

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
August 16, 2021

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on August 16, 2021 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 6:00 P.M.

Mr. Mike Russell, Director of Solid Waste announced the Household Hazardous Waste Day will be held on October 9th at Sycamore Square. The Free dump days are as follows: October 2nd for Pegram and Kingston Springs from 7:30 until 3:00 p.m., October 9th for Ashland City from 7:30 until 3:00 p.m., and October 16th for Pleasant View, East Cheatham and West Cheatham from 7:30 until 3:00 p.m.

Public Forum closed at 6:05 P.M.

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Mike Breedlove at 6:05 P.M.

Invocation was offered by Mr. Ronnie Barron.

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

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

Chairman Mr. Donnie Jordan stated that the proposed rezone request for the property located at 4055 Sweethome Road has been removed from the Agenda.

Motion was made by Mr. Walter Weakley, seconded by Ms. Diana Lovell to approve the August 16, 2021 Legislative Boyd Meeting Agenda.

Motion approved by voice vote. See Resolution 2.

Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the Minutes from the July 19, 2021 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 3.

UNFINISHED BUSINESS

County Mayor, Mr. Kerry McCarver presented plaques to honor each member of the Cheatham County Veterans Memorial Committee.

NEW BUSINESS

PUBLIC HEARING: Chairman Mr. Donnie Jordan opened Public Hearing at 6:24 P.M.

The following was advertised to be heard:

1. *Carney and Terry Christian requesting a Zone Change from Agriculture to R1 for Map 047, Parcel 018.02. Property is located at 3127 Ashland City Hwy, in the 5th Voting District, and is not in a Special Flood Hazard Area.*
2. *Tony Ules requesting a Zone Change from Agriculture to E1 for Map 038, Parcel 100.01. Property is located at 1302 Bennett Road, in the 2nd Voting District, and is not in Special Flood Hazard Area.*

No one spoke for or against these changes

Public Hearing Closed at 6:25 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Walter Weakley, seconded by Mr. David Anderson to approve a resolution creating a moratorium on rezonings on a portion of Sweethome Road.

Motion approved by roll call vote 12 Yes 0 No 0 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.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Motion was made by Mr. Gary Binkley, seconded by Ms. Diana Lovell, to have the County Attorney send letter to the Tennessee Department of Environment and Conservation Division of Solid Waste Management and to State Representative and State Senator regarding enforcement against Mr. Cory Brizendine on Dry Fork Creek Road regarding illegal dumping.

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

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

Motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr., to approve the Zone Change request for Carney and Terry Christian from Agriculture to R1 for Map 047, Parcel 018.02. Property is located at 3127 Ashland City Highway, in the 5th voting district, and is not in a Special Flood Hazard Area.

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

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

Motion was made by Mr. Tim Williamson, seconded by Mr. David Anderson to approve the Zone Change request for Tony Ules from Agriculture to E1 for Map 038, Parcel 100.01. Property is located at 1302 Bennett Road, in the 2nd voting district, and is not in a Special Flood Hazard Area.

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

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

Building Commissioner, Mr. Franklin Wilkinson, handed out the most updated Zoning Book, a copy is on file in the Clerk's Office.

Mr. Wilkinson announced Ms. Mary Sneed who was an appointee on the Board of Zoning Appeals passed away. Mr. Wilkinson asked everyone to keep her family in their thoughts and prayers.

COUNTY MAYOR- MAYOR MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. David Anderson, seconded by Mr. Tim Williamson, to approve the following:

- A.) *The Mayor's signature on Contract for Inmate Medical*
- B.) *The Mayor's appointee to Cheatham County Rail Authority Mr. Ed Cole to replace Alwilda Binkley for a term beginning 2/1/2021 and ending 1/31/2025*

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

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

County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Ed Greer, seconded by Mr. David Anderson to approve the Cheatham County Jail plans as presented by MBI.

After discussion, motion was made by Mr. Gary Binkley, seconded by Mr. Tim Williamson to postpone the approval of the Jail plans for the purpose of holding a work session with the architect to reduce the size of the facility on the plans.

Motion failed by roll call vote 4 Yes 7 No 1 Abstain 0 Absent.

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

Original motion was made by Mr. Ed Greer, seconded by Mr. David Anderson to approve the Cheatham County Jail plans as presented by MBI.

Motion approved by roll call vote 7 Yes 5 No 0 Absent. See Resolution 9.

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

County Mayor, Mr. Kerry McCarver invited everyone to attend a redistricting workshop on August 24th at 6pm in the General Sessions Courtroom.

County Mayor, Mr. Kerry McCarver invited everyone to attend a presentation of the naming of a portion of Highway 12 for the Cheatham County Lady Cubs Basketball Team on Saturday August 21st at 10:00am.

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to authorize the following budget amendments to the County General Fund:

County Buildings	\$62,247.00
Ambulance/Emergency Medical Services	\$10,000.00
Rabies and Animal Control	\$18,000.00
Sheriff	\$5,400.00
Circuit Court	\$2,790.00
Victim Assistance Programs/ Employee Benefits	\$5,904.69
Ambulance/Emergency Medical Services	\$2,889.12

Budget Vote: 4 Yes 0 No 1 Absent
Funding Source: Various

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

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Ed Greer, to create a reserve for the Chamber of Commerce’s unused portion of Hotel/Motel Tax.

Motion was rescinded.

After discussion, motion was made by Mr. Gary Binkley, seconded by Ms. Diana Lovell to remove “prior to the disbursement of funds” from Resolution 22 dated June 29, 2020 and to disburse the remainder of the money allocated to the Chamber of Commerce.

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

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

Chairman, Mr. Donnie Jordan asked Calendar and Rules to come up with a guideline to address the disbursement of the Hotel/Motel Tax for 2021.

Budget Committee recommended, Motion was made by Mr. Tim Williamson, seconded by Mr. Gary Binkley to approve a Three-Year Capital Outlay Note not to exceed \$870,000.00 for district wide Elementary and Middle School Playground Equipment.

*School Board Vote: 4 Yes 0 No 2 Absent
Funding Source: Note Proceeds*

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

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

Directory of Accounts Ms. Sandrine Batts with advisement from the State Comptroller's Office stated the County Clerk's Office corrected the 2021-2022 Tax Levy, Resolution 24, dated June 28, 2021 to reflect the numbers voted on in the meeting.

A copy of the corrected resolution is attached.

COUNTY ATTORNEY – MR. MICHAEL BLIGH: Mr. Bligh invited questions.

ECONOMIC AND COMMUNITY DEVELOPMENT: Director, Mr. Jerome Terrell stated they are having double the RFI's and a lot of activity. Mr. Terrell stated Caymas Boats and Nashville Fab have hired more employees than what was originally thought were needed.

OTHER COUNTY OFFICIALS

COUNTY CLERK- MS. TERESA GUPTON: The County Clerk's Annual Financial Report was included in the packet and the Letter of Agreement is on file in the Clerk's Office.

COUNTY TRUSTEE – MS. MARGIE JARRELL: The Trustee's Annual Financial Report and monthly report is included in the packet and is on file in the Clerk's Office.

CIRCUIT/GENERAL SESSIONS COURT CLERK- MS. JULIE HIBBS: The Circuit and General Session's Annual Financial Report is included in the packet and the Letter of Agreement is on file in the Clerk's Office.

REGISTER OF DEEDS- MR. PAT SMITH: Mr. Smith gave his Annual Financial Report and the Report is on file in the Clerk's Office.

SHERIFF – MR. MIKE BREEDLOVE: Sheriff Breedlove stated they have 91 inmates currently in the Jail. Mr. Breedlove stated they are seeing an increase in the calls and domestic violence cases. Mr. Breedlove stated COVID has hit his Department and he has several employees affected by the virus.

SCHOOL BOARD- DR. CATHY BECK: Dr. Cathy Beck stated School has been in session for 2 weeks. Dr. Beck stated the Governor just signed an Order that gives parents the right to decide about their children wearing masks. Dr. Beck announced football starts this Friday night. Dr. Beck stated all meals were free with state grants. Dr. Beck stated they were busing Sycamore and Harpeth kids to Cheatham Central for automotive classes.

COUNTY SERVICES

UT EXTENSION- MR. RONNIE BARRON: Mr. Ronnie Barron stated Ms. Aneta Eichler had several programs for children and their families in the works. Mr. Barron stated they had several youth programs starting. Mr. Barron announced the 4H Chick Chain sale would be on the Courthouse Lawn.

STANDING COMMITTEES

EDUCATION- Mr. Williamson stated they did meet. The items discussed have already been addressed.

EMERGENCY SERVICES – They did meet. Mr. Donnie Jordan presented, motion was made by Mr. Gary Binkley, seconded by Ms. Diana Lovell to approve the Contract for Emergency Services for the Town of Kingston Springs.

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

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

CAPITAL IMPROVEMENTS – Mr. Binkley stated they did meet.

Motion was made by Mr. Gary Binkley, seconded by Mr. Eugene O. Evans, Sr. to approve a new roof installation at Sycamore Square between Food Lion and Tractor Supply in the amount of \$166,733.00.

Funding Source: Sycamore Square reserve

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

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

Mr. Binkley stated they voted to pave the parking lot at Sycamore Square in front of Food Lion this item was already addressed under the Budget segment.

Mr. Binkley stated they discussed putting islands in the parking lot at Sycamore Square in front Tractor Supply.

County Mayor, Mr. Kerry McCarver stated a State Grant was going to pay for a canopy in front of the Health Department for COVID purposes.

CALENDAR, RULES AND NOMINATING: Mr. Anderson stated the next meeting will be held the 1st Thursday of the month at 6pm in the David McCullough room to discuss having 2 meetings for County Commission and to address the Hotel/ Motel disbursement issue.

TECHNICAL COMMITTEE – They did meet. Mr. Chris Gilmore stated they were looking at systems that other counties are using during Commission Meetings for voting purposes and hoped for a demo to show the full Commission.

CONSENT CALENDAR

Motion was made by Mr. Tim Williamson, seconded by Mr. Eugene O. Evans, Sr. to approve the following applicants for Notary Public:

Notaries

- | | | |
|----------------------------------|----------------------------|------------------------------|
| <i>Pamela J. Armstrong</i> | <i>Jean K. Baron-White</i> | <i>Kimberly Binkley</i> |
| <i>Peggy Deshields</i> | <i>Elizabeth Drake</i> | <i>Carly R. DuRard</i> |
| <i>Pazlee Ferguson</i> | <i>Andrew D. Foote</i> | <i>Glenda J. Hodges</i> |
| <i>Debra D. Horn</i> | <i>Stefanie Hutchens</i> | <i>Zachary Lockhart</i> |
| <i>Ryan Faye Rolston Peacock</i> | <i>Tonya Peer</i> | <i>Dustin Brett Schrader</i> |
| <i>Dakota L. White</i> | <i>Jennifer A. Womack</i> | |

Motion approved by voice vote. See Resolution 15.

Motion was made by Mr. Tim Williamson, seconded by Mr. David Anderson to adjourn at 8:38 P.M.

Motion approved by voice vote. See Resolution 16.

Jenna Dutton

County Clerk

Legislative Body Chairman



RESOLUTION: 24
RESOLUTION TITLE: To Approve The 2021-2022 Tax Levy As Amended
DATE: June 28, 2021
MOTION BY: Mr. Ed Greer
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 28th day of June 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve as amended the combined property tax rate for Cheatham County, Tennessee for the fiscal year beginning July 1, 2021 shall be as follows:

County General	1.2305
Highway/Roads	0.0527
Education Debt Service	0.1301
General Debt Service	0.0523
Solid Waste/Sanitation	0.0808
General Purpose Schools	0.7203
Capital Projects	0.0154
Capital Projects/Vehicles	0.0547
CapitalProjects/Jail	<u>0.1398</u>
	2.4766

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

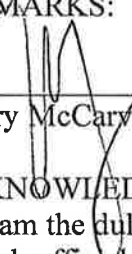
SECTION 3 – BE IF FUTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

PASSED THIS 28th DAY OF JUNE 2021.

RECORD: Approved by roll call vote 7 Yes 5 No 0 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.	Yes
Chris Gilmore	No	Ed Greer	No
Connie Mayo	No	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

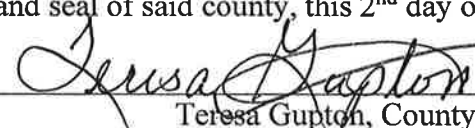


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 2nd day of July 2021.



Teresa Gupton, County Clerk



RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: August 16, 2021

MOTION BY:

SECONDED BY:

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being twelve Commissioners present a quorum is declared.

RECORD:

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

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.



Teresa Gupton, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda
DATE: August 16, 2021
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 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the August 16, 2021 Legislative Body meeting is approved.

RECORD: Approved by voice vote.

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

CHEATHAM COUNTY MAYOR'S REMARKS:



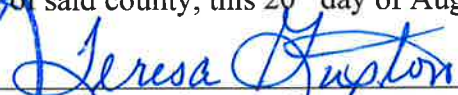
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.





Teresa Gupton, County Clerk

RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: August 16, 2021
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. David Anderson

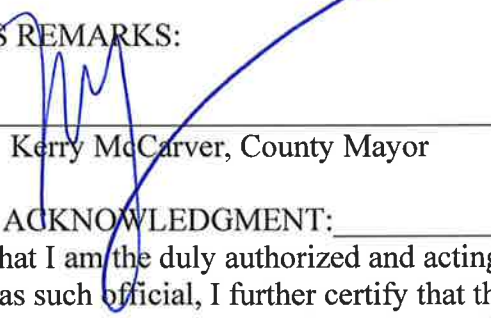
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August, 2021, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the July 19, 2021 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote.

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

CHEATHAM COUNTY MAYOR'S REMARKS:

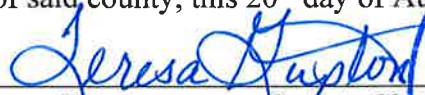


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.



Teresa Gupton, County Clerk



RESOLUTION: 4

RESOLUTION TITLE: Resolution Creating A Moratorium On Rezoning On A Portion Of Sweethome Road

DATE: August 16, 2021

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 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Traffic congestion on Sweethome Road has become a public safety issue due to the configuration of the road and the inadequacy of the intersection of Sweethome Road and State Highway 49; and

Whereas the issues with the configuration of the road and the intersection have been documented in a traffic study and the State of Tennessee has recognized the inadequacy of the intersection of Sweethome Road and State Highway 49; and

Whereas the State of Tennessee has no current plans to improve the intersection of Sweethome Road and State Highway 49; and

Whereas increasing the density of residential development beyond that allowed by the current zoning would further increase the traffic congestion and safety issues.

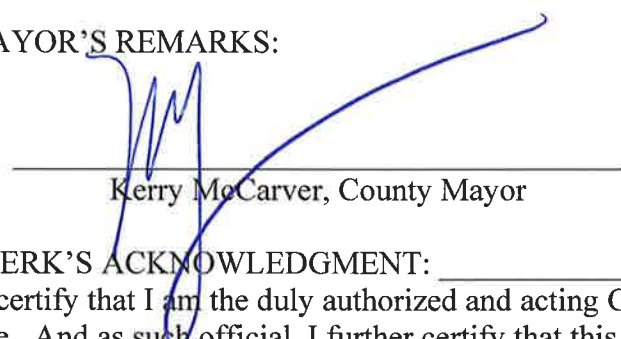
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Session Court Room of Cheatham County Tennessee as follows:

1. There is hereby established a moratorium on changing the zoning classification of any property with road frontage on or access to Sweethome Road from Shahan Road to Highway 49 to any zoning classification that would result in increased allowable residential development density.
2. This moratorium shall continue until December 31, 2022 unless earlier terminated or later extended by the Cheatham County Legislative Body.
3. This resolution shall take effect upon adoption, the public welfare requiring it.

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

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


CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.


Teresa Gupton, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: To Request The County Attorney To Send A Letter To The Tennessee Department Of Environment And Conservation Division Of Solid Waste Management, The State Representative, And The State Senator Concerning Cory Brizendine On Dry Fork Creek Road Regarding Illegal Dumping

DATE: August 16, 2021

MOTION BY: Mr. Gary Binkley

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

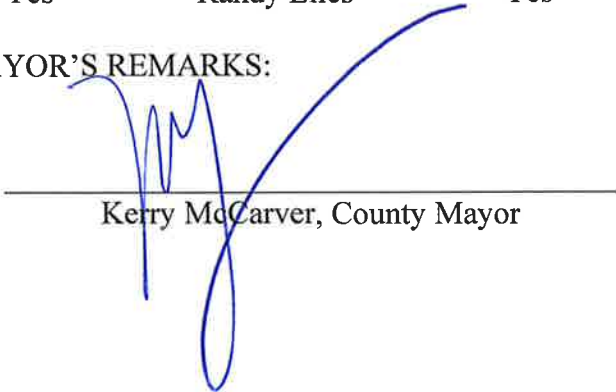
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, To request the County Attorney to send a letter to the Tennessee Department of Environment and Conservation Division of Solid Waste Management, the State Representative, and the State Senator concerning Cory Brizendine on Dry Fork Creek Road regarding illegal dumping.

A copy of the Letter is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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Witness, My official signature and seal of said county, this 20th day of August 2021.



Teresa Gupton, County Clerk



Law Office of Michael B. Bligh
750 Old Hickory Boulevard
Two Brentwood Commons, Suite 150
Brentwood, Tennessee 37027
615 / 669-6507
mbligh@blighlegal.com

August 24, 2021

Mr. David Salyers, Commissioner
Tennessee Department of Environment and Conservation
312 Rosa L. Parks Ave.
Nashville, TN 37243

RE: Cory Brizendine
Dry Fork Creek Road, Ashland City, Tennessee
NRS # 110001666

Dear Commissioner Salyers:

I am the County Attorney for Cheatham County. The Cheatham County Commission adopted a resolution on August 16, 2021 asking me to send this letter to provide you with information regarding the Division of Solid Waste Management's (the "Division") enforcement against Mr. Cory Brizendine regarding illegal dumping on his property on Dry Fork Creek Road in Ashland City, Tennessee.

Mr. Brizendine has contacted several members of the Cheatham County Commission and appeared at Committee meeting to explain his situation and try to find some resolution to the Division's enforcement proceeding. Mr. Brizendine contends that: (1) the illegal dumping on his property has been done over many years by unknown persons without his knowledge or consent and (2) due to the steep topography of the property, there is no reasonable method for Mr. Brizendine to either remove the illegally dumped solid waste or prevent future dumping.

Based on their knowledge of the site, the County Commission believes Mr. Brizendine's explanations are accurate. Because the County Commission believes Mr. Brizendine is neither responsible for the illegal dumping nor reasonably able to remedy the problem, they believe the Division's enforcement action against Mr. Brizendine is inappropriate.

Commissioner David Salyers
August 24, 2021
Page 2

The County Commission has asked that I convey to you their request to pursue some other resolution to this problem that does not require unreasonable or impossible compliance actions by Mr. Brizendine.

Very truly yours,



Michael B. Bligh

MBB/mb

c: Cheatham County Commission
Rep. Mary Littleton
Sen. Kerry Roberts

RESOLUTION: 6

RESOLUTION TITLE: To Approve A Zone Change Request On Property Located At 3127 Ashland City Highway

DATE: August 16, 2021

MOTION BY: Ms. Diana Lovell

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

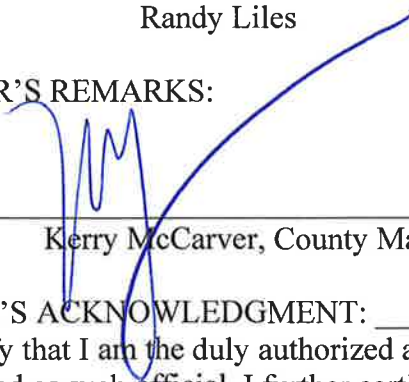
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Carney and Terry Christian from Agriculture to R1 for Map 047, Parcel 018.02. Property is located at 3127 Ashland City Highway, in the 5th voting district, and is not in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



 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 20th day of August 2021.


Teresa Gupton, County Clerk



RESOLUTION: 7

RESOLUTION TITLE: To Approve A Zone Change Request On Property Located At 1302 Bennett Road

DATE: August 16, 2021

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. David Anderson

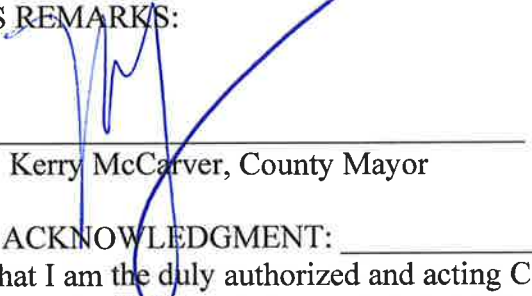
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Tony Ules from Agriculture to E1 for Map 038, Parcel 100.01. Property is located at 1302 Bennett Road, in the 2nd voting district, and is not in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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 20th day of August 2021.



Teresa Gupton, County Clerk



RESOLUTION: 8 (A)

RESOLUTION TITLE: To Approve The Mayor's Signature On A Contract For Inmate Medical

DATE: August 16, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

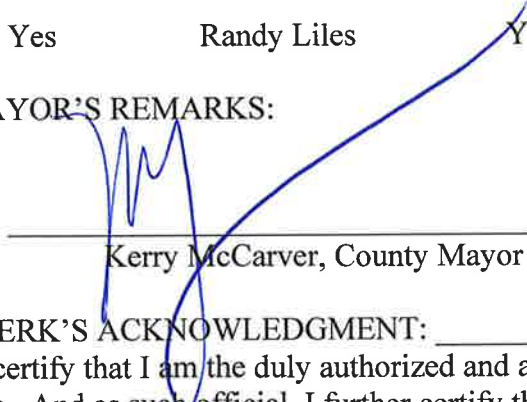
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature is approved on the Contract for Inmate Medical.

A copy of the Contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.


Teresa Gupton, County Clerk



**AGREEMENT FOR THE PROVISION OF INMATE/DETAINEE HEALTH SERVICES
FOR THE INMATES OF THE CHEATHAM COUNTY, TENNESSEE JAIL**

This **AGREEMENT FOR THE PROVISION OF INMATE/DETAINEE HEALTH SERVICES** (hereinafter referred to as the "AGREEMENT") is hereby entered into by and between **CHEATHAM COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee (hereinafter referred to as the "COUNTY"); and **QCHC OF TENNESSEE, INC.** an Alabama Corporation qualified to do business in the State of Tennessee (hereinafter referred to as "QCHC").

RECITALS

WHEREAS, the COUNTY and SHERIFF desire to provide professional and responsive healthcare services to the INMATES/DETAINEES of the Cheatham County Jail (hereinafter referred to as the "JAIL"); and

WHEREAS, QCHC is a corporation which provides professional and responsive inmate healthcare services in correctional facilities, and desires to provide such services for the COUNTY and SHERIFF under the terms of this AGREEMENT; and

WHEREAS, the COUNTY and SHERIFF desire to enter into this AGREEMENT with QCHC;

Regardless of the date(s) of execution, **effective July 1, 2021**, the parties enter into this AGREEMENT as follows:

DEFINITIONS

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the day after Thanksgiving), Christmas Eve, and Christmas Day.

INMATES/DETAINEES – INMATES/DETAINEES booked into the custody of the SHERIFF of Cheatham County and incarcerated in the JAIL.

ELECTIVE CARE – Care which, if not provided, would not, in the opinion of QCHC's physician, who shall be a physician licensed in the State of Tennessee and an employee or independent contractor of QCHC, cause the INMATE/DETAINEE's health to deteriorate, or cause harm to the INMATE/DETAINEE's well-being.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed to practice medicine in Tennessee.

SHERIFF – The SHERIFF of Cheatham County, or his agent or designee, such as the Jail Commander/Administrator, Warden, Chief Deputy, Chief of Staff, Under-sheriff, Acting Sheriff, etc.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, obstetrics and gynecology, orthopedics, and neurology.

ARTICLE I:
DUTIES AND OBLIGATIONS OF QCHC

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC agrees as follows:

1.1. PRIMARY CARE. QCHC shall provide primary healthcare services for all persons committed to the custody of the JAIL, except those identified in Section 1.26. The responsibility of QCHC for medical care of an INMATE/DETAINEE commences with the booking and physical placement of the INMATE/DETAINEE into the JAIL. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 14 days from intake, absent extraordinary circumstances. All provider and nurse sick calls, admission exams, screenings, physical assessments, dental exams, and all other primary medical services shall be conducted on-site, at the JAIL, unless otherwise addressed herein.

1.2. STAFFING. QCHC will provide the staffing coverage necessary for the rendering of healthcare services to the INMATES/DETAINEES of the JAIL as described herein. County acknowledges that staffing and scheduling may vary from the routine staffing and scheduling on County observed holidays and QCHC CORPORATE HOLIDAYS; and that there will be an allowance for a reasonable number of absences due to medical staff vacation and sick days. It is understood and agreed that QCHC employees are allowed to leave the JAIL during the workday for meal breaks, provided the timing and length of such leave does not negatively impact or impair QCHC's ability to fulfill its obligations pursuant to this AGREEMENT. This staffing plan is designed to support the average daily population (ADP) contained in Article 3 of this AGREEMENT, and QCHC believes that this number of hours allows it to achieve the objectives of this AGREEMENT based on that ADP. The COUNTY and QCHC agree to review nursing hours should the ADP significantly exceed the level contained in Article 3 of this AGREEMENT. The minimum service requirements include:

1.2.1 PHYSICIAN. A physician will visit the JAIL one day per week for a period of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of such physician visits to be determined between the SHERIFF and QCHC. During such physician visits to the JAIL, the physician will stay until all work is completed. A physician will be available by telephone to the JAIL and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on QCHC CORPORATE HOLIDAYS, coverage may be provided by phone only. QCHC may substitute physician visits with visits by a MID-LEVEL PRACTITIONER, if appropriate and prudent in the medical opinion of QCHC's physician. One of QCHC's physicians will be designated as the JAIL's "Medical Director," and shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services in the JAIL.

1.2.2 NURSING. QCHC will provide on-site nursing coverage with Licensed Practical Nurse ("LPNs") as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT. It is understood that QCHC will generally provide on-site nursing coverage at the JAIL eight (8) hours per day, five (5) days per week (Monday through Friday) and twelve (12) hours per day on Saturday and Sunday for a total of sixty-four (64) nursing hours per week with 1.6 LPN FTEs.

- 1.3. **CARE REPORTS.** Upon request, QCHC will provide reports and meet regularly with the SHERIFF or designee, concerning the overall operation of the healthcare services program and the general health of the INMATES/DETAINEES of the JAIL.
- 1.4. **DENTAL CARE.** QCHC will provide for INMATES/DETAINEES dental triage screenings for the purpose of identifying INMATES/DETAINEES in need of dental services from a licensed dentist. The annual contract price includes six (6) mobile dentistry visits per contract year. It is anticipated that mobile dentistry services will be provided every other month. Should dental services be needed more frequently than the six visits contemplated in the annual contract price, said costs will be the sole financial responsibility of the COUNTY.
- 1.5. **DISPOSABLE MEDICAL SUPPLIES.** QCHC will provide for INMATES/DETAINEES' disposable medical supplies intended for one-time use.
- 1.6. **DURABLE MEDICAL EQUIPMENT AND SUPPLIES.** QCHC will be financially responsible for the costs of durable medical equipment and supplies with per unit costs of less than Five Hundred Dollars (\$500.00), unless the County agrees to purchase such equipment for itself. QCHC will own all equipment that it purchases, unless the County reimburses it for its cost in purchasing the equipment. The County will be responsible for providing all equipment and supplies with per unit costs of greater than Five Hundred Dollars (\$500.00). The SHERIFF and the COUNTY will not be liable for loss of or damage to medical equipment and supplies of QCHC, its agents, employees or subcontractors, unless such loss or damage was caused by the sole negligence of the SHERIFF's employees.
- 1.7. **ELECTIVE CARE.** QCHC will not provide ELECTIVE CARE to INMATES/DETAINEES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.8. **EMERGENCY CARE.** QCHC will provide emergency medical treatment to staff of the JAIL, subcontractors and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.
- 1.9. **CORRECTIONAL OFFICER TRAINING.** QCHC will provide, upon request and subject to availability, annual CPR/first aid, mental health and suicide prevention, and other training for JAIL staff, as requested by the SHERIFF or jail administration. The county will be responsible for the cost of officer CPR certification cards. The cost of any such CPR cards shall be separate and apart from the compensation due to QCHC from COUNTY as set forth in Article 3.
- 1.10. **HEALTH EVALUATIONS.** QCHC will provide for INMATES/DETAINEES on-site health evaluations and medical care within the National Commission on Correctional Health Care (NCCHC) and Tennessee Corrections Institute (TCI) guidelines.
- 1.11. **PREGNANCY/INFANT CARE/ABORTIONS.** QCHC shall arrange for and bear the cost of on-site health care for any pregnant inmate. QCHC shall not bear the cost of off-site health care services or specialty services for any pregnant inmate. QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care. Likewise, QCHC will neither arrange for nor provide abortion services.

- 1.12. INMATE/DETAINEE LABOR.** INMATES/DETAINEES will not be employed or otherwise engaged or utilized by either QCHC or the SHERIFF in the rendering of any healthcare services.
- 1.13. MANAGEMENT SERVICES.** QCHC will provide management services to include Policies and Procedures; Protocols; CQI; Utilization Management; Risk Management programs; and TCI Compliance programs specific to the medical operations of the JAIL.
- 1.14. MEDICAL RECORDS.** QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each INMATE/DETAINEE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the SHERIFF's policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE's confinement record. A complete copy, or summary thereof, of the original applicable medical record will be available to accompany each INMATE/DETAINEE who is transferred from the JAIL to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the SHERIFF's policy with regard to access by INMATES/DETAINEES and staff of the JAIL to medical records. INMATE/DETAINEE medical records will at all times be the property of the COUNTY/SHERIFF/JAIL and shall not be the property of QCHC. QCHC will not release nor make any determinations about the release of INMATE/DETAINEE medical records. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the SHERIFF/COUNTY/JAIL. However, the COUNTY/SHERIFF/JAIL will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. QCHC will make available to the SHERIFF, unless otherwise specifically prohibited, at the SHERIFF's request, all records, documents, and other papers relating to the direct delivery of healthcare services to the JAIL's INMATES/DETAINEES hereunder.
- 1.15. MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the JAIL consistent with all applicable laws.
- 1.16. MEETINGS.** QCHC representatives will meet, upon request, with the SHERIFF or designee concerning procedures within the JAIL, any proposed changes in health-related procedures, or other matters which either party deems necessary.
- 1.17. OFFICE SUPPLIES.** QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, or printers that are located in the JAIL healthcare unit at the beginning of the term of this AGREEMENT.
- 1.17.1.** The SHERIFF and the COUNTY will not be liable for loss of or damage to office equipment and supplies of QCHC, its agents, employees or subcontractors, unless such loss or damage was caused by the sole negligence of the SHERIFF's employees.
- 1.18. OFF-SITE AND/OR SPECIALTY SERVICES.** When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental care, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES, in accordance with the SHERIFF's policies and

procedures. QCHC will not be financially responsible for any costs associated with off-site care and/or SPECIALTY SERVICES.

- 1.18.1. MOBILE X-RAY.** Notwithstanding the foregoing Section 1.18, QCHC will provide, as part of the healthcare services included in this AGREEMENT, a mobile x-ray unit that will provide mobile x-ray and radiology services for the INMATES/DETAINEES, except in cases of emergency when an INMATE/DETAINEE must, in the opinion of QCHC's physician, be sent off-site for immediate x-ray or radiology services.
- 1.19. CHRONIC CARE CLINICS.** QCHC will establish a plan for the identification, treatment and monitoring of INMATES/DETAINEES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those INMATES/DETAINEES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient healthcare delivery system for chronically ill patients, QCHC identifies the number of INMATES/DETAINEES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these INMATES/DETAINEES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the INMATE/DETAINEE's condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable INMATES/DETAINEES to have scheduled visits to QCHC independent of any sick call requests.
- 1.20. ON-SITE TESTING.** QCHC will provide for INMATES/DETAINEES on-site laboratory testing, which shall include, but not be limited to finger-stick blood sugar and urine dipstick for pregnancy and/or infection. Drug-screens will be performed only when clinically indicated for treatment and/or diagnostic purposes as determined by QCHC medical staff.
- 1.21. OPTICAL CARE.** QCHC will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies.
- 1.22. OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any services which are not specifically contained in this AGREEMENT.
- 1.23. PHARMACEUTICALS.** QCHC will provide pharmaceutical management, distribution, and policies, and be financially responsible for all formulary medications. QCHC shall not be responsible for the cost of any non-formulary medications. For the purpose of this paragraph, non-formulary medications shall mean: medications to treat diseases or complications of HIV/AIDS, Hepatitis, Cystic Fibrosis, Multiple Sclerosis, Muscular Dystrophy, Renal Failure, Hemophilia, Crohn's Disease, active Tuberculosis, or Cancer; pharmaceuticals listed as Biologicals and Transplant/Anti-Rejection drugs (as defined in the Physician Desk Reference), and Atypical Psychotropic medications. QCHC will separately bill the COUNTY for these non-formulary drugs.
- 1.24. PHYSICAL EXAMINATIONS FOR INMATE WORKERS.** QCHC will provide basic physical examinations for potential INMATE workers to ensure the INMATES are physically capable of performing assigned work duties.

- 1.25. PROSTHETICS.** QCHC will not be financially responsible for the costs of prosthetics and/or prosthetic supplies.
- 1.26. INMATES/DETAINEES.** The health care services contracted in the AGREEMENT are intended only for those INMATES/DETAINEES in the actual physical custody of the JAIL, after being medically stabilized and committed to the Jail. No other person(s) shall be the financial responsibility of QCHC. INMATES/DETAINEES, for example, on any sort of temporary release or escape, including, but not limited to those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the JAIL at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their health care services. Persons in the physical custody of other police or other penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of QCHC for the furnishing or payment of health care services. Medical care rendered within the JAIL to inmates/detainees from jurisdictions other than COUNTY, and housed in the JAIL pursuant to agreements between COUNTY and such other jurisdictions, or by statute, will be the responsibility of QCHC, to the same extent as INMATES/DETAINEES of the COUNTY; however, medical care that cannot be rendered within the JAIL will be arranged by QCHC, but QCHC shall have no financial responsibility for such services to those prisoners.
- 1.27. SHERIFF'S POLICIES AND PROCEDURES.** QCHC will operate within the requirements of the SHERIFF's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF which may impact the provision of medical services, including policies and procedures related to the security of the JAIL. Such policies would include required jail training and orientation for QCHC personnel in the JAIL. Such policies and procedures may change from time to time; if so, QCHC will be promptly notified and will operate within all policies, procedures and modifications thereof.
- 1.28. BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE.** QCHC medical staff will not perform body cavity searches nor collect physical evidence (blood, hair, saliva).

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE SHERIFF

- 2.1. INMATE/DETAINEE INFORMATION.** The SHERIFF will provide, as needed, information pertaining to INMATES/DETAINEES that QCHC and the SHERIFF mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the SHERIFF and the COUNTY.
- 2.2. OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The SHERIFF will provide in the JAIL adequate and sufficient office and exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff, exam space for sick calls, and storage space for equipment, supplies, medications, and medical records, as well as use of SHERIFF or COUNTY-owned office equipment and all necessary utilities, including telephone and fax lines and internet connection, in place at the JAIL medical unit. Upon termination of this AGREEMENT, QCHC will return to the SHERIFF possession and control of all SHERIFF or

COUNTY-owned office equipment. At such time, the office equipment and supplies will be in good working order, with allowances made for reasonable wear and tear.

- 2.3. RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the SHERIFF will provide QCHC, at QCHC's request, the SHERIFF's records relating to the provision of healthcare services to INMATES/DETAINEES as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct. As QCHC may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF will make available to QCHC such records as are maintained by the SHERIFF, hospitals, and other off-site healthcare providers involved in the care or treatment of INMATES/DETAINEES (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF to QCHC that the SHERIFF considers confidential will be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to QCHC or any other person or entity (except as may be required by law).
- 2.4. SECURITY.** The SHERIFF will maintain responsibility for the physical security of the JAIL and the continuing security of the INMATES/DETAINEES. QCHC and the SHERIFF understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of QCHC, as well as for the security of INMATES/DETAINEES and staff of the JAIL, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable QCHC and its personnel to safely provide the healthcare services described in this AGREEMENT. It is expressly understood by the COUNTY and SHERIFF that the provision of security and safety is a necessary pre-condition of QCHC's obligation to provide services in a routine, timely, and proper fashion. To the extent that, in QCHC's sole discretion, the safety and security of QCHC personnel are compromised, QCHC may exercise its right to immediately suspend services, in accordance with the provisions of Section 4.3.1 of this AGREEMENT. It is understood that the SHERIFF/JAIL may screen QCHC's proposed staff to ensure that they will not constitute a security risk. The SHERIFF/JAIL will have final approval of QCHC's employees regarding any security/background clearance and access to the JAIL.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1. ANNUAL AMOUNT/MONTHLY PAYMENTS.** The annualized amount to be paid by the COUNTY to QCHC for the first year of this AGREEMENT is \$207,552,00. The COUNTY will make monthly payments of \$17,296.00, which is equal to 1/12 of the annualized amount. QCHC will bill the COUNTY approximately two (2) weeks prior to the month in which services are to be rendered. The COUNTY agrees to pay QCHC within thirty (30) days of receipt of the QCHC invoice for the upcoming month.
- 3.2. INCREASES IN ADP.** This AGREEMENT is based upon the assumption that the JAIL will have an ADP of 80 INMATES/DETAINEES total. If the total ADP of the JAIL exceeds 100 for a consecutive three-month period or if the number of intakes, sick call, or other demands on medical staff increase significantly, the parties agree to enter into good faith negotiations to evaluate the staffing needs at the facility and make such adjustments as are reasonable and mutually agreeable.

- 3.3. **ANNIVERSARY INCREASES.** Upon each annual anniversary date during the below-referenced three-year term, this AGREEMENT, the annualized amount shall by not more than five (5) percent.

ARTICLE 4:
TERM AND TERMINATION

- 4.1. **TERM.** The term of this AGREEMENT will be for three years beginning on July 1, 2021, at 12:01 A.M. and ending on June 30, 2024 at 11:59 P.M.
- 4.2. **ANNUAL RENEWALS.** At the end of the above-stated term, this AGREEMENT will be renewable for any number of subsequent one (1) year terms or fiscal year terms if mutually agreed to by both parties. On each such renewal, the annualized amount shall increase by not more than five (5) percent. If, at the conclusion of this term, or any subsequent term, this Agreement has not been expressly extended, renegotiated, or terminated, this Agreement shall be automatically extended according to its original provisions for terms of ninety (90) days until this Agreement is expressly, extended, renegotiated, or terminated.
- 4.3. **TERMINATION.**
- 4.3.1. **TERMINATION FOR CAUSE.** In the event that either party fails to comply with any section or part of this AGREEMENT, the other party may terminate this AGREEMENT after providing notice of the failure to comply and a ten (10) day opportunity to cure. The COUNTY will pay for services rendered up to and including the point of termination, but will not pay any penalty. If the failure to comply pertains to Section 2.4 of the AGREEMENT ("Security"), QCHC may suspend its provision of services until the failure is cured, or until this AGREEMENT is terminated, whichever comes first.
- 4.3.2. **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or QCHC may, without prejudice to any other rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving sixty (60) days advance written notice to the other party.
- 4.3.3. **TERMINATION FOR LACK OF APPROPRIATION.** It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the Cheatham County Commission, or other governing body. Notwithstanding any provisions herein to the contrary, if funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY shall be entitled to immediately terminate this AGREEMENT, upon giving notice, without penalty or liability. Recognizing that such termination may entail substantial costs for QCHC, the COUNTY will act in good faith and make every effort to give QCHC notice of any potential problem with funding or appropriations. The COUNTY shall pay for services rendered up to the point of termination.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 **AMENDMENTS.** This AGREEMENT may be amended at any time only with the written consent of both parties.
- 5.2 **ASSIGNMENT.** QCHC may, without County's consent, (i) assign the Agreement to any entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with QCHC, and (ii) reorganize or change the entity type of QCHC (e.g., from a corporation to a limited liability company).
- 5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The COUNTY and QCHC agree that they will not require performance of any QCHC or SHERIFF employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.
- 5.4 **COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.
- 5.5 **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.
- 5.6 **EQUAL EMPLOYMENT OPPORTUNITY.** QCHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran status, or disability unrelated to a bona fide occupational qualification of the position.
- 5.7 **EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.8 **GOVERNING LAW.** This AGREEMENT will be governed by the laws of the State of Tennessee.
- 5.9 **HOLD HARMLESS.**
- 5.9.1 QCHC will indemnify and hold harmless the COUNTY, the SHERIFF, and the JAIL employees against any loss or damage caused or necessitated by the sole negligence of QCHC, its agents, employees, and/or vendors, which is directly related to medical treatment or care provided by QCHC, and to provide a defense against any such claim, so long as such claim is timely tendered to QCHC for indemnification and defense.

- 5.9.2.** QCHC will not be responsible for any claims arising from actions of the COUNTY, the SHERIFF, or any employee or agent of the JAIL who prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents or independent contractors.
- 5.9.3.** QCHC will not be responsible for claims arising from negligence on the part of the COUNTY, the SHERIFF, or any employee or agent of the JAIL in presenting an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.
- 5.10. INDEPENDENT CONTRACTOR.** It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of QCHC are not now, nor will they be deemed to be, employees of the COUNTY or the SHERIFF. The employees of the COUNTY/SHERIFF/JAIL are not now, nor will they be deemed to be, employees of QCHC. QCHC assumes all financial responsibility for the employees of QCHC, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.
- 5.11. SUBCONTRACTING.** In order to discharge the obligations hereunder, QCHC may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between QCHC and these healthcare professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. QCHC will exercise limited control over the manner of means by which these independent contractors perform their medical duties; however, this control will be exercised reasonably consistent with the independent medical judgment these independent contractors are required to exercise. QCHC will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of QCHC under this AGREEMENT, QCHC will provide to the COUNTY proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of at least One Million Dollars (\$1,000,000) coverage per occurrence and at least Three Million Dollars (\$3,000,000) annual aggregate coverage.
- 5.12. INSURANCE.** QCHC will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.
- 5.12.1.** Commercial General Liability Insurance Policy with limits of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000). For purposes of this paragraph, limits of any umbrella insurance policy will count toward the aggregate limits of the Commercial General Liability Policy.

5.12.2. Professional Liability Insurance with limits per claim of One Million Dollars (\$1,000,000) and an annual aggregate of Three Million Dollars (\$3,000,000).

5.12.3. Workers' Compensation Insurance that meets the requirements of Tennessee state law and which covers all QCHC employees working in the JAIL.

5.13. **CERTIFICATE OF INSURANCE.** QCHC agrees to name the COUNTY as an additional insured under the insurance policies listed in Section 5.12, and to provide the COUNTY with a Certificate of Insurance evidencing the terms of the insurance coverage and policy limits.

5.14. **NOTICES.** All notices to the SHERIFF and/or the COUNTY will be addressed to:

Cheatham County Government
100 Public Square #105
Ashland City, TN 37015

With a copy to:
Cheatham County Jail & Sheriff's Office
200 Court Square
Ashland City, TN 37015

All notices to QCHC will be addressed to:
Quality Correctional Health Care
Attn: Dr. Johnny Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

5.15. **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.16. **SEVERABILITY.** In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.17. **WAIVER OF BREACH.** The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

CHEATHAM COUNTY, TENNESSEE

[x] _____
By:

Its:

STATE OF TENNESSEE)
CHEATHAM COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____ whose name as _____, is signed to the foregoing Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Agreement, executed the same voluntarily for and as the act of said Cheatham County, on the day the same bears date.

Given under my hand this _____ day of _____ 2021.

Notary Public: _____

My Commission Expires: _____

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QCHC OF TENNESSEE, INC.

[x] _____
By: **Johnny E. Bates**

Its: President & Chief Executive Officer

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned Notary Public in and for said County and State, hereby certify that Johnny E. Bates, whose name as President & Chief Executive Officer of QCHC of Tennessee, Inc., is signed to the foregoing Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Agreement, executed the same voluntarily for and as the act of said QCHC of Tennessee, Inc., on the day the same bears date.

Given under my hand this _____ day of _____ 2021.

Notary Public: _____

My Commission Expires: _____

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RESOLUTION: 8 (B)
RESOLUTION TITLE: To Approve The Mayor's Appointee To The Cheatham County Rail Authority
DATE: August 16, 2021
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's appointee of Mr. Ed Cole to replace Alwilda Binkley on the Cheatham County Rail Authority for a term beginning 2/1/2021 and ending 1/31/2025.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.

A handwritten signature in blue ink that reads "Teresa Gupton". The signature is written in a cursive style and is positioned above a horizontal line.

Teresa Gupton, County Clerk



RESOLUTION: 9

RESOLUTION TITLE: To Approve The Cheatham County Jail Plans As Presented By MBI

DATE: August 16, 2021

MOTION BY: Mr. Ed Greer

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

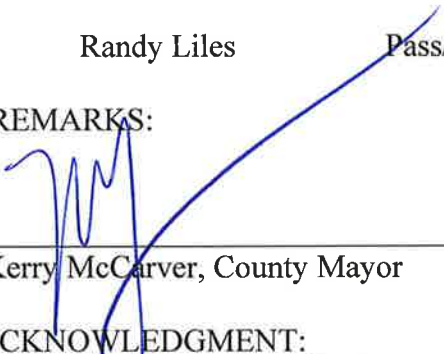
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Cheatham County Jail Plans as presented by MBI.

A copy of the plans are attached.

RECORD: Approved by roll call vote 7 Yes 5 No 0 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

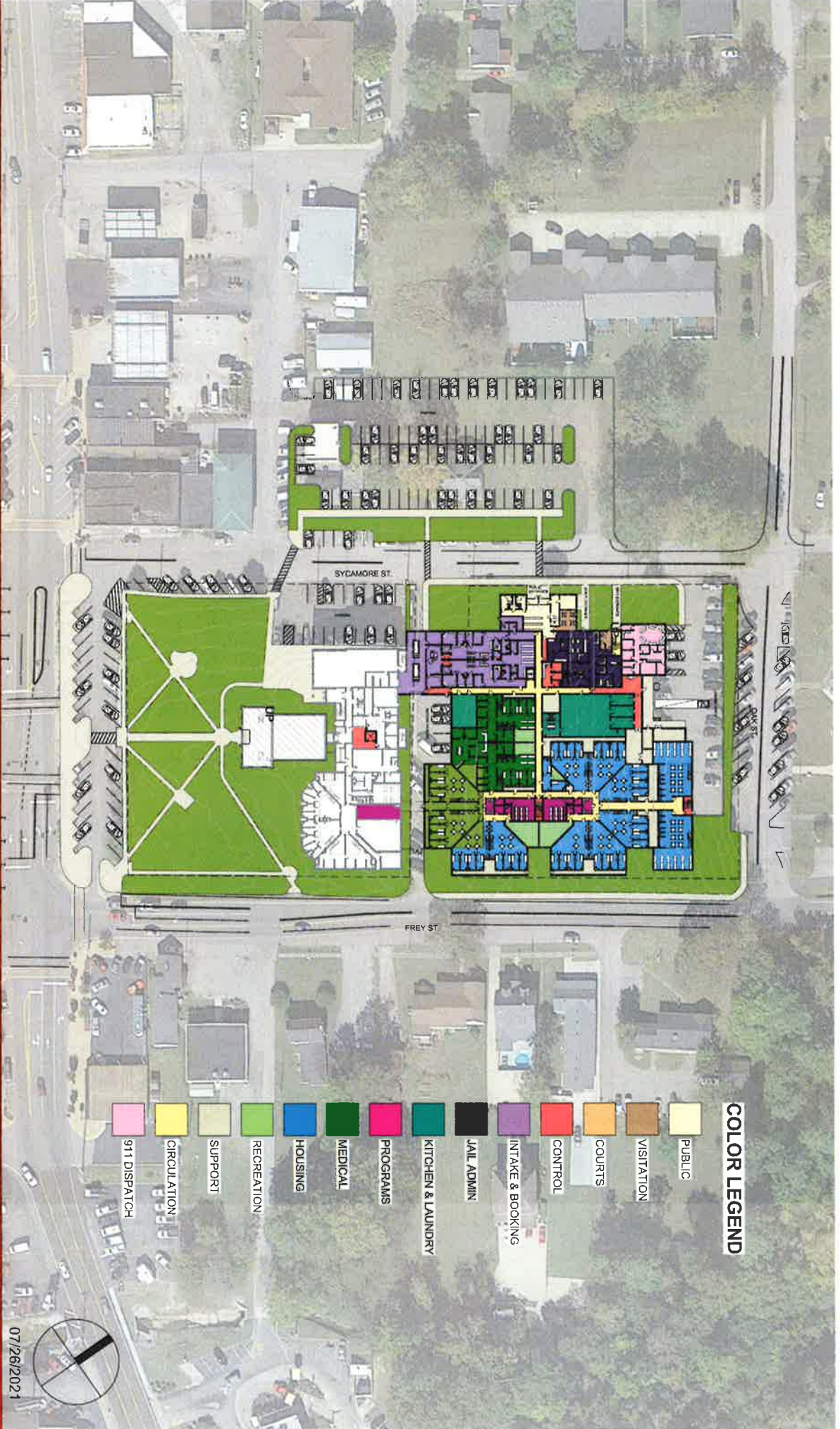
I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution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

Witness, My official signature and seal of said county, this 20th day of August 2021.



Teresa Gupton, County Clerk





COLOR LEGEND

- PUBLIC
- VISITATION
- COURTS
- CONTROL
- INTAKE & BOOKING
- JAIL ADMIN
- KITCHEN & LAUNDRY
- PROGRAMS
- MEDICAL
- HOUSING
- RECREATION
- SUPPORT
- CIRCULATION
- 911 DISPATCH

CHEATHAM COUNTY JAIL AND COURTS RENOVATION & EXPANSION

SITE PLAN

1" = 80'-0"

07/26/2021





- COLOR LEGEND**
- PUBLIC
 - VISITATION
 - COURTS
 - CONTROL
 - INTAKE & BOOKING
 - JAIL ADMIN
 - KITCHEN & LAUNDRY
 - PROGRAMS
 - MEDICAL
 - HOUSING
 - RECREATION
 - SUPPORT
 - CIRCULATION
 - 911 DISPATCH

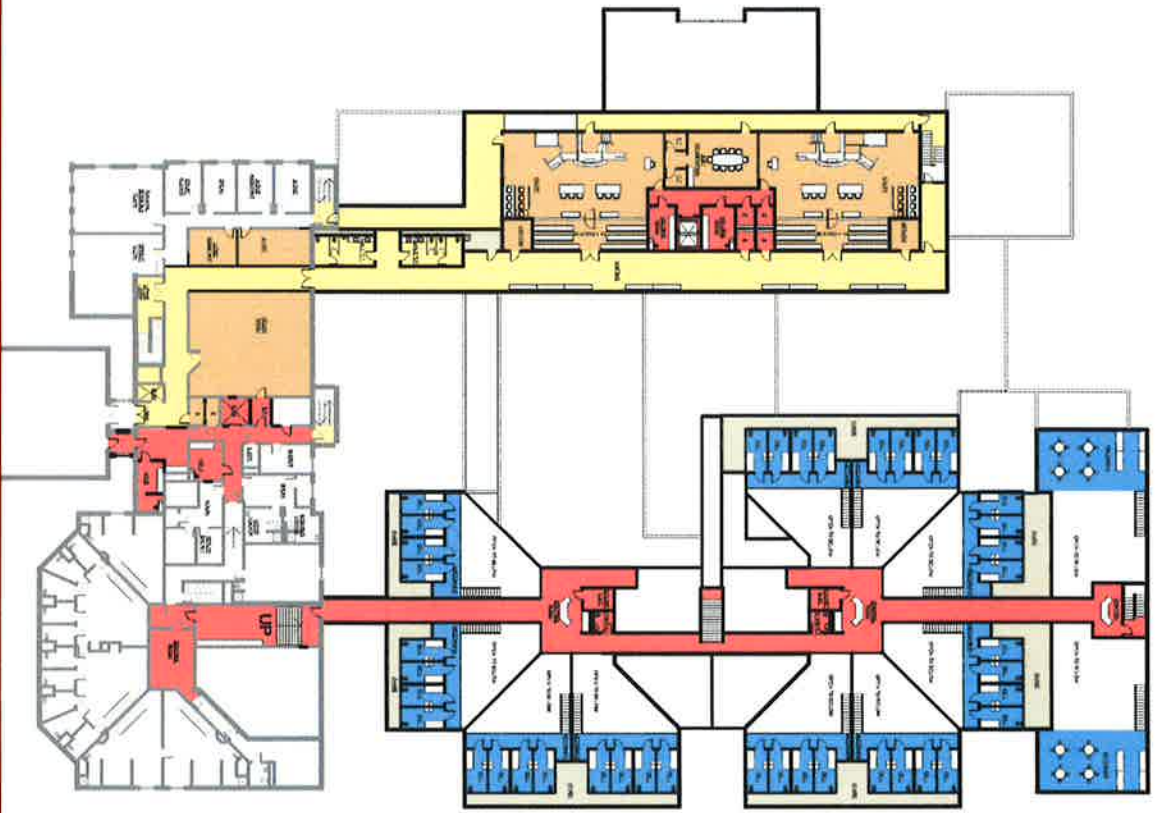


07/26/2021

CHEATHAM COUNTY JAIL AND COURTS RENOVATION & EXPANSION

LEVEL 1 FLOOR PLAN

1" = 40'-0"



COLOR LEGEND

- PUBLIC
- VISITATION
- COURTS
- CONTROL
- INTAKE & BOOKING
- JAIL ADMIN
- KITCHEN & LAUNDRY
- PROGRAMS
- MEDICAL
- HOUSING
- RECREATION
- SUPPORT
- CIRCULATION
- 911 DISPATCH

CHEATHAM COUNTY JAIL AND COURTS RENOVATION & EXPANSION

LEVEL 2 FLOOR PLAN

1" = 40'-0"

07/26/2021





MECHANICAL COURTYARD

GABLE ROOF SIMILAR TO EXISTING BUILDING ROOF

LOADING DOCK

911 DISPATCH ENTRANCE

VEHICLE SALTY PORT

CLEAR STORY TO VISUALLY SEPARATE WALLS FROM ROOF AND SECURELY PROVIDE LIGHT INTO SPACES JAIL & COURT HOUSE EXISTING

CHEATHAM COUNTY JAIL & COURTS RENOVATION & EXPANSION

CONCEPT MASSING SYCAMORE AERIAL VIEW

07/26/2021



CHEATHAM COUNTY JAIL & COURTS RENOVATION & EXPANSION

CONCEPT MASSING
FREY ST AERIAL VIEW

07/26/2021



CHEATHAM COUNTY JAIL & COURTS RENOVATION & EXPANSION

CONCEPT MASSING
SYCAMORE PARKING LOT AERIAL VIEW

07/26/2021



CHEATHAM COUNTY JAIL & COURTS RENOVATION & EXPANSION

CONCEPT MASSING
SYCAMORE PARKING LOT VIEW

07/26/2021



CHEATHAM COUNTY JAIL & COURTS RENOVATION & EXPANSION

CONCEPT MASSING
FREY ST EYELEVEL VIEW

07/26/2021



07/26/2021

CHEATHAM COUNTY JAIL & COURTS RENOVATION & EXPANSION

CONCEPT MASSING
OAK ST EYELEVEL VIEW

RESOLUTION: 10

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

DATE: August 16, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments to the County General Fund:

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

County Buildings

101-34610-05	Committed for General Government	\$62,247.00	
101-5180070799	Building Improvements		\$62,247.00

Transfer reserved funds from Sycamore Square revenue to pave the front parking lot of Food Lion

Ambulance/Emergency Medical Services

101-34730-05	Assigned for Public Health and Welfare	\$10,000.00	
101-5513059901	Other Charges		\$10,000.00

*Transfer reserved funds from the State of Tennessee MCO (Managed Care Organization)
Supplements Reserve to purchase rain gear for 33 EMS employees*

Rabies and Animal Control

101-34730-01	Assigned for Public Health and Welfare	\$18,000.00	
101-55120-599	Other Charges (Donations)		\$18,000.00

Transfer funds from Animal Control Donation reserved to cover expenses for fiscal year 2021-2022

Sheriff

101-34525-02	Restricted for Public Safety	\$ 5,400.00	
101-54110-599	Other Charges - Sex Offender Registry		\$ 5,400.00

Transfer funds from Sex offender Registry reserve to cover expenses for fiscal year 2021-2022

NOTE: The following amendments are corrections or adjustments to the new FY2021-2022 Budget Document. After approval of the Salary Study, all department heads and elected

officials were given the opportunity to review the scale. Upon review, a few discrepancies were found and need to be corrected.

Circuit Court

101-39000	Unassigned	\$ 2,790.00	
101-53100-106	Deputy(ies)		\$ 2,790.00

The Senior Deputy Bookkeeper position was budgeted at the salary of a Deputy Bookkeeper in error. The Senior Deputy Bookkeeper is paid at a higher rate than a Deputy Bookkeeper.

NOTE: The following amendments are for new requests

Victim Assistance Programs/Employee Benefits

101-47590	Other Federal through State	\$ 5,904.69	
101-53930-124	Psychological Personnel		\$ 5,265.00
101-58600-201	Social Security		\$ 402.77
101-58600-204	Pensions		\$ 236.92

Transfer VOCA (Victims of Crime Act) Grant revenue to offset a state increase to the Victim Witness Coordinator position

Ambulance/Emergency Medical Services

101-44170	Miscellaneous Refunds	\$ 2,889.12	
101-55130-450	Tires and Tubes		\$ 2,889.12

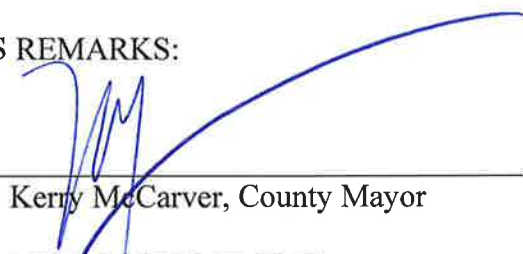
Transfer Goodyear Tire reimbursement back to the expenditure line where it was paid from in fiscal year 20-21

*Budget Vote: 4 Yes 0 No 1 Absent
Funding Source: Various*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

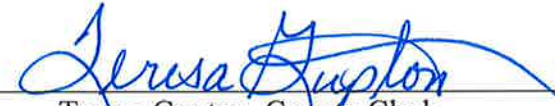


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.



Teresa Gupton, County Clerk



RESOLUTION: 11

RESOLUTION TITLE: To Remove "Prior To The Disbursement Of Funds" From Resolution 22 Dated June 29, 2020 And To Disburse The Remainder Of The Money Allocated To The Chamber Of Commerce

DATE: August 16, 2021

MOTION BY: Mr. Gary Binkley

SECONDED BY: Ms. Diana Lovell

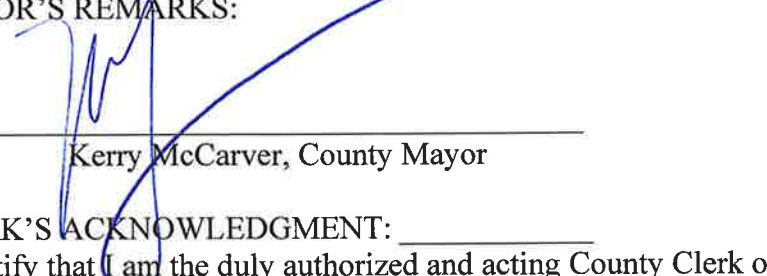
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to remove "Prior to the disbursement of funds" from paragraph 3 of Resolution 22, dated June 29, 2020 and to approve the disbursement of the remainder of the money allocated to the Chamber of Commerce.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.

A handwritten signature in blue ink that reads "Teresa Gupton". The signature is written in a cursive style with a horizontal line extending from the end of the name.

Teresa Gupton, County Clerk



RESOLUTION: 12

RESOLUTION TITLE: To Authorize A Three-Year Capital Outlay Note For Districtwide Elementary And Middle School Playground Equipment Not To Exceed \$870,000.00

DATE: August 16, 2021

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. Gary Binkley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of Cheatham County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project (the 'Project'): Districtwide Elementary and Middle School Playground Equipment (the "Project") at a cost of \$870,000.00 and an economic life of 10 years; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

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

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

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

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in

accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Eight Hundred Seventy Thousand Dollars (\$870,000.00) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the Comptroller of the Treasury or Comptroller's Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "Districtwide Elementary and Middle School Playground Equipment Capital Outlay Notes, Series 2021", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed three point twenty -five percent (3.25%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than three (3) years after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least 5 years. Provided, however, that each year [*fiscal year after the fiscal year of issue*] the Notes are outstanding, one-third (1/3), [*but in no event not less than one-third (1/3)*], of the original principal amount of the Notes shall mature without renewal but subject to prior redemption.

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

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

The Notes shall be further secured by the revenues of _____ . [*Optional:
Allow the Notes to be secured by revenues of projects(s) financed.*]

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the city recorder with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the Director of Accounts and Budgets of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Comptroller of the Treasury or the Comptroller's Designee and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated which is Attachment 1 to this resolution.

Section 8. That, the Notes shall be sold only after the receipt of the written approval of the Comptroller of the Treasury or Comptroller's Designee for the sale of the Notes.

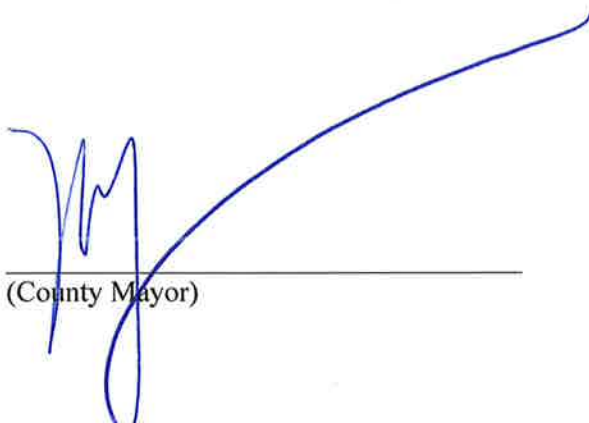
Section 9. That, upon the opinion of bond counsel, the Notes may be designated as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986.

Section 10. That, after the sale of the Notes, the fiscal affairs of the Local Government shall be maintained on a cash basis in order that the current receipts of the Local Government are sufficient to meet current expenditures and debt service. For each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the Comptroller of Treasury or Comptroller's Designee. The Local Government shall maintain a balanced budget during the life of the notes. The annual budget shall be submitted to the Comptroller of Treasury or Comptroller's Designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee. The Local Government shall provide any information required by the Comptroller of the Treasury or Comptroller's Designee to determine that a balanced budget is kept during the life of the notes.

Section 11. That, if any of the Notes shall remain unpaid at the end of three (3) fiscal years from the fiscal year of issue, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approval by the Comptroller of the Treasury or Comptroller's Designee.

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

Duly passed and approved this 16th day of August, 2021.



(County Mayor)

ATTESTED:



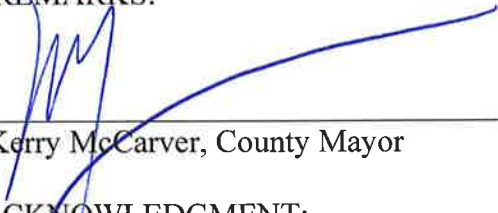
(County Clerk)

School Board Vote: 4 Yes 0 No 2 Absent
Funding Source: Note Proceeds

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.



Teresa Gupton, County Clerk



Attachment 1
CAPITAL OUTLAY NOTE FORM

Registered County of _____ Registered
Note #: _____ Of the \$ _____
State of Tennessee
Capital Outlay Note, Series 20 _____

DATED INTEREST RATE MATURITY DATE
_____, 20 _____ % _____, 20 _____

Registered Owner: _____
Principal Sum: \$ _____

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

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

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____ % of par value.

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

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

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

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

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

ATTESTED: *Lena Garton*
(County Clerk)

[Signature]
(Mayor)

SEAL



ASSIGNMENT

Note No. R- _____.

Amount: \$ _____.

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

(Name and address of assignee)

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

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

Date: _____

Assignor: _____

Address: _____

Signature Guaranteed by: _____

NOTE: The signature as to this assignment must correspond with the name as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever.

School Board Vote (7/01/2021): 4 Yes 0 No 2 Absent

Funding Source: Note Proceeds

RESOLUTION: 13

RESOLUTION TITLE: To Approve The Contract For Emergency Services For The Town Of Kingston Springs

DATE: August 16, 2021

MOTION BY: Mr. Gary Binkley

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

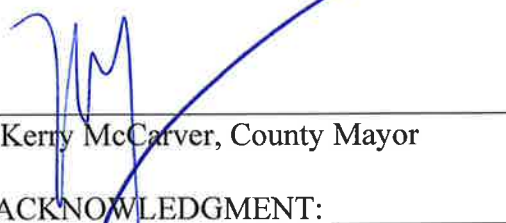
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the contract for Emergency Services for the Town of Kinston Springs.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.

Teresa Gupton

Teresa Gupton, County Clerk



CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT made and entered into as of the 1st day of July 2021 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and Town of Kingston Springs, a municipal corporation (hereinafter referred to as "Town").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with Town to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit B – Map of Fire Department Service Areas as the service area for Town. Such referenced area shall hereinafter collectively be referred to as the "Kingston Springs Rural Fire District"; and

WHEREAS, Town has agreed to provide fire protection, emergency medical first responder and rescue services for the Kingston Springs Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The Town will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Kingston Springs Rural Fire District.
2. The Town will answer fire, emergency medical first responder and rescue service calls in the Kingston Springs Rural Fire District area and will, to the best of the Town's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any fire protection, emergency medical first responder and rescue services.
3. The original term of this agreement shall commence on July 1, 2021 and shall end on June 30, 2025.
4. The parties agree to the following for the Kingston Springs Rural Fire District:
 - A. A primary service fee as set forth in Exhibit A, shall be paid annually by the County to the Town to provide fire protection, emergency medical first responder and rescue services in the Kingston Springs Rural Fire District.
5. The County shall compensate the Town for fire protection, emergency medical first responder and rescue services as set forth in Exhibit A, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract.
6. In addition to the fees set forth in paragraph 4 above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed by the County Fire Chief to

the various Fire Departments and the Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$27,500.00
b. Henrietta Fire District (paid to PVVFD)	\$27,500.00
c. Kingston Springs Fire Department	\$27,500.00
d. Pegram Fire Department	\$27,500.00
e. Pleasant View Fire Department	\$27,500.00
f. Two Rivers Fire District (paid to ACFD)	\$27,500.00
g. Harpeth Ridge Fire Department	\$5,000.00
h. Fire Association	\$30,000.00
TOTAL	\$200,000.00

7. It is expressly understood that the Town is a volunteer fire department. No guarantee as to the level of service within the Kingston Springs Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the Town's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the Town, or other fire department officer in charge, not to respond to calls in the Kingston Springs Rural Fire District because of an existing emergency within the Town's limits of Kingston Springs shall be final. However, the Chief of the Town or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for existing emergencies within the Kingston Springs Rural Fire District.

8. The County will make no claim against the Town for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, employees, or volunteers of the Town or its fire department.

9. The Town will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue service calls of the County. The Town will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The Town releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The Town shall maintain liability insurance in an amount equal to the limits of liability established by the Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunities, defenses or tort liability limits that the Town may have under TGTLA or other applicable law.

10. The Town shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor 30 days of its receipt by the Town.

11. The Town will not charge or solicit any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Kingston Springs Rural

Fire District (does not include fund raising and/or charitable contributions).

12. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The Town acknowledges that it has received and is in the possession of said plan.
13. In keeping with the best interest of its organization and the fire districts it serves, the Town will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant program for these purposes.
14. The Town shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
15. The Town shall comply with all State of Tennessee training laws pertaining to fire departments.
16. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2)(3). Said Memorandum of Understanding to provide for policies, procedures and protocol for Town to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
17. The Town shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.
18. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) months prior to the termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.
19. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and Town may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase of the primary service fee.
20. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the Town Mayor/Commissioners of the Town of Kingston Springs, the welfare of Cheatham County requiring it.

Exhibit B
Map of Fire Department Service Areas

RESOLUTION: 14
RESOLUTION TITLE: To Approve A New Roof At Sycamore Square In The Amount Of \$166,733.00
DATE: August 16, 2021
MOTION BY: Mr. Gary Binkley
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

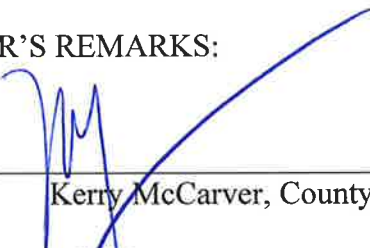
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a new roof installation at Sycamore Square between Food Lion and Tractor Supply in the amount of \$166,733.00

Funding Source: Sycamore Square Reserve

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.



Teresa Gupton, County Clerk



RESOLUTION: 15
RESOLUTION TITLE: Consent Calendar
DATE: August 16, 2021
MOTION BY: Mr. Tim Williamson
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following applicants for Notary Public are approved:

Notaries

*Pamela J. Armstrong
Peggy Deshields
Pazlee Ferguson
Debra D. Horn
Ryan Faye Rolston Peacock
Dakota L. White*

*Jean K. Baron-White
Elizabeth Drake
Andrew D. Foote
Stefanie Hutchens
Tonya Peer
Jennifer A. Womack*

*Kimberly Binkley
Carly R. DuRard
Glenda J. Hodges
Zachary Lockhart
Dustin Brett Schrader*

RECORD: Approved by voice vote.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

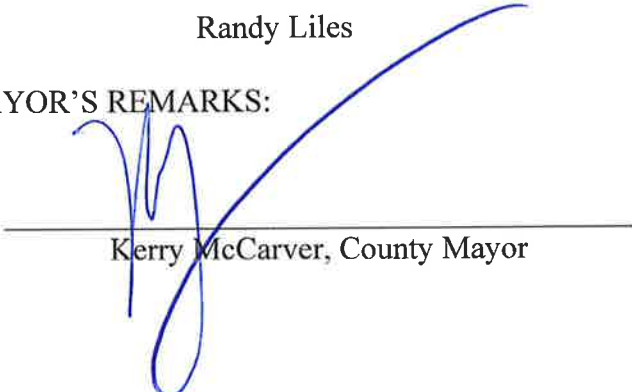
Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

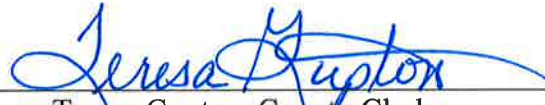


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.



Teresa Gupton, County Clerk



RESOLUTION: 16
RESOLUTION TITLE: Adjourn
DATE: August 16, 2021
MOTION BY: Mr. Tim Williamson
SECONDED BY: Mr. David Anderson

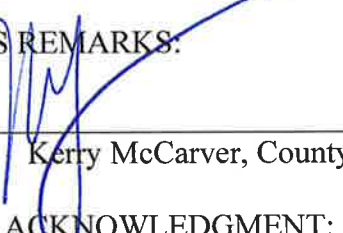
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of August 2021 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 8:38 P.M.

RECORD: Approved by voice vote.

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

CHEATHAM COUNTY MAYOR'S REMARKS:

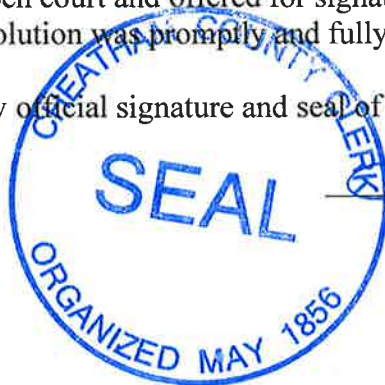


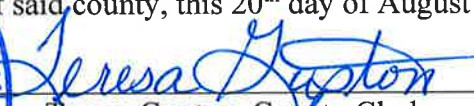
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of August 2021.





Teresa Gupton, County Clerk