

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
July 18, 2022

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on July 18, 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 6:01 P.M.

Ms. Misty Keenan, Director of Chamber of Commerce, announced the Youth Fishing Tournament on September 17, 2022. Ms. Keenan passed out the tourism report and cost analysis for July 2021 through June 2022. Ms. Keenan introduced the new Executive Director of the Chamber of Commerce, Candace Jacobs.

Mr. Ronnie Barron, UT Extension Executive Director, gave a report on the highlights for the Youth Leadership.

Public Forum closed at 6:06 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Mike Breedlove at 6:06 P.M

Invocation was offered by Mr. Ronnie Barron.

County Clerk Ms. Teresa Gupton called the roll. There being Ten 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.	Absent
Chris Gilmore	Present	Ed Greer	Present
Connie Mayo	Present	Randy Liles	Absent

Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to approve the July 18, 2022 Legislative Body Meeting Agenda.

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

Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the Minutes from the June 27, 2022 Regular Session Legislative Body Meeting.

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

PUBLIC HEARING: Chairman Mr. Donnie Jordan opened Public Hearing at 6:09 P.M

The following was advertised to be heard:

1. *Zone change for Matt Hooper, from R1 to C3 for Map 56 Parcel 31.01. Property is located at 2005 Petway Road in the 5th voting district and is not in a Special Flood Hazard Area.*
2. *Zone change for Roger and Robin Jackson from Agriculture to R1 for a 1.01 acre portion of Map 17 Parcel 39. Property is located at 2645 Mosley Ferry Road in the 4th voting district and is not in a Special Flood Hazard.*
3. *Zone change for Perry Depriest from C1 to R1 for Map 3 Parcel 18. Property is located at 7730 Highway 41-A in the 3rd voting district and is not in a Special Flood Hazard.*

Matt Hooper spoke in favor of the 2005 Petway Road zone change request.

Public Hearing closed at 6:15 P.M

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Gary Binkley, seconded by Mr. David Anderson to approve the following Zone Change request for Matt Hooper, from R1 to C3 Map 56 Parcel 31.01. Property is located at 2005 Petway Road in the 5th voting district and is not in a Special Flood Hazard.

Motion failed by roll call vote 6 Yes 4 No 2 Absent.

David Anderson	Yes	Donnie Jordan	No
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	No
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	No
Connie Mayo	Pass/No	Randy Liles	Absent

Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to approve the following Zone Change request for Roger and Robin Jackson from Agriculture to R1 for a 1.01 acre portion of Map 17 Parcel 39. Property is located at 2645 Mosley Ferry Road in the 4th voting district and is not in a Special Flood Hazard.

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 4.

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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Chris Gilmore, seconded by Mr. Tim Williamson to approve the following Zone Change request for Perry Depriest from C1 to R1 for Map 3 Parcel 18. Property is located at 7730 Highway 41-A in the 3rd voting district and is not in a Special Flood Hazard.

Motion approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Gary Binkley, seconded by Ms. Diana Lovell to approve the recommendation that the Cheatham County Legislative Body amend their respective planning regions with Cheatham County accepting responsibility and oversight for planning functions for the portion inside the Town of Ashland City's Urban Growth Boundary but outside it's corporate limits as part of Cheatham County's planning region.

Motion approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to approve as amended in workshop sections 6.043, 6.044, and 6.045 of the Zoning Resolution of Cheatham County by adding subsection G, subsequent to subsection 1. Accessory Uses and Structures.

Motion was made by Mr. Ed Greer, seconded by Ms. Diana Lovell to amend the amendment of sections 6.043, 6.044, and 6.045 of the Zoning Resolution of Cheatham County by adding subsection G, subsequent to subsection 1. Accessory Uses and Structures by allowing 1 Rooster per 24 Hens.

Motion approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to send to Planning Commission the approval of the amendment of sections 6.043, 6.044, and 6.045 of the Zoning Resolutions of Cheatham County by adding subsection G, subsequent to subsection 1. Accessory uses and Structures

G. The keeping of domestic hens shall be permitted in accordance with the following standards:

- (1) Structures used for domesticated hens shall be permitted in accordance with Section 9.030,1.
- (2) ~~No roosters.~~ 1 Rooster allowed
- (3) ~~No slaughtering~~ of domesticated hens shall be allowed.
- (4) All domesticated hens are to be kept outside of a habitable structure in a predator – proof enclosure, a portion of which must be a covered domesticated hen house and a portion of which must be a fenced area. Domesticated hen houses must be enclosed on all sides and have a roof and doors. The enclosed domesticated hen house shall provide two square feet per domesticated hen. The fenced enclosure must provide a minimum of six square feet per domesticated hen.
- (5) The maximum number of domesticated hens shall not exceed ~~six (6)~~-Twenty-five (25)
- (6) All domesticated hens must be kept in the rear yards. None may be kept in the front yard.
- (7) All enclosures must be at least twenty-five feet from and residential structure, other than the hen owner’s residence, and at least twenty-five feet from any property line.

(8) All food must be kept either indoors or in a weather-resistant container with a metal lid designed to prevent access by animals.

(9) Fenced enclosures and domesticated hen house must be properly ventilated, clean, dry, and order-free, kept in a neat and sanitary condition at all times in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, order or other adverse impact.

(10) Other types of fowl and poultry, such as ducks, geese, quail, pigeons, guinea fowl, pea fowl, or turkeys shall not be considered domesticated hens.

Motion approved by roll call vote 9 Yes 1 No 2 Absent. See Resolution 8.

David Anderson	Yes	Donnie Jordan	No
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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

- A.) *Mayor's signature on Lease Agreement Pleasant View Volunteer Fire Department and Cheatham County EMS*
- B.) *Mayor's signature on Three-Star application for year 2022*
- C.) *Mayor's signature on Secure Detention Contract for Juvenile Court*
- D.) *Mayor's signature/resolution for Historic grant application for courthouse 30% grant.*
- E.) *Mayor's signature on Credit Bureau System d/b/a Ambulance Medical Billing contract with EMS*

Motion approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

County Mayor, Mr. Kerry McCarver stated the Jail Committee recommended that the building of the new Jail be delayed for 6 months to a year to watch for a more favorable time with the market and interest rates.

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

- A.) Budget Amendments - County General
- B.) Budget Amendments – Highway / Public Works
- C.) Budget Amendments – General Capital Projects
- D.) Budget Amendments – Other Capital Projects - Vehicle
- E.) Budget Amendments – Courthouse and Jail Maintenance
- F.) Budget Amendments – Solid Waste / Sanitation
- G.) Budget Amendments – General Purpose School
- H.) Surplus Items – County General

Motion approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Ms. Diana Lovell, seconded by Mr. Tim Williamson to amend an increase of all Jail positions pay by \$2.00. This would be an annual cost of \$153,920 for FY 2022-2023.

Motion failed by roll call vote 5 Yes 5 No 2 Absent.

David Anderson	No	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	No
Ann Jarreau	No	Diana Pike Lovell	Yes
Tim Williamson	No	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	No
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. David Anderson, seconded by Mr. Gary Binkley to approve an increase of all Jail positions pay by \$1.50. This would be an annual cost of \$118,378.00 for FY 2022-2023. There is currently \$173,392.27 available in the Jailer Salary Reserve (from unused funds due to vacancies).

Motion approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Gary Binkley, seconded by Mr. David Anderson to approve the ThreeStar Fiscal Confirmation Letter, Annual Cash Flow Forecast, Acknowledgment of the Cheatham County Debt Management Policy, and Confirmation of Documented Internal Controls Requirement.

Motion approved by voice vote 2 Absent. See Resolution 12.

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh presented, motion was made by Mr. Gary Binkley, seconded by Ms. Diana Lovell to approve the amendment to the Lease Agreement for the Veteran’s Park stating that the county will take over all utilities and landscaping.

Motion approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

ROAD AND BRIDGE – Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to lower the speed limit on Oakmont Road from 40 mph to 25 mph.

Motion approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Gary Binkley, seconded by Ms. Connie Mayo to send to Calendar and Rules Committee the presenting of the gavel to Chairman, Donnie Jordan for his years of service.

CONSENT CALENDAR

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

Consent / Information:

1. *Sheriff*
2. *UT Extension*
3. *Trustee*
4. *School Board* *E Rate funds in Budget Report*

- | | |
|-----------------------------------|--|
| 5. <i>County Clerk</i> | <i>Annual Financial Reports received by the following offices: Circuit Court, General Sessions Court, County Clerk, Sheriff, and Register of Deeds. Chancery Court's Summary of Assets, and County Clerk's Letter of Agreement are on file at the County Clerk's Office.</i> |
| 6. <i>Beer Board</i> | <i>Yes Old Highway 70 Market</i> |
| 7. <i>Education</i> | <i>E Rate funds in Budget Report</i> |
| 8. <i>Emergency Services</i> | <i>No Report</i> |
| 9. <i>County Records</i> | <i>No Report</i> |
| 10. <i>Technical Committee</i> | <i>No Report</i> |
| 11. <i>Road & Bridge</i> | <i>Decrease the speed of Oakmont Road from 40 mph to 25 mph</i> |
| 12. <i>Industrial Development</i> | <i>No Report</i> |
| 13. <i>Capital Improvements</i> | <i>A. Approval of Historical Grant for Court House
B. 911, Ag. Extension, Election Office Move</i> |
| 14. <i>Calendar and Rules</i> | <i>No Report (look into next month Veterans Request to waive wheel tax)</i> |
| 15. <i>Industrial Development</i> | <i>No Report</i> |

Notaries

*Renee Brock Aly
Elle Buckley
Jamie West*

*Heaven Lee Anhalt
Chasity A. Herity*

*Barbara G. Borel
Karen Holt*

Motion approved by voice vote 2 Absent. See Resolution 15.

Motion was made by Mr. Walter Weakley, seconded by Mr. David Anderson to adjourn at 7:09 P.M.

Motion approved by voice vote 2 Absent. See Resolution 16.

Teresa Gordon

County Clerk



Legislative Body Chairman

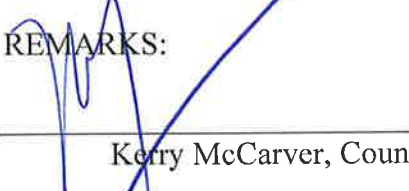
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: July 18, 2022
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

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

RECORD: Approved by roll call vote 2 Absent.

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

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 22nd day of July 2022.




Teresa Gupton, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda
DATE: July 18, 2022
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Gary Binkley

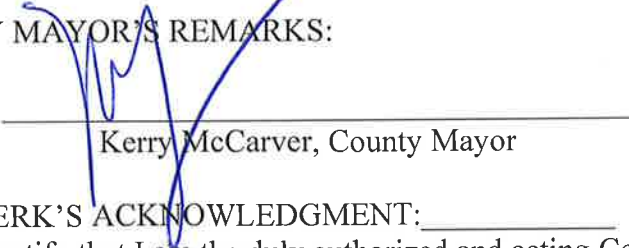
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the July 18th, 2022 Legislative Body meeting is approved.

RECORD: Approved by voice vote 2 Absent.

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 Absent

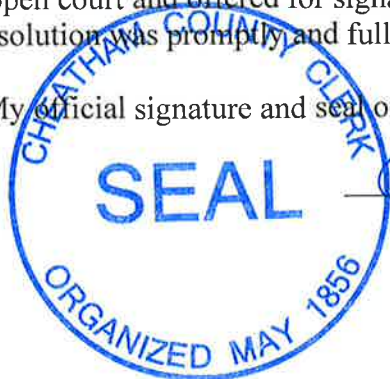
CHEATHAM COUNTY MAYOR'S REMARKS:


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 22nd day of July 2022.




Teresa Gupton, County Clerk

RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: July 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 18th day of July, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the June 27th, 2022 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 2 Absent.

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 Absent

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 22nd day of July 2022.



Teresa Gupton, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: To Approve A Zone Change Request For Roger And Robin Jackson From Agriculture To R1 For A 1.01 Acre Portion Of Map 17 Parcel 39

DATE: July 18, 2022

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Gary Binkley

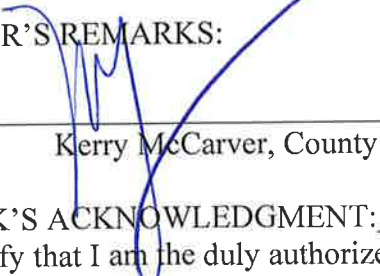
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Roger and Robin Jackson from Agriculture to R1 for a 1.01 acre portion of Map 17 Parcel 39. Property is located at 2645 Mosley Ferry Road in the 4th voting district and is not in a Special Flood Hazzard Area.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July 2022.


Teresa Gupton, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: To Approve A Zone Change Request For Perry Depriest From C1 To R1 For Map 3 Parcel 18

DATE: July 18, 2022

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Mr. Tim Williamson

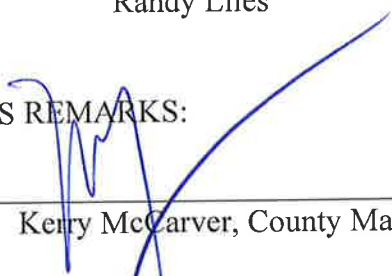
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Perry Depriest from C1 to R1 for Map 3 Parcel 18. Property is located at 7730 Highway 41-A in the 3rd voting district and is not in a Special Flood Hazzard Area.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July 2022.


Teresa Gupton, County Clerk



RESOLUTION: 6

RESOLUTION TITLE: To Approve The Recommendation To The Cheatham County Legislative Body That Cheatham County Amend Their Respective Planning Regions With Cheatham County

DATE: July 18, 2022

MOTION BY: Mr. Gary Binkley

SECONDED BY: Ms. Diana Lovell

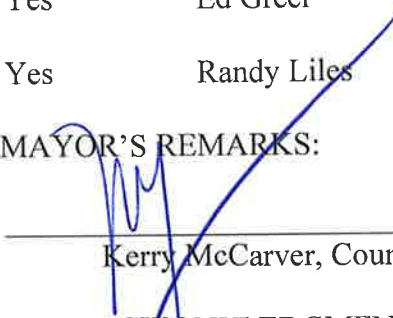
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July, 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the recommendation to the Cheatham County Legislative Body that Cheatham County amend their respective planning regions with Cheatham County accepting responsibility and oversight for planning functions for the portion inside the Town of Ashland City's Urban Growth Boundary but outside it's corporate limits as part of Cheatham County's planning region.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July, 2022.


Teresa Gupton, County Clerk



RESOLUTION: 7

RESOLUTION TITLE: To Amend The Amendment Of Sections 6.043, 6.044, 6.045 Of The Zoning Resolution Of Cheatham County By Adding Subsubsection G, Subsequent To Subsection 1. Accessory Uses And Structures By Allowing 1 Rooster For Every 24 Hens

DATE: July 18, 2022

MOTION BY: Mr. Ed Greer

SECONDED BY: Ms. Diana Lovell

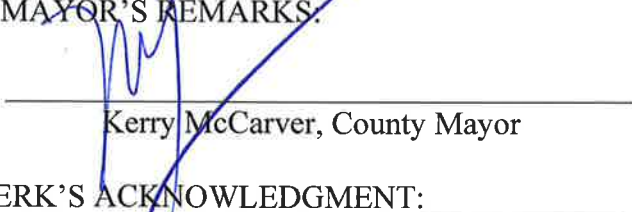
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July, 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to amend the amendment of sections 6.043, 6.044, 6.045 of the zoning resolution of Cheatham County by adding subsubsection G, subsequent to subsection 1. accessory uses and structures by allowing 1 rooster for every 24 hens.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July, 2022.


Teresa Gupton, County Clerk



RESOLUTION: 8

RESOLUTION TITLE: To Send To Planning Commission The Approval As Amended For Sections 6.043, 6.044, 6.045 Of The Zoning Resolution Of Cheatham County By Adding Subsubsection G, Subsequent To Subsection 1. Accessory Uses And Structures

DATE: July 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 18th day of July, 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to send to Planning Commission the approval as amended for sections 6.043, 6.044, 6.045 of the zoning resolution of Cheatham County by adding subsubsection G, subsequent to subsection 1 accessory uses and structures to send back to planning commission.

G. The keeping of domestic hens shall be permitted in accordance with the following standards:

- (1) Structures used for domesticated hens shall be permitted in accordance with Section 9.030,1.
- (2) ~~No roosters.~~ 1 Rooster allowed
- (3) ~~No slaughtering~~ of domesticated hens shall be allowed.
- (4) All domesticated hens are to be kept outside of a habitable structure in a predator – proof enclosure, a portion of which must be a covered domesticated hen house and a portion of which must be a fenced area. Domesticated hen houses must be enclosed on all sides and have a roof and doors. The enclosed domesticated hen house shall provide two square feet per domesticated hen. The fenced enclosure must provide a minimum of six square feet per domesticated hen.
- (5) The maximum number of domesticated hens shall not exceed ~~six (6)~~-Twenty-five (25)
- (6) All domesticated hens must be kept in the rear yards. None may be kept in the front yard.

(7) All enclosures must be at least twenty-five feet from and residential structure, other than the hen owner's residence, and at least twenty-five feet from any property line.

(8) All food must be kept either indoors or in a weather-resistant container with a metal lid designed to prevent access by animals.

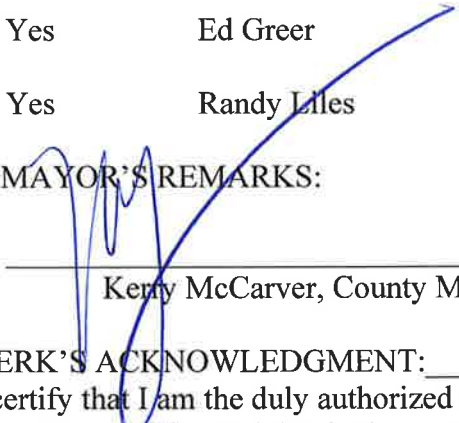
(9) Fenced enclosures and domesticated hen house must be properly ventilated, clean, dry, and order-free, kept in a neat and sanitary condition at all times in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, order or other adverse impact.

(10) Other types of fowl and poultry, such as ducks, geese quail, pigeons, guinea fowl, pea fowl, or turkeys shall not be considered domesticated hens.

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

David Anderson	Yes	Donnie Jordan	No
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July, 2022.


Teresa Gupton, County Clerk



RESOLUTION: 9 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On The Lease Agreement With Pleasant View Volunteer Fire Department And Cheatham County EMS

DATE: July 18, 2022

MOTION BY: Mr. Ed Greer

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

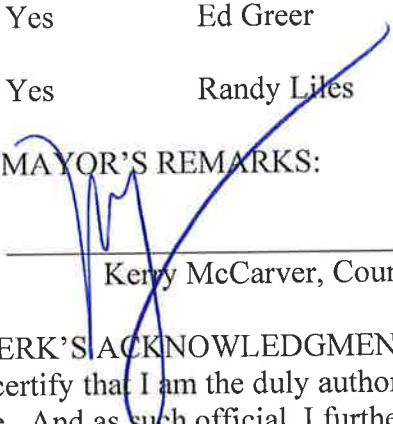
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on the Lease Agreement with the Pleasant View Volunteer Fire Department and Cheatham County EMS.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July 2022.


Teresa Gupton, County Clerk





Pleasant View Volunteer Fire Department

2425 Hwy 49 E
Pleasant View, TN 37146
(615) 746-8528
www.pvvfd.org

PJ Duncan, Fire Chief Mike Cooper, Asst. Chief

"Serving because we care!"

Since 1970

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on this the 30 day of June, effective the 1st day of July 2022, by and between PLEASANT VIEW VOLUNTEER FIRE DEPARTMENT, referred to herein as "LESSOR", and CHEATHAM COUNTY, TENNESSEE, a Tennessee County governmental entity referred to herein as "LESSEE"; WITNESSETH:

The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

PROPERTY DESCRIPTION:

1. The Lessor hereby lease to the Lessee approximately 1,831 square feet of the Lessors property at 1129 Pleasant View Main Street. This is approximately 31% of the usable (R2) space and is to be used by the County for County EMS. As used herein, the word "property" refers to that percentage of the building actually under lease and/or the Lessee's use of the parking lot and other common areas of the property. Lessee shall also have open access to the fitness center and decontamination areas. This space and upkeep costs will be shared with the Owner. Lessee acknowledges that he is familiar with what portion of the property is being rented under this lease.

TERM OF LEASE:

2. The term of this lease shall be for a period of (12) months, beginning on the 1st day of July 2022, and ending on the 30th day of June, 2023.

RENT:

3. The Lessee agrees to pay as rental for said property the total sum of NINETEEN THOUSAND TWO HUNDRED DOLLARS (\$19,200.00) payable in monthly rental amounts of \$1,600.00 per month. Section 8 will be deleted in this contract due to this being a brand-new building and the costs of utilities is unknown.

BUILDING MAINTENANCE:

4. The parties recognize that the leased premises are improved with a commercial building located thereon, together with a parking lot. The Lessor shall be responsible for all maintenance of the facility other than the maintenance directly associated with the Lessee's occupancy or use of the building.

PREMISES CONDITION:

5. By execution of this lease the Lessee acknowledges that it has examined the leased premises and hereby accepts said property in its present condition, without any representation for warranties either expressed or implied by the lessor as to the condition of the property or the intended use of the property may be put. The Lessee agrees to keep the property clean and free of rubbish, and in a sanitary condition. If the Lessee desires to undertake any remodeling, improvement, changes or alterations on the premises, the Lessee will submit to Lessor a written proposal for the alterations. Any such alterations will be subject to the Lessor's prior written consent, and if granted, will be completed at the sole expenses of the Lessee. Any such Improvements made will become the property of the Lessor if they are attached to the building or real estate.

FIRE OR OTHER DAMAGE:

6. Should the building, during the existence of this lease agreement, be destroyed or substantially damaged by fire, windstorm, or similar peril, so as to render it unfit for its normal business use, and should the structure not be repaired at the Lessor's discretion within 60 days thereafter, either party may terminate this lease agreement. If the Lessor decides to repair, rent in the regular amount will continue to be due provided, however, no

rent shall be due for any period the premises is unusable for lessee's intended purposes. All proceeds for damage to the property shall be payable to the Lessor, and the Lessor shall have the absolute right to negotiate any claim for those proceeds, and the right to retain or use those proceeds to repair or not to repair the damaged structure.

INSURANCE AND CLAIMS:

7. Lessor agrees to maintain in full force and effect at its expense, insurance against loss or damage to the premises caused by fire, windstorm, or other similar hazards in the maximum insurable amount. The Lessee will maintain at its expense public liability insurance on the leased premises in an amount of not less than \$1,000,000 single limit coverage, naming the Lessor as additional insured under said policy. The Lessee will provide Lessor with copies of all insurance policies herein required and any renewals thereof. The Lessee shall maintain such insurance coverage on its property located upon the leased premises as it deems desirable. The Lessee agrees to maintain the structure and grounds in a safe condition for all guests and visitors.

UTILITIES AND TAXES:

8. DELETED

USE OF PREMISES:

9. The Lessee agrees that the said premises shall be used for the County EMS. The Lessee covenants that it will not use the premises for any noxious or offensive use, or any other use prohibited by the laws of the State of Tennessee, County of Cheatham, or any other governmental or regulatory authority. Advertising signs placed upon the premises are limited to the business of the Lessee, which shall not unreasonably be withheld. No representation is made by the Lessor as to the particular uses as to which the property may be put, and all zoning and use inquiries are the Lessee's sole responsibility.

RIGHT OF INSPECTION:

10. The Lessor shall have the right to inspect the leased premises during normal business hours, and otherwise upon reasonable notice to Lessee.

SUBLETTING:

11. The Lessee shall not have the right to sublet or assign the leased premises, or any of the rights or responsibilities contained in this agreement.

TERMINATION AND DEFAULT:

12. Upon the expiration of this lease or termination of the tenancy by forfeiture or otherwise, the Lessee shall surrender to the Lessor the leased premises in good order and condition, ordinary wear and tear expected. In the event of such termination or default the Lessee shall have the right to remove the machinery and/or equipment upon the business premises on the condition that the Lessee assume full responsibility for said removal and agrees to provide adequate financial safeguard satisfactory to the Lessor for any and all repairs made necessary as a result of damage that may occur from such removal. In the event of default, the defaulting party shall be liable for the costs, including reasonable attorney fees, incurred by the non-defaulting party in enforcing its rights under this agreement.

CONDEMNATION:

13. In the event of any eminent domain, condemnation, or other adverse proceedings are filed as pertains to the leased premises, the negotiation, settlement, and rights to all such proceeds shall be the sole property of the Lessor.

NOTICE:

14. It is agreed that wherever this agreement provides that written notice should be mailed from one party to the other, certified mail notice to the respective party is required and shall be sufficient and mailed as follows:

LESSOR: PLEASANT VIEW VOLUNTEER FIRE DEPARTMENT
P.O. BOX 336
PLEASANT VIEW, TN 37146

LESSEE: CHEATHAM COUNTY, TENNESSEE
100 PUBLIC SQUARE, SUITE 105
ASHLAND CITY TN 37015

LESSOR:
PLEASANT VIEW VOLUNTEER FIRE DEPARTMENT

By: PJ Duncanson 6-30-22
Fire Chief

By: Jon R Kent 6-30-22
President of Board of Directors

LESSEE:
CHEATHAM COUNTY, TENNESSEE

By: _____

RESOLUTION: 9 (B)
RESOLUTION TITLE: To Approve Mayor's Signature On Three-Star Application For Year 2022
DATE: July 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 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on the Three-Star Application for Year 2022.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July 2022.


Teresa Gupton, County Clerk





July 19, 2022

**Fiscal Strength and Efficient Government Fiscal Confirmation Letter
2022 ThreeStar Program requirements**

This document confirms that Cheatham County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.
- The county mayor and county commission acknowledge that all county offices are required to have documented system of internal controls (TCA Section 9-18-102).

Debt Management Policy

This is an acknowledgement that *the Debt Management Policy of Cheatham County is on file with the Office of the Comptroller of the Treasury* and was reviewed with the members of the Cheatham County Commission present at the meeting held on the 18th day of July, 2022.

- Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that *prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office* and was reviewed with the members of the Cheatham County Commission present at the meeting held on the 18th day of July, 2022.

- Minutes of this meeting have been included as documentation of this agenda item.

Confirmation of Documented Internal Controls Requirement

This is an acknowledgement that Cheatham County Commission understands that all county offices are required to develop a documented system of internal control for all offices, funds, and departments under the authority and administration of the elected officials of Cheatham County in compliance with Section 9-18-102 (a), Tennessee Code Annotated.

Acknowledged this 19th day of July, 2022.

County Mayor/Executive Name

Signature

RESOLUTION: 9 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On Secure Detention Contract For Juvenile Court

DATE: July 18, 2022

MOTION BY: Mr. Ed Greer

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

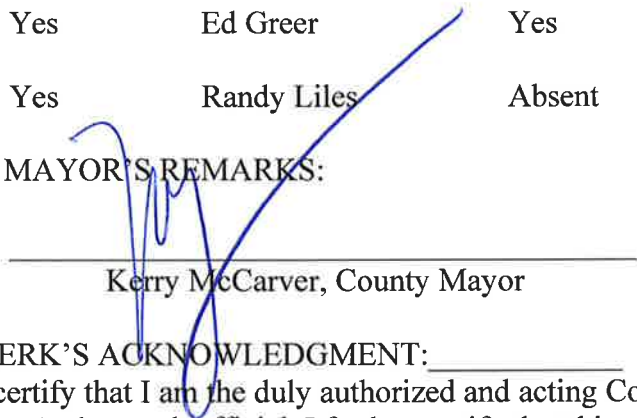
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on the Secure Detention Contract for Juvenile Court.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July 2022.



Teresa Gupton, County Clerk



Madison County
Juvenile Court
Services

Service Programs.....731 423 6140
Secure Detention.....731 423 6144
FAX Line.....731 423 6151

Christy R. Little
Juvenile Court Judge

Amy Jones
Court Services Director

June 20, 2022

Dear County Representative,

Enclosed you will find the contract between Madison County Juvenile Detention Center and your county. Please review the contract and affix signatures where designated. The original contract must be returned to our office as soon as possible. Your new contract will be active once we receive it with the authorized signatures and shall be valid through June 30, 2023.

Under section two of the contract, please indicate and provide the names of those persons who are authorized by your county to arrange to place juveniles and to commit your county to be responsible for payment. Our facility will only consider placement from persons listed on the contract.

We have also included the Prison Rape Elimination Act (PREA) language that is required by the State of Tennessee and federal standards.

Due to increased operating costs, the 2022-2023 contract includes a rate increase of \$5 per day.

If it is a hardship for you to send a Judge's Detention Order with the body of the youth, you may instead send a copy of an official arrest report or any other paperwork showing the juvenile's actual charges. You would then e-mail the Judge's Detention Order to detention@madisoncountyttn.gov by noon of the following day. For your records, the direct phone number to the Detention Center is (731) 423-6144. Please provide us with an e-mail address so that we can send a copy of your signed contract back to you.

We look forward to working with you and will do our best to accommodate your needs for detention services. Please call me if you have any questions or concerns. Our numbers are as follows:

- Roosevelt Washington (731) 423-6140 ext. 7112 or (731) 225-4990 or rwashington@madisoncountyttn.gov
- Marvin Taylor (731) 571-3446 or marvintaylor@madisoncountyttn.gov
- Amy Jones (731) 423-6140 ext. 7114 or ajones@madisoncountyttn.gov

Please keep a copy of the contract for your records. We look forward to serving you in the coming year.

Sincerely,

Roosevelt Washington
Supervisor,
Madison County Juvenile Detention Center

SECURE DETENTION CONTRACT
Between
MADISON COUNTY OFFICE OF JUVENILE COURT SERVICES
And
CHEATHAM COUNTY

This contract for secure detention care services for juveniles is by and between Madison County Office of Juvenile Court Services and CHEATHAM COUNTY hereinafter referred to as MCJCS and County.

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

1. That upon available secure bedroom units within the MCJCS detention facility, MCJCS shall provide detention care services for those juveniles ordered to be detained by the Court having jurisdiction of juvenile cases within the county within the provisions of this contract. This order shall be based on the detention criteria set forth in TCA 37-1-114. Detention care services shall consist of detaining the juvenile in the MCJCS detention facility and providing said juvenile with food, shelter and such other physical necessities as may be determined by the supervisor of the MCJCS detention facility.
2. That actual placement at the facility will be preceded by a telephone call by County personnel expressing intent and approximate time of arrival and departure. That upon the Judge or Referee of the Court with juvenile jurisdiction not being available or accessible, either of the following persons shall be allowed to place juveniles with a signed and docketed petition or an arrest report and a Detention Order signed by the Juvenile Court Judge and delivered at the time of placement. The designated persons authorized to place juveniles and obligate said county for related cost under this contract are:

Magistrate Lesli Wright
Mallory Jennings
Vinny Morgano

Lari Worster
Judge Phillip Maxey

It shall be noted that MCJCS detention facility has the obligation to refuse placement if the call is not placed by one of the persons authorized by this contract to make placement arrangements. Thus, these persons are the ONLY persons allowed to make arrangements for placement of juveniles.

3. That MCJCS reserves the right to refuse placement under this contract under the following circumstances:
 - a. That, as determined by MCJCS detention facility personnel, secure bedroom space is not available.
 - b. That, as determined by the MCJCS detention personnel, said juvenile is an imminent threat of harm to him/herself or other residents because of his/her emotional or mental state.
 - c. That the alleged offense of the juvenile to be placed is a status offense. It is the expressed intent of MCJCS to provide secure detention care services only for delinquent offenders.
 - d. That the child's needs and circumstances are beyond the ability of MCJCS Detention personnel to safely and appropriately accommodate in the detention setting.
4. The County agrees that it will be responsible for the cost of any emergency, medical, or dental care if determined necessary by the MCJCS detention facility personnel. In the event prolonged medical or dental attention is required, MCJCS detention facility personnel will notify County of such conditions and County shall assume responsibility for and arrange for such care. The County agrees to authorize the Judge or Referee of the Court with juvenile jurisdiction, or the designated officers as listed herein to sign appropriate forms which would authorize medical attention and local medical facilities for said juveniles in case emergency care is deemed necessary by the MCJCS detention personnel and the appropriate medical personnel.
5. That the County shall, at its own expense, transport all juveniles to and from the MCJCS detention facility.
6. Neither party's liability shall exceed any cap or limitation on damages or liability that exist pursuant to state or federal law. Should County carry liability insurance

above the cap or limitation on damages or liability as established by state or federal law, County's liability to any party described herein shall not exceed the existing coverage afforded to the County under the liability insurance policies for the events giving rise to a claim against the County pursuant to this contract.

7. That MCJCS detention facility personnel are authorized to release duly placed juveniles of said County upon written order or written request from the Judge or Magistrate of Court having juvenile jurisdiction or Officers of the Court as designated herein to law enforcement officers of said County or to party as designated by the written order or request.
8. The regular charges are one hundred seventy dollars (\$175.00) per day. Any part of the initial day is counted as a full day.
9. The terms of this agreement shall be from July 1, 2022 through June 30, 2023

Prison Rape Elimination Act (PREA) Statement of Compliance

Madison County Juvenile Detention Center shall be committed to a zero tolerance standard for all forms of sexual abuse/assault/misconduct/harassment or rape within the facility and shall be committed to reducing the risk of sexual abuse, sexual harassment, assault, misconduct and rape through implementing the Prison Rape Elimination Act (PREA) as outlined in *Public Law 108-79 standard 115.311*.

- That youth placed in the MCJDC by your county will understand that sexual activity between another youth or staff is prohibited and is subject to criminal disciplinary action.
- That further in Pursuant to *TCA 37-1-403 AND 37-1-605* , any person who has knowledge of or is called upon to render aid to any resident/child who is being abused, sexually, sexually assaulted or sexually harassed has the duty to report such abuse. Therefore, your county has the duty to report such abuse whether the abuse happened before, during or after the child was a resident at the MCJDC. All allegations of abuse must be reported to the DCS Abuse Hotline 1-877-237-004.

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

MADISON COUNTY JUVENILE COURT SERVICES

BY: _____, Detention Supervisor DATE: _____

BY: _____, Director DATE: _____

BY: _____, County Mayor DATE: _____

BY: _____, _____ DATE: _____

BY: Cheatham County
CONTRACTED COUNTY

BY: _____ DATE: _____

BY: _____, County Executive DATE: _____

RESOLUTION: 9 (D)
RESOLUTION TITLE: To Approve Mayor's Signature For Historic Grant Application For Courthouse
DATE: July 18, 2022
MOTION BY: Mr. Ed Greer
SECONDED BY: Ms. Diana Lovell

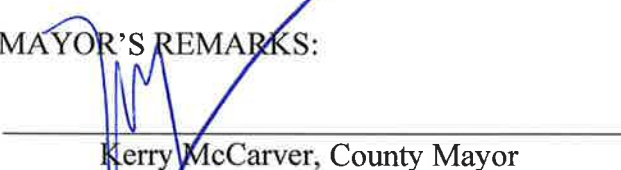
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature for the Historic Grant Application for Courthouse 30% grant.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July 2022.




Teresa Gupton, County Clerk

RESOLUTION: 9 (E)

RESOLUTION TITLE: To Approve Mayor's Signature On Credit Bureau System D/B/A Ambulance Medical Billing Contract With EMS

DATE: July 18, 2022

MOTION BY: Mr. Ed Greer

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

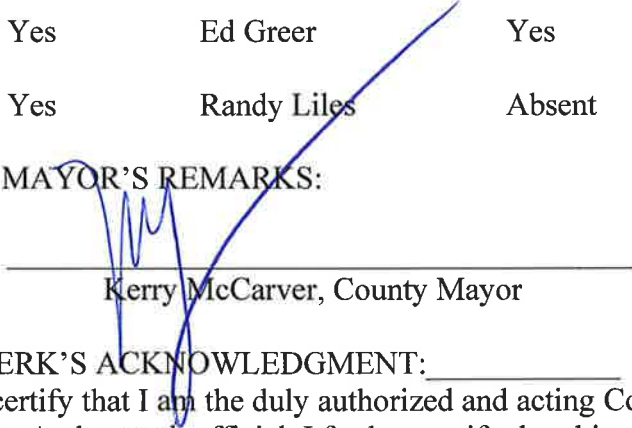
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on the Credit Bureau System D/B/A Ambulance Medical Billing Contract with EMS.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July 2022.


Teresa Gupton, County Clerk



AMB SERVICE AGREEMENT

THIS AMB SERVICE AGREEMENT (the "Agreement") is made and entered into on this the 12th day of July, 2022, by and between Cheatham County EMS, of 3455 Bell Street, Ashland, TN 37015 ("CLIENT"), and Credit Bureau Systems, Inc. d/b/a Ambulance Medical Billing, of 100 Fulton Court, Paducah, Kentucky 42001-9004 (hereafter "AMB"), pursuant to the terms and conditions set forth herein. For the consideration stated herein, the parties do hereby agree as follows:

1. **Description of Services.** AMB is a national ambulance and EMS full-service billing and revenue cycle management firm, specializing in billing and obtaining payment for services provided by ambulance services, and CLIENT is in the business of providing ambulance services to patients in its geographical location. For the term of this Agreement, as defined herein, AMB shall use commercially reasonable efforts to bill for and obtain reimbursement for CLIENT for the services rendered by the CLIENT to patients, on or after the Effective Date, by billing patients and third-party payers, including applicable governmental programs and entities (hereafter the "Services"). Any additional services which AMB agrees to provide, other than those set forth in this Agreement, will be explicitly set forth in an Addenda hereto which, if applicable, is incorporated herein by reference and explicitly made a part of and included in the Services. All provisions in this Agreement apply to any Addenda unless explicitly stated otherwise.

CLIENT agrees that AMB will be the sole and exclusive provider of the Services during the terms of this Agreement, and CLIENT will not utilize any other party or entity, or its own personnel, to bill for services rendered by CLIENT during the term of this Agreement.

2. **Effective Date.** This Agreement shall be effective for all Services rendered by CLIENT on and after September 1, 2022, during the term of this Agreement, as defined herein. Upon this Agreement becoming effective, the prior Service Agreement between the parties shall terminate and CLIENT's liability for Equipment under such prior agreement shall be deemed satisfied.

3. **Term.** The initial term of this Agreement shall be for Three (3) years from the Effective Date (hereafter the "Initial Term"). The Initial Term shall automatically renew for an additional Two (2) year term (hereafter the "Additional Term") unless the Agreement is terminated in the time and manner set forth herein.

4. **Fees.** Beginning as of the Effective Date, CLIENT shall pay AMB a fee of 6.25% per month of net collections received during the Initial Term and any Additional Term (the "Base Fee"), including any wind down period as defined herein. Net collections shall be defined as the total sum of all money collected and/or received by AMB and/or CLIENT, for the services rendered by CLIENT after the Effective Date, during the Initial Term or any Additional Term of this Agreement. It is specifically agreed that net collections are calculated based on gross dollars received, without regard to whether CLIENT has been required to refund any money collected to any third-party payers, including applicable governmental programs and entities. The parties acknowledge that some direct payments will be made to CLIENT during the term of this Agreement (hereafter "Direct Payments") and CLIENT acknowledges that AMB is entitled to be

paid its fee, as described herein, with respect to any such Direct Payments. CLIENT shall report all such Direct Payments to AMB within 72 hours of receiving said payment.

5. **Computer Hardware, Software, and Training.** To implement the Services, CLIENT has requested, and AMB has agreed to provide, the following necessary computer hardware, software, whether cloud based or otherwise, equipment, and training (hereafter collectively the "Equipment") for the following agreed upon prices:

- a. Software: eso EHR Solutions including HDE - \$12,185.00/annually
- b. Hardware: 8 Panasonic G2's with Keyboard -\$32,000.00
- c. Training: \$1,500.00

Total Charge for Equipment: \$45,685.00

By executing this Agreement, CLIENT acknowledges that the CLIENT has received and is using or can use the Equipment, including all training, contemplated hereunder, unless CLIENT provides written notice, as required herein, to AMB within sixty (60) days of the Effective Date. Absent written notice, CLIENT waives any claim that it did not receive the Equipment, is not using the Equipment, or that the Equipment does not work.

CLIENT further acknowledges that it, rather than AMB, has independently chosen all Equipment and made such investigation into the quality, reliability and need for the Equipment as it deems necessary. CLIENT agrees that AMB is not vouching for or warranting the Equipment, or the specific version of Equipment, and CLIENT agrees that AMB will have no liability or responsibility for any problems, malfunctions, or glitches with the Equipment. CLIENT agrees and acknowledges that its sole remedy with respect to any problems with any Equipment shall be as against the vendor or manufacturer and AMB's only obligation is to assist CLIENT in finding the appropriate solution so as to provide the Services.

CLIENT and AMB agree and acknowledge that Equipment shall become the property of the CLIENT, and title shall pass to the CLIENT, upon delivery and/or installation by AMB.

If this Agreement is terminated by CLIENT or AMB, for any reason, prior to the completion of the Initial Term, CLIENT shall immediately pay AMB the pro-rata portion of the Total Charge for Equipment that represents the pro-rata portion of the Initial Term that is not completed due to termination (hereafter the "Pro Rata Charge for Equipment"). By way of example, if CLIENT terminates this Agreement, for whatever reason, after 19 of 36 months, CLIENT shall owe and shall pay AMB the Pro Rata Charge for Equipment which shall be equal to 17/36ths of the Total Charge for Equipment, immediately upon termination. CLIENT specifically acknowledges that it shall have no right to return the Equipment or any portion of the Equipment to AMB for a full or partial credit towards the Total Charge for Equipment owed by CLIENT to AMB.

If CLIENT fulfills its obligations as described herein, including its obligation to pay for all Base Fees as described herein, and the Agreement is not terminated prior to the expiration of the Initial Term, CLIENT shall owe no additional amount to AMB for the Equipment.

6. **Remit To Address.** It is mutually agreed that all payer "remit to" addresses and patient payments shall be directed to the office of AMB. CLIENT acknowledges that it is a material breach of this Agreement to change the "remit to" address for any payer or third-party payers, including applicable governmental programs and entities.

7. **Payment of Fees to AMB.** AMB shall send an invoice to CLIENT for all Base Fees, any Pro Rata Charge for Equipment due and owing, and any other charges, as provided for herein, on or about the 10th day of each month following the close of business for the prior month (hereafter "Invoice"). Payment is due, and CLIENT shall pay, the Invoice upon receipt. Any Invoice, or part of any Invoice, that is not paid by CLIENT within thirty (30) days of the Invoice date, shall be subject to, and CLIENT shall pay, interest at the rate of 1.5% per month until paid.

CLIENT agrees to carefully review each Invoice upon receipt, and CLIENT shall notify AMB in writing with respect to any charges that are disputed within thirty (30) days of the Invoice date. All charges on any Invoice that are not disputed in writing by CLIENT within thirty (30) days of the Invoice date, along with all accrued interest charges, shall be deemed correct, final and non-modifiable by the parties.

CLIENT agrees to, and hereby does, grant AMB a right of offset on all money received and to be received on behalf of CLIENT pursuant to this Agreement, as a result of the Services provided by AMB, up to the amount of all outstanding Invoices.

Should CLIENT fail to pay AMB within thirty (30) days of the date of any Invoice, Client hereby authorizes and directs AMB to access, withhold, retain and apply sufficient sums for payment to AMB of all outstanding Invoices from money paid to and on behalf of CLIENT from payment transactions on patient accounts, whether from insurance companies, governmental payers, or patients. AMB shall have the right, but not the obligation, to take such steps as allowed herein, and AMB does not waive the right to take any steps it is allowed to take hereby by refraining from immediately taking such steps. All balances due and owing to AMB after any offset shall remain due and owing pursuant to the terms set forth herein. Without limiting the foregoing, CLIENT specifically authorizes and directs AMB to change all "remit to" addresses in connection with all billing to direct all patient and/or third-party payments to AMB, rather than CLIENT. AMB shall provide a full and complete accounting to CLIENT of all payments remitted to AMB on behalf of CLIENT, and AMB shall promptly remit to CLIENT all money remitted to AMB, net of any money retained and applied towards amounts owed to AMB. If CLIENT fails to pay any outstanding Invoice within 90 days of the Invoice date, AMB reserves the right to terminate the Agreement immediately with the wind down period being voided and AMB having no further obligations hereunder. AMB's lien, and right of offset, as set forth herein, shall survive the termination of this Agreement.

8. **Bank Account and Treasury Process.** A bank account or lockbox account will be set up and maintained in the name of CLIENT for the purpose of receiving remittances from AMB (hereafter the "Bank Account"). CLIENT shall be responsible for all bank charges, and AMB shall have no responsibility or liability for any bank error or omissions. Except as provided for in Section 7 of this Agreement, AMB shall remit all amounts collected on a daily basis to the CLIENT's Bank Account via ACH Electronic Funds Transfer.

9. **Operating Procedures.** CLIENT agrees and acknowledges that in order for AMB to provide the Services contemplated hereby, CLIENT must provide, or cause facilities, hospitals, or other third-party sites at which CLIENT provides services, to provide to AMB accurate and complete demographic information required by AMB, at no cost to AMB (hereafter the "Demographic Information"). CLIENT acknowledges that AMB will necessarily rely on the Demographic Information in providing the Services contemplated herein, and that the timing and amount of reimbursements and ultimately Net Collections generated by AMB and received by CLIENT is directly related to the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of AMB. CLIENT agrees, therefore, to provide sufficient employees, and training and oversight of its employees, so that complete and accurate Demographic Information is captured.

AMB will bill and attempt to collect CLIENT charges in a commercially reasonable manner and in accordance with all applicable Federal, State, and Local laws and regulations.

a) **Responsibilities of AMB:**

(1) Provide coding of all encounters generated by CLIENT, as required by third-party payers, inclusive of, but not limited to HCPCS, and the appropriate ICD coding schemes, including but not limited to ICD-9 CM or ICD-10 coding schemes, and such other coding schemes as may be adopted and/or used.

(2) Issue bills to individuals for all self-pay patients with a minimum of 2 statements and 1 script letter (Collection Notice). CLIENT will be given limited discretion regarding the wording to appear on bills and letters.

(3) As necessary, develop and maintain electronic data interfaces directly with CLIENT's hospital service sites (where such sites allow) for the collection of patient demographic data. CLIENT agrees to apply its best efforts to assist AMB in achieving these interfaces, including, but not limited to interacting with hospital Information Systems staff, Administration, and others.

(4) Issue initial billing to patients and/or third parties no more than three (3) business days after receiving all required information.

(5) Submit claims electronically to all third-party payers capable of accepting claims in electronic format.

(6) Prepare and deliver month-end reports of the billing performance and practice statistics no later than the tenth (10th) business day of the next month. This duty may be fulfilled by electronic and/or paper reports.

(7) Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third parties.

(8) Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.

(9) Use reasonable efforts to advise CLIENT of any material change in third-party rules and regulations which are made known to providers and third-party billing agents or otherwise known to AMB.

b) **Responsibilities of CLIENT:**

(1) Identify one administrative and one clinical representative to whom AMB may, respectively, address all matters related to Services under this Agreement. If AMB or its selected vendor performs coding for CLIENT, CLIENT will also appoint a coding representative. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and upon AMB's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals appointed by CLIENT will provide timely response to all reasonable requests by AMB.

(2) CLIENT warrants that AMB may rely on the existence of patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices, and physician signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT.

(3) CLIENT will assist AMB in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by AMB in an efficient and cost-effective manner.

(4) CLIENT will provide AMB with timely notice at least sixty (60) days prior to the expected addition or reduction of services so that AMB has adequate time to perform its duties under the Agreement. AMB will not be responsible for losses or delays in payment resulting from untimely notice.

(5) It is the mutual goal of CLIENT and AMB to conduct all billing in a compliant manner. CLIENT will establish and enforce and AMB will follow written billing policies and procedures for the practice that will serve as the foundation of a practice Compliance Program for CLIENT and AMB. These billing policies and procedures will be developed and amended, as needed, in concert with AMB's Compliance Staff and AMB's Compliance Plan, as described in the Agreement, and shall be consistent with AMB's Compliance Plan.

(6) CLIENT will respond, within five (5) business days, to any documentation requests, made by payers and/or AMB, and forwarded from AMB.

(7) Upon receipt of the requisite research and worksheets from AMB, CLIENT will timely issue refunds of overpayments to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify AMB of the receipt of cancelled checks upon which AMB shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.

(8) CLIENT shall be responsible for assuring that all information required for CLIENT enrollment, if performed by AMB, is provided timely, accurately and completely. AMB shall not be responsible for delays in provider enrollment and subsequent billing and payment delays or losses related to delayed response by CLIENT.

(9) CLIENT shall give AMB timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that AMB may accommodate these changes, as necessary.

(10) CLIENT shall give AMB a 30-day notice of any fee schedule changes to update the billing software.

10. **Confidentiality.** AMB agrees not to disclose to anyone other than CLIENT any information about CLIENT's business, fee structure, internal compensation, operating practices and procedures, methods, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (CLIENT's "Confidential Information"), except as required to bill charges, as legally required, or as otherwise provided herein.

CLIENT agrees that it will not disclose to third parties information about AMB's business, fee structure, strategies, internal compensation, operating practices, procedures, protocols, methods, vendors, computer hardware and any proprietary software utilized, and resulting or related processes employed by AMB to provide the Services (AMB's "Confidential Information").

Each party's Confidential Information shall remain the property of that party, during and after this Agreement. Both parties shall, at all times, have in force a signed Confidentiality Agreement executed by each full time and part time employee, independent contractor, consultant and vendor that requires CLIENT's Confidential Information and AMB's Confidential Information to be maintained and protected as set forth herein, which said Confidentiality Agreement(s) shall survive the expiration or termination of this Agreement. Both parties shall comply with, and assist the other with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the foregoing, CLIENT agrees that AMB may use CLIENT information for research and statistical compilation purposes so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law. Notwithstanding the foregoing, the parties understand and agree that CLIENT is a governmental entity subject to open records and sunshine laws. To the extent required by law, CLIENT may disclose records related to this Agreement and no good faith disclosure under such laws will be deemed a breach of this Agreement.

11. **Software, Proprietary Information, and CLIENT Data.** AMB will at all times during the term of this Agreement, have a valid and current copy of and license for use of any third-party billing software used to provide the Services required hereunder, and CLIENT will be given timely notice of any changes in third-party software vendors or systems to the extent those changes would materially affect the Services. The parties agree that AMB may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in

electronic form through optical scanning or other technologies selected by AMB and that AMB is not obligated to maintain paper copies. CLIENT represents that it shall maintain a current and complete copy of all CLIENT Information for such time as it deems advisable or is required by law. During the term of this Agreement, AMB will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location. All data received, compiled or created by AMB in connection with AMB's performance of this Agreement shall be deemed to be CLIENT Data and CLIENT shall at all times be the sole and exclusive owner of the CLIENT Data. Upon request of CLIENT at any time or at the expiration of the Initial Term or any Additional Term, AMB shall provide CLIENT in suitable electronic medium all CLIENT Data including a complete list of existing accounts receivable (all debit and credit balances in an industry standard electronic format, including data layout and/or translation tables.) CLIENT agrees that upon termination of this Agreement and after AMB has provided the CLIENT Data to CLIENT, AMB shall have no further obligation to store CLIENT's Data except as may be required by law. AMB shall have no right to withhold CLIENT Data from CLIENT for any reason including, but not limited to, early termination of the Agreement and nonpayment. AMB may maintain a copy of CLIENT Data for documentation of Services and for other purposes related to this Agreement during and after the term of this Agreement.

It is specifically acknowledged that all CLIENT Data is the property of CLIENT but that AMB may maintain a copy for documentation of Services and for other purposes relating to this Agreement during and after the term of this Agreement.

12. **Termination.** This Agreement can be terminated by CLIENT at any time with 90 (ninety) days written notice, as defined herein, for any reason. CLIENT acknowledges that any termination without written notice, as defined herein, is of no effect. In the event this Agreement is terminated, for whatever reason, or expires, the parties agree as follows:

a) AMB shall continue to perform Services, and be entitled to the Base Fees set forth herein, for a period of one hundred twenty (120) days after the effective date of termination (hereafter "Wind Down Period") for all of CLIENT's charges for services rendered prior to the termination date (hereafter "Wind Down Fees").

b) CLIENT expressly agrees to cooperate and assist AMB with its performance during the Wind Down Period and will timely report, or cause to be reported, all payment received during the Wind Down Period.

c) AMB shall discontinue performing Services for CLIENT at the end of the Wind Down Period. CLIENT shall have no right to require the discontinuation of Services before the completion of the Wind Down Period.

d) CLIENT shall pay AMB the Pro Rata Charge for Equipment if the Agreement is terminated by the CLIENT prior to the end of the Initial Term

e) AMB shall deliver to CLIENT, all accounts in AMB's billing software.

13. **Non-Employment.** During the term of this Agreement and for a one-year period commencing with the termination of this Agreement, both parties agree not to employ, directly or indirectly, or through any third-party rendering services on behalf of such party, any employees of

the other or its parent, affiliates or subsidiaries, without written consent of the other party. Both parties agree that the other party does not have an adequate remedy at law to protect its rights under this section and agree that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this section.

14. **Notice.** All notices required hereunder must be in writing and shall be deemed to have been given upon receipt if delivered by overnight courier service, or seven (7) days after mailing (any such mailing to be by certified or registered mail with first-class postage prepaid), sent to the following:

If to AMB:	If to CLIENT:
Ambulance Medical Billing	Cheatham County EMS
<u>Attn: Lloyd Ledet</u>	<u>Attn: Kerry McCarver, Mayor</u>
<u>P.O. Box 9150</u>	<u>350 Frey Street</u>
<u>Paducah, Kentucky 42001-9400</u>	<u>Ashland City, TN, 37015</u>

16. **Governing Law and Jurisdiction.** This Agreement, and any addendums to it, shall be interpreted and governed by the laws of the State of Tennessee. In the event of any dispute or disagreement between CLIENT and AMB, arising under this Agreement or otherwise, the sole and exclusive venue and jurisdiction shall be in the Cheatham Circuit Court.

17. **Indemnification.** AMB will indemnify, defend (including providing a legal defense and paying all reasonable attorney's fees and reasonable litigation expenses) and hold harmless, CLIENT, its officers, directors, shareholders, employees and contractors, against any claims, damages, or liability (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of AMB's errors, omissions, or acts which cause damage to CLIENT, in connection with claims by third-party payers, including applicable governmental programs and entities, subject to the limitation of liability set forth herein..

It is mutually understood and agreed that AMB shall use commercially reasonable efforts in the performance of its duties. Collection performance or CLIENT's cash flow concerns, however, shall not be deemed an error, omission, act, or basis for a claim under this Agreement.

18. **Compliance.** Both parties agree to, and have represented to each other that they do, perform their respective business activities in a manner consistent with all federal, state, and local laws and regulations. As part of the inducement, each to the other, to enter into this Agreement, both parties have represented that they do, and will continue to operate consistent with and fully comply with their respective Corporate Compliance Plans, to the extent that such plans have been adopted. To the extent that no such Plan has been adopted, both parties agree to the following:

a) Each party will conduct its own periodic risk assessment and advise the other party to this Agreement of any findings that may affect that other party's compliance or performance under this Agreement.

b) Both parties agree that the other party hereto may review its Compliance Program upon request.

c) Both parties agree to conduct appropriate background checks on all employees, prospective employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any governmental authority or should be excluded by any governmental authority.

d) Both parties agree to maintain appropriate compliance records and assure the completeness and security of said records.

e) Both parties agree to comply with the rules and regulations related to the following areas of widely known compliance risk:

- (1) Improper waiver of charges, deductibles and copayments;
- (2) Up-coding, unbundling, serial reporting and other coding violations;
- (3) Misuse of a provider number or misrepresenting the identity of a provider of services;
- (4) Failure to repay overpayments or failure to timely refund overpayments;
- (5) Seeking duplicate payment for the same service and/or from the same source;
- (6) Failure to maintain proper records of current and prior billing;
- (7) Failure to protect the confidentiality of patient information;

f) Both parties agree that, in the event that they become aware of a compliance concern that appears to be related to the other party's conduct, they will promptly communicate that concern to the other party in writing. The party receiving notice will take prompt action to investigate the concern and will timely (within 30 days) report back to the other party, in writing, their response to the reported concern.

g) Both parties specifically agree that they will defer reporting any such concern to any payer, governmental agency or agent, or law enforcement organization until they have complied with the above paragraph and remain concerned that the other party's response is inappropriate or more than thirty (30) days has elapsed without any response. Both parties agree that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they immediately report concerns to anyone other than the other party.

h) Nothing herein shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct or allow any misconduct to continue.

i) It is expressly agreed that AMB has the right and duty to suspend and refuse submission of any and all claims that AMB reasonably believes are, or may be, improper and would subject CLIENT or AMB to compliance violations. AMB has the duty to provide reasonable and timely notice to CLIENT of such suspension and to make reasonable and timely efforts to resolve the issue or concern leading to the suspension of claim submission. In the event that investigation is required to resolve the suspension, each party agrees to cooperate in such

investigation.

j) Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.

19. **Independent Contractors.** The parties to this Agreement are independent contractors and nothing herein shall be construed to create an employment relationship between either party or its members.

20. **Insurance.** AMB affirms that at all times during the term(s) of this Agreement, it shall have in force valid Worker's Compensation insurance covering all of its employees, as well as General Liability Insurance with a policy limit of no less than \$500,000, and Errors and Omissions insurance coverage with a policy limit of no less than \$3,000,000. AMB shall provide CLIENT proof of required coverage upon request.

21. **Inspection.** CLIENT, its agents and representatives, shall at all times during the term of this Agreement have reasonable access, during regular business hours, to review and inspect the location(s) where the services are performed upon seven (7) days advance written notice to AMB. Any inspection performed shall be subject to the confidentiality provisions of this Agreement and shall be conducted so as not to disrupt AMB's staff or business. AMB shall not unreasonably deny, restrict or delay access for any requested inspection. In the event that CLIENT engages the services of an outside party to conduct or assist in any inspection, CLIENT shall ensure that all other parties are bound by a Confidentiality Agreement identical to the one applicable to the parties to this Agreement.

22. **Force Majeure.** Time is of the essence in the performance of the duties required by each party hereunder. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard, fire, riot, war, insurrection, or civil disturbance, strikes by common carriers, disruption of business operations by lawful governmental order due to a pandemic, extended loss (more than 48 hours) of utilities (except for non-payment), and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by AMB for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until AMB can restore services, at which time AMB's responsibilities and rights under this Agreement shall be reinstated. CLIENT agrees that under no circumstance shall AMB be liable to CLIENT for any losses associated with a business interruption.

23. **Waiver.** The waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein.

24. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect so long as the purposes for which the parties entered into this Agreement are not substantially frustrated thereby.

25. Miscellaneous.

a) This Agreement contains the entire agreement between the parties relative to the Services to be provided to CLIENT and no amendments, representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect, unless in writing and signed by both parties.

b) This Agreement specifically supersedes any prior written or oral representations or agreements between the parties relating to the provisions of the Services, and any amendments or changes to this Agreement must be in writing, and signed by both CLIENT and AMB to be effective. CLIENT acknowledges that all prior representations and/or projections by AMB regarding potential recoveries of CLIENT prior to the Effective Date are not guarantees or warranties of results, and are merged into, and do not survive this Agreement, unless explicitly stated herein. CLIENT acknowledges that AMB has made no performance guarantee.

c) This Agreement is binding upon, and inures to the benefit of and is enforceable by AMB, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 26 (d) below.

d) Neither party may assign this Agreement without the prior written consent of the other party, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party.

e) The prevailing party in any legal dispute regarding this Agreement shall be entitled to its reasonable attorney's fees and court costs.

f) AMB and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT:

AMB:

Signature: _____

Signature _____

Print Name: _____

Print Name: Lloyd Ledet

Title: _____

Title: President and CEO

Date: _____

Date: _____

**CHEATHAM COUNTY EMS
Business Associate Agreement
Between
CHEATHAM COUNTY EMS and Ambulance Medical Billing**

This Business Associate Agreement (“Agreement”) between CHEATHAM COUNTY EMS and Ambulance Medical Billing is executed to ensure that Ambulance Medical Billing will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of CHEATHAM COUNTY EMS in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Ambulance Medical Billing agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to CHEATHAM COUNTY EMS any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to CHEATHAM COUNTY EMS without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Ambulance Medical Billing agree to the same restrictions, conditions, and requirements that apply to Ambulance Medical Billing with respect to such information;

5. Make PHI in a designated record set available to CHEATHAM COUNTY EMS and to an individual who has a right of access in a manner that satisfies CHEATHAM COUNTY EMS's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by CHEATHAM COUNTY EMS, or take other measures necessary to satisfy CHEATHAM COUNTY EMS's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to CHEATHAM COUNTY EMS or an individual who has a right to an accounting within 60 days and as necessary to satisfy CHEATHAM COUNTY EMS obligations under 45 CFR §164.528;
8. To the extent that Ambulance Medical Billing is to carry out any of CHEATHAM COUNTY EMS's obligations under the HIPAA Privacy Rule, Ambulance Medical Billing shall comply with the requirements of the Privacy Rule that apply to CHEATHAM COUNTY EMS when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Ambulance Medical Billing on behalf of CHEATHAM COUNTY EMS, available to the Secretary of the Department of Health and Human Services for purposes of determining Ambulance Medical Billing and CHEATHAM COUNTY EMS's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if CHEATHAM COUNTY EMS notifies Ambulance Medical Billing of any restriction on the use or disclosure of PHI that CHEATHAM COUNTY EMS has agreed to or is required to abide by under 45 CFR §164.522; and
11. If CHEATHAM COUNTY EMS is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Ambulance Medical Billing agrees to assist CHEATHAM COUNTY EMS in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of CHEATHAM COUNTY EMS's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of CHEATHAM COUNTY EMS agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting CHEATHAM COUNTY EMS of any Red Flags incident (as defined by the Red Flags Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to CHEATHAM COUNTY EMS of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Ambulance Medical Billing on behalf of CHEATHAM COUNTY EMS include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CHEATHAM COUNTY EMS to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by CHEATHAM COUNTY EMS to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Ambulance Medical Billing has been engaged to perform on behalf of CHEATHAM COUNTY EMS.

D. Termination

1. CHEATHAM COUNTY EMS may terminate this Agreement if CHEATHAM COUNTY EMS determines that Ambulance Medical Billing has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Ambulance Medical Billing shall return to CHEATHAM COUNTY EMS or destroy all PHI received from CHEATHAM COUNTY EMS , or created, maintained, or received by Ambulance Medical Billing on behalf of CHEATHAM COUNTY EMS that Ambulance Medical Billing still maintains in any form. Ambulance Medical Billing shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this day July 12 of, 2022.

Cheatham County EMS

Ambulance Medical Billing

Signature: _____

Signature: _____

Print Name: _____

Print Name: Lloyd Ledet

Title: _____

Title: President and CEO

Date: _____

Date: _____

RESOLUTION: 10 (A)

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

DATE: July 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 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 related to projects started or discussed in the prior budget year to be completed in the new budget year 2022-2023, After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

Human Resources/County Buildings/ Circuit Court/ Courtroom Security/ Sheriff's Department/ Jail/ Emergency Management/ Rabies and Animal Control/ Ambulance/ Emergency Medical Services/ Libraries/ Education Capital Projects

101-39000	Unassigned	\$133,523.15	
101-51310-435	Office Supplies		\$108.38
101-51800-335-99	Maintenance and Repair Services – Buildings		\$600.00
101-51800-410	Custodial Supplies		\$839.21
101-51800-413	Drugs and Medical Supplies		\$492.80
101-53100-719	Office Equipment		\$15,912.50
101-53920-716	Law Enforcement Equipment		\$2,112.00
101-54110-337	Maintenance and Repair Services – Office Equipment		\$810.42
101-54110-338	Maintenance and Repair Services – Vehicles		\$2,500.00
101-54110-431	Law Enforcement Supplies		\$408.00
101-54110-716	Law Enforcement Equipment		\$1,014.00
101-54210-431	Law Enforcement Supplies		\$1,868.00
101-54490-451	Uniforms		\$2,662.74
101-54490-499	Other Supplies and Materials		\$2,925.00
101-55120-599	Other Charges		\$2,592.00
101-55130-413	Drugs & Medical Supplies		\$93.90
101-56500-432-001	Library Books/Media		\$620.25
101-56500-432-002	Library Books/Media		\$122.22
101-91300-728	Traffic Control Equipment		\$97,841.73

Transfer funds closed out at fiscal year-end 2021-2022 to 2022-2023 in order to complete the project in the new fiscal year

Circuit Court

101-34520-04	Restricted for Administration of Justice	\$11,437.50	
101-53100-317	Data Processing Services		\$11,437.50
<i>Transfer reserve Data Processing Fees from General Sessions Reserve to pay annual web access & inquiry subscription services for General Sessions Court</i>			

Rabies and Animal Control

101-34730-01	Assigned for Public Health & Welfare	\$24,000.00	
101-55120-599	Other Charges (Donations)		\$24,000.00
<i>Transfer funds from Animal Control donation reserve to cover expenses for fiscal year 2022-2023</i>			

Sheriff

101-34525-02	Restricted for Public Safety	\$5,800.00	
101-54110-599	Other Charges – Sex Offender Registry		\$5,800.00
<i>Transfer funds from Sex Offender Registry reserve to cover expenses for fiscal year 2022-2023</i>			

County Buildings

101-34635-01	Committed for Social, Cultural, and Recreational Svc	\$10,000.00	
101-51800-599	VET Other Charges – Veterans Memorial Park		\$10,000.00
<i>Transfer funds from Parks reserve to cover maintenance expenses for Veterans Memorial Park (mowing, electricity, and water) for fiscal year 2022-2023</i>			

NOTE: The following amendments are for One-time Payments for FY2022-2023

Rabies and Animal Control

101-55120-357	Veterinary Services	\$3,036.79	
101-55120-106	Deputy(ies)		\$3,036.79
<i>Transfer budgeted funds to payout an employee that is leaving</i>			

Budget Vote(07/11/2022): 5 Yes 0 No 0 Absent
Funding Source: Various

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

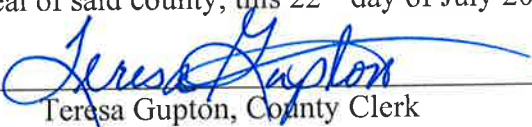
CHEATHAM COUNTY MAYOR'S REMARKS:


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 22nd day of July 2022.


Teresa Gupton, County Clerk



RESOLUTION: 10 (B)

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

DATE: July 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

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

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2022-2023, After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

Highway - Administration

131-34550	Restricted for Highways/Public Works	\$400.00	
131-61000-499	Other Supplies and Materials		\$400.00
<i>Transfer funds closed out at fiscal year-end 2021-2022 in order to complete the projects in the new fiscal year</i>			

Highway and Bridge Maintenance

131-34550	Restricted for Highways/Public Works	\$501,018.96	
131-62000-399	Other Contracted Services		\$488,523.96
131-62000-399-01	Other Contracted Services		\$12,205.00
131-62000-443	Road Signs		\$290.00
<i>Transfer funds closed out at fiscal year-end 2021-2022 to 2022-2023 in order to complete the projects in the new fiscal year</i>			

Highway – Operation and Maintenance of Equipment

131-34550	Restricted for Highways/Public Works	\$4,214.89	
131-63100-418	Equipment and Machinery Parts		\$514.89
131-63100-450	Tires and Tubes		\$3,700.00
<i>Transfer funds closed out at fiscal year-end 2021-2022 to 2022-2023 in order to complete the projects in the new fiscal year</i>			

Highway – Capital Outlay

131-34550 Restricted for Highways/Public Works \$304,350.00
131-6800-790 Other Equipment \$304,350.00

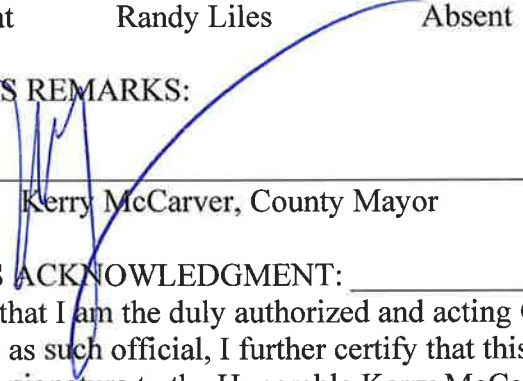
*Transfer funds closed out at fiscal year-end 2021-2022 to 2022-2023
in order to complete the projects in the new fiscal year*

*Budget Vote(7/11/2022): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances*

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Absent	Randy Liles	Absent

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 22nd day of July 2022.



Teresa Gupton, County Clerk

RESOLUTION: 10 (C)

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

DATE: July 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

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

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2022-2023, After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

General Administration (91110) / Other General Government Projects (91190) / Highway and Street Capital Projects (91200)

171-34575	Restricted for Capital Outlay	\$306,449.19	
171-91110-799-02	Other Capital Outlay		\$197,049.19
171-91190-599	Other Charges		\$86,800.00
171-91200-724	Site Development		\$22,600.00

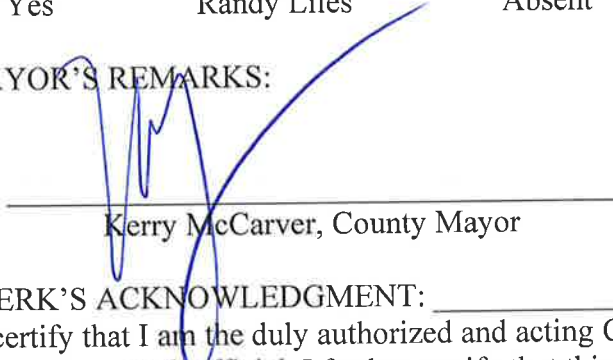
Transfer of funds closed out at fiscal year-end 2021-2022 to 2022-2023 in order to complete the project in the new fiscal year

*Budget Vote(07/11/2022): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances*

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July 2022.



Teresa Gupton, County Clerk



RESOLUTION: 10 (D)

RESOLUTION TITLE: To Authorize The Following Budget Amendments For Other Capital Projects – Vehicle

DATE: July 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for Other Capital Projects – Vehicles:

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2022-2023, After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

Other General Government Policies

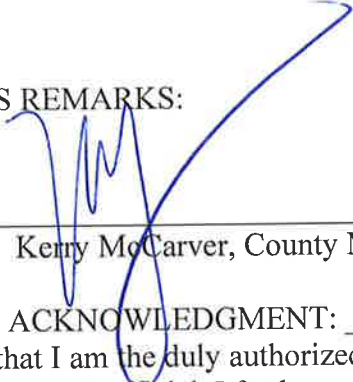
178-34575	Restricted for Capital Outlay	\$251,001.75	
178-91190-718-02	Motor Vehicles		\$187,410.75
178-91190-718-03	Motor Vehicles		\$63,591.00
<i>Transfer of funds closed out at fiscal year-end 2021-2022 to 2022-2023 in order to complete the project in the new fiscal year</i>			

Budget Vote (07/11/2022): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

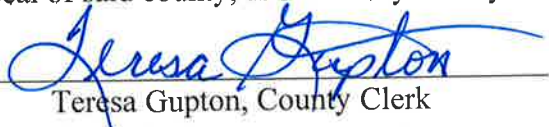


Kerry McCarver, County Mayor

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 22nd day of July 2022.



Teresa Gupton, County Clerk



RESOLUTION: 10 (E)

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Courthouse and Jail Maintenance Fund

DATE: July 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Courthouse and Jail Maintenance Fund:

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2022-2023, After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

County Buildings

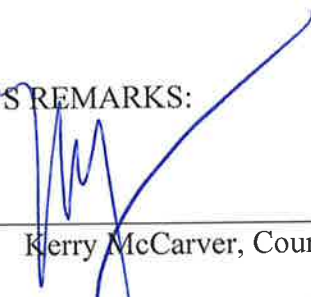
112-34610	Committed for General Government	\$1,458.50	
112-51800-707	Building Improvements		\$1,458.50
<i>Transfer funds closed out at fiscal year-end</i>			
<i>2021-2022 to 2022-2023 in order to complete</i>			
<i>the project in the new fiscal year</i>			

Budget Vote (07/11/2022): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

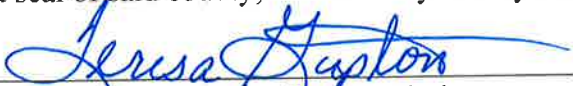


Kerry McCarver, County Mayor

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 22nd day of July 2022.



Teresa Gupton, County Clerk



RESOLUTION: 10 (F)

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

DATE: July 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

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

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2022-2023, After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st .

Sanitation Management

116-34530	Restricted for Public Health and Welfare	\$1,000.00	
116-55710-506	Liability Insurance		\$1,000.00

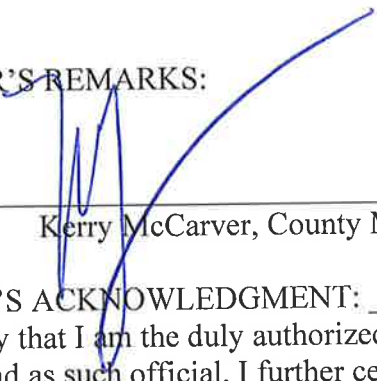
*Transfer funds closed out at fiscal year-end
2021-2022 to 2022-2023 in order to complete
the project in the new fiscal year*

*Budget Vote (07/11/2022): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances*

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

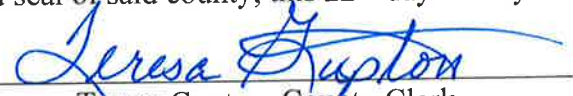


Kerry McCarver, County Mayor

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 22nd day of July 2022.



Teresa Gupton, County Clerk



RESOLUTION: 10 (G)

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

DATE: July 18, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

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

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2022-2023, After speaking to the auditor during our fiscal year 2019-2020 audit, it was recommended that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

Technology

141-39000	Unassigned	\$115,687.80	
141-72250-350	Internet Connectivity		\$115,687.80
<i>Transfer funds from General Purpose School fund</i>			
<i>Balance from E-rate funding for internet expenses</i>			

Board of Education: 4 Yes 0 No 2 Absent
Budget Vote: 5 Yes 0 No 0 Absent
Funding Source: General Purpose School Fund Balance

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

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

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 22nd day of July 2022.



Teresa Gupton, County Clerk



RESOLUTION: 10 (H)
RESOLUTION TITLE: To Authorize The Following Surplus Items For The County General
DATE: July 18, 2022
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 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, recycled, and/or receipt proceeds of sale to County General Fund: 101-45530 (Sale of Equipment) / 101-44145 (Sale of Recycled Materials):

Department: Circuit and General Sessions

Items: 13 Towers

Serial Numbers: MXL5420JQ1
2UA7152NB4
MXL5420JQ3
MXL5420JQ2
MXL8331KCK
MXL8331KCC
MXL8331KCG
MXL8331KCL
MXL8331KCH
MXL8331KCB
MXL8331KCJ
MXL8331KCD
MXL8331KCF

Items have reached end of life. Once approved for surplus, items will be disposed of.

Items: 11 Monitors

Serial Numbers: CNC203NPSS
CNC203NPSF
CNC203NPSR
CNC203NPSB
CNC149Q9XS
CNC850QTX1

CNC850QV9F
CNC203NPSV
CNC149Q9XW
CNC149Q9X2
CNC149Q9XT

Items have reached end of life. Once approved for surplus, items will be disposed of.

Items: 3 Laptops

Serial Numbers: 5CG716160P
5CG5110VC9
5CG716160K

Items have reached end of life. Once approved for surplus, items will be disposed of.

*Budget Vote (7/11/2022): 5 Yes 0 No 0 Absent
Funding Source: None*

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



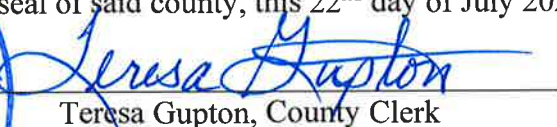
Kerry McCarver, County Mayor

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 22nd day of July 2022.





Teresa Gupton, County Clerk

RESOLUTION: 11

RESOLUTION TITLE: To Approve The \$1.50 Pay Increase For All Jail Positions

DATE: July 18, 2022

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Gary Binkley

COMPLETED RESOLUTION:

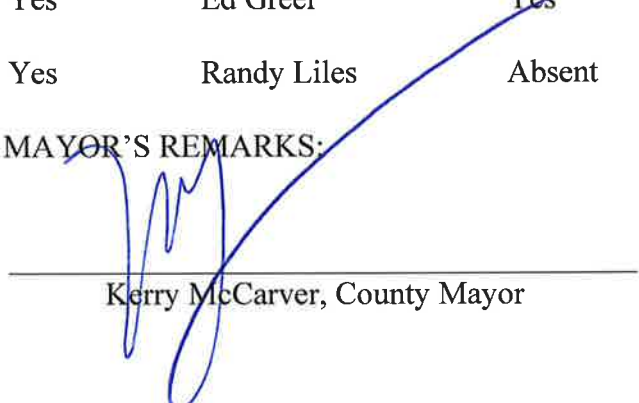
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July, 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the \$1.50 pay increase for all Jail Positions. This would be an annual cost of \$118,378.00 for FY22-23. There is currently \$173,392.27 available in the Jailer Salary Reserve from unused funds due to vacancies.

Jail			
101-34625-06	Committed for Public Safety	\$118,378.00	
101-54210-160	Guards		\$74,641.00
101-54210-115	Sergeant(s)		\$28,148.00
101-54210-105	Supervisor/Director		\$ 3,110.00
101-54210-103	Assistant(s)		\$ 3,115.00
101-54210-141	Foreman (Workhouse Guards)		\$ 6,234.00
101-54210-167	Maintenance Personnel		\$ 3,130.00

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July, 2022.



Teresa Gupton, County Clerk



RESOLUTION: 12

RESOLUTION TITLE: To Approve The ThreeStar Fiscal Confirmation Letter, Annual Cash Flow Forecast, Acknowledgment Of The Cheatham County Debt Management Policy, And Confirmation Of Documented Internal Controls Requirement

DATE: July 18, 2022

MOTION BY: Mr. Gary Binkley

SECONDED BY: Mr. David Anderson

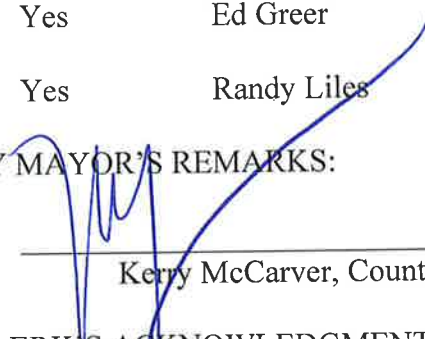
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July, 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the ThreeStar Fiscal Confirmation letter, Annual Cash Flow Forecast, Acknowledgment of the Cheatham County Debt Management Policy, and Confirmation of Documented Internal Controls Requirement.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

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 22nd day of July, 2022.


Teresa Gupton, County Clerk



RESOLUTION: 13
RESOLUTION TITLE: To Approve The Amendment To The Lease Agreement For The Veteran's Park
DATE: July 18, 2022
MOTION BY: Mr. Gary Binkley
SECONDED BY: Ms. Diana Lovell

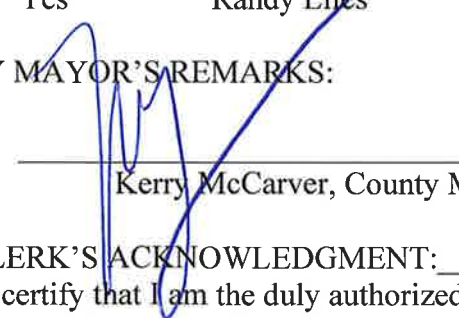
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July, 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the amendment to the Lease Agreement with the Veteran's Park for the county to take over utilities and landscaping.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

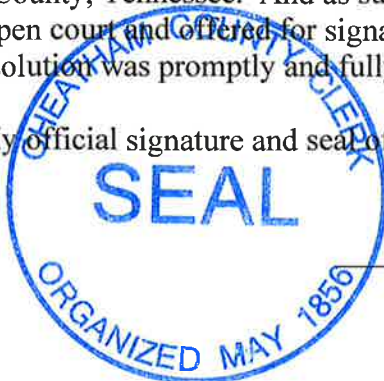
CHEATHAM COUNTY MAYOR'S REMARKS:


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 22nd day of July, 2022.




Teresa Gupton, County Clerk

RESOLUTION: 14
RESOLUTION TITLE: To Approve The Speed Limit Change On Oakmont Road
DATE: July 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 18th day of July, 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the speed limit change on Oakmont Road from 40 mph to 25 mph.

RECORD: Approved by roll call vote 10 Yes 0 No 2 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.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

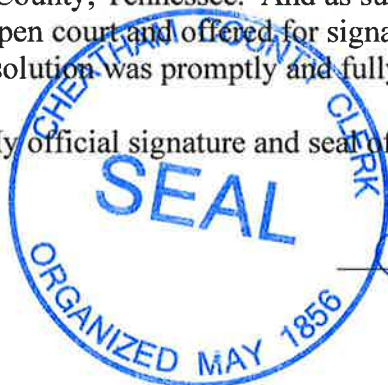
CHEATHAM COUNTY MAYOR'S REMARKS:

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 22nd day of July, 2022.



Teresa Gupton, County Clerk

RESOLUTION: 15
 RESOLUTION TITLE: Consent Calendar
 DATE: July 18, 2022
 MOTION BY: Mr. Walter Weakley
 SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 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. County Trustee | |
| 4. School Board | <i>E Rate Funds in Budget Report</i> |
| 5. County Clerk | <i>Annual Financial Reports received by the following offices: Circuit Court, General Sessions Court, County Clerk, Sheriff, and Register of Deeds</i> |
| 6. Beer Board | <i>Yes Old Highway 70 Market</i> |
| 7. Emergency Services | <i>No Report</i> |
| 8. County Records | <i>No Report</i> |
| 9. Technical Committee | <i>No Report</i> |
| 10. Industrial Development | <i>No Report</i> |
| 11. Capital Improvements | <i>A. Approval of Historical Grant for Court House</i>
<i>B. 911, Ag. Extension, Election Office move</i> |
| 12. Calendar and Rules | <i>No Report (look into next month Veterans Request to waive wheel tax)</i> |
| 13. Industrial Development | <i>No Report</i> |

Notaries

<i>Renee Brock Aly</i>	<i>Heaven Lee Anhhalt</i>	<i>Barbara G. Borel</i>
<i>Elle Buckley</i>	<i>Chasity A. Herity</i>	<i>Karen Holt</i>
<i>Jamie West</i>		

RECORD: Approved by voice vote 2 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

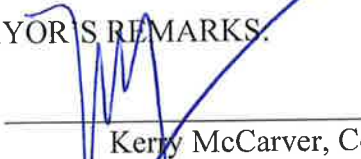
Ed Greer

Connie Mayo

Randy Liles

Absent

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 22nd day of July 2022.


Teresa Gupton, County Clerk



RESOLUTION: 16
RESOLUTION TITLE: Adjourn
DATE: July 18, 2022
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. David Anderson

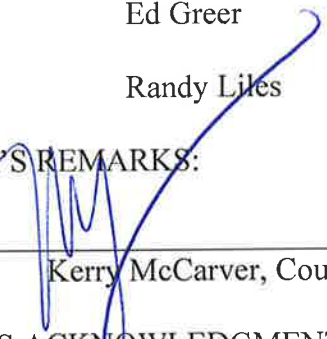
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of July 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 7:09 P.M.

RECORD: Approved by voice vote 2 Absent.

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 Absent

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 22nd day of July 2022.





Teresa Gupton, County Clerk