

*Transfer funds from Other Capital Projects - Jail fund balance to cover the remainder of invoices expected through June 30, 2022 for the Jail Expansion Project.*

*Budget Vote (04/11/2022): 5 Yes 0 No 0 Absent  
Reviewed/No Objections  
Funding Source: Other Capital Projects – Jail Fund Balance*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
\_\_\_\_\_  
Teresa Gupton, County Clerk



RESOLUTION: 12

RESOLUTION TITLE: To Authorize The Budget Amendments For Education Debt Service Fund

DATE: April 18, 2022

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Education Debt Service Fund.

**Debt Service - Education**

156-34580	Restricted for Educational Debt Service	\$925,218.00	
156-82130-602	Principal On Notes		\$925,218.00

*Transfer funds from Education Debt Service fund balance to pay off the most recently executed school note (seven school buses) to avoid interest charges.*

**Debt Service - Education**

156-34580	Restricted for Education Debt Service	\$1,458,515.00	
156-82130-612-01	Principal On Other Loans		\$1,458,515.00

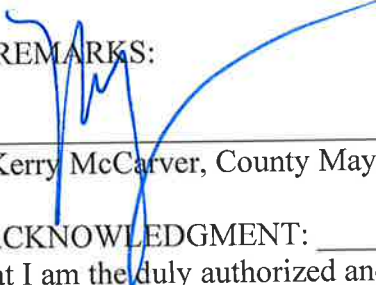
*Transfer funds from Education Debt Service fund balance to pay off the School Bus Garage loan to avoid interest charges.*

*Budget Vote (04/11/2022): 5 Yes 0 No 0 Absent  
 Reviewed/No Objections at Commission Workshop (4/11/2022)  
 Funding Source: Other Capital Projects – Jail Fund Balance*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
Teresa Gupton, County Clerk



RESOLUTION: 13

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

DATE: April 18, 2022

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the School Central Cafeteria Fund.

**Transfers Out**

143-34670	Committed for Operation of Non-Instructional Services	\$400,000.00	
143-99100-590	Transfers to Other Funds		\$400,000.00

*Transfer funds from School Central Cafeteria Fund to reimburse the General Purpose School fund balance (used to cover a shortfall due to free lunches)*

*Board of Education Vote (04/07/2022): 6 Yes 0 No 0 Absent  
 Budget Vote (04/11/2022): 5 Yes 0 No 0 Absent  
 Reviewed/No Objections at Commission Workshop (4/11/2022)  
 Funding Source: School Central Cafeteria Fund*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
\_\_\_\_\_  
Teresa Gupton, County Clerk





RESOLUTION: 14  
RESOLUTION TITLE: To Authorize A Three-Year Capital Outlay Note For School Laptops Not To Exceed \$200,000.00  
DATE: April 18, 2022  
MOTION BY: Mr. Tim Williamson  
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April, 2022 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 capital outlay notes in order to provide funds for the following public works project: School Laptops (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 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 Two Hundred Thousand Dollars (\$200,000.00) (the "Notes"). The Notes shall be designated "School Laptops Capital Outlay Notes, Series 2022"; 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 three point five per cent (3.5%) 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 5 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.] [The Notes shall not be subject to redemption prior to maturity.] [Select one option]

**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 sold at competitive sale in accordance with the Act.] or [The Notes shall be sold by negotiated sale in accordance with the Act.] or [The Notes shall be sold through the informal bid process provided in Tenn. Code Ann. Section 9-21-609.]

**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 18<sup>th</sup> day of April, 2022.



---

(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.]

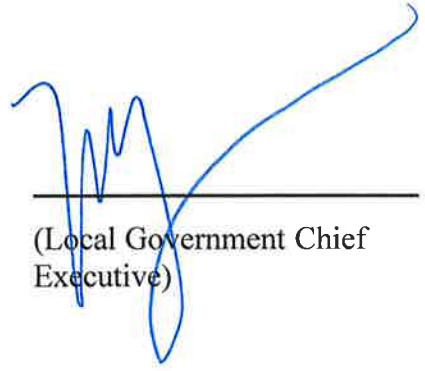
This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Resolution") to provide funds to finance the cost 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: 6 Yes 0 No 0 Absent  
 Budget Vote: 5 Yes 0 No 0 Absent  
 Reviewed/No Objections at Commission Workshop (04/11/2022)  
 Funding Source: Note Proceeds

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


**Education Capital Projects**

177-49200	Notes Issued	\$200,000.00
117-91300-799	Other Capital Outlay	\$200,000.00

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes


CHEATHAM COUNTY MAYOR'S REMARKS:


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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
 \_\_\_\_\_  
 Teresa Gupton, County Clerk



RESOLUTION: 15 (A)  
RESOLUTION TITLE: To Authorize The Surplus Items For Highway Fund  
DATE: April 18, 2022  
MOTION BY: Mr. Chris Gilmore  
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 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, and/or proceeds of sale to the Highway Fund: 131-44530 (Sale of Equipment), 131-44145 (Sale of Recycled Materials), or 131-44540 (Sale of Property).

Department: Highway Department

Original Asset Description: Vehicle Maintenance Office

Additional Details: Former Highway Office/Garage located at 1037 Thompson Road, Ashland City, TN 37015, and Former School Bus Garage located at 1039 Thompson Road, Ashland City, TN 37015

Date Acquired: 7/01/1970 for \$131,175.44

Once approved for surplus, properties will be sold

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Department: Highway Department

Property: Underground Fuel Tank System

Date Acquired: 1/06/2011 for \$50,590.00

Once approved for surplus, it will be sold as part of the property sale

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Department: Highway Department

Property: ModSpace Trailer

Date Acquired: 4/20/2011 for \$23,700.00

Once approved for surplus, it will be sold as part of the property sale

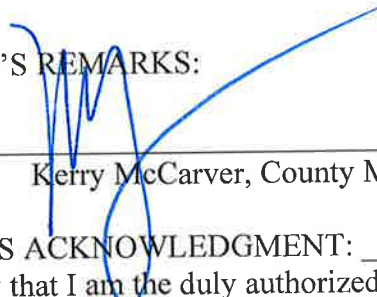
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*Budget Vote (04/11/2022): 5 Yes 0 No 0 Absent  
Reviewed/No Objections at Commission Workshop (4/11/2022)  
Funding Source: None*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

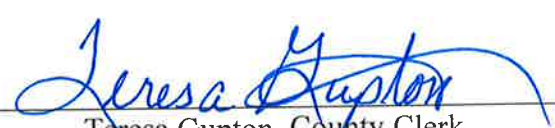
CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
\_\_\_\_\_  
Teresa Gupton, County Clerk



RESOLUTION: 15 (B)

RESOLUTION TITLE: To Authorize The Surplus Items For The Drug Control Fund

DATE: April 18, 2022

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following seized county assets to be transferred to the Tennessee Bureau of Investigation for use in investigative training:

FORFEITED WEAPONS LIST

Make	Serial
Ithica	Unknown
Snake Charmer	Unknown
Marlin 22	11214307
Ruger 22	12654379
NEF	203274
Sawed Off Shotgun	Unknown
Moss Shotgun 500	R827358
Moss 20	Unknown
Moss Shotgun	V0114548
Smith & Wesson 357 Revolver	Unknown
Taurus 38 Spec	SK90482
N Amer Arms 22	E068477
357	RH04365
Winchester 12 Gauge	361115
Savage 12 Gauge 940	Unknown
High Standard 12 Gauge	3190150
Winchester 30 30	3228356
Winchester 22	364978
Luger P-38	3119
Smith and Wesson 59	A362563
Sundance A-25	039020
Lorcin L380	355319
Tanfoglio GT27	M09688
NNA Rev	L160046
Taurus 357	FM70439
Sundance .22 LR	D04642
NAA .22 Revolver	W84266
Browning Arms	T262835

Ruger .22	15-71570
Taurus BB Pistol	Unknown
Ruger LCP	371588110
Armi-Gales-Bres	339595
Armer Derringer Corp	79038
Armscor 22 Revolver	025838
Ruger 22 Cal	1980361
Taurus 40 Cal	SBM51919
Taurus 380	44879A
H&R 32	NB045755
Beretta 7.65	AB2154
Sterling Arms	G02624
Mossberg 12 Gauge Pump	UM766741
Winchester 30 30	5073958
Winchester 22 Long Rifle	158810
Unknown	B00409
Savage 22 Mark II Long Rifle	0343920
Sears & Roebuck 22 Long Rifle	0534233
New England 20 Gauge	NV-308344
Daisy Air Rifle with Scope	Unknown
Springfield 22 Bolt Action Model 52	Unknown
Stevens Model I-62	L188835
Over & Under Double Barrel 12 Gauge	Unknown
Unknown	PB3255
BB Air Rifle	Unknown
H&R Gauge Model P	AM301729
Remington 870 12 Gauge	194393V
Stevens P-94 12 Gauge	Unknown
31 Bealstan Shotgun	A28935

The transfer of these weapons was directed via written court order from the Judge.

*Budget Vote (04/11/2022): 5 Yes 0 No 0 Absent*  
*Reviewed/No Objections at Commission Workshop (4/11/2022)*  
*Funding Source: None*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
\_\_\_\_\_  
Teresa Gupton, County Clerk



RESOLUTION: 15 (C)  
RESOLUTION TITLE: To Approve The Petition To Transfer Ownership Of Firearms  
DATE: April 18, 2022  
MOTION BY: Mr. Chris Gilmore  
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the petition to transfer ownership of firearms.

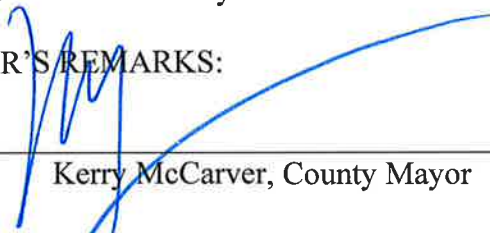
*Copy of Petition is attached.*

*Budget Vote: 5 Yes 0 No 0 Absent*

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

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

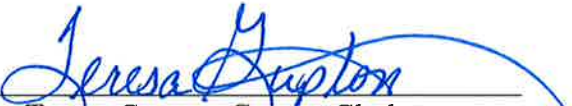
CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
Teresa Gupton, County Clerk





STATE OF TENNESSEE

NO. \_\_\_\_\_

VS

IN THE CRIMINAL COURT

WEAPONS TO BE  
TRANSFER OWNERSHIP

FOR CHEATHAM  
COUNTY, TENNESSEE

PETITION TO TRANSFER OWNERSHIP OF FIREARMS  
*and Order to Transfer Ownership of Firearms*

Comes now Mike Breedlove, Sheriff of Cheatham County, Tennessee, and petitions the Court to grant the Sheriff permission to transfer ownership of 133 firearms listed in the attached memorandum to the Bureau of Investigation (TBI). Title for each of the listed firearms had been previously awarded to the Sheriff's Office as provided for in 39-17-1317(f) by a court of competent jurisdiction.

Entered this the 5 day of April, 2022.

  
\_\_\_\_\_  
Judge of Criminal Court, Cheatham County

  
\_\_\_\_\_  
Sheriff, Cheatham County

RESOLUTION: 16  
RESOLUTION TITLE: To Reduce The Speed Limit on Charlie Reed Road And Friendship Acres Drive  
DATE: April 18, 2022  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Gary Binkley

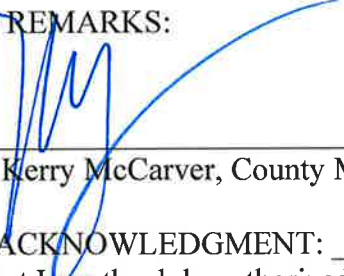
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to reduce the speed limit on Charlie Reed Road from 45 to 25 miles per hour and to reduce the speed limit on Friendship Acres Drive from 40 to 30 miles per hour.

RECORD: Approved by voice vote.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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

RESOLUTION: 17  
RESOLUTION TITLE: Consent Calendar  
DATE: April 18, 2022  
MOTION BY: Mr. Tim Williamson  
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following consent calendar and applicants for Notary Public are approved:

*Consent / Information:*

1. *Sheriff*
2. *UT. Extension*
3. *Veteran's Service*
4. *Beer Board* *No Report*
5. *Education* *Approved Info In Budget*
6. *Emergency Ser.* *5 Year and 10 Year plan for increase in ambulance services.*
7. *County Records* *No Report*
8. *Technical Committee* *No Report*
9. *Road & Bridge* *Reduce speed on Charlie Reed Road from 45 to 25 miles per hour. Reduce the speed on Friendship Acres Road from 40 to 30 miles per hour. Discussed the use of speed bumps.*
10. *Industrial Development* *No Report*
11. *Calendar and Rules*
  - A. *Discussion of the shooting of guns in subdivision, no resolution reached.*
  - B. *Dogs barking, Sheriff's Department going to Resolution that is on books trying to try to resolve the problem.*
  - C. *Discussed naming of National Guard Armory. State Legislature is working on this Proclamation.*

Notaries

*Joyce A. Bennett*  
*Matthew Johnson*  
*Krystal M. Naemry*  
*Reba Peters*  
*Frannie Sawyer*

*Austin H. Estes*  
*Tara Lee*  
*Holly Novek*  
*Melody M. Sleeper*  
*James Weaver*

*Tina M. Terry*  
*Whitney Morrow*  
*Amanda Pentecost*  
*Corey Jean Swanson*  
*William Webb*

RECORD: Approved by voice vote.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

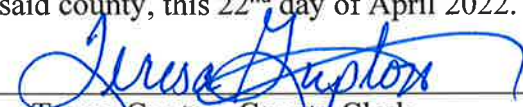
CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.

  
\_\_\_\_\_  
Teresa Gupton, County Clerk



RESOLUTION: 18  
RESOLUTION TITLE: Adjourn  
DATE: April 18, 2022  
MOTION BY: Mr. Gary Binkley  
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of April 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:01 P.M.

RECORD: Approved by voice vote.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

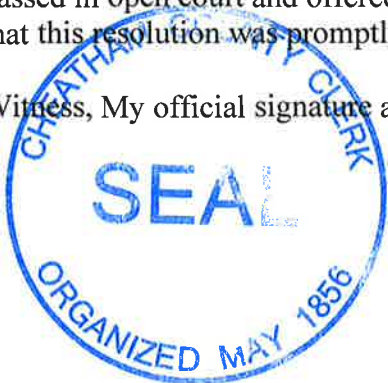
CHEATHAM COUNTY MAYOR'S REMARKS:

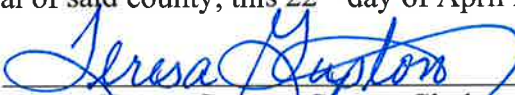
  
Kerry McCarver, County Mayor

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

I, Teresa Gupton, 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 22<sup>nd</sup> day of April 2022.



  
Teresa Gupton, County Clerk