

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
December 15, 2025

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on December 15, 2025 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

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

County Mayor, Mr. Kerry McCarver presented a Special Recognition to Mr. John Rich for his efforts in defending Cheatham County against the TVA's proposed methane plant.

County Mayor, Mr. Kerry McCarver presented Special Recognitions to all organizations, groups, landowners, and citizens of Cheatham County who fought against the TVA's proposed methane plant.

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:19 P.M.

Ms. Linda Ryder, 6th district thanked everyone in their fight against the TVA. Ms. Ryder spoke in opposition of the Bells Reserve proposed development.

Ms. Stephanie Henry, 4th district, spoke with concerns of zoning changes to benefit developers. Ms. Henry spoke in opposition of the Bells Reserve proposed development.

Mr. Gabriel Ragsdale, attorney who represented plaintiffs against the TVA, thanked everyone in their fight against the TVA especially his clients.

Public Forum closed at 6:28 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:28 P.M.

Invocation was offered by Mr. David Anderson.

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

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

Motion was made by Mr. David Anderson, seconded by Mr. B.J. Hudspeth to approve the December 15, 2025 Legislative Body Meeting Agenda as amended by:

1. *Adding the purchase of chairs and conference tables for the new courtroom under Capital Improvements*
2. *Removing Item 4 from the Mayor's section*

Motion approved by voice vote. See Resolution 2.

Motion was made by Mr. Bill Powers, seconded by Ms. Diana Lovell to approve the Minutes from the November 17, 2025 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 3.

NEW BUSINESS

Motion was made by Mr. David Anderson, seconded by Mr. Walter Weakley to approve a resolution urging the General Assembly of the State of Tennessee to codify certain authority for School Boards and students to exercise Religious Freedom.

Motion approved by voice vote. See Resolution 4.

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:34 P.M.

The following was advertised to be heard:

- 1.) *John Cannon requesting a zone change from R1 to C3 for Map 86, Parcel 93. Property is located on Old Sams Creek Rd., in the 5th Voting District and is not in a Special Flood Hazard Area. (Deferred from Nov 17, 2025)*
- 2.) *Amend the Zoning Resolution of Cheatham County, Table II, Bulk, Yard & Density Regulations by requiring the minimum lot size in the Agricultural Zoning District to be five (5) acres with public water and five (5) acres with public water and sewer. (Deferred from Nov 17, 2025)*
- 3.) *Gary Chance requesting a zone change from C5 & Agriculture to C5 for Map 39, Parcel 72.0 and from Agriculture to C5 for map 23, Parcel 69. Properties are located at 1099 Knight Rd., in the 2nd Voting District and not in a Special Flood Hazard Area.*

- 4.) *Charles Mark Winters requesting a zone change from Agriculture to R1 for a one & fifty-eight hundreds (1.58)-acre portion of Map 3, Parcel 81. Property is located at 7525 Hwy 41-A, in the 3rd Voting District and is not in a Special Flood Hazard Area.*
- 5.) *Raymond Jennette requesting a zone change from Agriculture to R1 for a one (1) -acre portion of Map 17, Parcel 73. Property is located at 3537 Hwy 12 N., in the 4th Voting District and is not in a Special Flood Hazard Area.*

Ms. Kim Walters, district 5, spoke in opposition of the zone change request for John Cannon.

Mr. John Wolford, district 5, spoke in opposition of the zone change request for John Cannon.

Mr. Larry Nash spoke in opposition of the zone change request for John Cannon.

BUILDING DEPARTMENT – MR. FRANKLIN WILKINSON: Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the zone change request for John Cannon from R1 to C3 for Map 86, Parcel 93. Property is located on Old Sams Creek Rd., in the 5th Voting District and is not in a Special Flood Hazard Area.

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

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

Mr. Larry Nash spoke in favor of Item 2.

Mr. Pete Krantz spoke in favor of Item 2 and recommended going to 10 acres instead of 5.

Ms. Elizabeth Wade stated 5 acres is not enough and would like to see Item 2 passed with at least 10 acres.

Mr. Will Halsey spoke in favor of Item 2 and keeping Cheatham County rural.

Mr. Scotty Chamblis spoke in favor of Item 2 and keeping Cheatham County rural.

Motion was made by Mr. Bill Powers, seconded by Mr. David Anderson to amend the zoning resolution of Cheatham County, Table II, Bulk, Yard & Density Regulations by requiring the minimum lot size in the Agricultural Zoning District to be five (5) acres with public water.

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

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

Ms. Dana Bracey spoke on behalf of her mother in opposition to the zone change request for Gary Chance.

Mr. Gary Chance spoke explaining the zone change request and stated that the property is in the planned growth area.

Mr. Juan Roman spoke in opposition of the zone change request for Gary Chance.

Mr. Scotty Chambliss spoke in opposition of the zone change request for Gary Chance.

Mr. Alexander Johnson spoke in opposition of the zone change request for Gary Chance.

Motion was made by Mr. Randy Noe, seconded by Mr. Eugene O. Evans, Sr to deny the zone change request for Gary Chance from C5 & Agriculture to C5 for Map 39, Parcel 72.0 and from Agriculture to C5 for Map 23, Parcel 69. Properties are located at 1099 Knight Rd., in the 2nd Voting District and not in a Special Flood Hazard Area.

Mr. Randy Noe stated he was elected by the people to do their will. Mr. Noe stated this property is not C5 property.

Mr. Tim Williamson stated that he was against this zone change and asked everyone to vote no.

Ms. Diana Lovell asked if everyone had read the email and stated she would like to defer until everyone had a chance to read the email from Mr. Chance.

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to take a 5 minute recess at 7:21 P.M for the purpose of reviewing Mr. Gary Chance's email.

Motion approved by voice vote. See Resolution 6.

Regular Session resumed at 7:36 P.M.

After discussion, original motion was made by Mr. Randy Noe, seconded by Mr. Eugene O. Evans, Sr to deny the zone change request for Gary Chance from C5 & Agriculture to C5 for Map 39, Parcel 72.0 and from Agriculture to C5 for Map 23, Parcel 69. Properties are located at 1099 Knight Rd., in the 2nd Voting District and not in a Special Flood Hazard Area.

Original motion approved by roll call vote 11 Yes 1 No 0 Absent. See Resolution 7.

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

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to ask the Planning and Zoning Board to increase the lot size of C5 to 9/10 of an acre.

Mr. Randy Noe stated he would like to see C5 gone.

Mr. Mike Breedlove asked what the current lot size of C5 is. Mr. Franklin Wilkinson stated the current lot size is 20,000 square feet. Mr. Wilkinson stated this will be a discussion item at the January 8, 2026 meeting at 6:00 P.M. in the General Sessions Courtroom.

After discussion, motion approved by voice vote. See Resolution 8.

Motion was made by Mr. B.J. Hudspeth, seconded by Mr. Chris Gilmore to approve the zone change request for Charles Mark Winters from Agriculture to R1 for a one & fifty-eight hundreds (1.58)-acre portion of Map 3, Parcel 81. Property is located at 7525 Hwy 41-A, in the 3rd Voting District and is not in a Special Flood Hazard Area.

Mr. Randy Noe asked why he requested this zone change.

Mr. Charles Mark Winters spoke explaining his zone change request stating it was to settle an estate.

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

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

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to approve the zone change request for Raymond Jennette from Agriculture to R1 for a one (1) -acre portion of Map 17, Parcel 73. Property is located at 3537 Hwy 12 N., in the 4th 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 10.

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

Public Hearing closed at 6:47 P.M.

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. David Anderson to approve the following budget amendments to the County General Fund:

Budget Amendments – County General

<i>American Rescue Plan Act Expenditures/Public Utility Projects</i>	\$216,975.67
<i>Cheatham County Library</i>	\$ 748.80
<i>Sheriff's Department</i>	\$ 30,300.00
<i>Sheriff's Department</i>	\$ 7,341.94
<i>Agricultural Extension Service</i>	\$128,103.00
<i>Other Economic and Community Development</i>	\$ 1,000.00

Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent

Funding Source: Various

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

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to authorize the following Budget Amendments for the General Purpose School Fund:

Budget Amendments – General Purpose School

<i>Maintenance of Plant</i>	\$108,634.58
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Board of Education Vote (12/11/2025): 5 Yes 0 No 1 Absent

Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent

Funding Source: Public School Security Grant

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

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

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Bill Powers to approve the following Budget Amendments for the General Debt Service Fund:

Budget Amendments – General Debt Service Fund

General Government \$150.02

Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent
Funding Source: Excess Revenue Collected

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

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

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Ms. Diana Lovell to authorize the surplus of the following county assets to be disposed of, recycled, or sold. If sold, receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

Department: EMS

Item(s): Two Mac Computers
Serial Number(s): Mac 27 C02XK6Z8J1GG
Mac 27 C02XK6Z8J1HH
Additional: Items are old and outdated

Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent
Funding Source: None

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

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

Mr. Mike Breedlove stepped out at 7:45 P.M.

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. Calton Blacker to authorize the surplus of the following county assets to be disposed of, traded, or sold. If sold, receipt proceeds of sale to Other Capital Projects – Vehicles Fund: 178-44530 (Sale of Equipment):

Department: EMS

Make/Model: 2016 Ford F350 XLT
VIN: 1FDRF3GTXGEB26849
Mileage: 148,960

Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent

Funding Source: None

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 15.

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

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the Mayor’s signature on Agreement between Cheatham County and the Town of Pegram for funding in the amount of \$15,000.00 on the New South Cheatham Library.

Mr. Mike Breedlove returned at 7:46 P.M.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 16.

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

County Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. James Hedgepath to approve the Mayor's signature on asset protection agreement with Lee Company for Jail maintenance.

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

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

County Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the Mayor's signature on Memorandum Of Understanding between Cheatham County and Averhealth for Recovery Court.

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

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

County Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to approve the Mayor's signature on Memorandum of Understanding between Cheatham County Sheriff's Department and Heritage Health Solutions, Inc.

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

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

County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Eugene O. Evans, Sr. to approve the following:

- 1. Reappointment of Ed Greer and Jim Dillingham to the Water Wastewater Board*
- 2. Reappointment of Brian McCain to the Planning Commission Board*
- 3. Reappointment of Mike Russell, Adam Wright, Tiffany Holder, and Allen Nicholson to the 911 Board*
- 4. Appointment of Donnie Jordan to the County Audit Committee*

Motion approved by voice vote. See Resolution 20.

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh presented, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to approve the issuance of bonds by the Health and Educational Facilities Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, proceeds of which in the amount of \$650,000.00.

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

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

County Attorney, Mr. Michael Bligh presented, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to approve the Resolution approving and authorizing execution of a deed conveying Cheatham County's interest in Water Plant Road.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 22.

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

OTHER COUNTY OFFICIALS

COUNTY CLERK – MS. ABBY SHORT: Ethics Committee minutes are on file in the Clerk’s office.

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee’s reports, Tax Year 2025 public utility tax roll and Tax Year 2016 real property delinquent tax reports were included in the packet.

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

SCHOOL BOARD – MS. STACY BROWN: Ms. Stacy Brown reported West Cheatham Elementary did have adequate heat today and stated that Mr. Calton Blacker got most units back running.

Mr. Calton Blacker gave an update on the replacement units.

Ms. Stacy Brown announced 134 seniors were celebrated today for their ACT scores.

COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUSS: Extension Highlights were included in the packet.

ECONOMIC AND COMMUNITY DEVELOPMENT – MS. GINA ANZALDUA: Ms. Gina Anzaldua stated 20 plus acres are needed for most interest. Ms. Anzaldua stated Cheatham County Leadership Industrial and Small Business day was a success last Tuesday. Ms. Anzaldua announced the National World Association of Economic and Community Development of America brought in about 40 people from around the world to tour Caymas Boats. Ms. Anzaldua gave an update on Janet Knights property. Ms. Anzaldua announced a new Museum is opening at Exit 31. Ms. Anzaldua stated a recycling facility is looking for water front property.

CHAMBER OF COMMERCE – MS. KELLY ELLIS: Ms. Kelly Ellis announced that Ms. Chrissy Henderson was bringing awareness to Cradle Cheatham Project through News Channel 2 today. Ms. Ellis stated the Cheatham County Chamber Foundation is going.

Mr. Randy Noe stated that he paid his Chamber dues and wants to find the funds in the budget for the county to support the Chamber as well.

STANDING COMMITTEES

BEER BOARD: Ms. Diana Lovell stated they will meet in January.

EDUCATION: Mr. B.J. Hudspeth announced an ambulance that was ordered 4 years ago will be delivered tomorrow.

CAPITAL IMPROVEMENTS: Capital Improvements recommended, motion was made by Mr. Calton Blacker, seconded by Mr. Walter Weakley to approve the purchase of chairs and conference tables for the new Courtrooms not to exceed \$5,696.90.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 23.

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

CALENDAR, RULES AND NOMINATING: Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to appoint Ms. Alisha Duncan and Mr. Stan Lovell to the Industrial Development Board for a six-year term beginning January 1, 2026.

Motion approved by voice vote. See Resolution 24.

ROAD AND BRIDGE: Mr. Walter Weakley stated they will meet January 8, 2026 at 4:00 P.M. at the County Highway Department.

Mr. Walter Weakley stated the Veterans Service Committee will meet January 8, 2026 at 2:30 P.M. in the Human Resources Office.

CONSENT CALENDAR

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

Notaries

*Ashley Nichole Blackwell
B.J. Hudspeth
Diana K. Knight*

*Elizabeth L. Dawson
Chelsea B. Huffman
Ileana Sanchez*

*Elizabeth Demonbreum
Ashlyn R. Jewell*

Motion approved by voice vote. See Resolution 25.

ANNOUNCEMENTS AND STATEMENTS:

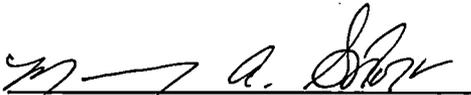
Ms. Diana Lovell invited everyone to the Coalitions Celebration of Hope at the Gateway Church tomorrow night at 5:30 P.M.

Mr. James Hedgepath invited everyone to attend the Polar Plunge next month.

Mr. David Anderson wished everyone a Merry Christmas.

Motion was made by Mr. Walter Weakley, seconded by Mr. James Hedgepath to adjourn at 8:08 P.M.

Motion approved by voice vote. See Resolution 26.


County Clerk


Legislative Body Chairman



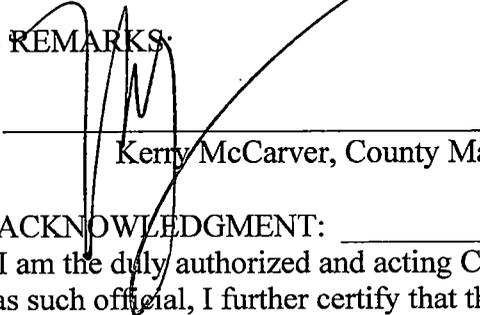
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: December 15, 2025
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Twelve Commissioners present a quorum is declared.

RECORD: Approved by roll call vote ~~1 Absent~~

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

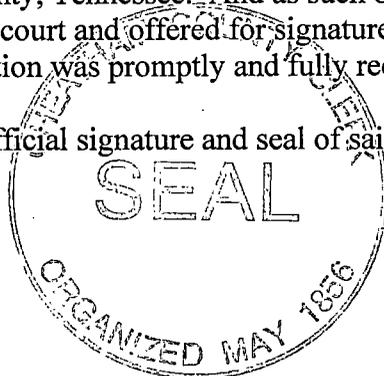
CHEATHAM COUNTY MAYOR'S REMARKS:

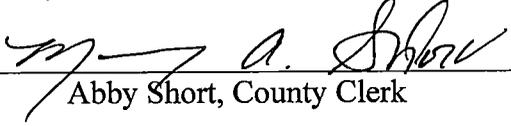

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.




Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda As Amended
DATE: December 15, 2025
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

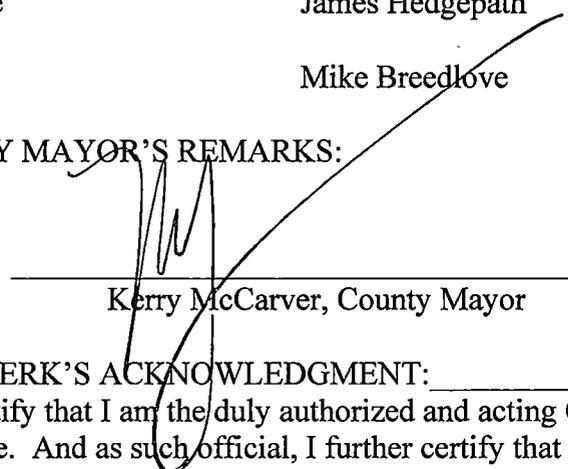
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the December 15, 2025 Legislative Body meeting is approved as amended by:

- 1. Adding the purchase of chairs and conference tables for the new courtroom under Capital Improvements*
- 2. Removing Item 4 from the Mayor's section*

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

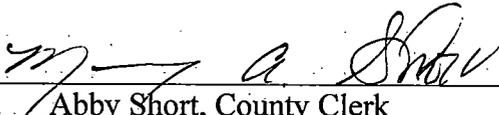


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.


Abby Short, County Clerk



RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: December 15, 2025
MOTION BY: Mr. Bill Powers
SECONDED BY: Ms. Diana Lovell

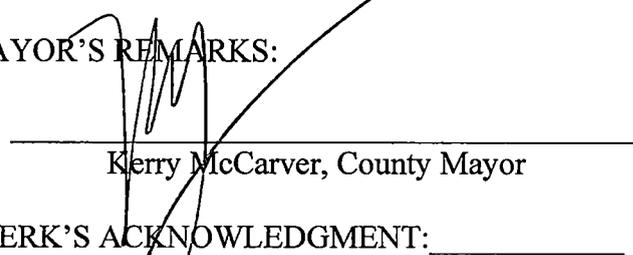
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the November 17, 2025 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote

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

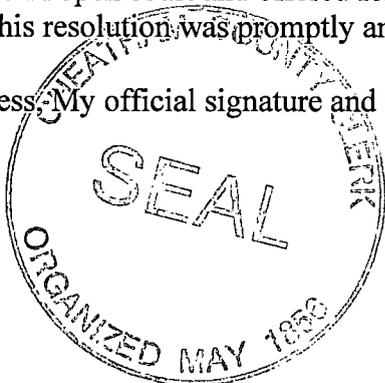
CHEATHAM COUNTY MAYOR'S REMARKS:

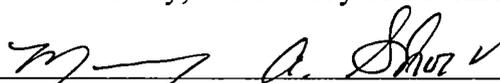

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness: My official signature and seal of said county, this 19th day of December 2025.




Abby Short, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: A Resolution Urging The General Assembly Of The State Of Tennessee To Codify Certain Authority For School Boards And Students To Exercise Religious Freedom

DATE: December 15, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the framers of the United States Constitution intended for citizens to have the right to freely exercise their religious beliefs; and

WHEREAS, the Free Exercise Clause of the First Amendment to the Constitution of the United States does not specifically exclude school board members and students from exercising religious expression in public meetings and within school facilities respectively; and

WHEREAS, concerning religious exercise within public education, the United States Supreme Court recently diminished the “entanglement” test for establishment of religion that was opined in *Lemon v. Kurtzman*, 403 U.S. 602 (1971) and adopted a new “coercion” test concerning establishment of religion and religious exercise in their decision in *Kennedy v. Bremerton School District*, 597 U.S. ____ (2022); and

WHEREAS, in *Town of Greece v. Galloway*, 572 U.S. 565 (2014) The United States Supreme Court held that sectarian prayers at government meetings are permissible under the Constitution. Justice Anthony Kennedy, writing for the majority, stated: “**Legislative bodies do not engage in impermissible coercion merely by exposing constituents to prayer they would rather not hear and in which they need not participate.**”; and

WHEREAS, despite recent court decisions upholding religious freedom, opinions vary among school districts and their legal counsel as to whether a personal prayer can be recited by a school board member within a meeting open to the public, and whether a student can freely exercise their religious beliefs by reading a passage of religious text or scripture in a school assembly or over the public address system of the school; and

WHEREAS, the Tennessee General Assembly should take a firm position on religious freedom to codify the right of school board members to exercise their religious beliefs by reciting a non-coercive personal prayer to open a school board meeting and to permit a student in Tennessee public schools to recite a passage of religious text during school hours in an assembly of students or over the public address system of the school building.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cheatham County Tennessee, meeting on this 15th day of December 2025, as follows:

SECTION 1: That the General Assembly of the State of Tennessee is urged to enact legislation to codify that school boards in Tennessee may have an opening personal prayer at a meeting of the school board that is recited by a board member, provided that such prayer does not require participation of any person in attendance at the meeting and that no person is coerced to participate in the prayer.

SECTION 2: That the General Assembly of the State of Tennessee is also urged to codify that a student may recite a passage of religious text within school hours at public schools in Tennessee. Such code should provide as follows; a period of no more than one minute shall be provided during each school day for a student to recite the passage over the school building public address system. In the case of failure, or absence of a working public address system, the student shall be permitted to recite the passage in-person to an assembly of students.

SECTION 3: That upon approval and signing of this resolution, a signed copy be transmitted by the Cheatham County Clerk to the **State Representatives** and **State Senator** that represent Cheatham County, Tennessee

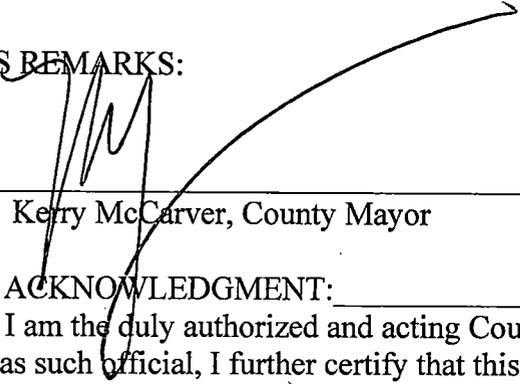
SECTION 4: That a signed copy of this resolution, and a workable WORD copy of the same, be transmitted by the Cheatham County Clerk to the **Tennessee Association of County Clerks**, and to the **Tennessee School Board Association** with a cover letter urging their membership to consider this resolution for adoption.

SECTION 5: Cheatham County Board of Commissioners hereby encourages other county legislative bodies, boards of school commissioners, and civic organizations in Tennessee to adapt, style, and adopt this resolution and transmit the same to their Tennessee Legislative Delegation.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

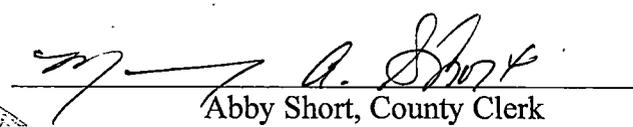


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: Resolution Amending The Cheatham County Zoning Resolution To Increase The Minimum Lot Size In Agricultural Districts To Five (5) Acres For Lots With Public Water

DATE: December 15, 2025

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Cheatham County Zoning Resolution currently establishes the minimum lot size for lots in the “A, Agriculture District” at four (4) acres for lots served by a public water supply; and

WHEREAS, the Cheatham County Legislative Body has determined that such minimum lot size should each be increased to five (5) acres.

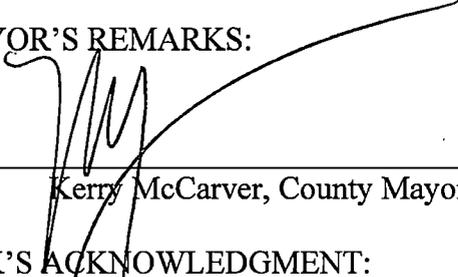
THEREFORE, BE IT RESOLVED by the Cheatham County Legislative Body, meeting in Regular Session on the 15th day of December 2025, in General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, as follows:

1. Table II Bulk Yard and Density Regulations – Residential Districts is hereby amended to change the Minimum Lot Size With Public Water in Column A from four (4) acres to five (5) acres.
2. This resolution shall become effective upon adoption, the public welfare requiring it.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

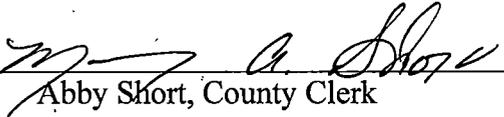


Kerry McCarver, County Mayor

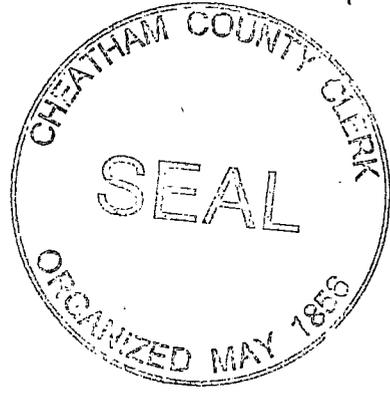
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 6
RESOLUTION TITLE: Five Minute Recess
DATE: December 15, 2025
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Calton Blacker

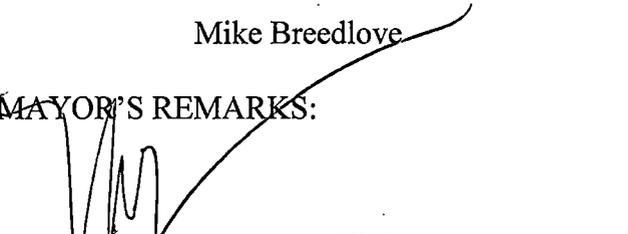
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, a five minute Recess is called at 7:21 P.M for the purpose of reviewing Mr. Gary Chance's email.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

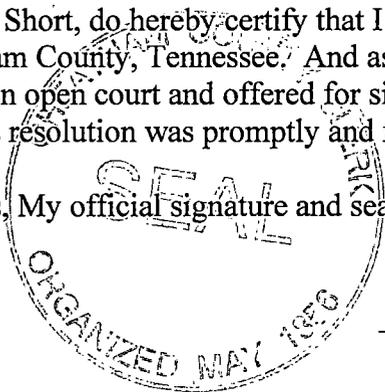


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.





Abby Short, County Clerk

RESOLUTION: 7

RESOLUTION TITLE: To Deny The Zone Change Request For Gary Chance From C5 And Agriculture To C5 For Map 39, Parcel 72.0 and from Agriculture To C5 For Map 23, Parcel 69

DATE: December 15, 2025

MOTION BY: Mr. Randy Noe

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

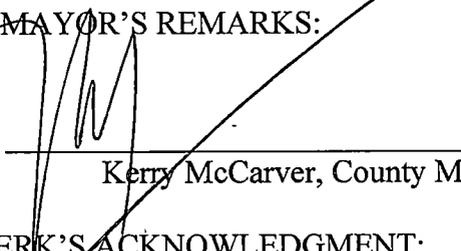
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to deny the zone change request for Gary Chance from C5 & Agriculture to C5 for Map 39, Parcel 72.0 and from Agriculture to C5 for map 23, Parcel 69. Properties are located at 1099 Knight Rd., in the 2nd Voting District and not in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

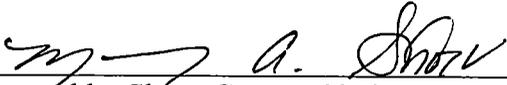


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 8
RESOLUTION TITLE: To Request The Zoning And Appeals Board To Increase The Lot Size Of C5
DATE: December 15, 2025
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Bill Powers

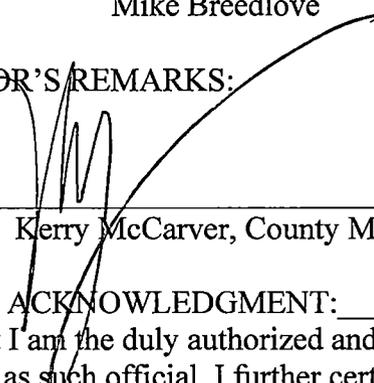
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to request the Planning and Zoning Board to increase the lot size of C5 to 9/10 of an acre.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

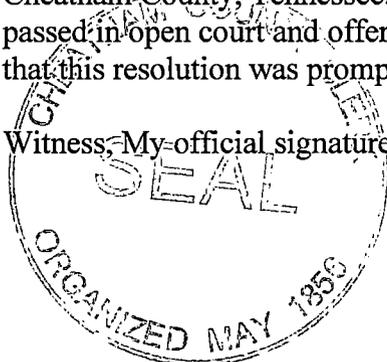


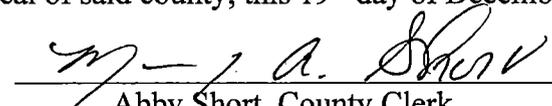
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness My official signature and seal of said county, this 19th day of December 2025.





Abby Short, County Clerk

RESOLUTION: 9
RESOLUTION TITLE: To Approve The Zone Change Request For Charles Mark Winters From Agriculture To R1
DATE: December 15, 2025
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Mr. Chris Gilmore

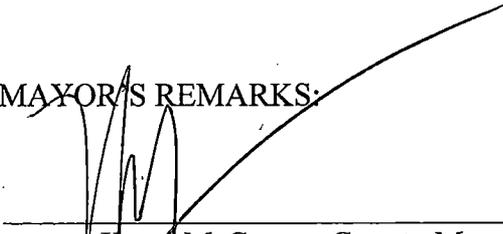
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Charles Mark Winters from Agriculture to R1 for a one & fifty-eight hundreds (1.58)-acre portion of Map 3, Parcel 81. Property is located at 7525 Hwy 41-A, in the 3rd 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	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

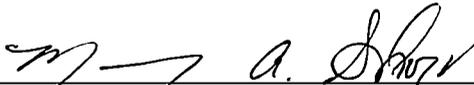
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 10

RESOLUTION TITLE: To Approve The Zone Change Request For Raymond Jennette From Agriculture To R1

DATE: December 15, 2025

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Bill Powers

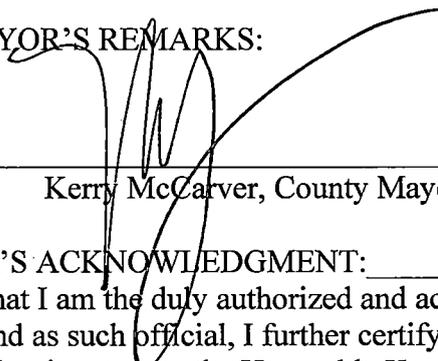
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Raymond Jennette from Agriculture to R1 for a one (1) -acre portion of Map 17, Parcel 73. Property is located at 3537 Hwy 12 N., in the 4th 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	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

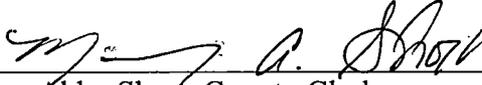


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 19th day of December 2025.


Abby Short, County Clerk



RESOLUTION: 11

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

DATE: December 15, 2025

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

American Rescue Plan Act Expenditures / Public Utility Projects

101 – 47403	American Rescue Plan Act Grant	\$216,975.67
101 – 91170 – 799	Other Capital Outlay	\$216,975.67

Transfer ARP TDEC Utilities Grant Funds received to the expenditure line it will be paid from (payable to East Montgomery Utility District) – pass through grant

Cheatham County Library

101 – 44146	E-Rate Funding	\$748.80
101 – 56500 – 307 – 001	Communication	\$748.80

Transfer E-Rate funding received to the Communication expenditure line

Sheriff's Department

101 – 47590	Other Federal through State	\$30,300.00
101 – 54110 – 187	Overtime Pay	\$30,300.00

Transfer funds received from Tennessee Highway Safety Office (THSO) Driving Under Influence Grant to reimburse for payroll

Sheriff's Department

101 – 47590	Other Federal through State	\$7,341.94
101 – 54110 – 187	Overtime Pay	\$5,490.00
101 – 54110 – 355	Travel	\$1,851.94

Transfer funds received from the Tennessee Highway Safety Office (THSO) Network Coordinator Grant to reimburse for payroll and travel

Agricultural Extension Service

101 – 57100 – 140	Salary Supplements	\$ 96,971.16
101 – 58900 – 186	Longevity Pay	\$ 970.00
101 – 58600 – 201	Social Security	\$ 7,492.50
101 – 58600 – 204	Pensions	\$ 6,630.62
101 – 58600 – 207	Medical Insurance	\$ 16,038.72
101 – 57100 – 309	Contracts with Government Agencies	\$128,103.00

Shift funding from budgeted lines for the Ag Extension Office to the appropriate line to pay The University of Tennessee and Tennessee State University. After speaking with audit, the contract expenditure line is the correct line to pay from since they are employees of the universities and not the county.

Other Economic and Community Development

101 – 48130 – ECD	Contributions	\$1,000.00
101 – 58190 – 105	Supervisor/Director	\$600.00
101 – 58190 – 103	Assistant(s)	\$400.00

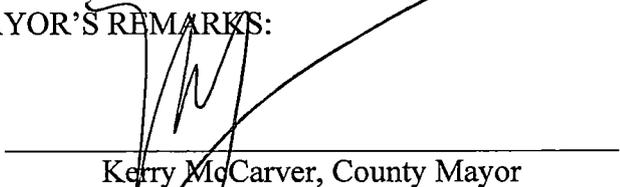
Transfer contribution revenue collected to the expenditure line it will be paid from for ECD bonuses approved by the Joint Economic and Community Development Board on November 17, 2025

*Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent
Funding Source: Various*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.

Abby Short

Abby Short, County Clerk



RESOLUTION: 12

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

DATE: December 15, 2025

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 15th day of December, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund:

Maintenance of Plant

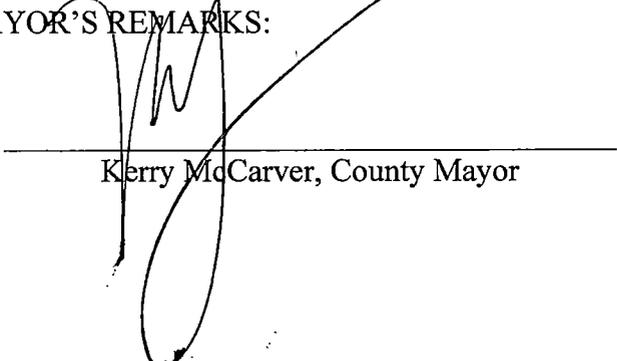
141 – 46980 Other State Grants \$108,634.58
 141 – 72620 – 790 Other Equipment \$108,634.58
 Transfer state Public School Security Grant revenue to the expenditure line to purchase safety equipment

Board of Education Vote (12/11/2025): 5 Yes 0 No 1 Absent
Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent (pending BOE approval)
Funding Source: Public School Security Grant

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

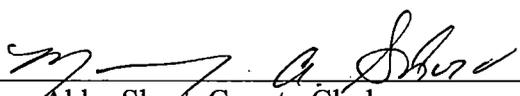


 Kerry McCarver, County Mayor

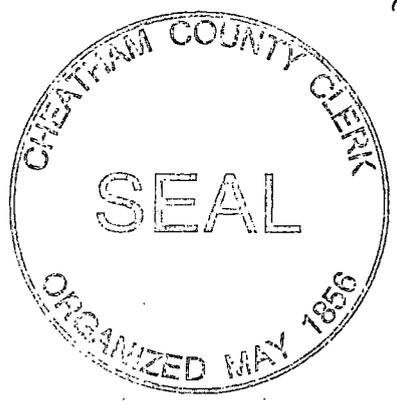
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 13

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

DATE: December 15, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Debt Service Fund:

General Government

151 – 40150	Pick-Up Taxes	\$150.02
151 – 82310 – 325	Fiscal Agent Charges	\$ 50.00
151 – 82310 – 699	Other Debt Service	\$100.00
151 – 82210 – 603	Interest on Bonds	\$ 0.02

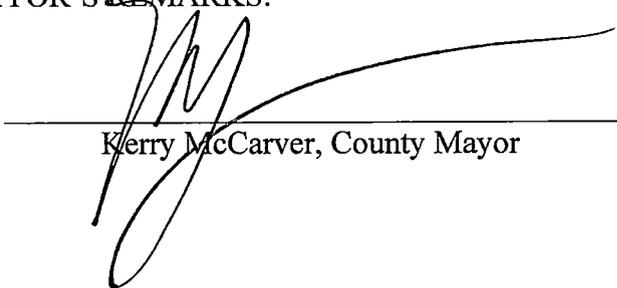
Transfer excess revenue collected to cover an increase in annual debt service fees

Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent
Funding Source: Excess Revenue Collected

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 14
RESOLUTION TITLE: To Authorize The Following Surplus For The County General Fund
DATE: December 15, 2025
MOTION BY: Mr. Bill Powers
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold. If sold, receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

Department: EMS

Item(s): Two Mac Computers
Serial Number(s): Mac 27 C02XK6Z8J1GG
Mac 27 C02XK6Z8J1HH
Additional: Items are old and outdated

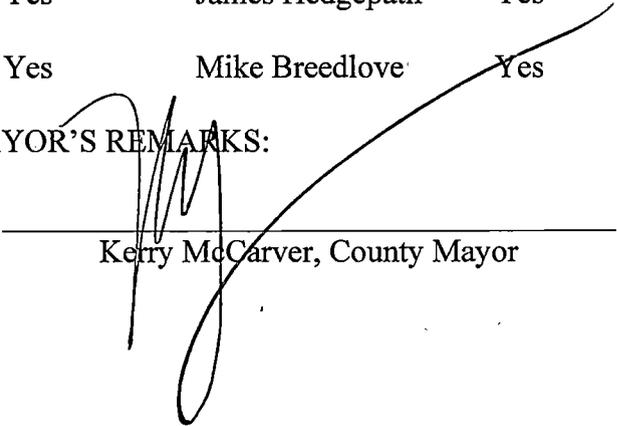
Items have reached end of life. Once approved for surplus, items will be disposed of

*Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent
Funding Source: None*

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

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

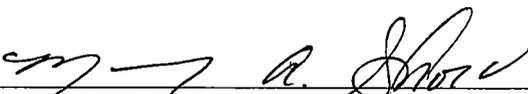
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 15
RESOLUTION TITLE: To Authorize The Following Surplus For The Other Capital Projects – Vehicles Fund
DATE: December 15, 2025
MOTION BY: Mr. Bill Powers
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, traded, or sold. If sold, receipt proceeds of sale to Other Capital Projects – Vehicles Fund: 178-44530 (Sale of Equipment):

Department: EMS

Make/Model: 2016 Ford F-350 XLT
VIN: 1FDRF3GTXGEB26849
Mileage: 148,960

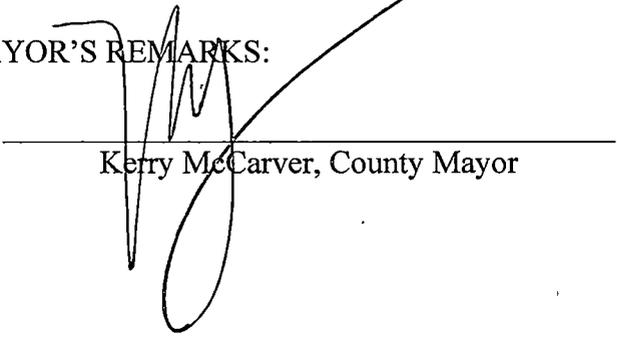
This ambulance is being traded in to EEP (Emergency Equipment Professionals) on a new one that will be here this month. It was ordered 4 years ago.

*Budget Vote (12/08/2025): 5 Yes 0 No 0 Absent
Funding Source: None*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

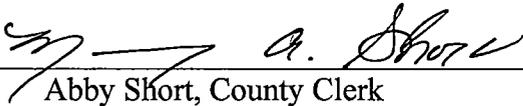


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 16

RESOLUTION TITLE: To Approve Mayor's Signature On Agreement Between Cheatham County And The Town Of Pegram For Funding Of The New South Cheatham Library

DATE: December 15, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

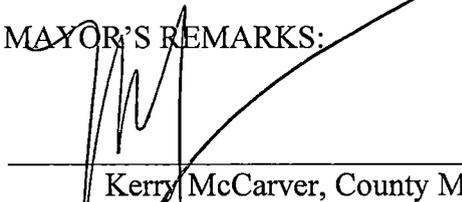
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Agreement between Cheatham County and the Town of Pegram for funding in the amount of \$15,000 on the New South Cheatham Library is approved.

A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 17

RESOLUTION TITLE: To Approve Mayor's Signature On Asset Protection Agreement With Lee Company For Jail Maintenance

DATE: December 15, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. James Hedgepath

COMPLETED RESOLUTION:

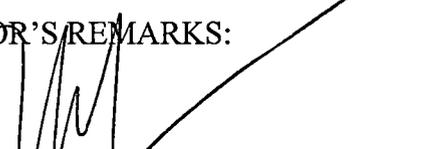
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the asset protection agreement with Lee Company for Jail maintenance is approved.

A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

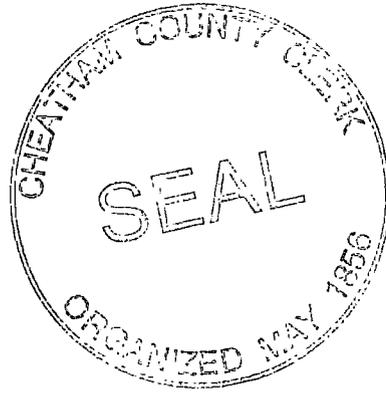
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk





Cheatham County Jail

Asset Protection Agreement

Date:

11/13/2025

Proposal Number:

JB25-029

Prepared for:

Bell Construction

Prepared by:

Josh Brown

joshua.brown@leecompany.com



Cheatham County Commission:

Thank you for taking the time to meet with Lee Company and giving us the opportunity to provide this proposal for mechanical systems services.

Our vision and mission is to be the professional provider of comprehensive solutions and services for facilities. We are committed to finding innovative solutions to meet the specific needs of every customer.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to your HVAC systems.

After careful survey of your mechanical systems, discussions with you and your staff, we present the following planned preventive maintenance program for your consideration.

Thank you again for your time, we look forward to working with you!

Respectfully,

Lee Company

Josh Brown
Facility Solutions Consultant



Program Administration

This program will be professionally administered and managed under the direction of our professional staff, which includes Dispatchers, Call Center Manager, Service Managers, Field Service Supervisors, and assigned Technicians. An in-house kickoff or on-site meeting will be conducted with staff and the assigned service technicians to ensure that all of your requirements are met and the transition will be smooth and seamless.

Operational Testing and Inspection Service

This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturers' recommendations, seasonal requirements and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, doubtful or broken parts.

Includes:

Augury: Vibration analysis of major components which allow for a more focused technical inspection identifying current or potential issues enabling Lee Company to make proactive recommendations on how to improve equipment operations and efficiency.

Professional Preventive Maintenance

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption. Upon completion of each service, you will receive a detailed electronic service report outlining the services performed and recommended repairs if required. You stay informed, without staying involved.

Maintenance Tasking System

We can provide a customized service checklist, tailored to the specific systems at your facility detailing the exact services and procedures we will perform to help keep your systems operating efficiently.

Maintenance Supplies

This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program.

Air Filter Service

Dirty filters and coils can increase your energy bills by 10-15%, according to the U.S. Department of Energy. Inefficient system operation caused by dirty filters can result in having to repair equipment more often or replace it sooner than its usual life expectancy. This program includes the labor and material to inspect, clean as required and change air filters on a regularly scheduled basis.

Belt Service

Belt inspection is particularly important to the operation because of the size of the power losses. Estimates of the energy losses due to under-tensioned drive belts can be as much as 20%. Proper belt tension is critical not only to belt life, but also to optimal drive function. This program includes the labor and material to inspect, adjust as required and change belts on a regularly scheduled basis.



Asset Protection Agreement

Company
Lee Company
4057 Rural Plains Cir.
Franklin, TN 37064

Proposal Date: 11/13/2025
Proposal Number: JB25-029

Ph: Fax:

Bill To Identity Cheatham County Jail Attn:	Agreement Location Cheatham County Jail 100 Public Square Ashland City TN 37015 Attn: County Commission
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Lee Company will provide the services described in the maintenance program indicated below:

MAINTENANCE PROGRAM: Asset Protection SCHEDULES: *Equipment Schedule
***Quarterly Air Filter Service per contract.**
*** Quarterly PM on 32 Water Source Heat Pumps, 17 MUA Units, 27 Split Air Units, 21 Smoke exhaust fans, 2 Boilers,**
1 Cooling Tower, 2 Water Heaters, 2 Pumps.
*** Annual Inspection of 19 Unit Heaters.**

Agreement coverage will commence on 1/1/2026.

The Agreement price is \$45,936.00 per year, payable in advanced installments of \$11,484.00 per Quarter beginning on the effective date of 1/1/2026 through 12/31/2026.

This Agreement is the property of Lee Company and is provided for Customer's use only. Lee Company guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall remain in effect from year to year unless either party provides a 30-day written notice of cancellation. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Customer

Signature Sales Consultant

Signature (Authorized Representative)

Name & Title

Name (Print)

Date / Phone / Fax

Date

Alabama Refrigeration License No. 51050, Alabama HVAC License No. 83952
Tennessee MP License No.710, Tennessee Electrical License DC660
Kentucky ME I license No. 63891, Kentucky HM License No. 04556, Kentucky MP License No. 52C7



Asset Protection Program

1. Lee Company will supply a thorough planned maintenance strategy program designed and tasked specifically to the Customer's requirements.
2. Customer shall permit Lee Company timely access to areas and equipment, and allow Lee Company to start and stop the equipment as necessary to perform required services. All planned work under this agreement will be performed during Lee Company's normal working hours unless otherwise stipulated in this agreement.
3. Lee Company's policy regarding service technicians on our agreement customers is as follows. We will assign and familiarize 2 or 3 technicians to your account and in all situations use every means possible to dispatch one or more of these assigned technicians to your facility as required. Should the situation arise that the assigned technicians are not available; another qualified technician will be dispatched to handle your problem. The primary responsibility for our account will still remain with the assigned technicians and they will be informed as to what corrective action has been taken in their absence. After hours or weekend calls are normally performed by a technician "on call" during that time period.

LEE COMPANY WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE MECHANICAL SYSTEMS DETAILED ON THE EQUIPMENT COVERED PAGE THAT FOLLOWS THIS PAGE:

Planned Maintenance will include job labor and travel labor required to inspect, clean, align, calibrate, tighten, adjust and lubricate all applicable components during seasonal inspections as follows:

INSPECTING: Augury: Vibration analysis of major components which allow for a more focused technical inspection identifying current or potential issues enabling Lee Company to make proactive recommendations on how to improve equipment operations and efficiency.

Technical Inspections: Performed in accordance with **Augury** vibration analysis and including the following detailed inspection points as they apply to the equipment:

motor winding resistance, fan speed, safety controls, combustion and draft, crankcase heaters, control systems, mountings, drive couplings and belts, coils, contactors, oil level, refrigerant charge and all other refrigeration and heating components applicable to seasonal inspections.

CLEANING: condenser coil, burner orifices: passages and nozzles, pilot and igniter, cooling tower baffles, basin, sump and float, chiller, condenser and boiler tubes, etc., applicable to items listed in equipment inventory.

ALIGNING: belt drives, drive couplings

CALIBRATING: safety controls, temperature and pressure controls, etc.

TIGHTENING: electrical connections, mounting bolts, pipe clamps, refrigerant piping fittings, dampers, etc.

ADJUSTING: belt tension, super heat, fan speed, burner fuel/air ratios, gas pressure, set points of safety controls, compressor cylinder unloaders, sump floats, etc.

LUBRICATING: motors, fan and damper bearings, valve stems, damper linkages, fan vane linkages, etc.

Exclusions:

1. *Cleaning evaporator coils as needed.*

The above work referenced as "exclusions" and any other recommended repairs will be done automatically if the work can be completed within the pre-approved dollar limit noted in this agreement without additional approval.



ADDITIONAL BENEFITS

***10% per hour discounted labor rate on service call and repair labor.**

***MVP (Most Valuable Patron) Priority Emergency Response** - Lee Company will respond to your request for emergency service before providing service to any customer who does not have a maintenance agreement with us. Immediate onsite electronically transmitted service report of work performed and needed or recommended repairs which are generated by technicians using hand held tablets.

***PASS - Pre-Approved Service Status** - \$500.00 pre-approved authorization per visit to complete any service repairs found while performing maintenance. Pass insures quick repair and no additional customer administrative involvement and expense. If labor and/or materials are expected to exceed \$500.00, Lee Company shall receive approval from customer before proceeding. **PASS Approval** _____

***Vibration Analysis** – Powered by Augury, this vibration analysis technology is used to assist in early detection of mechanical problems on critical equipment.

***Real Time Audio Visual** – Powered by XOi, this technology allows for real time audio visual of work performed to be shared with each customer. Content is electronically transmitted by technicians via the service reports.

***GPS** - All vehicles are equipped with GPS devices which can be programmed to inform you of when a tech has arrived or left your facility in real time.

PAYMENT TERMS

The maximum number of invoice/payments in agreement year do not exceed scheduled number of inspections in agreement year. Should customer request and receive an invoice schedule that exceeds scheduled number of inspections in agreement year it is understood that should customer cancel agreement before anniversary date customer is responsible for payment of services provided up to that point and in the event labor, material and transportation provided exceed payments received, Lee Company will calculate, based on prevailing labor, material and transportation rates, the amount owed for services not paid for and receive immediate payment from Customer. For services not covered under this agreement, that are performed by Lee Company and authorized by Customer, Customer agrees to pay Lee Company, upon presentation of itemized invoice(s), the prevailing labor, material, and other charges related to such work. Lee Company typically will adjust the annual amount on the anniversary date to cover inflationary increases in cost not to exceed 3%, (percentage of increase will be based on consumer price index). Customer agrees to pay any applicable taxes or governmental charges in addition to the amounts set forth above.



Asset Protection Terms and Conditions

All scheduled service shall be performed during normal working hours unless otherwise stipulated in this agreement. All services shall be performed with qualified personnel supervised by Lee Company. Customer shall permit Lee Company timely access to areas and equipment and allow Lee Company to start and stop the equipment as necessary to perform required services.

In case of any failure to perform its obligations under this agreement, Lee Company's liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This remedy is conditioned upon the Customer's proper operation of maintained equipment and Customer's selection of the proper service investment. This remedy shall not apply if the failure is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the term of this agreement. No sales literature, contained outside this Agreement, shall be considered a part of this Agreement.

Customer will promptly pay invoices within thirty (30) working days of receipt. Should a payment become sixty (60) days or more delinquent, Lee Company, at their option, may stop work under this Agreement without notice and/or terminate this Agreement. Furthermore, Lee Company may calculate, based on prevailing labor, material and transportation rates, the amount owed for services not paid for and receive immediate payment from Customer. In the event Lee Company must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay all reasonable court costs, collection costs, and attorney's fees incurred by Lee Company. Williamson County, Tennessee, shall be the forum for all litigation. Should any part of this agreement be found to be unenforceable, the remainder of Agreement shall remain in force.

Any alteration to, or deviation from, this agreement involving extra work, will result in additional charges for materials and labor used. The exact charge will be based on prevailing labor, material and other fees.

Lee Company will not be required to move, replace or alter any part of the building or support structure in the performance of this Agreement.

This Agreement does not include responsibility to provide services or cover costs associated with the design of the system, safety tests, removal and reinstallation of valves and dampers, repair or replacement necessitated by freezing weather, electrical power failure, naturally or artificially induced electrical currents, low voltage, burned-out of main or branch fuses, low water pressure, vandalism, misuse, or abuse, negligence of the equipment by Customer or others, non-maintainable due to obsolescence and/or non-availability of replacement parts, failure of Customer to properly operate equipment, governmental regulations, insurance regulations, or other causes beyond control of Lee Company.

If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Lee Company may charge Customer a charge based on prevailing labor, material and transportation fees.

Customer shall permit only Lee Company's personnel or agent to perform work included in the scope of this Agreement. Should unauthorized persons perform such work, Lee Company's may, at its option, terminate this Agreement or eliminate the involved item of equipment from inclusion within this Agreement.

Lee Company shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delays of carriers, strikes, including those by Lee Company's employees, lockouts, civil or military authority, governmental regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

Customer shall make available to Lee Company's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Lee Company's obligation under this proposal and any subsequent agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such substances are encountered, Lee Company's sole obligation will be to notify the building owner or owner representative of the possible existence of such products and materials. Lee Company shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the agreement price equitably adjusted.

Adherence to The Clean Air Act of July 1, 1992; section 608 and future sections pertaining to Class I and Class II substances as well as contaminated oils and/or lubricants and containment and disposal as well as any additional costs will be at additional charge and be subject to Lee Company's prevailing rates for these services. Lee Company will supply documentation pertaining to handling, containment and/or disposal to customer as requested but assumes no liability.

To the fullest extent permitted by law, Customer shall indemnify and hold harmless Lee Company, its agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by customer, or anyone for whose acts customer may be liable, regardless of whether it is caused in part by negligence of the Lee Company. Under no circumstances, whether arising in agreement, tort, (including negligence) equity or otherwise, will Lee Company be responsible for loss or use, loss of profit, increased operating or maintenance expenses; claims of Customer's tenants or clients, or any special, indirect or consequential damages.



Technology Acceptance Form

- Vibration Analysis** – Powered by Augury, this vibration analysis technology is used to assist in early detection of mechanical problems on critical equipment.
- Real Time Audio Visual** – Powered by XOi, this technology allows for real time audio visual of work performed to be shared with each customer. Content is electronically transmitted by technicians via the service reports.
- Predictive Analytics** – Powered by Envizi, this technology provides real time performance data on critical production and comfort equipment.
- LeeStat** – Exclusive to Lee Company, LeeStat provides 24/7 monitoring of each unit by way of a thermostat designed to pinpoint critical areas of potential failure.
- GPS** - All vehicles are equipped with GPS devices which can be programmed to inform you of when a tech has arrived or left your facility in real time.

By approving this document, I fully understand the technology offering that is provided by Lee Company and confirm that the above selected be implemented at the commencement of this agreement.

Customer

Authorized Signature _____

Printed Name _____

Date _____

Facility Services Consultant

Authorized Signature _____

Printed Name _____

Date _____



Inventory of Equipment

Assets

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
2	BLR 002	LOCHINVAR	FBN4001		119 HP		
2	Boiler Flush Lrg 001	Aqua Flex	L400A-TR				
2	Boiler Flush Lrg 002	LOCHINVAR					
1	CTWR 001	Evapco	ESW4 12-45N12-LF		450 Ton		
1	HP C01	Trane	GEVE12041		10 Ton		
1	HP C02	Trane	GEVE12041		10 Ton		
1	HP C03	Trane	GEVE15041		12.5 Ton		
1	HP C04	Trane	GEVE15041		12.5 Ton		
1	HP C05	Trane	GEVE15041		12.5 Ton		
1	HP C06	Trane	GEVE15041		12.5 Ton		
1	HP C07	Trane	GEVE15041		12.5 Ton		
1	HP C08	Trane	GEVE15041		12.5 Ton		
1	HP C09	Trane	GEVE15041		12.5 Ton		
1	HP C10	Trane	GEVE15041		12.5 Ton		
1	HP C11	Trane	GEVE15041		12.5 Ton		
1	HP C12	Trane	GEHE12041		10 Ton		
1	HP 013	Trane	GEHE12041		10 Ton		
1	HP 014	Trane	GEHE12041		10 Ton		
1	HP 017	Trane	GEHE18041		15 Ton		
1	HP 018	Trane	GEHE18041		15 Ton		
1	HP 019	Trane	GEVE10841		15 Ton		
1	HP 020	Trane	GEVE24041		20 Ton		
1	HP 025	Trane	EXHG06041		5 Ton		
1	HP 026	Trane	GEVE0604		5 Ton		
1	HP 027	Trane	GEVE0604		5 Ton		
1	HP 027	Trane	GEVG0244		2 Ton		
1	HP 028	Trane	GEVE0904		7.5 Ton		
1	HP 028	Trane	GEVE1204		10 Ton		
1	HP 029	Trane	GEVE0904		7.5 Ton		
1	HP 030	Trane	GEHV1504		15 Ton		
1	HP 031	Trane	GEVG0244		2 Ton		
1	HP 032	Trane	GEHE0724		6 Ton		
2	HWI-TR 001	AQUAPLEX	75 L 400A-TPX		1		
1	MAU 002	TRANE	HORIZON D020		5 HP		
2	PMP-WTR-GP 001	BELL&GOSSET	SERIES E-15105GB		40 HP		
21	Smoke exhaust Fan 001	Greenheck	CUBE-300-50		5 HP		
16	SMOKE MAU 001	THERMOTEK	T4-IBT-800-400-400-30D		4 HP		
1	SPLT 001	Daikin	FTXB12B		1 Ton		
1	SPLT 002	DAIKIN	FTXB12B		1 Ton		
1	SPLT 003	DAIKIN	FTXB24BXVJU		2 Ton		



1	SPLT 004	DAIKIN	FTXB24BXVJU	2 Ton
1	SPLT 005	DAIKIN	FTXB24BXVJU	2 Ton
4	SPLT 006	Samsung	ACO12MNADCH	1 Ton
15	SPLT 007	SAMSUNG	ACO24MNADCH /AA	2 Ton
3	SPLT 008	SAMSUNG	ACO36MNTDCH /AA	3 Ton
19	UHTR 001	MARKEL	P3PUH12CA1	



Air Filter Service

Assets

Unit	Qty	Changes/Yr	Size	Type
HP 001	4	4	2X20X20	Extended Surface Pleated
HP 002	4	4	2X20X20	Extended Surface Pleated
HP 003	6	4	2X20X25	Extended Surface Pleated
HP 004	6	4	2X20X25	Extended Surface Pleated
HP 005	6	4	2X20X25	Extended Surface Pleated
HP 006	6	4	2X20X25	Extended Surface Pleated
HP 007	6	4	2X20X25	Extended Surface Pleated
HP 008	6	4	2X20X25	Extended Surface Pleated
HP 009	6	4	2X20X25	Extended Surface Pleated
HP 010	6	4	2X20X25	Extended Surface Pleated
HP 011	6	4	2X20X25	Extended Surface Pleated
HP 012	3	4	2X20X25	Extended Surface Pleated
HP 013	3	4	2X20X25	Extended Surface Pleated
HP 014	3	4	2X20X25	Extended Surface Pleated
HP 017	3	4	2X20X25	Extended Surface Pleated
HP 018	3	4	2X20X25	Extended Surface Pleated
HP 019	6	4	2X20X25	Extended Surface Pleated
HP 020	6	4	2X20X25	Extended Surface Pleated
HP 025	1	4	2X20X20	Extended Surface Pleated
HP 026	1	4	2X20X20	Extended Surface Pleated
HP 027	1	4	2X20X20	Extended Surface Pleated
HP 027	1	4	2X20X20	Extended Surface Pleated
HP 028	4	4	2X20X20	Extended Surface Pleated
HP 028	4	4	2X20X20	Extended Surface Pleated
HP 029	4	4	2X20X20	Extended Surface Pleated
HP 030	6	4	2X20X20	Extended Surface Pleated
HP 031	1	4	2X20X20	Extended Surface Pleated
HP 032	3	4	2X20X25	Extended Surface Pleated
MAU 002	1	4	1X20X23	Extended Surface Pleated



Scope of Work

Boilers Gas-Fired Hot Water

Annual Inspection

- Shut down unit and perform safe LOTO
- Check and verify burner operation
- Check and verify burner control system
- Check and verify gas regulator and gas pressure
- Check and verify burner linkages
- Check and verify for gas leaks
- Check and verify gas safety switch
- Check and verify gas valve/operation
- Check and verify draft fan
- Perform combustion analysis test/list on work order
- Check and verify water cutoff where applicable
- Check and verify water feeder where applicable
- Check and verify shut off valves where applicable
- Check and verify temperature controls where applicable
- Check and verify safety switches where applicable
- Check and verify pressure controls where applicable
- Blow down feeder cutoff control where applicable
- Check and verify safety relief valve
- Check and verify combustion controls where applicable
- Check and verify piping connections
- Check and verify all associated valves
- Check and verify water level gauge glass
- Check and verify water level controls
- Disassemble low water cutoff and clean, where applicable
- Check condition of control contacts for wear, pitting and erosion
- Check and verify mercury bulbs
- Check and verify wiring
- Clean burner assembly, per contract where applicable
- Clean make up water components
- Clean hi water components
- Inspect refractory where applicable
- Blcw down boiler
- Blcw down gauge glass
- Clean external surfaces
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit



Quarterly Operational Inspection

- Check operation of boiler
- Check all operating parameters
- Check and verify gas regulator and gas pressure
- Check and verify burner linkages
- Check and verify for gas leaks
- Check and verify draft fan
- Check and verify water cutoff where applicable
- Check and verify water feeder where applicable
- Check and verify temperature controls where applicable
- Blow down feeder cut off control where applicable
- Check and verify safety relief valve
- Check and verify combustion controls where applicable
- Check and verify piping connections
- Check and verify all associated valves
- Check and verify water level gauge glass
- Check and verify water level controls
- Blow down boiler
- Blow down gauge glass
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit



Cooling Tower

Annual Inspection

- Remove all debris from within and around unit
- Clean hot deck and verify its integrity
- Clean float valve assembly and adjust for proper operation
- Check and clean bleed-off line and overflow system
- Clean tower spray nozzles
- Inspect fans and fan assemblies
- Oil or lube fan and motor bearings as required
- Check oil in gear reducer
- Inspect belts alignment
- Inspect belts and change per contract
- Inspect wiring and electrical components
- Place tower in operation and verify tower operates as required
- Inspect baffles
- Check tower strainers
- Check sump heaters and thermostats for calibration and operation if applicable
- Check and adjust condenser water temperature regulator system
- Check motor terminal connections for tightness and chafing
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Quarterly Operational Inspection

- Check operation of float assembly
- Inspect tower spray nozzles and eliminators
- Inspect fans and fan assemblies
- Check oil in gear reducer
- Inspect belts and adjust as necessary
- Verify tower operates properly
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Annual Cooling Tower Cleaning

- Drain cooling tower and clean sump per contract

Clean Pump Strainer

- Isolate pump strainer remove and clean per contract



Water Sourced Heat Pump

Annual Inspection

- Check and verify operation of reversing valve
- Check and verify condenser loop strainer where applicable
- Check and verify defrost cycle and controls
- Check and verify back-up heat source where applicable
- Check and verify volts/amps of compressors
- Check and verify volts/amps of condenser fan motor where applicable
- Check condition of control contacts for wear, pitting and erosion
- Check and verify operating temperatures
- Check and verify refrigerant charge
- Check and verify moisture indicators
- Check and verify site glasses
- Check and verify oil level
- Check and verify oil contamination
- Check and verify belts, replace per contract
- Check and verify all safety controls
- Check and verify superheat and adjustment
- Check and verify hot gas by-pass controls
- Check and verify head pressure controls
- Check and verify unloader operation where applicable
- Check and verify all operating controls
- Check and tighten electrical connections, as required
- Lubricate motors/bearings where applicable
- Check and verify water-cooled condenser
- Check and verify water-regulating valve where applicable
- Check and verify compressor efficiency
- Check and verify cap tubes/piping for chafing
- Check and verify crankcase heaters
- Visual check and verify for oil/refrigerant leaks
- Check and verify fan wheels - clean as required
- Check and verify fan scrolls - clean as required
- Check and verify fan sheave wear
- Check and verify fan sheave alignment
- Check and verify fan-bearing alignment
- Check and verify fan-bearing supports
- Check and verify motor supports
- Check and verify motor hold down bolts
- Check and verify damper operation
- Check and verify damper linkages
- Check and verify damper motor operation
- Check and verify and clean evaporator coil, per contract
- Check and verify and clean condensate pans
- Check and verify and clean condensate pumps where applicable
- Check and verify air filters, replace per contract



- Check and verify and clean outside air intakes
- Check and verify expansion valve bulb clamp
- Check and verify unusual noises/vibration
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit

Quarterly Operational Inspection

- Check and verify overall operation of system
- Check and verify operating temperatures
- Check and verify moisture indicators
- Check and verify site glasses
- Check and verify oil level
- Check and verify belts
- Check and verify all operating controls
- Check and tighten electrical connections, as required
- Lube motors/bearings where applicable
- Check and verify condenser coil
- Check and verify cap tubes/piping for chafing
- Visual check and verify for oil/refrigerant leaks
- Check and verify fan wheels
- Check and verify and clean condensate pan where applicable
- Check and verify air filters, replace per contract
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit

Quarterly Hot Water Heater Gas

- Visually inspect all piping and valves, check for leaks
- Ensure that controls maintain set point
- Check insulation on heater, repair as necessary
- Drain unit until all sediment and discolored water is expelled
- With unit under load, inspect for leaks and any signs of abnormal operation
- Inspect tank exterior, fittings and hand-holes for signs of corrosion
- Ensure that mixing valves operate as intended
- Operate and inspect all control linkages. Adjust and lubricate linkages as necessary
- Inspect and clean combustion air passages
- Test operation of gas pressure regulator and adjust setting if necessary
- Clean, test and inspect sight glasses, valves, fittings, drains and controls
- Inspect ignition and pilot assembly. Clean and adjust igniter if necessary
- Exercise all manual isolation valves, as applicable, over full range and ensure full closure



Make-up Air/Furnace Gas-Fired

Annual Inspection

- Check and verify volts/amps of compressors
- Check and verify volts/amps of condenser fan motor where applicable
- Check condition of control contacts for wear, pitting and erosion
- Check and verify operating temperatures
- Check and verify refrigerant charge
- Check and verify moisture indicators
- Check and verify site glasses
- Check and verify oil level
- Check and verify belts, replace per contract
- Check and verify all safety controls
- Check and verify superheat and adjustment
- Check and verify hot gas by-pass controls
- Check and verify head pressure controls
- Check and verify unloader operation where applicable
- Check and verify all operating controls
- Check and tighten electrical connections, as required
- Lube motors/bearings where applicable
- Check and verify and clean condenser coil per contract
- Check and verify water-cooled condenser where applicable
- Check and verify water-regulating valve where applicable
- Check and verify and clean evaporator coil per contract
- Check and verify compressor efficiency
- Check and verify cap tubes/piping for chafing
- Check and verify crankcase heaters
- Visual check and verify for oil/refrigerant leaks
- Check and verify fan wheels - clean as required
- Check and verify fan scrolls - clean as required
- Check and verify fan sheave wear
- Check and verify fan sheave alignment
- Check and verify fan-bearing alignment
- Check and verify fan-bearing supports
- Check and verify motor supports
- Check and verify motor hold down bolts
- Check and verify damper operation
- Check and verify damper linkages
- Check and verify damper motor operation
- Check and verify and clean coils - as required
- Check and verify and clean condensate pans
- Check and verify and clean condensate pumps where applicable
- Check and verify air filters, replace per contract
- Check and verify and clean outside air intakes
- Check and verify expansion valve bulb clamp
- Check and clean gas burners, where applicable



- Check gas burner operation and inlet gas pressure
- Check heat exchanger for cracks and deterioration, where applicable
- Check flue pipe for deterioration and cleanliness
- Check exhaust system for proper draft
- Check for any gas leaks
- Check operation of pilot, where applicable
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit

Quarterly Operational Inspection

- Check overall operation of system
- Check and verify operating temperatures
- Check and verify moisture indicators
- Check and verify site glasses
- Check and verify oil level
- Check and verify belts
- Check and verify all operating controls
- Check and tighten electrical connections, as required
- Lube motors/bearings where applicable
- Check and verify coils
- Check and verify cap tubes/piping for chafing
- Visual check and verify for oil/refrigerant leaks
- Check and verify fan wheels
- Check and verify and clean condensate pans
- Check and verify and clean condensate pumps where applicable
- Check and verify air filters, replace per contract
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit



General Purpose Pump

Annual Inspection

- Check volts/ amps motor
- Check/ tighten all electrical connections
- Check all starters/ contactors for wear where applicable
- Check all operating/ safety controls
- Check/ lubricate motor bearings per manufacturers recommendation
- Check/ lubricate pump bearings per manufacturers recommendation
- Check pump/motor alignment
- Check coupling
- Check mechanical seals/packing
- Check strainers, pull and clean per contract
- Check hand valves
- Check gauges for accuracy
- Check suction/discharge pressures
- Check mounts/vibration pads
- Check overall condition of unit

Quarterly Operating Inspection

- Check volts/amps motor
- Check electrical connections
- Check starter operation
- Check/ lubricate motor bearings
- Check/ lubricate pump bearings
- Check coupling
- Check mechanical seals/packing
- Check hand valves
- Check gauges for accuracy
- Check suction/discharge pressures
- Check mounts/vibration pads
- Check overall condition of unit



Quarterly Smoke Exhaust Fan

- Check fan bearings and lubricate
- Check motor bearings and lubricate
- Check belts for wear; adjust tension or alignment and replace per contract
- Inspect/tighten motor mounts
- Check fan rotation
- Check fan for vibration or excessive noise
- Check and tighten electrical connections
- Check fan blades for cracks or excessive wear
- Check VFD - If applicable
- Check controls and system devices for proper operation
- Check exposed ductwork and all panels for integrity
- Check integrity of flexible connections
- Check control box for dirt/debris-clean as necessary



Ductless Split System

Annual Inspection

- Check filters if applicable-clean or replace per contract
- Check control system devices for proper operation
- Check belts if applicable-adjust and replace per contract
- Check temperature drop-check refrigerant charge if necessary
- Check p-trap drain-clean as necessary
- Check evaporator coils for any leaks, clean per contract if applicable
- Check control box for dirt and debris-clean as necessary
- Check fan blades and housing for integrity-clean as necessary
- Check heat exchange surfaces for buildup/fouling-clean as necessary
- Check integrity of all panels and tighten fasteners
- Assess field serviceable bearings-lubricate as necessary
- Check all electrical connections
- Check drain pan, line, and coil for biological growth
- Inspect for moisture carryover from drain pan
- Check damper if applicable-adjust/lubricate as necessary
- Check condensate pump for proper operation-if applicable
- Check refrigerant pressures/ levels
- Check compressor oil levels if applicable
- Check for visible refrigerant/ oil leaks
- Check condenser fan motors operation
- Check condenser coils for any leaks, clean per contract if applicable
- Check general condition of unit

Quarterly Operating Inspection

- Check filters if applicable-clean or replace per contract
- Check control system devices for proper operation
- Check belts if applicable-adjust and replace per contract
- Check p-trap drain-clean as necessary
- Check evaporator coils
- Check fan blades and housing for integrity
- Check heat exchange surfaces for buildup/fouling
- Assess field serviceable bearings-lubricate as necessary
- Check all electrical connections
- Check drain pan, line, and coil for biological growth
- Check condensate pump for proper operation-if applicable
- Check for visible refrigerant/ oil leaks
- Check condenser coil
- Check general condition of unit



Annual Unit Heater Electric Boost

- Brush or vacuum grilles, coils, fan, etc.
- Lubricate fan and motor bearings where applicable
- Check and verify belts, replace per contract
- Check and tighten electrical connections, as required
- Check and verify all control operations
- Lube and adjust dampers and linkages
- Check and verify unit-operating conditions
- Check and tighten electric heater connections
- Check and verify amps/volts where applicable
- Check and verify filters, replace per contract
- Check and verify fan assembly
- Lube fan and motor bearings as required
- Check and verify motor volts/amps
- Check and verify/adjust belts and sheaves
- Check and verify tighten all mounting hardware
- Check and verify overall operation
- Check and tighten electrical connections
- Check and verify operating controls
- Check and verify thermometer accuracy
- Check and verify hardware and gaskets

RESOLUTION: 18

RESOLUTION TITLE: To Approve Mayor's Signature On MOU Between Cheatham County And Averhealth For Recovery Court

DATE: December 15, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

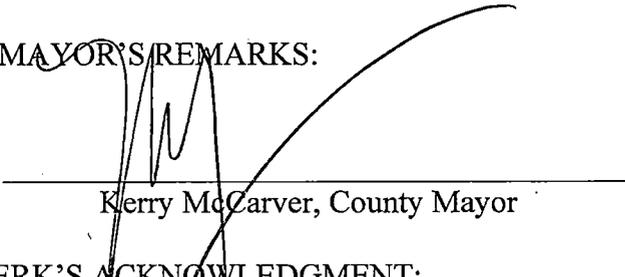
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the MOU between Cheatham County and Averhealth for Recovery Court is approved.

A copy of the MOU is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

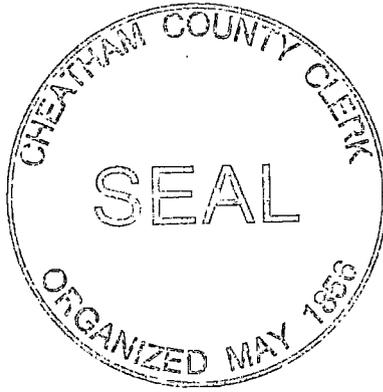
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU"), effective as of this 1st day of November, 2025 and entered into by **Cheatham County, TN** (hereinafter referred to as "the Agency") and **Avertest, LLC dba Averhealth** (hereinafter referred to as "Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. PURPOSE AND SCOPE

- 1.01 The purpose of this MOU is to provide comprehensive drug testing and technology services. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.
- 1.02 The MOU, as referred to herein, shall mean this document executed by the Agency and Provider, and shall include the Terms and Conditions set forth herein, Attachments A and B described in Sections II and IV and attached hereto, and any supplemental agreement or modification entered into between the Agency and Provider, in writing and signed by each Party, after the date of this MOU.
- 1.03 This MOU constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Agency and Provider with respect to the subject matter hereof. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the MOU have been made by the Agency or Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This MOU may be amended and modified only in writing signed by both the Agency and Provider.

SECTION II. ROLES AND RESPONSIBILITIES

- 2.01 The Agency shall refer clients for comprehensive drug testing services by entering relevant client information into Aversys.
- 2.02 Provider shall provide services as specified in Attachment A, "Scope of Services", attached hereto and incorporated by reference into this MOU.

SECTION III. TERM

- 3.01 The initial term of this MOU shall be one (1) year and shall automatically renew for up to four (1) additional one (1) year terms unless a party notifies the other in writing of its intention to not renew this MOU, at least ninety (90) days prior to the expiration of said term. The total term of this MOU, including extensions, shall not exceed five (5) years.
- 3.02 In the event of dissatisfaction among the parties, the Provider and the Agency shall meet to develop a plan to cure the source of the dissatisfaction. Should the Provider and Agency develop a mutual plan, this MOU shall remain in effect, but and in no case shall either party terminate this MOU until at least sixty (60) day following the meeting.



- 3.03 This MOU is contingent upon the Agency receiving the necessary funding to cover the obligations of the Agency. In the event that such funding is not received or appropriated, the obligations of the Agency under the MOU shall cease, and each party shall be released from further performance under the MOU without any liability to the other party.

SECTION IV. COMPENSATION

- 4.01 Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this MOU necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, "Service Fees", attached hereto and incorporated herein. There are no minimum or maximum compensation levels for services under this MOU.
- 4.01.1 Provider pricing is specific to the initial year of service. Each subsequent year of service will incur a 3% price increase to the Agency standard panel(s).
- 4.02 Provider shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed for which expenses incurred under this MOU are payable by the Agency. The Agency shall pay Provider within thirty (30) days after receipt of such properly itemized invoice(s) where payment is incurred by and owed by the Agency.

SECTION V. GENERAL PROVISIONS

- 5.01 **Independent Provider.** The parties agree that Provider is an independent provider and is in no way an employee or agent of the Agency. As such, Provider is not entitled to workers' compensation or any benefit of employment by the Agency. The Agency shall have no control over the performance of this MOU by the Provider or Provider's employees, except to specify the results to be achieved. Provider acknowledges that it is not insured in any manner by the Agency for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the Agency in any way.
- 5.02 **Necessary Documentation.** Provider certifies that it will furnish the Agency, if requested, any and all documentation, certification, authorization, license, permit, or registration required by applicable federal, state and local laws, rules, regulations or ordinances. Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this MOU.
- 5.03 **Confidentiality.**
- 5.03.1 The obligations of this section shall survive the termination of this MOU and shall be applicable to the full extent permissible under statutes governing access to public records. Provider understands that the information provided to it or obtained from the Agency during the performance of its services is confidential and may not, without prior written consent of the Agency, be disclosed to any person without receiving permission from the Agency except to employees or agents of Provider who have a need to know in order to provide the services. Further, Provider's work product generated during the performance

of this MOU is confidential to the Agency. Confidential information shall not include information, that: (a) was known by Provider or the Agency at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Provider or the Agency; (c) is made known to Provider or the Agency by a third person who to the knowledge of the Provider or the Agency does not impose any obligation of confidence on Provider or the Agency with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or Agency order whereupon Provider or the Agency shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by Provider or the Agency without references to the confidential information.

- 5.03.2 Provider acknowledges that it is a Qualified Service Organization as defined by 42 C.F.R. Part 2 and that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; (ii) any client information it receives from the Agency that is protected by 42 C.F.R. Part 2 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 42 C.F.R. Part 2.
- 5.03.3 Provider acknowledges that : (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164; (ii) any client information it receives from the Agency that is protected by 45 C.F.R. Parts 160 and 164 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 45 C.F.R Parts 160 and 164.
- 5.03.4 Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the Agency that is required to be kept confidential by the Agency except as contemplated by Section 5.03.1(d), above.
- 5.04 **Records; Audit.** Provider shall maintain books, records, documents and other evidence directly pertinent to performance of services under this MOU. Provider shall make such materials available, at its offices at all reasonable times during the MOU period and for a period of three (3) years from the date of final payment under this MOU, for inspection by the Agency or any other authorized representative of the Agency. Copies thereof, if requested, shall be furnished at no cost to the Agency.
- 5.05 **Insurance.** Provider agrees to obtain and keep in force during its acts under this MOU a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 and \$1,000,000/personal injury and a professional liability insurance in the minimum amount of \$1,000,000, which shall name and protect Provider; Provider's officers, agents, and employees;



the Agency; and the officers, agents, and employees of the Agency from and against all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of Provider. Certificates of Insurance, naming the Agency as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with the Agency within thirty (30) days of this Agreement.

- 5.06 **Indemnification.** Provider agrees to indemnify, defend, and hold harmless the Agency, and its directors, officers, agents, officials, representatives, and employees from and against any and all demands, claims, losses, actions, causes of action, judgments and liens arising out of or in connection with the acts and/or any performances, omissions, activities, or breach of Provider or any of its officers, agents, employees or subcontractors. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Agency.
- 5.07 **Non-discrimination.** Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.
- 5.08 **Conflict of Interest.** Provider certifies and warrants to the Agency that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this MOU has or will have any conflict of interest, direct or indirect, with the Agency.
- 5.09 **Force Majeure.** In the event that either party is unable to perform any of its obligations under this MOU – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, riots, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this MOU shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this MOU.
- 5.10 **Applicable Laws; Forum.**
- 5.10.1 Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this MOU are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after



execution of this MOU shall be reviewed by the Agency and Provider to determine whether the provisions of the MOU require formal modification.

- 5.10.2 This MOU shall be construed in accordance with the laws of the state where services are provided. Venue for any dispute arising under this MOU shall be in state and county where the Agency is located.
- 5.11 **Severability.** If any provision of this MOU is held to be invalid, illegal, or unenforceable by a Agency of competent jurisdiction, the provision shall be stricken, and all other provisions of this MOU which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.12 **Successors and Assigns.** Except as otherwise provided herein, Provider shall not assign, sublet or transfer its interest in this MOU without the written consent of the Agency; provided, however, the Provider may freely assign this MOU to a subsidiary or affiliated entity of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Agency or the Provider.
- 5.13 **Authority to Bind Provider.** Notwithstanding anything in this MOU to the contrary, the signatory for Provider represents that he/she has been duly authorized to execute agreements on behalf of Provider and has obtained all necessary or applicable approval to make this MOU fully binding upon Provider when his/her signature is affixed and accepted by the Agency.
- 5.14 **Debarment and Suspension**
- 5.14.1 Provider certifies, by entering into this MOU, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision. The term "principal" for purposes of this MOU means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider.
- 5.14.2 Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision.
- 5.15 **Compliance With E-Verify Program.** Provider shall enroll in and verify the work eligibility status of all newly hired employees of Provider through the E-Verify Program ("Program"). Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Provider shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.



- 5.16 **Signature.** Signatures may be executed in counterparts and by facsimile or electronic form.
- 5.17 **Survival.** Notwithstanding any other provision of this MOU, the provisions of paragraph 5.04 "Records" of this MOU shall survive the expiration, cancellation or termination of this MOU.
- 5.18 **Mutual Drafting.** The Agency and Provider agree that this MOU has been mutually drafted and authored by the Agency and the Provider and that it shall not be construed against any one party.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates subscribed on the next page.

Cheatham County, TN

Avertest, LLC dba Averhealth

By: _____

By: _____

Name: _____

Dominique Hummel

Title: _____

Chief Executive Officer

Date: _____

Date: _____



ATTACHMENT A – SCOPE OF SERVICES

1. **Information Management System (IMS):** Provider will provide the Agency with access to a secure, web-based HIPAA compliant IMS, that at a minimum allows the Agency to:
 - a. Enroll clients in the alcohol and drug testing program;
 - b. Enter custom test panels specific to each client;
 - c. Order unscheduled tests for an individual client;
 - d. Enter excused test periods for an individual client;
 - e. Inactivate or activate clients;
 - f. Track and review client test history;
 - g. Enter specific client co-pay amounts;
 - h. Designate vouchers for specific clients; and
 - i. Track applicable client payments.

The IMS shall include a dashboard view specific to each case manager that:

- a. Provides the supervising case manager quick access to each client;
 - b. Provides a consolidated summary of all activity related to each client;
 - c. Illustrates if a client is scheduled to test;
 - d. Shows if a client has called the client notification system or not; and
 - e. Provides a summary of recent positives, no shows, and other non-negative test results.
2. **Automated Random Selection Calendar:** Provider will provide, support and maintain a secure automated random selection testing calendar that is configurable to Agency specified parameters and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes;
 - b. Schedule clients on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the IMS; and
 - e. Manually order a one-time or unscheduled test for individual clients via the IMS.
 3. **Client Notification:** Provider will provide, support, and maintain a client notification system that notifies clients of the need to test. The client notification system must:
 - a. Create a unique personal identification number (PIN) for each client;
 - b. Record time, date and phone number of when clients call;
 - c. At a minimum provide English and Spanish language options;
 - d. Calculate a call-in compliance score for each client;
 - e. Report if a client fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages for an individual client or group of clients;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. Provide participants with text message and mobile application (when functionality is available) options over a call-in option.
 4. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by



the Agency. Specimens will be shipped to the laboratory with the Davidson County Patient Care Center as scheduled.

5. **Specimen Collections:** The Provider shall conduct same-sex, directly observed urine collections and will also provide oral fluid and hair collection options. The Provider shall:
 - a. Maintain and operate a Patient Care Center (PCC) for specimen collections.
 - b. Operate the Nashville PCC during posted collection hours on weekday and weekend/holiday testing days per the random selection process. The PCCs will be closed if random testing is not scheduled.
 - c. Staff the PCCs with personnel that are vetted via a criminal background check and drug test, trained on how to collect various specimens, and provide instruction regarding the confidentiality of alcohol and drug testing information;
 - d. Provide an incident report if a patient attempts to use a device, adulterate a sample, or substitute a sample;
 - e. Conduct brief orientation sessions when each new patient reports for an initial test and on an as-needed basis. The orientation sessions will provide patients with the necessary information regarding the alcohol and drug testing process. For select patients, the orientation may include the explanation and execution of an Agency-approved Alcohol & Drug Testing agreement and the explanation and distribution of a list of acceptable over-the-counter medications for common symptoms;
 - f. If applicable, collect patient payments prior to specimen collection. Participants may pay with cash, money orders, cashier's checks, debit cards, or credit cards. Debit card and credit card payments are subject to a transaction fee. Personal checks will not be accepted.

6. **Laboratory Testing:** The Provider shall:
 - a. Operate a laboratory that is certified by the Agency of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
 - b. Conduct a laboratory immunoassay screen on all samples
 - c. All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen;
 - d. Report negative test results for urine and oral fluid on the next business day and non-negatives within 3 business days. Test results for hair specimens shall be reported within five business days;
 - e. Conduct confirmation via GC/MS or LC-MS/MS as requested by the Agency;
 - f. Retain negative specimens for five (5) business days;
 - g. Store positive immunoassay samples in a secure, frozen store for thirty (30) days and positive confirmed specimens by GC/MS or LC-MS/MS for 365 days;
 - h. Test assays at the cut-off levels listed in Table 1 below
 - i. Conduct specimen validity testing via creatinine testing on all laboratory samples.



TABLE 1 - SPECIMEN ASSAY CUTOFFS

Name	Type	Screen Cut-off	Confirmation Cut-off
Creatinine	Urine	20 mg/dL	N/A
Amphetamines	Urine	1000 ng/mL or 500 ng/mL	250 ng/mL
MDA	Urine		250 ng/mL
MDEA	Urine		250 ng/mL
MDMA	Urine		250 ng/mL
Amphetamine	Urine		250 ng/mL
Methamphetamine	Urine		250 ng/mL
Phentermine	Urine		250 ng/mL
Cannabinoids	Urine	20 ng/mL or 50 ng/mL	N/A
Delta-9 Carboxy-THC	Urine		10 ng/mL
Cocaine	Urine	300 ng/mL or 150 ng/mL	N/A
Benzoylcegonine	Urine		50 ng/mL
Opiates	Urine	300 ng/mL or 2000 ng/mL	N/A
Codeine	Urine		50 ng/mL
Hydrocodone	Urine		50 ng/mL
Hydroxycodone	Urine		50 ng/mL
Morphine	Urine		50 ng/mL
Oxycodone	Urine		50 ng/mL
Oxycodone	Urine		50 ng/mL
Heroin metabolite (6-MAM)	Urine	10 ng/mL	5 ng/mL
PCP	Urine	25 ng/mL	12.5 ng/mL
Barbiturates	Urine	200 ng/mL	N/A
Butabarbital	Urine		50 ng/mL
Pentobarbital	Urine		50 ng/mL
Butalbital	Urine		50 ng/mL
Phenobarbital	Urine		50 ng/mL
Secobarbital	Urine		50 ng/mL
Benzodiazepines	Urine	200 ng/mL	N/A
Alprazolam	Urine		50 ng/mL
Diazepam	Urine		50 ng/mL
Hydroxyalprazolam	Urine		50 ng/mL
Lorazepam	Urine		50 ng/mL
Nordiazepam	Urine		50 ng/mL
Oxazepam	Urine		50 ng/mL
7-Aminoclonazepam	Urine		50 ng/mL
Temazepam	Urine	50 ng/mL	
Buprenorphine	Urine	5 ng/mL	5 ng/mL
Norbuprenorphine	Urine		5 ng/mL

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Cotinine	Urine	500 ng/mL	N/A
Dextromethorphan	Urine	N/A	10 ng/mL
Ecstasy	Urine	500 ng/mL	250 ng/mL
EtG	Urine	500 ng/mL or	300 ng/mL
<i>EtS</i>	Urine	300 ng/mL	100 ng/mL
Fentanyl	Urine	2 ng/mL	1 ng/mL
<i>Norfentanyl</i>	Urine		1 ng/mL
<i>Acetyl Fentanyl</i>	Urine		1 ng/mL
<i>beta-Hydroxy Fentanyl</i>	Urine		1 ng/mL
<i>Carfentanil</i>	Urine		1 ng/mL
<i>Methoxyacetyl Fentanyl</i>	Urine		1 ng/mL
<i>Ortho-methyl Fentanyl</i>	Urine		1 ng/mL
<i>Thienyl Fentanyl</i>	Urine		1 ng/mL
Gabapentin	Urine	1500 ng/mL	100 ng/mL
Ketamine	Urine	100 ng/mL	50 ng/mL
Kratom	Urine	50 ng/mL	N/A
<i>Mitragynine</i>	Urine		5 ng/mL
<i>7-OH-Mitragynine</i>	Urine		5 ng/mL
LSD	Urine	0.5 ng/mL	N/A
Meperidine	Urine	200 ng/mL	N/A
<i>Meperidine</i>	Urine		50 ng/mL
<i>Normeperidine</i>	Urine		50 ng/mL
Methamphetamine	Urine	500 ng/mL	250 ng/mL
Methadone	Urine	300 ng/mL	25 ng/mL
<i>EDDP</i>	Urine		25 ng/mL
Methaqualone	Urine	300 ng/mL	N/A
Methylphenidate	Urine	N/A	5 ng/mL
<i>Ritalinic Acid</i>	Urine		25 ng/mL
Naloxone	Urine	N/A	50 ng/mL
Naltrexone	Urine	N/A	50 ng/mL
Pregabalin	Urine	N/A	25 ng/mL
Propoxyphene	Urine	300 ng/mL	12.5 ng/mL
SOMA	Urine	100 ng/mL	N/A
<i>Carisoprodol</i>	Urine		50 ng/mL
<i>Meprobamate</i>	Urine		50 ng/mL
Synthetic Stimulants & Cannabinoids	Urine	N/A	N/A
<i>4-chloro alpha-PVP</i>	Urine		10 ng/mL
<i>Dibutylone</i>	Urine		10 ng/mL
<i>Ethylone</i>	Urine		10 ng/mL
<i>Mephedrone</i>	Urine		10 ng/mL
<i>N-ethylpentylone</i>	Urine		10 ng/mL



<i>Butylor.e</i>	Urine		10 ng/mL
<i>Alpha-pyrrilidinohexanophenone (a-PPH)</i>	Urine		10 ng/mL
<i>BMDP</i>	Urine		10 ng/mL
<i>5F-MDMB-PICA metabolite 7</i>	Urine		10 ng/mL
<i>5F-ADB metabolite 7</i>	Urine		10 ng/mL
<i>JWH-018 5-Pentanoic acid metabolite</i>	Urine		10 ng/mL
<i>5-fluoro AMB metabolite 3</i>	Urine		10 ng/mL
<i>MDMB-FUBINACA metabolite M1</i>	Urine		10 ng/mL
<i>AB-FUBINACA metabolite 3</i>	Urine		10 ng/mL
<i>JWH-250-4-hydroxypentyl metabolite</i>	Urine		10 ng/mL
<i>MDMB-PENINACA butanoic acid metabolite</i>	Urine	N/A	10 ng/mL
Tricyclic Antidepressants (TCA)	Urine	300 ng/mL	N/A
Tramadol	Urine	200 ng/mL	50 ng/mL
<i>O-Desmethyltramadol</i>	Urine		25 ng/mL
Zolpidem	Urine	20 ng/mL	25 ng/mL
<i>Zolpidem PCA</i>	Urine		25 ng/mL
Xylazine	Urine	10 ng/mL	5 ng/mL
Amphetamines	Hair		
<i>Amphetamine, Methamphetamine, MDA, MDMA, MDEA,</i>	Hair		200 pg/mg
<i>Phentermine</i>	Hair		200 pg/mg
Cocaine	Hair		100 pg/mg
<i>Benzoyecgonine</i>	Hair		50 pg/mg
Opiates	Hair		
<i>Codeine, Morphine, Oxycodone,</i>	Hair	N/A	100 pg/mg
<i>Oxymorphone, Hydrocodone, Hydromorphone</i>			
<i>6MAM</i>	Hair		20 pg/mg
PCP	Hair		50 pg/mg
Benzodiazepines	Hair		50 pg/mg
<i>Alprazolam, Clonazepam, Diazepam, Lorazepam,</i>	Hair		50 pg/mg
<i>Nordiazepam, Oxazepam, Temazepam</i>			
THC	Hair		10 pg/mg
Amphetamines	Oral Fluid		
<i>Amphetamine</i>	Oral Fluid		10 ng/mL
<i>Methamphetamine</i>	Oral Fluid		10 ng/mL
<i>MDA</i>	Oral Fluid	12.5 ng/mL	10 ng/mL
<i>MDEA</i>	Oral Fluid		10 ng/mL
<i>MDMA</i>	Oral Fluid		10 ng/mL
<i>Phentermine</i>	Oral Fluid		10 ng/mL
Barbiturates	Oral Fluid	12.5 ng/mL	N/A
Benzodiazepines	Oral Fluid		
<i>Alprazolam</i>	Oral Fluid	5 ng/mL	10 ng/mL



<i>Diazepam</i>	Oral Fluid		10 ng/mL
<i>Nordiazepam</i>	Oral Fluid		10 ng/mL
<i>Lorazepam</i>	Oral Fluid		10 ng/mL
<i>Oxazepam</i>	Oral Fluid		10 ng/mL
<i>Temazepam</i>	Oral Fluid		10 ng/mL
<i>Clonazepam</i>	Oral Fluid		10 ng/mL
Buprenorphine	Oral Fluid	1.25 ng/mL	2 ng/mL
<i>Norbuprenorphine</i>	Oral Fluid		2 ng/mL
Cocaine	Oral Fluid	5 ng/mL	5 ng/mL
<i>Benzoylcegonine</i>	Oral Fluid		5 ng/mL
THC	Oral Fluid	2 ng/mL	2 ng/mL
Ethanol	Oral Fluid	0.04 g/dL	0.01 g/dL
Fentanyl	Oral Fluid	2 ng/mL	2 ng/mL
<i>Norfentanyl</i>	Oral Fluid		2 ng/mL
Gabapentin	Oral Fluid	N/A	5 ng/mL
Ketamine	Oral Fluid	N/A	5 ng/mL
Meperidine	Oral Fluid	N/A	5 ng/mL
<i>Normeperidine</i>	Oral Fluid		5 ng/mL
Opiates	Oral Fluid	10 ng/mL	
<i>6-MAM</i>	Oral Fluid		1 ng/mL
<i>Codeine</i>	Oral Fluid		10 ng/mL
<i>Morphine</i>	Oral Fluid		10 ng/mL
<i>Hydrocodone</i>	Oral Fluid		10 ng/mL
<i>Hydromorphone</i>	Oral Fluid		10 ng/mL
<i>Oxycodone</i>	Oral Fluid		10 ng/mL
<i>Oxymorphone</i>	Oral Fluid		10 ng/mL
Methadone	Oral Fluid	12.5 ng/mL	5 ng/mL
<i>EDDP</i>	Oral Fluid		5 ng/mL
PCP	Oral Fluid	2.5 ng/mL	5 ng/mL
Pregabalin	Oral Fluid	N/A	5 ng/mL
Tapentadol	Oral Fluid	N/A	5 ng/mL
Tramadol	Oral Fluid	12.5 ng/mL	10 ng/mL
<i>pg/mg = picogram per milligram of hair</i>			
<i>ng/mL = nanogram per milliliter of urine or oral fluid</i>			

*Science and technology are ever-changing. Therefore, drugs tested, cutoff levels, and assays listed above are subject to change. We will add additional drugs to our test menu when available to ensure you have the most expansive testing possible. In addition, as there is scientific reason to modify a drug panel or change a cutoff, we will do so without modification to the current contract. The lab report will always reflect the cutoff used during the testing process.

- 7. Electronic Chain of Custody:** The IMS shall generate a legally defensible electronic chain of custody that fully integrates client demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.

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8. **Results Reporting:** The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
 - a. Report negative test results for urine and oral fluid on the next business day and non-negatives within 3 business days. Test results for hair specimens shall be reported within five business days;
 - b. Segment results and test data by supervising case manager;
 - c. Conduct data analysis on specimen results to discern new use from residual use;
 - d. Assist with results interpretation; and
 - e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.

9. **Information Reporting:** The IMS shall provide the Agency with program analytics that aid the Agency in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
 - a. Detailed and summary results;
 - b. Individual test reports;
 - c. Client test history;
 - d. An overview of all testing activities; and
 - e. Detailed views of the historic and future testing calendars, among others.

10. **Primary Contact:** Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider.

11. **Expert Testimony:** Provider shall provide legal affidavits and/or expert testimony upon request. The Agency will work with Provider to provide as much advance notice as possible, preferably at least 2 weeks, for expert testimony needs.

12. **Newsletter:** Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.

13. **Training & Orientation Sessions:** Provider will conduct training and orientation sessions for judges, attorneys, and Agency staff with respect to alcohol and drug testing process. Provider will work with the Agency to mutually schedule the training and orientation sessions.

14. **Monthly Account Summary:** Provider will track testing fees and client co-pays to provide a monthly account summary and invoice within the following month.



ATTACHMENT B – SERVICE FEES

Service	Price per Unit of Service
Standard Panel comprised of any 5 standard assays and 1 specialty assay (options listed below)	\$18.04 / panel *
Standard Urine Drug Immunoassay Add-on <i>Amphetamines, Barbiturates, Benzodiazepines, THC, Cocaine, Ecstasy, Methadone, Methamphetamine, Methaqualone, Opiates, Oxycodone, PCP, and Propoxyphene</i>	\$ 0.50 / test
Specialty Urine Drug Immunoassay Add-on <i>Buprenorphine, Carisoprodol, Cotinine, ETG, Fentanyl, Heroin, Ketamine, Mitragynine, LSD, Meperidine, TCA, Tramadol, or Zolpidem</i>	\$2.50 / test
Unable to Provide, Refusal, and Rejected Samples	Standard Panel Price
Urine Xylazine Immunoassay Add-on	\$9.00 / test
Urine Gabapentin Immunoassay Add-on	\$5.00 / test
Naloxone or Naltrexone Urine LC-MS/MS Analysis	\$25.00 / test
Synthetic Cannabinoids & Stimulants Urine LC-MS/MS Analysis	\$35.00 / test
Standard Oral Fluid Panel <i>Benzodiazepines, Cocaine, Methamphetamines, Opiates, and THC</i>	\$19.50 / panel *
Oral Fluid Immunoassay Add-ons <i>Amphetamines, PCP, Barbiturates, Benzodiazepines, Cocaine, Methamphetamines, Opiates, Cannabinoids, Ethanol, Buprenorphine, Fentanyl, Methadone, Oxycodone, and Tramadol</i>	\$2.50 / panel
Specialty Oral Fluid LC-MS/MS Laboratory Add-ons <i>Gabapentin, Ketamine, Meperidine, Pregabalin, and Tapentadol</i>	\$15.00 / drug
Hair Test <i>Amphetamines, Benzodiazepines, Cannabinoids, Cocaine, and Opiates</i>	\$85.00 / panel
Confirmation Urine & Oral Fluid LC-MS/MS Testing	\$15.00 / assay
In-person Expert Witness Testimony	\$1,500 / event
Litigation Packet	\$150.00 / packet
Additional Invoice Customization	\$15.00 / invoice
Case Management System	Included, No Charge
Random Selection	Included, No Charge
Client Notification System	Included, No Charge
Video Testimony	Included, No Charge
Training & Consultation Sessions	Included, No Charge
Participation in Court Staffing Sessions	Included, No Charge

* Pricing is based on an estimated volume of 20 samples per month. If volume is less, pricing may increase. The above pricing applies to the initial year of service. Each subsequent year of service will see a price increase of 3%.

TRM TENNESSEE

RECOVERY & MONITORING

Memorandum of Understanding (MOU) Effective July 1, 2025

It is hereby understood by and between Cheatham County Recovery Court/Brandy Harter, "the Agency", and Tennessee Recovery & Monitoring (TRM), "the Provider", that the criteria and procedures listed below shall be followed at all times while conducting business as a contractor of TRM.

Installation & Monitoring Procedures - per Tennessee Public Chapter 1097

- All installers of the Agency **MUST** be 21 years of age or older.
- Complete Level 1 training.
- Pharmchem Drug Patch training.
- All formal TRM policies/procedures training.
- FBI fingerprint-based background check.
 - **PRIOR to installing monitors, all installers of the Agency must complete the above mentioned training. All training certificates and background checks must be turned into TRM Home Office before any monitors can be installed.** Each year thereafter, each installer must complete 20 hours of Continued Education hours and submit all training hours to TRM for file.
- The Agency shall submit a list of all installers to TRM home office and notify immediately when an installer is added or removed from that list.
- The Agency shall install and remove all monitoring devices.
 - Program Enrollment Letters (Activations) - The Agency will remit these documents to the Corrections Officer at time of installation.
 - **A copy of each Court order, booking sheet, contract and victim sheet (if applicable) must be turned into the TRM Home Office within 24 hrs of installation.**
 - Exit Surveys (Deactivations) - Remit to the Home Office the following business day.
- The Agency will be responsible for the following:
 - The Agency will contact TRM at 855-472-7269 to activate all SCRAM CAM, GPS and Victim Ally App.
 - Must provide client name, county, device number, and as much client demographics as possible.
 - **Only** TRM staff can activate GPS devices moving forward.
 - GPS devices can **only** be installed under TRM **if** there is an active contract with the county.
 - If there is a victim involved, the Agency or TRM must make contact with the victim to ensure they have the victim consent form and ALLY app instructions.
 - In Monitoring Software: SCRAM CAM only.
 - Activations using direct connect
 - Deactivations using direct connect
 - Email all contracts and paperwork to the Home Office within 24 hours.
 - Notify the Home Office immediately if the Client is removed from the monitor.

- Drug Patch Installation
 - Agency will install initial patch and scan in contract and chain of custody to TRM home office within 24 hours of installation.
 - Agency will notify of patch swaps by scanning in updated chain of custody removal and new form to TRM home office
 - Agency will send notification when client is ordered off the drug patch.
- With Client:
 - Installing Device
 - Use TRM contract ***ONLY***
 - Contract completely filled out
 - Removing Device
 - Maintenance/RMA Replacement
 - Collecting Money Owed
- With Court:
 - Requesting all violations or status reports through TRM @ amc@tncam.com.
 - The Provider shall report all violations to the court in a timely manner. The Agency will be copied in on all violations and reports sent on behalf of their client.
 - The Agency will conduct themselves in a moral and ethical manner while contracting with TRM.
- **Notification alerts for GPS clients will be sent to the Agency via email (and/or text). It is the responsibility of the Agency to provide accurate information as to where the notifications are to be sent.**

Email: _____ Phone: _____ Initial: _____

- It is the responsibility of the Provider to report any zone alerts to the court or appropriate monitoring authority, as well as submit a violation request to notify the court or monitoring authority in writing.
- SCRAM Systems: DAP's reports (Daily Action Plans) will be generated and transferred to the Agency when action is needed.
 - *It is the responsibility of the Agency to keep offenders in the 7 day compliance window.* If any offender reaches 8+ days, the Agency will be in violation of its agreement and could potentially lose its privilege to offer Electronic Monitoring Services.
 - If equipment generates a replacement alert, the monitor must be replaced within 72 hrs of the generated alert.

Equipment

- The Provider shall replace all defective or recalled devices (marked with RMA numbers) upon the return of RMA equipment being held by the Agency.
- The Provider shall supply all necessary consumables and accessories.
- The Agency will send inventory audits as requested to verify and maintain proper inventory levels.
- In the event that an offender cuts off or destroys the monitoring device, the Provider will assume the liability for 3 lost devices per year and press charges against the client in contract with TRM, as long as notification is given within 5 days of the occurrence of the event. **After 3 absconded devices, the Agency will be charged \$500.00 per device for any lost devices for the remainder of the year based on Signed MOU date.**
- In the event that any monitoring devices are lost, stolen or damaged while in inventory, the Agency will be liable and must pay the replacement cost as follows: **CAM-\$1500, GPS-\$1000, Remote Breath-\$1300.**
- No shelf fees will be assessed.
- Please see attached beginning form.

RESOLUTION: 19

RESOLUTION TITLE: To Approve Mayor's Signature On Memorandum Of Understanding Between Cheatham County Sheriff's Department And Heritage Health Solutions, Inc.

DATE: December 15, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

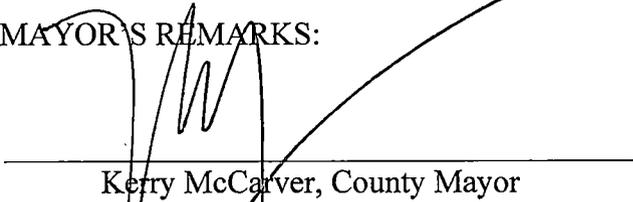
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Memorandum of Understanding between Cheatham County Sheriff's department and Heritage Health Solutions, Inc. is approved.

A copy of the MOU is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



AMENDMENT NO. 1

This Amendment No. 1 (this "Amendment") to the Memorandum of Understanding dated December 17, 2024 (the "MOU"), between Heritage Health Solutions, Inc. ("Heritage") and Cheatham County Sheriff's Office ("County"), is entered into by and between the parties effective _____ (the "Effective Date").

WHEREAS, the initial term of the MOU was for one (1) year subject to extension by written mutual agreement of both parties; and,

WHEREAS, the parties have agreed to extend the term of the MOU as set forth herein; and

WHEREAS, the parties now desire to update the MOU;

NOW, THEREFORE, in consideration of the foregoing premises and the valuable consideration received, and pursuant to Section 4 – Terms of Understanding, the parties hereby agree to extend the term of this MOU for an additional one-(1) year term and the agreement shall thereafter automatically renewal for two (2) additional terms of one (1) year each unless either party gives notice of nonrenewal at least thirty (30) days prior to the end of the then current term. The total term of the MOU shall not exceed four (4) years.

Except as set forth in this Amendment, the MOU remains unmodified and shall continue in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the MOU, the terms of this Amendment shall prevail.

In witness whereof, the parties have caused this Amendment to be executed by their respective duly authorized representatives as of the Effective Date.

HERITAGE HEALTH SOLUTIONS, INC.

CHEATHAM COUNTY SHERIFF'S OFFICE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION: 20(A)
RESOLUTION TITLE: To Confirm Mayor's Reappointments To The Water Wastewater Board
DATE: December 15, 2025
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Mr. Eugene O. Evans, Sr.

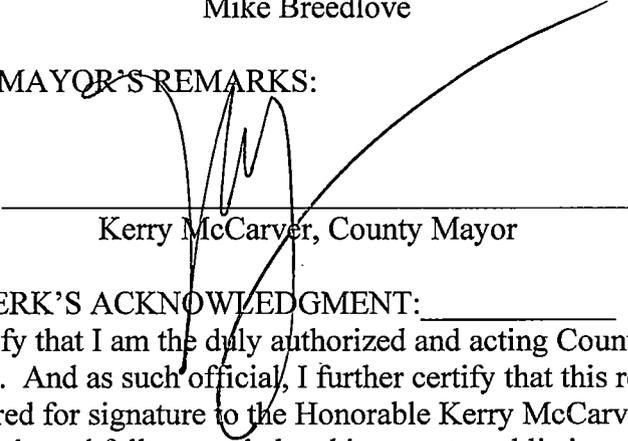
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to confirm Mayor's reappointments of Ed Greer and Jim Dillingham to the Water Wastewater Board for a term beginning 1/1/2026 and ending 12/31/2029.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.

m a. Short
Abby Short, County Clerk



RESOLUTION: 20(C)
RESOLUTION TITLE: To Confirm Mayor's Reappointments To The 911 Board
DATE: December 15, 2025
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Mr. Eugene O. Evans, Sr.

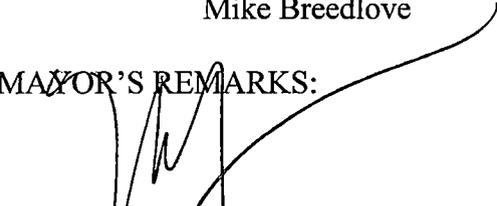
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to confirm Mayor's reappointments of Mike Russell, Adam Wright, Tiffany Holder and Allen Nicholson to the 911 Board for a term beginning 1/1/2026 and ending 12/31/2029.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

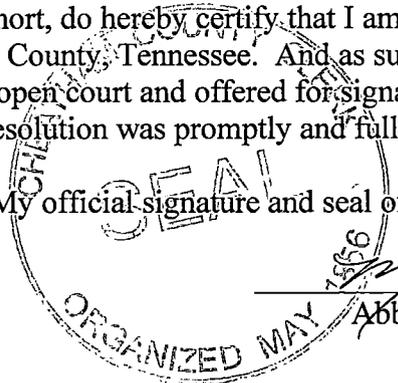


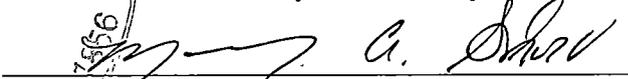
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 19th day of December 2025.





Abby Short, County Clerk

RESOLUTION: 20(D)
RESOLUTION TITLE: To Confirm Mayor's Appointment To The County Audit Committee
DATE: December 15, 2025
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Mr. Eugene O. Evans, Sr.

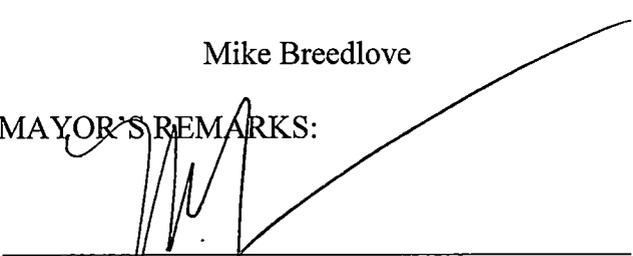
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to confirm Mayor's appointment of Donnie Jordan to the County Audit Committee.

RECORD: Approved by voice vote

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

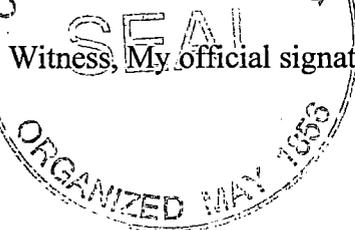
CHEATHAM COUNTY MAYOR'S REMARKS:

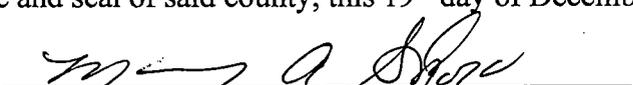

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 19th day of December 2025.




Abby Short, County Clerk

RESOLUTION: 20(B)
RESOLUTION TITLE: To Confirm Mayor's Reappointment To The Planning Commission Board
DATE: December 15, 2025
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Mr. Eugene O. Evans, Sr.

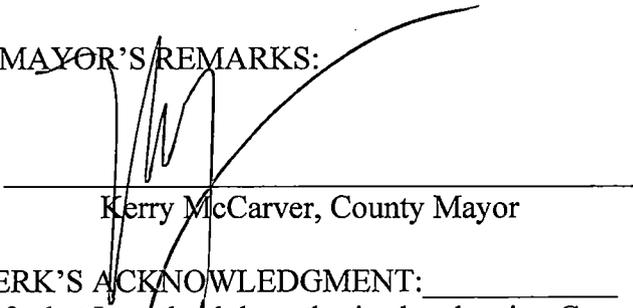
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to confirm Mayor's reappointment of Brian McCain to the Planning Commission Board for a term beginning 1/1/2026 and ending 12/31/2029.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 21

RESOLUTION TITLE: Resolution Of The County Commission Of Cheatham County, Tennessee Approving The Issuance Of Bonds By The Health And Educational Facilities Board Of The Metropolitan Government Of Nashville And Davidson County, Tennessee, Proceeds Of Which In The Amount Of \$650,000,000 Will Be Loaned To Vanderbilt University Medical Center And Its Affiliates In Part To Finance Improvements To VUMC's Facilities Located In Cheatham County, Tennessee

DATE: December 15, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Health and Educational Facilities Board of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Nashville Board") has been requested, pursuant to Part 3 of Chapter 101 of Title 48 of Tennessee Code Annotated, as amended (the "Act"), to issue its not to exceed \$650,000,000 revenue bonds or other obligations (collectively, the "Bonds"), the proceeds of which will be loaned to Vanderbilt University Medical Center or an affiliate thereof ("VUMC") and used for various purposes, including but not limited to, approximately \$2,000,000 for the financing, refinancing or reimbursing the acquisition, constructing and equipping of property and improvements located at 166 Centre Street, Pleasant View, Tennessee 37146 (collectively, the "Cheatham County Project"); and

WHEREAS, Section 48-101-308(a)(5) of the Tennessee Code Annotated, as amended, provides that the Nashville Board may not undertake the financing of a project located outside of The Metropolitan Government of Nashville and Davidson County, Tennessee except after the approval of such financing by appropriate resolution duly adopted by an entity designated in said Section 48-101-308(a)(5); and

WHEREAS, the County Commission of Cheatham County, Tennessee (the "Governing Body") is the appropriate governing body, as designated by the Act, to adopt such resolution, with respect to facilities in Cheatham County, Tennessee and the Cheatham County Project referred to above is located in Cheatham County, Tennessee; and

WHEREAS, VUMC has requested the Governing Body to approve the issuance of the Bonds to comply with Section 48-101-308(a)(5) of the Act.

NOW, THEREFORE, BE IT RESOLVED that:

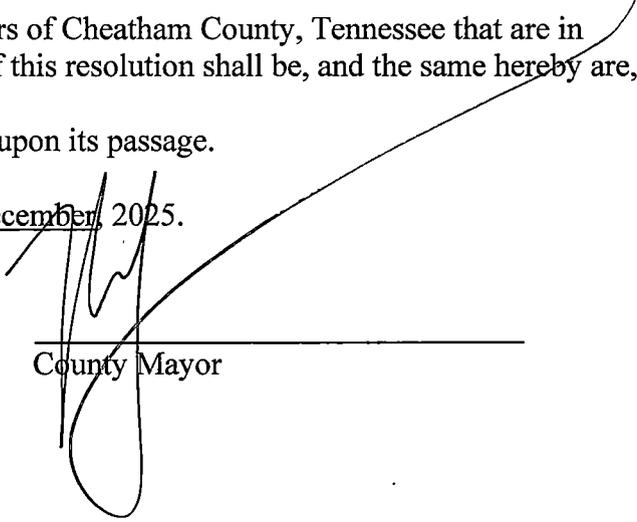
1. The Governing Body hereby approves the issuance of the Bonds in the amount not to exceed \$650,000,000 by the Nashville Board, of which approximately \$2,000,000 will be used to finance the Cheatham County Project. This approval is given pursuant to Section 48-101-308(a)(5) of the Act.

2. This approval shall not in any manner obligate Cheatham County, Tennessee for the payment of any Bonds, and the issuance of the Bonds shall in no event affect the ability of Cheatham County, Tennessee to issue bonds or other obligations or affect in any manner the tax-exempt status thereof.

3. All acts and doings of the officers of Cheatham County, Tennessee that are in conformity with the purposes and intent of this resolution shall be, and the same hereby are, in all respects approved and confirmed.

4. This resolution shall take effect upon its passage.

Adopted and approved this 15th day of December, 2025.



County Mayor

ATTEST:



County Clerk

CERTIFICATE

I, Abby Short, County Clerk of Cheatham County, Tennessee and keeper of the official minutes of the County Commission of Cheatham County, Tennessee (the "Commission"), do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Commission at a meeting duly called and held on December 15, 2025, and that such resolution remains in full force and effect on the date hereof.

This 15th day of December, 2025.



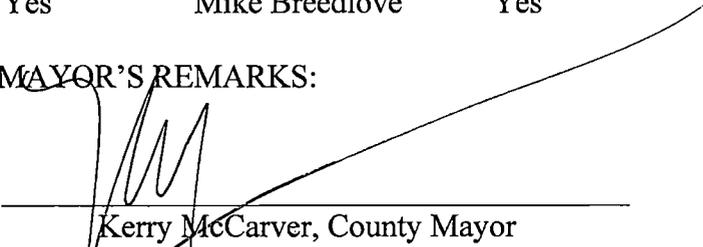


County Clerk

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

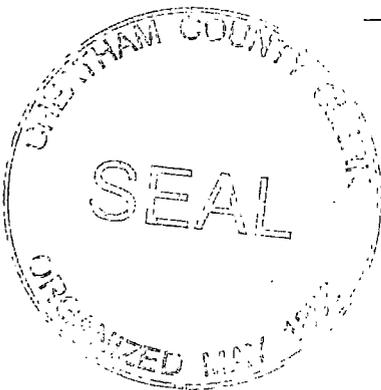
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 22

RESOLUTION TITLE: Resolution Approving And Authorizing Execution Of A Deed Conveying Cheatham County's Interest In Water Plant Road

DATE: December 15, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Cheatham County Commission removed Water Plant Road from the County Road List by Resolution No. 14 adopted on December 21, 2020; and,

WHEREAS, the aforementioned Resolution stated that said Resolution "will be authorized upon the execution of the deed at the landowner's responsibility"; and,

WHEREAS, the landowner and the County now desire to execute the aforementioned deed conveying all interests in the same to the landowner.

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Session Court Room of Cheatham County Tennessee as follows:

Section 1. The Quit Claim Deed attached hereto as Exhibit A regarding the Water Plant Road property is hereby approved and the County Mayor is authorized to execute such deed.

EXHIBIT A

Form of Quit Claim Deed

**This instrument prepared by
and after recording return to:**

Thompson Burton PLLC
1801 West End Avenue, Suite 1550
Nashville, Tennessee 37220
Attn: Walt Burton, Esq.

QUIT CLAIM DEED

<u>Address New Owner(s) as follows:</u>	<u>Send Tax Bills To:</u>	<u>Tax Parcel</u>
Sycamore Farms Trust Christopher Johnston, Trustee 1005 Foxwood Road Nashville, TN 37215	Same	036 018.01 036 018.02 036 018.04

FOR AND IN CONSIDERATION of the sum of the terms hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHEATHAM COUNTY, TENNESSEE (hereinafter referred to as "Grantor"), herein this day and does by these presents forever **QUITCLAIM** to CHRISTOPHER JOHNSTON, as Trustee of the SYCAMORE FARMS TRUST u/a dated February 13, 2020, (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits) all the right, title, interest, claim or demand which Grantor has or may have had in and to the real property described on **Exhibit "A"** attached hereto and made a part hereof by this reference together with all easements, appurtenances, improvements, and fixtures (the "Property").

The Property is being conveyed subject to all matters of record, including without limitation anything shown on any recorded plat; unpaid taxes for 2025 and subsequent years; unpaid assessments; restrictive covenants, easements or set-back lines that may be applicable; zoning restrictions; prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose.

This deed is intended to convey any residual interest of Grantor in the right-of-way of Water Plant Road, said Road being removed from the County Road List by Resolution No. 14 of the Cheatham County Commission on December 21, 2020.

[Signatures Commence on Following Page]

STATE OF TENNESSEE
COUNTY OF _____

AFFIDAVIT OF VALUE

The undersigned hereby swears or affirms that, to the best of my knowledge, information and belief, the actual consideration for this transfer is \$0.00.

Subscribed and sworn to before me this _____ day of _____, 202__.

Affiant

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

Land situated in the 3rd Civil District of Cheatham County, Tennessee, and being described as follows, to-wit:

TRACT 1

BEGINNING at a point in the northerly margin of Water Plant Road at said road' s juncture with the corner of the Old Pleasant View Utility District' s property, thence South 42 degrees 6 minutes 36 seconds East 22.49 feet to a point in the easterly margin of Water Plan Road, thence North 9 degrees 35 minutes 54 seconds East 176.13 feet to a point, thence north 73 degrees 8 minutes 44 seconds East 54.69 feet to a point in the center of Sycamore Creek continuing with the center of Sycamore Creek for the following 5 calls: North 18 degrees 00 minutes 40 seconds West 396.65 feet, thence North 7 degrees 10 minutes 52 seconds West 656.60 feet, thence North 30 degrees 00 minutes 16 seconds East 313.61 feet, thence North 20 degrees 47 minutes 31 seconds East 86.94 feet, thence North 29 degrees 57 minutes 49 seconds East 262.08 feet to a point in the center of Sycamore Creek, thence in the center of Sycamore Creek, thence leaving Sycamore Creek on a line North 60 degrees 17 minutes 48 seconds West 342.25 feet to a point, thence South 37 degrees 27 minutes 12 seconds West 464.00 feet to a point, thence South 10 degrees 44 minutes 48 seconds East 1,460.00 feet being the intersection of this property with the old Pleasant View Utility District' s property, thence North 75 degrees 14 minutes 22 seconds East 58.33 feet to a point, thence South 13 degrees 49 minutes 36 seconds East 168.00 feet to the point of beginning containing 10.022 acres, more or less by survey of Tommy E. Walker, RLS # 1465, dated April 12, 2004.

Tax Parcel Id: 036 018.04

TRACT 2

BEGINNING at an iron pin on the easterly margin of State Highway 49, said point of beginning being the southwest corner of a 28-acre tract sold to Robert P. Keenan and wife, of record in Deed Book 150, Page 96, Register's Office of Cheatham County, Tennessee, and also being in the centerline of an old road leading from State Highway 49 to Sycamore Dam; thence with the easterly margin of the aforesaid Highway 49 South 35 degrees 54 minutes 58 seconds East 641.17 feet to an iron pin; thence continuing with the margin of said Highway 49 North 54 degrees 05 minutes 02 seconds East 50.00 feet to an iron pin; thence continuing with the margin of said Highway South 35 degrees 54 minutes 58 seconds East 167.13 feet to an iron pin in the center of the new road leading to Sycamore Dam; thence with the centerline of said new road to Sycamore Dam the following seventeen calls: North 16 degrees 37 minutes 41 seconds East 48.84 feet to a P.K. nail; thence North 40 degrees 09 minutes 21 seconds East 50.00 feet to a P.K. nail; thence North 49 degrees 50 minutes 04 seconds East 227.71 feet to a p.k. nail; thence North 26 degrees 39 minutes 34 seconds East 90.81 feet to a p.k. nail; thence North 20 degrees 05 minutes 28 seconds East 74.65 feet to a p.k. nail; thence North 23 degrees 50 minutes 08 seconds East 267.48 feet to a p.k. nail; thence North 28 degrees 40 minutes 07 seconds East 115.46 feet to a p.k. nail; thence North 34 degrees 37 minutes 48 seconds East 141.27 feet to a p.k. nail; thence North 06 degrees 11 minutes 58 seconds East 186.42 feet to a p.k. nail; thence North 05 degrees 23 minutes 40 seconds West 902.34 feet to a p.k. nail; thence North 02 degrees 45 minutes 25 seconds East 76.70 feet to a p.k. nail; thence North 35 degrees 14 minutes 51 seconds East 60.73 feet to a p.k. nail; thence North 45 degrees 29 minutes 17 seconds East 68.80 feet to a p.k. nail; thence North 31 degrees 35 minutes 24 seconds East 54.08 feet to a p.k. nail; thence North 03 degrees 37 minutes 26 seconds East 55.09 feet to a p.k. nail; thence north 10

degrees 32 minutes 16 seconds West 65.90 feet to a p.k. nail; thence North 06 degrees 04 minutes 31 seconds West 143.99 feet to an iron pin; thence leaving the centerline of said road and with the line of the Pleasant Valley Utility District land of record in Deed Book 116, Page 31, in the office of the Register of Cheatham County, Tennessee; thence with the line of said Utility District property the following six calls: North 42 degrees 06 minutes 36 seconds West 21.82 feet to an iron pin set at a fence corner; thence South 74 degrees 01 minute 58 seconds West 59.00 feet to an iron pin set at a fence corner; thence with fence North 14 degrees 00 minutes 02 seconds West 200.52 feet to an iron pin set at a fence corner; thence with fence North 75 degrees 14 minutes 22 seconds East 59.58 feet to an iron pin set at a fence corner; thence with fence South 13 degrees 49 minutes 36 seconds East 168.00 feet to an iron pin; thence leaving fence South 42 degrees 06 minutes 36 seconds East 22.47 feet to an iron pin in the center of the aforesaid new road leading to Sycamore Dam; thence leaving the utility District Property and with the centerline of said new road the following two calls: North 07 degrees 35 minutes 23 seconds East 162.56 feet to an iron pin; thence North 73 degrees 08 minutes 44 seconds East 54.69 feet to an X dugout in the concrete of a low water bridge; thence with the centerline of Sycamore Creek and the line of the Cheatham Recreational Association Property of record in Deed Book 130, Page 304, in the office of the Register of Deeds of Cheatham County, Tennessee, the following seven calls:

North 12 degrees 29 minutes 22 seconds West 392.85 feet to a point; North 07 degrees 50 minutes 51 seconds West 668.38 feet to a point; thence North 26 degrees 51 minutes 21 seconds East 149.05 feet to a point; thence North 29 degrees 27 minutes 12 seconds East 616.51 feet to a point; thence North 36 degrees 01 minute 29 seconds East 548.30 feet to a point; thence North 40 degrees 57 minutes 41 seconds East 694.90 feet to a point; thence North 17 degrees 06 minutes 20 seconds West 151.17 feet to a point; thence leaving said Cheatham Recreational Association Property but continuing with the centerline of said Sycamore Creek the following five calls: North 48 degrees 04 minutes 06 seconds West 207.93 feet to a point; thence North 70 degrees 18 minutes 57 seconds West 270.67 feet to a point; thence North 72 degrees 53 minutes 12 seconds West 161.50 feet to a point; thence North 86 degrees 00 minutes 16 seconds West 343.72 feet to a point; thence South 83 degrees 24 minutes 18 seconds West 50.28 feet to a point; thence leaving the centerline of said Sycamore Creek North 02 degrees 16 minutes 54 seconds West 379.11 feet to a p.k. nail in the centerline of a county road; thence with the centerline of said county road the next two calls: South 62 degrees 18 minutes 06 seconds West 364.98 feet to a p.k. nail; thence South 56 degrees 35 minutes 56 seconds West 370.03 feet to a p.k. nail on the easterly margin of State Highway 49; thence with the margin of said Highway 49 (33 feet east of the centerline) South 24 degrees 17 minutes 48 seconds West 565.74 feet to an iron pin; thence continuing with the easterly margin of said Highway 49 and a curve to the left having a radius of 1399.23 feet and a long chord of 339.41 feet, said chord having a bearing of South 17 degrees 19 minutes 50 seconds West, a distance along the curve of 340.25 feet to an iron pin; thence continuing with the easterly margin of said Highway 49 South 10 degrees 20 minutes 45 seconds West 2104.67 feet to an iron pin in the line of the R.P. Keenan land of record in Deed Book 150 Page 96, Register's Office for Cheatham County, Tennessee; thence leaving the margin of said State Highway 49 and with Keenan's northerly line South 80 degrees 14 minutes 11 seconds East 322.00 feet to a point in the centerline of the aforesaid Sycamore Creek, thence continuing with Keenan and the centerline of said Sycamore Creek the next three calls: South 13 degrees 07 minutes 55 seconds East 830.10 feet to a point; thence South 5 degrees 32 minutes 28 seconds East 216.87 feet to a point; thence South 09 degrees 45 minutes 09 seconds East 928.71 feet to an iron pin in the center of an old bridge over Sycamore Creek; thence leaving the center of said Sycamore Creek and with the center of the aforesaid old road leading from Highway 49 to Sycamore Dam the following seven calls: South 82 degrees 43 minutes 19 seconds West 146.01 feet to an iron pin; thence South 88 degrees 43 minutes 26 seconds West 99.28 feet to an iron pin; thence South 22 degrees 43 minutes 36 seconds West 49.95 feet to a point; thence South 31 degrees 36 minutes 32 seconds West 50.66 feet to a point; thence South 42 degrees 41 minutes 53 seconds West 50.26 feet to a point; thence South 51 degrees 38 minutes 33

seconds West 56.87 feet to a point: thence South 61 degrees 00 minutes 59 seconds West 76.67 feet to the point of beginning and containing 142.17 acres, more or less.

INCLUDED IN THE ABOVE PROPERTY DESCRIPTION, BUT SPECIFICALLY EXCLUDED THEREFROM is that portion thereof described in the deed of record in Record Book 192, page 524, as corrected in Record Book 197, page 516, said Register's Office.

Tax Parcel Id: 036 018.01

TRACT 3

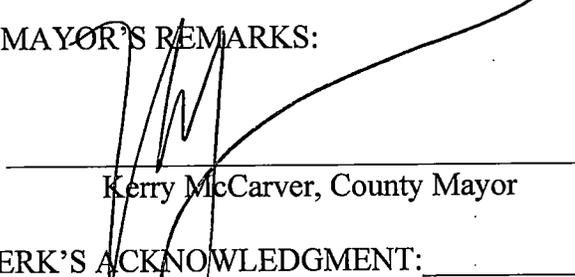
BEGINNING at a point at the Northwest corner of a dam across Sycamore Creek, thence with the westerly line of Sycamore Creek, South 32 deg. 30' East a distance of 44.3 feet; thence leaving said creek North 50 deg. 47' West a distance of 85 feet to a point on the westerly side of a farm road; thence, south 67 deg. 30' West a distance of 59 feet; thence North 22 deg. 30' West a distance of 200 feet to a stake; thence, North 67 deg. 30' East a distance of 59 feet to a point on the westerly side of a farm road; thence with the line of same south 22 deg. 30' East a distance of 168 feet; thence South 50 deg. 47' East a distance of 67.30 feet to the point of beginning.

Tax Parcel Id: 036 018.02

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

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

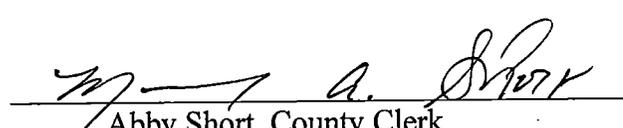
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.


Abby Short, County Clerk



RESOLUTION: 23

RESOLUTION TITLE: To Approve Purchase Of Chairs And Conference Tables For The New Courtrooms

DATE: December 15, 2025

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Walter Weakley

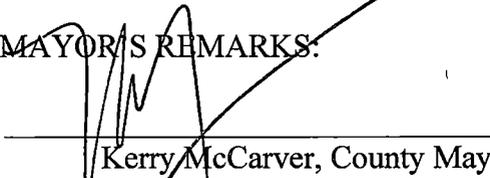
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the purchase of chairs and conference tables for the new courtrooms not to exceed \$5,696.90.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

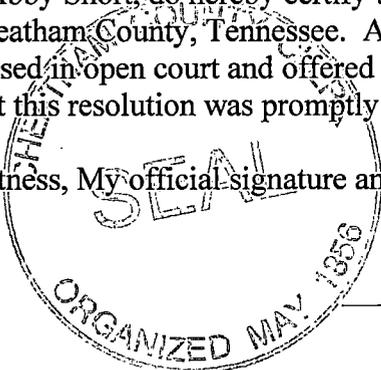


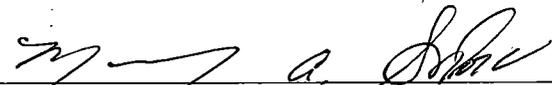
 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 19th day of December 2025.





 Abby Short, County Clerk

RESOLUTION: 24
RESOLUTION TITLE: To Appoint Ms. Alisha Duncan And Mr. Stan Lovell To The Industrial Development Board
DATE: December 15, 2025
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

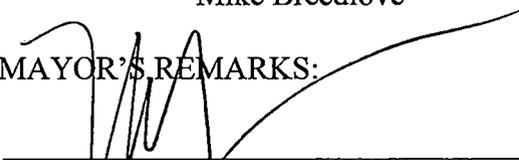
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Ms. Alisha Duncan and Mr. Stan Lovell are appointed to the Industrial Development Board for a six-year term beginning January 1, 2026.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

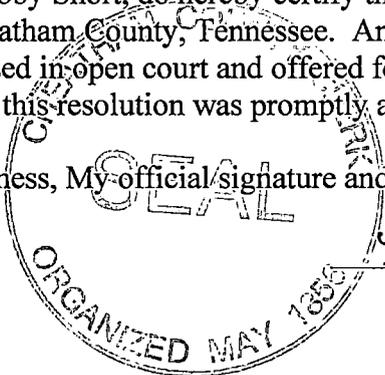


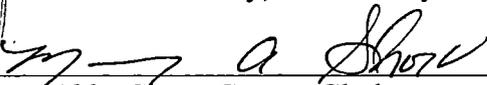
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 19th day of December 2025.





Abby Short, County Clerk

RESOLUTION: 25
RESOLUTION TITLE: Consent Calendar
DATE: December 15, 2025
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

Ashley Nichole Blackwell
B.J. Hudspeth
Diana K. Knight

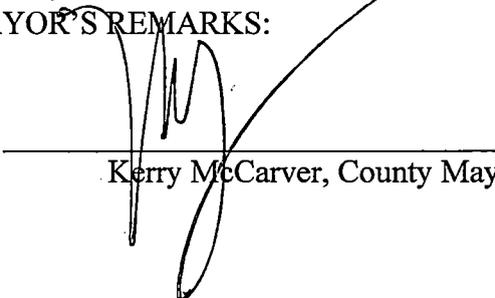
Elizabeth L. Dawson
Chelsea B. Huffman
Ileana Sanchez

Elizabeth Demonbreum
Ashlyn R. Jewell

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

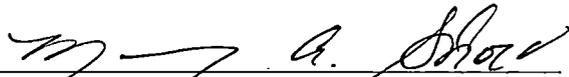


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 19th day of December 2025.



Abby Short, County Clerk



RESOLUTION: 26
RESOLUTION TITLE: Adjourn
DATE: December 15, 2025
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. James Hedgepath

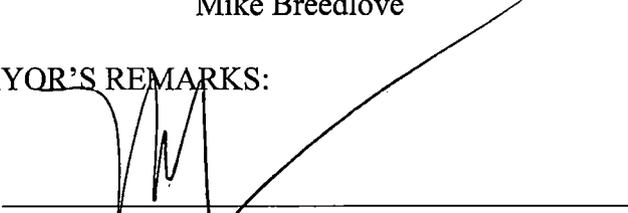
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of December 2025 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 8:08 P.M.

RECORD: Approved by voice vote

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

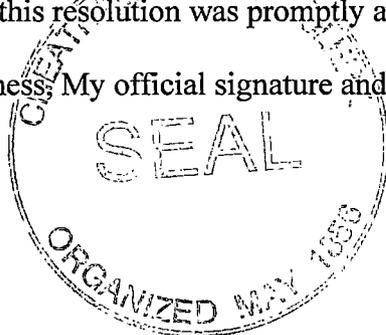
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness: My official signature and seal of said county, this 19th day of December 2025.




Abby Short, County Clerk