

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**September 15, 2025**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on September 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 HEDGEPTH
B.J. HUDSPETH	MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:00 P.M.

Mr. Jeff Hobbs, Athletic Director, spoke in favor of passing the Budget Amendment to fund a raise for the Athletics and Fine Arts Departments.

Mr. David C. Risner, School Board Chairman, spoke in favor of passing the Budget Amendment to fund a raise for the Athletics and Fine Arts Departments.

Public Forum closed at 6:10 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:10 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 Ms. Diana Lovell, seconded by Mr. David Anderson to approve the September 15, 2025 Legislative Body Meeting Agenda as amended by adding Special Recognitions for the UT Extension, 4-H Rifle Team under Unfinished Business.

Motion approved by voice vote. See Resolution 2.

Motion was made by Mr. Bill Powers, seconded by Mr. Calton Blacker to approve the Minutes from the August 18, 2025 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 3.

#### UNFINISHED BUSINESS

Ms. Sierra Knauss presented Special Recognitions to the 4-H Rifle Team members Ms. Amalya Denson, Mr. David Wimsatt, and their Coach, Mr. Mike Glasgow.

Motion was made by Mr. James Hedgepath, seconded by Ms. Diana Lovell to increase the amount allocated to the Highway Department, from the impact fee, from \$250 to \$500.

County Attorney, Mr. Michael Bligh recommended this resolution go before the Budget Committee for recommendation and be added to the agenda for next month.

#### NEW BUSINESS

County Clerk, Ms. Abby Short assumed the Chair.

County Clerk, Ms. Abby Short asked for nominations for the purpose of electing a Chairperson for the Legislative body from September 1, 2025 through August 31, 2026.

Motion was made by Mr. Bill Powers, seconded by Mr. David Anderson to elect Mr. Tim Williamson, as Chairman of the Cheatham County Legislative Body.

Motion approved by acclamation. See Resolution 4.

Chairman, Mr. Tim Williamson assumed the Chair.

Chairman Mr. Tim Williamson asked for nominations for the purpose of electing a Pro Tem for the Legislative Body from September 1, 2025 through August 31, 2026.

Motion was made by Mr. David Anderson, seconded by Mr. Bill Powers to elect Mr. Walter Weakley as Pro Tem of the Cheatham County Legislative Body.

Motion approved by acclamation. See Resolution 5.

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:18 P.M.

The following was advertised to be heard:

- 1.) *Amanda Bell requesting a zone change from Agriculture to R1 for Map 17, Parcel 16.02. Property is located at 1985 Mosley Ferry Rd., in the 4<sup>th</sup> Voting District and is not in a Special Flood Hazard Area.*

*No one spoke for or against this change.*

Public Hearing closed at 6:18 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to deny the zone change request for Amanda Bell from Agriculture to R1 for Map 17, Parcel 16.02. Property is located at 1985 Mosley Ferry Rd., in the 4<sup>th</sup> Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 11 Yes 1 No 0 Absent. See Resolution 6.

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	No

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

***Budget Amendments – County General***

<i>Special Patrols/Jail</i>	<i>\$ 7,053.48</i>
<i>County Clerk's Office</i>	<i>\$ 32,065.00</i>
<i>County Clerk's Office</i>	<i>\$ 1,048.89</i>
<i>County Clerk's Office</i>	<i>\$ 1,500.00</i>
<i>Ambulance/Emergency Medical Service</i>	<i>\$ 1,200.00</i>
<i>Sheriff's Department</i>	<i>\$ 5,000.00</i>
<i>Election Commission</i>	<i>\$104,270.80</i>
<i>County Buildings</i>	<i>\$ 32,000.00</i>

*Budget Vote (09/08/2025): 5 Yes 0 No 0 Absent*  
*Funding Source: Various*

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

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. Chris Gilmore, seconded by Mr. B.J. Hudspeth to authorize the following Budget Amendments for the General Purpose School Fund:

***Budget Amendments – General Purpose School***

<i>Support Services – Career and Technical Education Program</i>	\$ 148,386.43
<i>Regular Instruction Program</i>	\$ 42,205.00
<i>Regular Instruction Program</i>	\$ 342,444.00

*Board of Education Vote (9/11/2025): 6 Yes 0 No 0 Absent*

*Budget Vote (09/08/2025): 3 Yes 2 No 0 Absent*

*Funding Source: Various*

After discussion, motion failed by roll call vote 6 Yes 6 No 0 Absent.

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

© I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.

Budget Committee recommended, motion was made by Mr. Randy Noe, seconded by Mr. Walter Weakley to approve the following Budget Amendments for the General Purpose School Fund:

***Budget Amendments – General Purpose School***

<i>Support Services – Career and Technical Education Program</i>	\$ 148,386.43
<i>Regular Instruction Program</i>	\$ 42,205.00

*Board of Education Vote (9/11/2025): 6 Yes 0 No 0 Absent*

*Budget Vote (09/08/2025): 3 Yes 2 No 0 Absent*

*Funding Source: Various*

Motion approved by roll call vote 11 Yes 1 No 0 Absent. See Resolution 8.

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

Budget Committee presented, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the resolution providing county paid health insurance for retirees under age 65 with 30 or more years of service - Option 1 stating any retired employee eligible for any other health insurance shall be ineligible for this insurance.

After discussion, Ms. Diana Lovell rescinded her motion.

Motion was made by Mr. Diana Lovell, seconded by Mr. David Anderson to approve the resolution providing county paid health insurance for retirees under age 65 with 30 or more years of service as amended by the County Attorney.

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

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Bill Powers, seconded by Mr. Eugene O. Evans, Sr. to approve the following:

- A) *Mayor's signature on Agreement between Smith Seckman Reid, Inc and Cheatham County for Building & Codes*
- B) *Mayor's signature on Maintenance agreement with Clarke PowerGen*
- C) *Mayor's signature on Securus Technologies Amendment for the jail*
- D) *Mayor's signature on contract with GNRC for planning services*
- E) *Mayor's appointment of Mike Russell to replace Bill Herbert, Sr. to the E-911 Board. Term ending 12/31/2025*

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

COUNTY ATTORNEY- MR. MICHAEL BLIGH: Motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve a Resolution approving a real property purchase agreement with the Cheatham County Board of Education for the purchase of land currently used for an Emergency Medical Services Station and authorizing the County Mayor to execute such documents and instruments as may be necessary to complete such purchase.

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

OTHER COUNTY OFFICIALS

COUNTY CLERK – MS. ABBY SHORT: Tax Year 2011, 2012, and 2013 Dismissed Property Taxes are on file in the Clerk’s office.

COUNTY TRUSTEE – MS. CINDY PERRY: Ms. Cindy Perry stated tax bills will be mailed on Thursday. Trustee’s reports were included in the packet.

ROAD SUPERINTENDENT – MR. ROBERT BINKLEY: Mr. Robert Binkley announced the state aided paving on Highway 49 will begin October 6<sup>th</sup> beginning at Ed Harris Road and October 13<sup>th</sup> beginning at Old Clarksville Pike.

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to authorize the surplus of the following items:

***Department: Highway Department***

1. *International Navistar 7100*
2. *Hyster 15 Ton Drop Deck Trailer*

Motion approved by voice vote. See Resolution 12.

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

SCHOOL BOARD – MS. STACY BROWN: Ms. Robyn Miller, Assistant Director of Schools, expressed regret that the commission did not approve the budget amendment to supplement the Athletic and Fine Art Departments. Ms. Robyn Miller invited everyone to the Hall of Fame Inductee Ceremony.

#### COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUSS: Ms. Sierra Knauss announced the UT Extension received a vehicle from the Sheriff's Department and expressed gratitude.

VETERANS SERVICE – MS. ANGELA HUNT: Ms. Angela Hunt announced the Veteran's Service Office will be closed September 29, 2025 through October 2, 2025 for training.

ECONOMIC AND COMMUNITY DEVELOPMENT – MS. GINA ANZALDUA: Ms. Gina Anzaldua gave the Commissioners a flyer on the Bells Reserve Development. Ms. Gina Anzaldua gave a tourism update and announced we placed 3<sup>rd</sup> in the Fair. Ms. Gina Anzaldua stated the Kingston Springs Dinner on Main was a success.

CHAMBER OF COMMERCE – MS. KELLY ELLIS: Ms. Kelly Ellis gave the Commissioners a handout of July and August development. Ms. Kelly Ellis gave an update on several ribbon cuttings and stated they have 15 new members. Ms. Kelly Ellis stated she will be attending Keep Tennessee Beautiful for a grant opportunity to help keep Cheatham County clean. Ms. Kelly Ellis invited everyone to the Golf Tournament next week. Ms. Kelly Ellis announced the Chamber's office location moved August 29, 2025 to the Braxton Condominiums.

#### STANDING COMMITTEES

BEER BOARD: Ms. Diana Lovell stated they approved a beer permit for Beehive Bar.

CALENDAR, RULES AND NOMINATING: Calendar, Rules and Nominating presented, motion was made by Mr. David Anderson, seconded by Mr. Mike Breedlove to approve the special recognition of every organization, group, landowner, and citizen of Cheatham County who fought against TVA in Cheatham County to be presented at the December meeting.

Motion approved by voice vote. See Resolution 13.

ROAD AND BRIDGE: Mr. Walter Weakley stated they will meet October 2, 2025 at 4:00 P.M.

#### CONSENT CALENDAR

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

Notaries

*Pamela J. Armstrong*  
*Susan Manor*  
*Terry L. Spence*

*Stefanie Hutchens*  
*Paige Denney Sanders*

*Marietta R. Jarrett*  
*Esmeralda Sandoval*

Motion approved by voice vote. See Resolution 14.

ANNOUNCEMENTS AND STATEMENTS:

Mr. Walter Weakley invited everyone to the Annual Fish Fry at Music on Main.

Ms. Diana Lovell invited everyone to attend the Creekers Ball on September 27, 2025.

Motion was made by Mr. Walter Weakley, seconded by Mr. James Hedgepath to adjourn at 7:07 P.M.

Motion approved by voice vote. See Resolution 15.

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

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



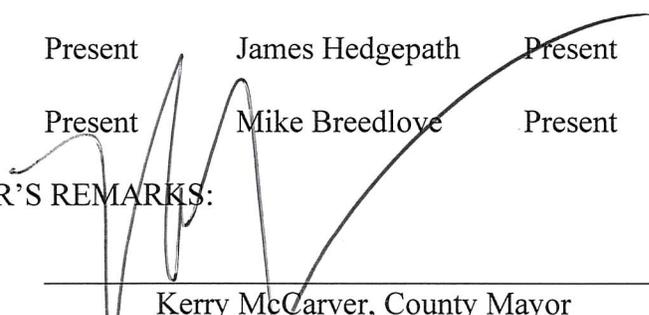
RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: September 15, 2025  
MOTION BY:  
SECONDED BY:  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 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

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

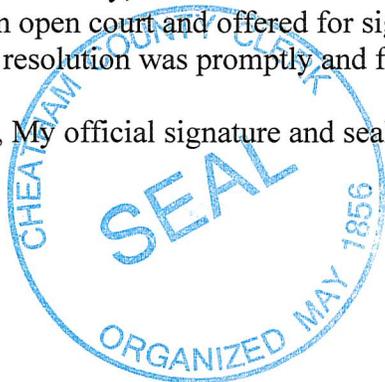
CHEATHAM COUNTY MAYOR'S REMARKS:

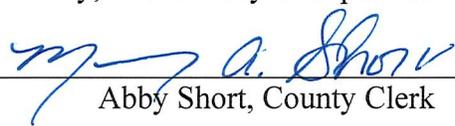
  
Kerry McCarver, County Mayor

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 19<sup>th</sup> day of September 2025.



  
Abby Short, County Clerk

RESOLUTION: 2  
RESOLUTION TITLE: To Approve Agenda As Amended  
DATE: September 15, 2025  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. David Anderson

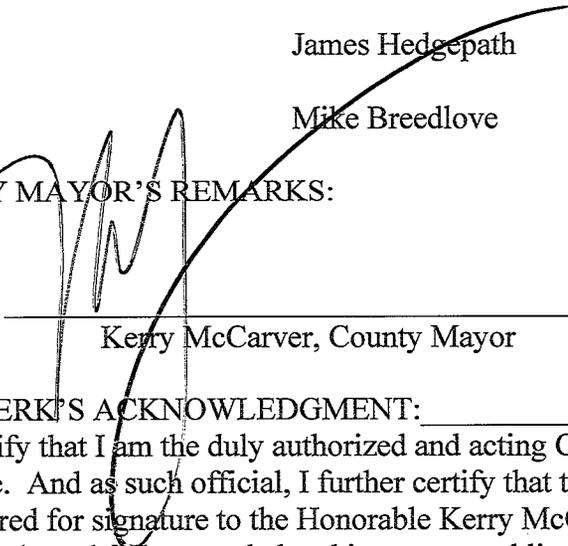
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the September 15, 2025 Legislative Body meeting is approved as amended by adding Special Recognitions for the UT Extension, 4-H Rifle Team under Unfinished Business.

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 19<sup>th</sup> day of September 2025.

*Abby Short*

Abby Short, County Clerk



RESOLUTION: 3  
RESOLUTION TITLE: To Approve Minutes  
DATE: September 15, 2025  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. Calton Blacker

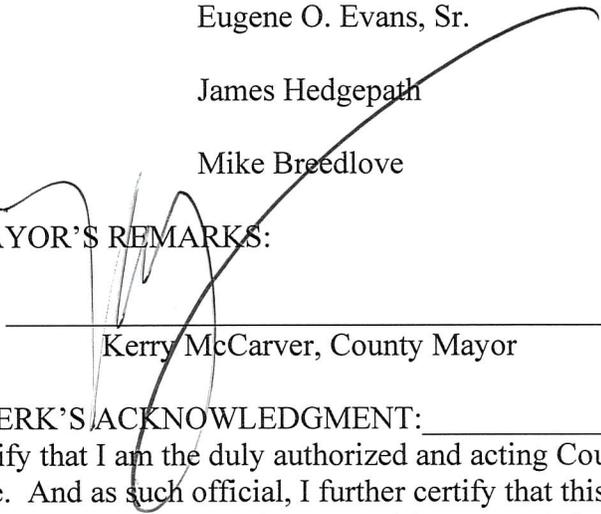
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the August 18, 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:

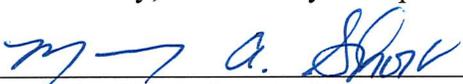
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 19<sup>th</sup> day of September 2025.



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

RESOLUTION: 4  
RESOLUTION TITLE: To Elect Mr. Tim Williamson as Chairman Of The County Legislative Body  
DATE: September 15, 2025  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. David Anderson

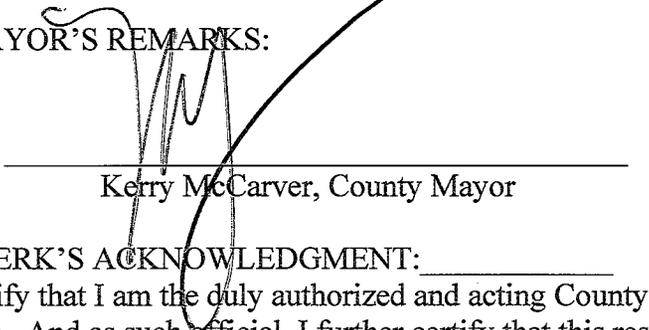
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Tim Williamson is elected Chairman of the Cheatham County Legislative Body beginning September 1, 2025 through August 31, 2026.

RECORD: Approved by acclamation

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 19<sup>th</sup> day of September 2025.

  
Abby Short, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: To Elect Mr. Walter Weakley As Chairman Pro Tem Of The County Legislative Body

DATE: September 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 15<sup>th</sup> day of September 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Walter Weakley is elected Chairman Pro Tem of the Cheatham County Legislative Body beginning September 1, 2025 through August 31, 2026.

RECORD: Approved by acclamation

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

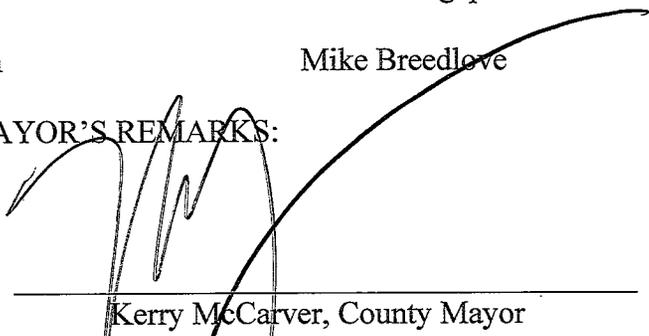
Chris Gilmore

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 19<sup>th</sup> day of September 2025.



Abby Short, County Clerk



RESOLUTION: 6  
RESOLUTION TITLE: To Deny The Zone Change Request For Amanda Bell From Agriculture To R1 For Map 17, Parcel 16.02  
DATE: September 15, 2025  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Bill Powers

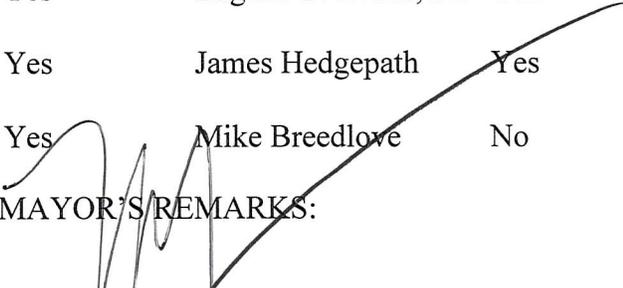
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to deny the zone change request for Amanda Bell from Agriculture to R1 for Map 17, Parcel 16.02. Property is located at 1985 Mosley Ferry Rd., in the 4<sup>th</sup> Voting District and is 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	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	No

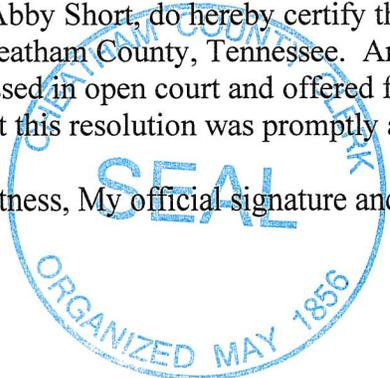
CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 19<sup>th</sup> day of September 2025.



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

RESOLUTION: 7

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

DATE: September 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 15<sup>th</sup> day of September, 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:

**NOTE: The following amendments are to move funds from a reserve for purchases in the new 2025-2026 fiscal year**

**Special Patrols/Jail**

101 – 34525 – 01	Restricted for Public Safety	\$7,053.48
101 – 54210 – 719	Office Equipment	\$7,053.48

*Transfer reserved Jail / Workhouse Litigation Tax funds to purchase computers for the 3 new Jail Sergeants*

**County Clerk's Office**

101 – 34515 – 01	Restricted for Finance	\$32,065.00
101 – 52500 – 719	Office Equipment	\$32,065.00

*Transfer funds from the County Clerk's Data Processing Reserve to purchase/replace seventeen desktop computers and one printer*

**County Clerk's Office**

101 – 34515 – 07	Restricted for Finance	\$1,048.89
101 – 52500 – 719	Office Equipment	\$1,048.89

*Transfer funds from the County Clerk's Additional Titling and Registration Fee Reserve to purchase a letter folding machine and cash counter/counterfeit detection machine*

**County Clerk's Office**

101 – 34615 – 01	Committed for Finance	\$1,500.00
101 – 52500 – 317	Data Processing Services	\$1,500.00

*Transfer reserved Archive and Records Management Fees to purchase County minute software for the ability to perform web minute lookup*

**NOTE: Other amendments**

---

**Ambulance/Emergency Medical Services**

101 – 43190 – EMS	Other General Service Charges	\$1,200.00
101 – 55130 – 164	Attendants	\$1,200.00

*Transfer revenue collected for EMS service for the Riverbluff Triathlon to reimburse payroll expenses*

---

**Sheriff's Department**

101 – 44570	Contributions and Gifts	\$5,000.00
101 – 54110 – 499 – EVENT	Other Supplies and Materials - Events	\$5,000.00

*Transfer a contribution made by AO Smith to the Cheatham County Sheriff's Department to assist in funding their annual Christmas event*

---

**Election Commission**

101 – 39000	Unassigned	\$104,270.80
101 – 51500 – 191	Board and Committee Members Fees	\$ 1,000.00
101 – 51500 – 193	Election Workers	\$75,304.00
101 – 51500 – 199	Other Per Diem and Fees – Machine Technician	\$ 1,840.00
101 – 51500 – 302	Advertising	\$ 4,000.00
101 – 51500 – 336	Maintenance and Repair Services – Equipment	\$ 6,000.00
101 – 51500 – 348	Postal Charges	\$ 2,440.00
101 – 51500 – 349	Printing, Stationery, and Forms	\$ 5,500.00
101 – 51500 – 351	Rentals	\$ 5,200.00
101 – 51500 – 355	Travel	\$ 696.80
101 – 51500 – 435	Office Supplies	\$ 2,290.00

*Transfer funds from County General fund balance to cover two special elections issued by Governor Bill Lee to fill the vacancy created by the retirement on Congressman Mark Green. The Writ of Elections sets the special primary election for October 7, 2025, and the special general election for December 2, 2025. Pam Frejosky's projections are attached.*

---

**County Buildings**

101 – 39000	Unassigned	\$32,000.00
101 – 51800 – 712	Heating and Air Conditioning Equipment	\$32,000.00

*Transfer funds from County General fund balance to replace old HVAC units that are over 15 years old and have reached end of life*

---

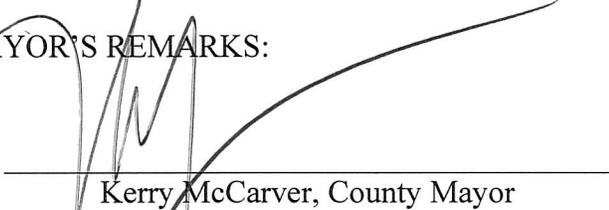
*Budget Vote (9/08/2025): 5 Yes 0 No 0 Absent*

*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 19<sup>th</sup> day of September 2025.



Abby Short, County Clerk



RESOLUTION: 8

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

DATE: September 15, 2025

MOTION BY: Mr. Randy Noe

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September, 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:

---

**Support Services – Career and Technical Education Program**

141 – 46790	State Education Funds – Other Vocational	\$148,386.43
141 – 72230 – 790	Other Equipment	\$148,386.43

*Transfer Innovative School Models (ISM) Grant funding to purchase equipment*

---

**Regular Instruction Program**

141 – 48990	Other Governments and Citizens Groups – Other	\$42,205.00
141 – 71100 – 116	Teachers	\$42,205.00

*Transfer United Way Raise Your Hand Grant funding to pay teachers*

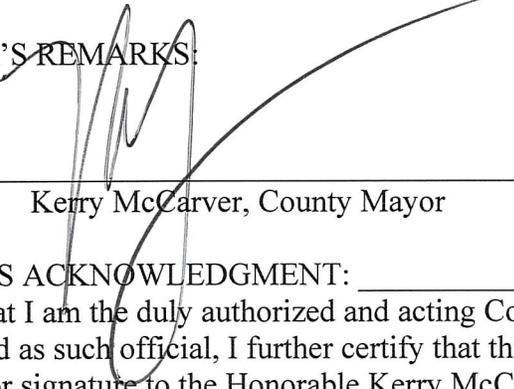
---

*Board of Education Vote (9/11/2025): 6 Yes 0 No 0 Absent*  
*Budget Vote (9/08/2025): 3 Yes 2 No 0 Absent (pending BOE approval)*  
*Funding Source: Various*

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	No	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 19<sup>th</sup> day of September 2025.

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



RESOLUTION: 9

RESOLUTION TITLE: Resolution Providing For County Paid Health Insurance For Retirees Under Age 65 With 30 Or More Years Of Service

DATE: September 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 15<sup>th</sup> day of September, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Cheatham County Legislative Body has determined that employees with thirty (30) or more years of service who retire before age sixty-five (65) should receive health insurance paid for by Cheatham County until they reach age sixty-five (65).

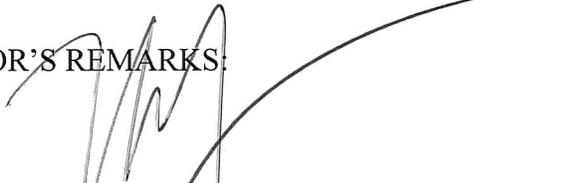
BE IT THEREFORE RESOLVED, that the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee as follows:

1. Cheatham County shall provide and pay for individual health insurance coverage for employees who retire after thirty (30) or more years of continuous service with Cheatham County until such employee reaches the age of sixty-five (65).
2. Any employee who is covered by an employer provided health insurance plan subsequent to retirement from Cheatham County shall be ineligible for the insurance coverage provided pursuant to this resolution and all retired employees receiving coverage through Cheatham County shall be required to certify annually that they are not covered by an employer provided health insurance plan. Any coverage provided to retired service members shall not be considered employer provided health insurance.
3. The health insurance coverage provided pursuant to this resolution shall only be available to employees retiring on or after January 1, 2026.
4. Retired employees must elect to receive health insurance coverage at the time of retirement and any termination in such coverage shall make the retired employee ineligible for future coverage.
5. The County reserves the right to revise or terminate the terms upon which retired employee health insurance is provided at any time.

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 19<sup>th</sup> day of September 2025.



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

RESOLUTION: 10 (A)  
RESOLUTION TITLE: To Approve Mayor's Signature On Agreement Between Smith Seckman Reid, Inc And Cheatham County For Building & Codes  
DATE: September 15, 2025  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

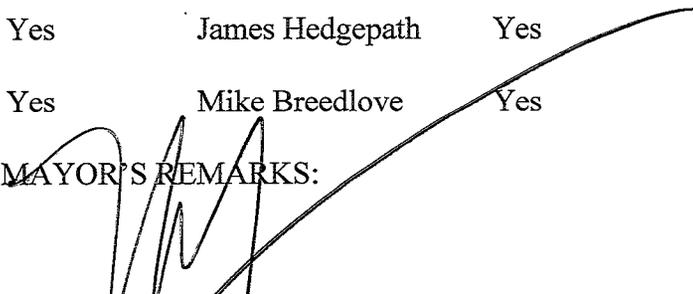
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Agreement between Smith Seckman Reid, Inc and Cheatham County for Building & Codes is approved.

*A copy of the Agreement is attached.*

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
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:



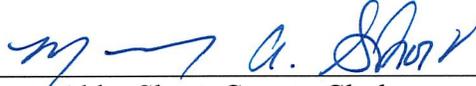
---

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 19<sup>th</sup> day of September 2025.



---

Abby Short, County Clerk



**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

This is an Agreement between **Cheatham County, TN** ("Owner") and **Smith Seckman Reid, Inc.** ("SSR"). Engineer's services under this Agreement are generally identified as **Subdivision Regulation Modernization** (the "Services"). All references herein to "Engineer" are understood to refer to a consultant providing professional planning services.

Owner and Engineer further agree as follows:

**1.01 Services of Engineer**

A. Engineer shall provide or furnish the Services set forth in this Agreement on an hourly basis, and any Additional Services authorized by Owner and consented to by Engineer.

**B. Services**

**1. Subdivision Regulation Modernization Services Provided:**

-Review of existing regulations and specifications and provide suggestions for best practices and successful regulations used by other jurisdictions

-Collaboration with staff, Planning Commission, and committees on modifications and amendments

-Draft new proposed subdivision regulations to be considered for approval by the Planning Commission

-Reformat with charts and achieve a more user-friendly document

-Provide an end document that has a professional appearance and cover

-Maintain and control the document, incorporating any needed clarifications to approved document as requested by staff or the Planning Commission for a period of six (6) months from the date of final Planning Commission approval

**C. Additional Negotiated Services**

1. On Call Planning Review Services
2. On Call Maintenance of Zoning Ordinance or Subdivision Regulations
3. Site Plan and Subdivision Construction Plan Engineering Review (As Requested)
4. Grant Application and Administration Services (As Requested)
5. GIS Mapping
6. Exterior Design Regulations
7. Zoning Ordinance Modernization
8. Comprehensive Plan/Land Use Plan/Subarea Plan
9. Major Thoroughfare Plan

10. Sidewalk Network Inventory and Plan
11. Capital Improvements Plan
12. GIS Software (ESRI) Setup and Assistance
13. CPTED (Crime Prevention through Environmental Design) Safety Report and Recommendations

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
- B. Owner shall provide necessary direction in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. The term of this Agreement shall be for three (3) years with the ability to add additional years as mutually agreed to by the Parties.
- B. Engineer's hourly rates shall be reviewed each year and adjusted as necessary in accordance with Appendix 1.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the

Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.1.

E. Basis of Payment

1. Hourly Rates. Owner shall pay Engineer for Services as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services, **not to exceed \$15,750.00.**

b. Engineer's Standard Hourly Rates are attached as Appendix 1.

F. Additional Negotiated Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.1.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

- C. **Payments Upon Termination:** In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
  - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  - 2. Intentionally omitted.

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall have no authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site.
- C. Intentionally omitted.
- D. Intentionally omitted.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and upon payment, Engineer transfers ownership of Engineers instruments of services.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. **Waiver of Damages; Limitation of Liability:** To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) **agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the**

**total amount of compensation received by Engineer within twelve (12) months prior to the claim arising, whichever is greater.**

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Owner is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to any Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### 8.01 Successors, Assigns, and Beneficiaries

##### A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal

representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is the date last executed by a Party hereto.

Owner:

Cheatham County, TN Government

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Engineer:

Smith Seckman Reid, Inc.

(name of organization)

By:

(authorized individual's signature)

Date:

\_\_/\_\_/2025

(date signed)

Name:

David Donoho

(typed or printed)

Title:

Senior Principal

(typed or printed)

Address for giving notices:

2995 Sidco Drive

Nashville, TN 37204

Designated Representative:

Name:

Grant Green

(typed or printed)

Title:

Sr. Transportation/Urban Planner

(typed or printed)

Address:

2995 Sidco Drive

Nashville, TN 37204

Phone:

615-460-0591

Email:

ggreen@ssr-inc.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

## **ENGINEER'S STANDARD HOURLY RATES**

### **A. Standard Hourly Rates:**

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.
3. **CPI Adjustment:** Upon written notice provided by Engineer to the Owner with documentation supporting the basis for a Consumer Price Index ("CPI") adjustment, Engineer's Schedule of Hourly Rates for services shall be adjusted accordingly, effective 30-days after delivery of the notice but no earlier than the anniversary of the contract effective date, to account for the change in the annual CPI from the previous 12-month period. No CPI adjustment shall be greater than ten percent (10%). The contract shall be amended as provided for herein to reflect Engineer's adjusted rates. In the event of a decrease in the CPI over the previous 12-month period, Engineer's rates shall not decrease, unless the CPI decreases by more than two percent (2%).

B. Schedule of Hourly Rates:

<b>2025/2026 Proposed Hourly Rates</b>	
<b>Position</b>	<b>Proposed Rate</b>
<b>Principal</b>	\$250
<b>Engineer IV</b>	\$220
<b>Project Manager II/Sr. Planner</b>	\$200
<b>Engineer III</b>	\$200
<b>Project Manager I</b>	\$190
<b>Engineer II</b>	\$190
<b>Engineer I</b>	\$155
<b>Engineer Intern II</b>	\$140
<b>Planner II</b>	\$135
<b>GIS Analyst</b>	\$135
<b>Engineer Intern I</b>	\$125
<b>Planner I</b>	\$105
<b>Clerical</b>	\$95

RESOLUTION: 10 (B)  
RESOLUTION TITLE: To Approve Mayor's Signature On Maintenance Agreement With Clarke PowerGen  
DATE: September 15, 2025  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

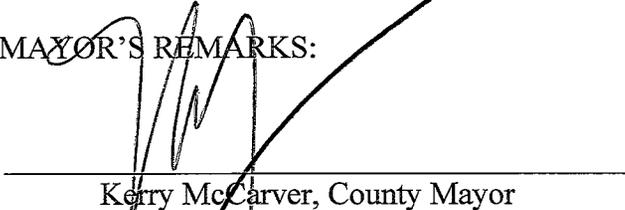
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Maintenance Agreement with Clarke PowerGen is 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 19<sup>th</sup> day of September 2025.

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



# CLARKE PowerGen

Cust. # 146021

Cheatham County Building Maintenance  
Mr. Jim Rice  
100 Public Square, Ste # 115  
Ashland City, TN 37015  
615-533-9056  
[James.rice@cheathamcountyttn.gov](mailto:James.rice@cheathamcountyttn.gov)

Preventive Maintenance Agreement  
Emergency Standby Generator  
Location: Court Street  
S/N: PE6068L286888  
M/N: 150D-JYMR-LAD-C  
Unit ID: 416141

1- 12 Month Period of Preventive Maintenance Consisting of:

- |                           |             |
|---------------------------|-------------|
| 1- Annual Service         | \$ 775.00   |
| 1- Annual & 1 Semi-Annual | \$ 1,375.00 |
| 1- Annual & 3 Quarterly   | \$ 2,575.00 |

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service \_\_\_\_\_  
1 Annual & 1 Semi-Annual \_\_\_\_\_  
1 Annual & 3 Quarterly \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 150.00 / hr. (regular hours) - \$225.00 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 3.00 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Sarah Fulp  
Service Administrator  
Date: 8/22/2025  
Proposal # 22012



## PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES

### ANNUALLY:

#### 1. FUEL SYSTEM

- A. Change fuel filter elements (element included).
- B. Check fuel tanks for water.
- C. General inspection of all components.
- D. Check fuel pressure at cylinder head (if applicable).
- E. Check fuel level in main fuel tank.
- F. Check operation of day tank.
- G. Fuel sample analysis available on diesel units (at additional charge).

#### 2. LUBRICATING SYSTEM

- A. Change oil in engine (oil included).
- B. Change oil filter (filter element(s) included).
- C. Check and record engine oil pressure.
- D. Check engine for oil leaks.
- E. Take oil sample for analysis.

#### 3. COOLING SYSTEM

- A. Check engine water pump.
- B. Check all cooling system hoses.
- C. Check and clean all louvers.
- D. Check coolant level.
- E. Check and record freeze protection and add if needed (makeup antifreeze furnished).
- F. Check condition of belts.
- G. Check for adequate fresh air to engine.
- H. Check condition of fan hub.
- I. Check operation of water jacket heater.
- J. Check and record operating temperature. Verify that operating temperature is in the correct range.
- K. Coolant sample analysis available (at additional charge).

#### 4. EXHAUST SYSTEM

- A. Check condition of mufflers, exhaust lines, supports and connections.
- B. Check condition of turbocharger (if applicable).
- C. Check for exhaust leaks.



ANNUALLY:

5. AIR INTAKE SYSTEM

- A. Check air inlet restriction.
- B. Check exhaust restriction.
- C. Clean crankcase breather pads (if applicable).
- D. Check all air system piping.
- E. Check condition of dry type air cleaner element(s) or service oil bath air cleaner (oil is included).

6. CONTROL SYSTEM

- A. Check operation of all gauges and meters.
- B. Clean control cabinet.
- C. Check operation of all controls.
- D. Check shut down system for correct operation.

7. ENGINE ELECTRICAL STARTING SYSTEM

- A. Check condition of batteries.
- B. Clean batteries and cables.
- C. Add distilled water to maintain proper electrolyte level (included).
- D. Check operation of float charger.
- E. Check battery voltage.
- F. Lubricate starter motor (if accessible).

8. GENERATOR

- A. Check condition of bearing.
- B. Check main breaker for operation (if applicable).
- C. Check cables from generator to transfer switch (if accessible).
- D. Visually check transfer switch for proper condition and operation.
- E. Clean interior of transfer switch enclosure as necessary.

9. GENERAL

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible. If not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.



## PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES

### QUARTERLY & SEMI-ANNUALLY:

1. FUEL SYSTEM
  - A. Drain water and sediment from fuel filters.
  - B. Check fuel level in day tank.
  - C. General inspection of all components.
  
2. LUBRICATING SYSTEM
  - A. Check oil level (fill to proper level).
  - B. Check and record engine oil pressure.
  - C. Check engine for oil leaks.
  
3. COOLING SYSTEM
  - A. Check all cooling system hoses.
  - B. Check coolant level.
  - C. Check freeze protection and add if needed (included).
  - D. Check condition of belts.
  - E. Check operation of water jacket heater.
  
4. EXHAUST SYSTEM
  - A. Check for exhaust leaks.
  - B. Check for operation of rain cap.
  - C. Check for tightness of bolts.
  
5. AIR INTAKE SYSTEM
  - A. Check air inlet piping.
  - B. Check condition of air filter element (or oil bath).
  
6. CONTROL SYSTEM
  - A. Check operation of all gauges and meters.
  - B. Check operation of all controls.
  - C. Check shutdown systems.
  
7. ENGINE ELECTRICAL STARTING SYSTEM
  - A. Clean batteries and cables.
  - B. Add distilled water to maintain proper electrolyte level.
  - C. Check operation of float charger.
  - D. Check and record battery voltage.



QUARTERLY & SEMI-ANNUALLY:

8. GENERATOR

- A. Check main circuit breaker for operation (if applicable).
- B. Visually check transfer switch for proper condition and operation.

9. GENERAL

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible; if not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.



## **3 YEAR RENEWAL OPTION:**

**CLARKE POWER SERVICES IS OFFERING A NEW (36) MONTH PM RENEWAL PLAN. THIS MEANS YOU WILL RECEIVE A NEW AGREEMENT EVERY 36 MONTHS IN LIEU OF 12 MONTHS. YOU CAN STILL STOP YOUR SERVICES AT ANY TIME.**

**IF YOU WISH TO ACCEPT THIS OFFER PLEASE SIGN AND DATE BELOW AND RETURN WITH YOUR RENEWALS.**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Company Name \_\_\_\_\_

**Email to: [service@clarkegen.com](mailto:service@clarkegen.com)**

**Fax to: 336.808.9561**

**Mail to: Clarke Power Services, Inc.  
P.O. Box 18949  
Greensboro, NC 27419**

RESOLUTION: 10 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On Securus Technologies Amendment For The Jail

DATE: September 15, 2025

MOTION BY: Mr. Bill Powers

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

COMPLETED RESOLUTION:

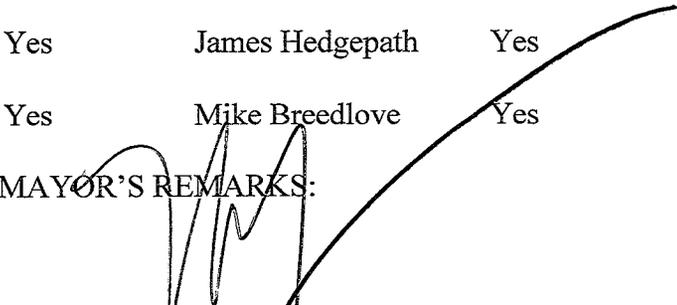
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Securus Technologies Amendment for the jail is approved.

*A copy of the Amendment 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 19<sup>th</sup> day of September 2025.

*Abby Short*

Abby Short, County Clerk



## 2024 FCC ORDER – FCC WAIVER ORDER AMENDMENT

This **FCC Waiver Order Amendment** ("Amendment") is effective as of the last date signed by either party ("Amendment Effective Date") and amends and supplements the current Master Services Agreement or other contract(s) by and between Securus Technologies, LLC ("Provider") and the party identified below as Customer ("Customer") (collectively, the "Agreement"). Capitalized words contained but not defined in this Amendment are defined in the Agreement.

**WHEREAS** In 2024, the Federal Communications Commission published the *Incarcerated People's Communication Services; Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the "2024 FCC Order") which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC.

**WHEREAS** Customer and Provider executed a contract, amendment, or other agreement to comply with the 2024 Order.

**WHEREAS** On June 30, 2025, the FCC published an order (the "Waiver Order") extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis.

**WHEREAS** The parties now agree to further amend the Agreement in light of the Waiver Order.

**NOW, THEREFORE**, as of the Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Amendment shall commence on the Amendment Effective Date and shall remain in effect through the term of the Agreement. Notwithstanding the foregoing and except as may otherwise be indicated herein, the changes in this Amendment shall take effect on the first of the month following the Amendment Effective Date, if executed at least 7 days prior the last day of the current month, and except that any new products or services will be subject to normal installation lead times.
2. **Voice Calls.** Provider will charge \$0.21 per minute voice call rate to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.
3. **Video Calls.** Provider will charge a video call rate of \$12.99 per each 20-minute session to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. On or about August, 2025, Provider will convert Securus Video Connect customers to Video Connect, Provider's new video call application that allows for pay per minute video calls. By executing this Amendment, Customer acknowledges and agrees to this application conversion. Upon conversion to Video Connect, Provider will charge a video call rate of \$0.25 per minute to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. Video call rates may be adjusted by Provider based on ADP.
4. **Commissions.** Provider will pay Customer the following commissions:
  - a. 55% on voice calls, excluding interstate voice calls.
5. **Ancillary Service Charges.** Current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions involving voice and video calls in the future, Customer agrees that Provider may charge such fees, up to the maximum amount allowed by the FCC, without the need for further contract amendment or customer approval.
6. **Recording Storage Period.** Notwithstanding any previous terms in the Agreement, Provider will provide storage for voice and video recordings as follows:

- a. Voice Recordings. Provider will store voice recordings for a period of 12 months from the date the call takes place (the "Voice Storage Period"). After the Voice Storage Period has passed for a particular call, that call will no longer be available to Customer.
  - b. Video Recordings. OMITTED. Customer has no Video recordings storage.
  - c. Customer Responsibility to Preserve Recordings. Customer is solely responsible for preserving any voice or video recordings beyond the applicable Storage Period by downloading them to a separate storage medium, and Provider shall not have any responsibility or have any liability whatsoever for Customer's failure to download and store the voice or video recordings so that they are available beyond the applicable Storage Period.
  - d. Historic Recordings. The parties understand and agree that the currently applicable storage period for voice and/or video calls may be longer than the applicable Storage Period provided in this Amendment. Customer agrees that, no sooner than 90 days after the Effective Date of this Amendment (the "Storage Transition Period"), all historic voice and video recordings outside the Storage Period provided herein will become unavailable to Customer. **It is the sole and exclusive responsibility of Customer to download and store voice or video recordings in a separate medium during the Storage Transition Period as Customer will permanently lose access to voice and video recordings that are older than the applicable Storage Period provided in this Amendment. Provider will have no liability whatsoever for the loss of any voice or video recordings after the Storage Transition Period that are older than the applicable Storage Period defined in this Amendment.**
7. Tablet Warranty and Inventory Addendum. As of the Amendment Effective Date, the Tablet Warranty and Inventory Addendum attached to the FCC Amendment is hereby replaced by the Tablet Warranty and Inventory Addendum attached to this Amendment is incorporated into the Agreement by this reference.
8. Change in FCC Regulation. The parties acknowledge that the 2024 FCC Order and the Waiver Order requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. This Agreement includes terms to comply with the current Waiver Order. There is the potential for its requirements to change during the Term of this Agreement. If any such changes occur during the Term of Agreement, the parties agree to work together in good faith to agree to appropriate changes to address such changes.
9. Other Provisions.
- a. This Amendment shall govern over the terms and conditions of the Agreement, or any other binding document pertaining to or in connection with the subject matter of this Amendment.
  - b. Except as expressly amended by this Amendment, all the terms, conditions and provisions of the Agreement shall remain in full force and effect.
  - c. The persons signing this Amendment represent that they have the unrestricted right and requisite authority to enter into and execute this Amendment, to bind Customer named below and Provider, and to authorize the contract modifications contained herein.

EXECUTED as of the Amendment Effective Date.

<u>CUSTOMER</u> : Cheatham County, TN	<u>PROVIDER</u> : Securus Technologies, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## TABLET WARRANTY AND INVENTORY ADDENDUM

1. Warranty and Disclaimer. Provider agrees to repair and maintain the tablets in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ADDENDUM, THE TABLETS ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
2. Breakage. Provider is not responsible for the cost of any repair, maintenance, replacement or other costs incurred by Provider in performing any repair, maintenance, replacement or other costs associated with damage to tablets due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage, or for the cost of lost tablets (collectively, "Breakage"). Customer agrees that End Users (defined as the person the tablet has been assigned to) shall be responsible for the cost of such Breakage; including but not limited to replacement cost which is currently up to \$\_\_\_\_\_, plus any applicable handling and restocking fees. Such charges will be billed to the End User, and the Customer will deduct such amounts from the applicable End User's trust account and remit to Provider, or Provider may, as allowed by applicable law or regulation, deduct such amounts from the applicable End User's Securus Debit account. Should an End User not have sufficient funds to pay for Breakage, the End User will not be issued a new or replacement tablet until the amount that has been billed to the End User has been paid to Provider, and, as allowed by applicable law or regulation, a lien will be placed on the applicable End User trust account by Customer and/or Securus, as allowed by applicable law or regulation, may deduct funds from the End User's Securus Debit account until Provider has been fully paid. Any exceptions to this must be documented (including the reason) and will apply toward Customer's Replenishment Allowance provided below in Section 6. Customer agrees to promptly notify Provider in writing after discovering any damage or loss due to Breakage, including which End User account such Breakage applies to and will turn in such tablets to Provider's on-site staff, or pursuant to a mutually agreed return procedure, as appropriate.
3. Return of Tablets Upon Contract Termination/Expiration. Upon the termination or expiration of the contract between Customer and Provider, Customer will ensure that all Provider tablets at Customer's facility(ies) are returned to Provider. Provider will give Customer instructions for the return of tablets. Customer may be billed for the replacement cost of unreturned tablets.
4. Return of Tablet Upon Release. Customer is responsible for the collection and return of the End User's tablet to Provider's on-site staff, or other mutually agreed return procedure, up to 7 days prior to the release of an End User or such End User's transfer to a different facility. Tablets may be returned to Provider's on-site staff at the designated location. If a tablet is not returned prior to release, Customer will place a lien on the End User's trust account or Provider may, as allowed by applicable law or regulation, deduct funds for the replacement cost from the End User's Securus Debit account. Any tablets that are not returned or paid for by the End User within 7 days after the release of an End User or their transfer to a different facility will count toward Customer's Replenishment Allowance provided below in Section 6. If such Replenishment Allowance has been exhausted, then Provider must be compensated for the cost of such tablet(s) before supplying additional tablets. Customer is responsible for updating its data integration files and data feeds to provide Provider with accurate information regarding the current population for provisioning. Provider may request reports from Customer regarding the release and transfer status of its population for reconciliation at any time.
5. Return of Unused Tablets. Customer is responsible for the collection and return of any tablets that are not actively used. Such non-utilization will be determined by Provider monthly (or more frequently as outlined in the site-specific procedures) based on usage reports ran by Provider. Provider will provide a list to Customer of any tablets not actively used. Customer will either ensure any such device that is not actively used is made active (synced or put into use on Provider's network) or collect such device and return it to Provider's on-site staff at the designated location. If any unutilized tablets are not made active or returned to Provider, such tablet(s) will count toward Customer's Replenishment Allowance provided in Section 6 below.
6. Replenishment Allowance: Customer will be provided with a 10% tablet replenishment allowance based on ADP reported as required under the 2024 FCC Order (the "Replenishment Allowance"). Customer may receive free of charge tablets issued less a.) the number of tablets in active use; and b.) the number of tablets that have been returned in Working Order (as determined by Provider) or paid for up to the Replenishment Allowance. For purposes of this clause, Working Order means a tablet that has not suffered damage due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar behavior. This Replenishment Allowance can be used toward tablets that are replaced due to Breakage or any other reason. Once the Replenishment Allowance has been used for any applicable year, Provider must be paid for any additional tablets that

are issued at replacement cost. This Replenishment Allowance is applied by Customer. The Replenishment Allowance rate will be adjusted annually on June 1 based on ADP reported by Customer. Customer may request an adjustment to its Replenishment Allowance based on unexpected ADP changes. Customer may be required to provide supporting information regarding such request.

7. Tablet User Fee. A one-time tablet enrollment fee of up to \$50.00 may be assessed to each End User. Additionally, a monthly tablet content fee of \$\_\_\_\_ will be assessed against each End User. Such amounts will be billed to End Users and the Provider may, as allowed by applicable law or regulation, deduct funds from the End User's Securus Debit account, or Customer will deduct such amounts from End User accounts and remit to Provider. Should an End User fail to pay the tablet user fee, premium applications for the applicable tablet(s) may be disabled by Provider until all past due tablet user fees for such End User account have been paid. Not all tablet applications may be available without a premium subscription, and Provider has the right to determine which applications are considered premium tablet applications. Non-payment may also result in tablet collection, depending upon the agency-specific agreement.

RESOLUTION: 10 (D)  
RESOLUTION TITLE: To Approve Mayor's Signature On Contract With GNRC For Planning Services  
DATE: September 15, 2025  
MOTION BY: Mr. Bill Powers  
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

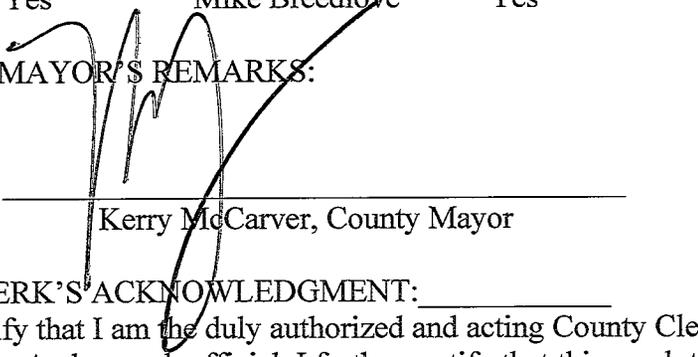
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on contract with Greater Nashville Regional Council for planning services is approved.

*A copy of the Contract is attached.*

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
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 19<sup>th</sup> day of September 2025.



Abby Short, County Clerk



**CONTRACT LPA-26-3053  
BETWEEN  
CHEATHAM COUNTY  
AND THE  
GREATER NASHVILLE REGIONAL COUNCIL**

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

**WHEREAS**, The Cheatham County is a member government of the Greater Nashville Regional Council (GNRC) which was established under TCA § 13-14-101, in part, to provide planning and economic development assistance to its members and the region;

**WHEREAS**, GNRC has established a subscription-based On-Call Local Planning Assistance Program to provide an opportunity for local governments to take advantage of planning assistance at member-based rates provided by GNRC;

**WHEREAS**, The CLIENT desires to participate in this program in order to gain access to services described in the Scope of Services; and

**WHEREAS**, This Contract governs the rights and obligations of each with respect to such engagement.

**NOW THEREFORE**, in consideration of the CLIENT'S fully paid membership dues to GNRC, as well as the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties contract and agree as follows:

**SECTION A. SCOPE OF SERVICES**

**A.1. GNRC Responsibilities.**

- a) Coordinate with CLIENT to identify local planning priorities and needs to be addressed during the period of performance.
- b) Attend up to two regular monthly meetings of relevant boards, commissions, or committees such as the planning commission, board of zoning appeals, or local legislative body in order to provide planning assistance. Additional meetings available upon request for a separate fee based on actual and reasonable costs for time and mileage.
- c) Review and prepare written comments for proposed site plans, plats, and rezoning requests [GNRC will strive to review materials and provide comments within one week of receipt].
- d) Provide CLIENT with technical assistance related to the Scope of Services through phone calls, emails, or other correspondence. Technical assistance may also include

providing suggested procedures for planning processes and a schedule of submission requirements for applicants.

- e) Arrange for four hours of training for members of the local planning commission and board of zoning appeals to assist with meeting statutory requirements.
- f) Assist with routine updates to land use control regulation documents and maps upon receipt of locally adopted resolutions or ordinances. Services relating to land use that are more extensive (e.g., major map or ordinance rewrites) may require an additional fee.
- g) Connect the CLIENT with grant opportunities and other forms of assistance and services provided by GNRC and state and federal partners, some of which may require an additional fee.
- h) Assess the local impacts of transportation projects proposed by TDOT or the regional transportation planning organization in order to assist the CLIENT with providing feedback.
- i) Provide updates on recent or anticipated changes to statutes or case law that may impact local land use regulation and decision-making.
- j) Monitor the Public Infrastructure Needs Inventory (PINI) maintained by TACIR for projects initiated by the CLIENT.
- k) Provide one printed copy of the zoning map for the CLIENT's jurisdiction per year [additional copies available at \$150 each].
- l) GNRC will not provide legal advice or formal legal opinions as part of the scope of services associated with this Contract.

**A.2. CLIENT Responsibilities.**

- a) Provide GNRC with sufficient notice of meetings and descriptions of the requested work related to the Scope.
- b) Provide GNRC with access to all planning-related documents including but not limited to adopted plans, ordinances, and maps. Digital files are preferred.;
- c) Identify a primary staff point of contact who will provide and receive direct communication to and from GNRC.
- d) Provide details of and abide by jurisdictional processes, schedule, and parameters of development and plan review (including all application and submission deadlines). CLIENT understands that GNRC may not be able to complete its review of documents and preparation of comments if the materials are not received sufficiently in advance of a scheduled meeting.
- e) Review planning and development applications for completeness such as all necessary documents and plats are submitted and any fees paid prior to sending to GNRC for development review; and
- f) Provide copies of relevant files and meeting packets to GNRC.

**SECTION B. TERM OF CONTRACT**

The Parties agree that this Contract will be effective for the period beginning on July 1, 2025 (“Effective Date”) and ending on June 30, 2026 (“Term”). Neither party will have any obligation to the other for fulfillment of the Contract outside the Term.

**SECTION C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Compensation.** The CLIENT agrees to pay GNRC in the amount of \$23,322.60 for services described in Part A to this Contract. Such payment will be considered the program subscription fee for the term of the Contract. Any additional compensation must be authorized through the issuance of “Task Orders” as described in C.2 which will be effective only upon approval of both the CLIENT and GNRC. It is understood that the program subscription fee is a discounted rate provided because CLIENT is a member of GNRC and that an essential element of the consideration of this Contract is that the CLIENT remains a fully paid GNRC member in good standing
- C.2. Additional Task Orders.** At the request of the CLIENT, GNRC shall submit a proposal and cost estimate for special projects not covered in the Scope of Services provided in Part A. Upon the approval by both Parties the proposed scope and fee, a Task Order shall be issued the CLIENT and made part of this contract. The Task Order shall identify the anticipated deliverables, compensation amount, and invoice procedures. All Task Order work shall be conducted within the effective period of this contract.
- C.3. Invoice Procedure.** GNRC shall invoice the CLIENT for the subscription fee identified in C.1. as a lump sum following approval of this contract. Invoices shall be submitted to the party identified in D.2. The invoice procedures for fees associated with Task Orders shall be identified in the approved Task Order.

**SECTION D. STANDARD TERMS AND CONDITIONS:**

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

**The CLIENT:**  
 KERRY MCCARVER  
 CHEATHAM COUNTY  
 350 FREY STREET  
 ASHLAND CITY, TN 37015  
 EMAIL: KERRY.MCCARVER@CHEATHAMCOUNTYTN.GOV  
 PHONE #: 615-792-4316

**GNRC:**

MICHAEL SKIPPER, EXECUTIVE DIRECTOR  
GREATER NASHVILLE REGIONAL COUNCIL  
44 VANTAGE WAY, SUITE 450  
NASHVILLE, TN 37228  
EMAIL: MSKIPPER@GNRC.ORG; CC: CONTRACTS@GNRC.ORG  
PHONE # 615-880-3540

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

- D.3. Modification and Amendment.** This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and the bylaws of the Parties.
- D.4. Termination for Convenience.** Either Party may terminate this Contract for convenience without cause for any reason upon 30 days' written notice before the termination date. A termination for convenience will not be deemed a breach of contract by either Party. GNRC will provide the CLIENT with any outstanding deliverables and records prior to the effective date of the termination. If the effective date of any termination for convenience occurs prior to the beginning of the second half of the Contract term identified in Section B, the CLIENT will be entitled to a refund of 50 percent of the paid subscription fee. A termination for convenience made by the CLIENT during the second half of the term will not be eligible for a refund.
- D.5. Termination for Cause.** If either Party fails to properly perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.
- D.6. Assignment and Subcontracting.** GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, GNRC will be the prime contractor and remain responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling GNRC's obligations under this Contract.
- D.7. Conflicts of Interest.** GNRC agrees that no part of the total Contract amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.

- D.8. Nondiscrimination.** GNRC agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records.** GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.
- D.10. Strict Performance.** Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- D.11. Independent Contractor; No Third-Party Beneficiary.** The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.12. Tennessee Department of Revenue Registration.** GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.13. Suspension and Debarment.** GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.14. Force Majeure.** The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care

including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.15. State and Federal Compliance.** The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.17. Entire Agreement.** This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.18. Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- D.19. Headings.** Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.20. Incorporation of Additional Documents.** Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with attachments and exhibits.
- D.21. Insurance.** GNRC will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- D.22. Ownership of Deliverables.** Provided GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of

Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.

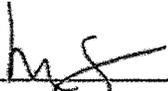
**D.23. Intellectual Property and Other Property Rights.** GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.

**D.24. Cost Sharing Allowance.** The CLIENT understands that this contract is part of a regional cost sharing program created for and funded by participating member governments. Revenue from this contract may be pooled with funding provided by other member governments seeking similar services. Further, the CLIENT understands funding provided to GNRC by the CLIENT as a result of this contract may be used to satisfy non-federal matching requirements of associated state and federal grant programs which are made available by GNRC to share in the costs of delivering or supplementing the scope of services identified in Part A of this contract.

[THE REMAINDER OF THIS PAGE LEFT BLANK]

**AGREED,**

**GREATER NASHVILLE REGIONAL COUNCIL**



---

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

7/1/2025

DATE

**CHEATHAM COUNTY**

---

KERRY MCCARVER, COUNTY MAYOR

DATE

RESOLUTION: 10 (E)

RESOLUTION TITLE: To Confirm Mayor's Appointment Of Mike Russell To Replace Bill Herbert, Sr. To The E-911 Board

DATE: September 15, 2025

MOTION BY: Mr. Bill Powers

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

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's appointment of Mike Russell to replace Bill Herbert, Sr. to the E-911 Board for a term ending 12/31/2025 is approved.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
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

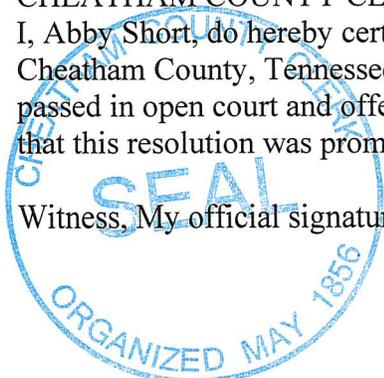
CHEATHAM COUNTY MAYOR'S REMARKS:

\_\_\_\_\_  
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 19<sup>th</sup> day of September 2025.



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

RESOLUTION: 11

RESOLUTION TITLE: Resolution Approving A Real Property Purchase Agreement With The Cheatham County Board Of Education For The Purchase Of Land Currently Used For An Emergency Medical Services Station And Authorizing The County Mayor To Execute Such Documents And Instruments As May Be Necessary To Complete Such Purchase

DATE: September 15, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Cheatham County Board of Education has previously leased certain real property to Cheatham County for use as an Emergency Medical Services station (“EMS Site”); and

WHEREAS, the Cheatham County Board of Education has agreed to sell the EMS Site to Cheatham County; and

WHEREAS, the form of the agreement between the Cheatham County Board of Education and Cheatham County for the purchase of the EMS Site is attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of Cheatham County, Tennessee, meeting in regular session on this 15<sup>th</sup> day of September, 2025, in the General Sessions Courtroom at the Cheatham County Courthouse in Ashland City Tennessee, that;

SECTION 1. The Real Property Purchase Agreement for the EMS Site in substantially the form attached hereto as Exhibit A is approved.

SECTION 2. The County Mayor is authorized to execute the herein approved Real Property Purchase Agreement along with such other documents and instruments as may be necessary or convenient to effectuate the contemplated purchase.

SECTION 3. This Resolution shall be effective upon its passage and approval, the public welfare requiring it.

Adopted this 15<sup>th</sup> day of September, 2025.

APPROVED: County Mayor

ATTEST: County Clerk

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a long, sweeping horizontal stroke that extends to the right. The signature is positioned over two horizontal lines, one above the other, which serve as guides for the 'APPROVED' and 'ATTEST' fields.

EXHIBIT A

Real Property Purchase Agreement

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

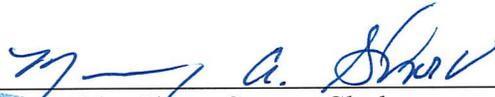
CHEATHAM COUNTY MAYOR’S REMARKS:

\_\_\_\_\_  
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 19<sup>th</sup> day of September 2025.

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



---

## REAL PROPERTY PURCHASE AGREEMENT

---

This Agreement made effective this \_\_\_\_ day of \_\_\_\_\_, 2025, among **CHEATHAM COUNTY BOARD OF EDUCATION**, a Tennessee governmental entity (the "Seller"), and **CHEATHAM COUNTY TENNESSEE**, a Tennessee governmental entity ("Buyer").

**WHEREAS**, Seller owns that certain real property located in Cheatham County, Tennessee; and

**WHEREAS**, Buyer wishes to purchase a portion of that real property (the "Property") as further described in the legal description attached hereto as Exhibit A subject to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, Seller and Buyer hereby agree as follows:

1. **Purchase and Sale of Property.** Subject to the terms and conditions hereof, on the Closing Date (as defined herein), Seller shall sell, transfer, convey, assign and deliver to good and marketable title to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Ten Dollars (\$10.00) cash paid in hand (the "Purchase Price"). The Purchase Price shall be paid on the Closing Date.

3. **Additional Closing Costs and Expenses.** Buyer shall be responsible for all closing costs and expenses associated with this sale of the Property including, but not limited to, all closing costs, attorney's fees, document preparation fees, commissions to real estate agents, transfer taxes, recording fees, costs to enact any legally required subdivision of the Property, and the cost of title insurance.

4. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that Seller has the power and authority to execute, deliver and perform this Agreement, and the other instruments and documents required or contemplated herein. The execution, delivery and performance of this Agreement, and such other instruments and documents by Seller will not result in any violation by Seller of any law, rule or regulation applicable to Seller or the Property.

5. **Title.** On the Closing Date, Seller will have and convey to Buyer, title to all the Property.

6. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller that Buyer has the power and authority to execute, deliver and perform this Agreement, and the other instruments and documents required or contemplated hereunder. Such



Attn: Director of Schools

If to Buyer: Cheatham County, Tennessee

\_\_\_\_\_  
\_\_\_\_\_  
Attn: Office of the Mayor

This Agreement cannot be changed or terminated orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the proper party. This Agreement and the transactions contemplated hereby may be terminated and abandoned at any time prior to the Closing Date by mutual written agreement of the parties hereto. In the event of any termination permitted by the preceding sentence, the parties hereto shall have no liabilities pursuant to this Agreement to the other party hereto. Buyer hereby submits to the jurisdiction of the courts of Cheatham County, Tennessee in respect of the interpretation and enforcement of the provisions hereof and of the document referred to herein. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, and may not be assigned by either party without the prior written consent of the other. This Agreement and the Exhibits attached hereto, the Schedules delivered pursuant hereto and the other writings specifically identified herein or contemplated hereby contain the entire agreement among the parties hereto with respect to the transactions contemplated herein and supersede all previous written or oral negotiations, commitments and writings. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. This Agreement may be executed in two or more counterparts, and all such counterparts shall constitute one and the same instrument. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Time is of the essence of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**SELLER:**

**CHEATHAM COUNTY BOARD OF  
EDUCATION**

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

**BUYER:**

**CHEATHAM COUNTY TENNESSEE**

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

**Exhibit A**

**Legal Description of the Property**

RESOLUTION: 12  
RESOLUTION TITLE: To Authorize The Following Surplus Items For The Highway Department  
DATE: September 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 15<sup>th</sup> day of September, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following surplus items for the Highway Department:

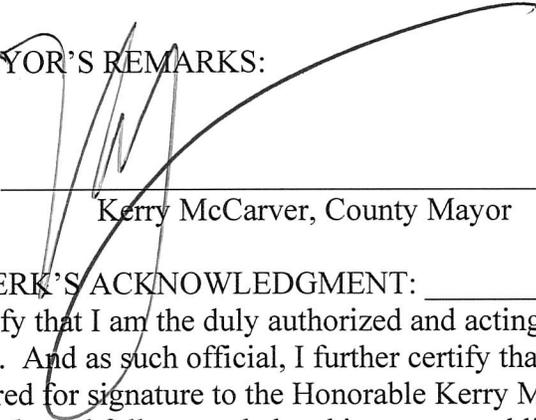
**Department: Highway Department**

1. International Navistar 7100  
VIN: 1HSHANHN2MH311926  
Miles: 382,831  
Year: 1991  
Purchase Date: 5/16/2012  
Price: \$3,500  
Vendor: Abernathy Truck Salvage Inc
  
2. Hyster 15 Ton Drop Deck Trailer  
Purchase Date: 9/20/2012  
Price: \$2,450  
Vendor: L&L Equipment Sales, LLC

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

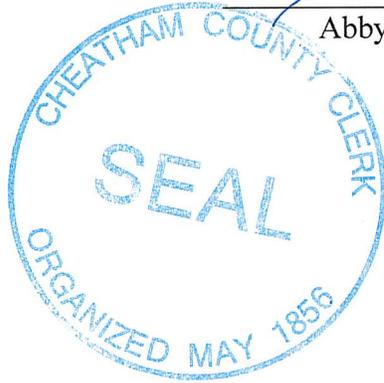
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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 19<sup>th</sup> day of September 2025.



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



RESOLUTION: 13

RESOLUTION TITLE: Special Recognition Of Every Organization, Group, Landowner, And Citizen Of Cheatham County Who Fought Against TVA In Cheatham County

DATE: September 15, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the special recognition of every organization, group, landowner, and citizen of Cheatham County who fought against TVA in Cheatham County with phone calls, signs, petitions, parades, banners, attending meetings here at home and traveling to TVA meetings, for working with attorneys and news reporters, for spending countless hours and their own money to preserve Cheatham County's rural land and present along with the Special Recognition to John Rich at the December meeting.

RECORD: Approved by voice vote

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

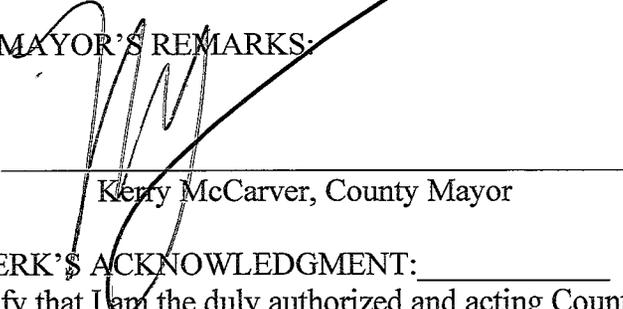
Chris Gilmore

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 19<sup>th</sup> day of September 2025.

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



RESOLUTION: 14  
RESOLUTION TITLE: Consent Calendar  
DATE: September 15, 2025  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 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

*Pamela J. Armstrong*  
*Susan Manor*  
*Terry L. Spence*

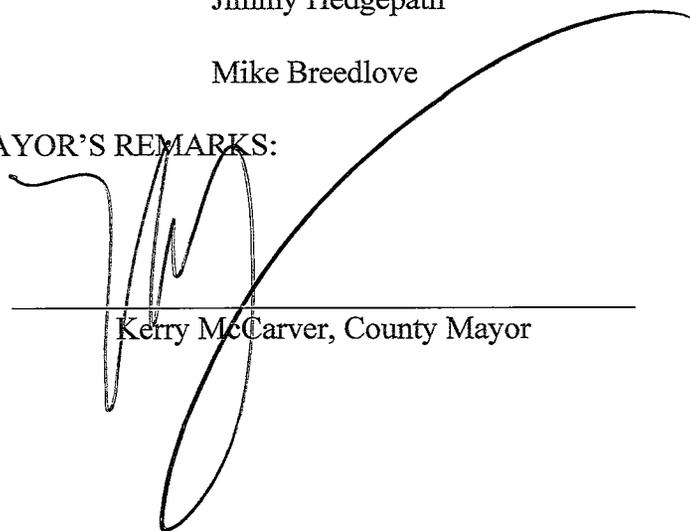
*Stefanie Hutchens*  
*Paige Denney Sanders*

*Marietta R. Jarrett*  
*Esmeralda Sandoval*

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 19<sup>th</sup> day of September 2025.

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



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

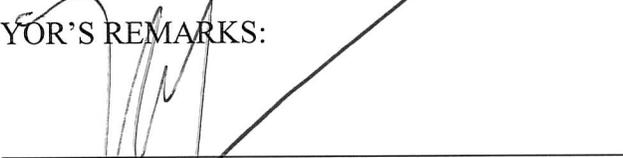
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15<sup>th</sup> day of September 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 7:07 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 19<sup>th</sup> day of September 2025.

  
Abby Short, County Clerk

