

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**December 20, 2021**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on December 20, 2021 in Regular Session. Chairman Mr. Donnie Jordan and County Clerk Ms. Teresa Gupton presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

**COUNTY COMMISSIONERS**

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

Chairman Mr. Donnie Jordan stated there has been a change in the agenda. The Cheatham County Zoning Appeals Board and the County Commission Industrial Development Board will be removed and will be brought forward in the January Meeting due to incorrect term dates. Mr. Donnie Jordan also stated a recognition for Don Moser will be added.

Mr. Ed Greer thanked the Sheriff's Department, EMS, Highway Department, Solid Waste, Animal Control, and the Building Commissioner for helping everyone affected by the tornado that struck Highway 70 on December 11, 2021.

Chairman, Mr. Donnie Jordan announced the passing of 3<sup>rd</sup> District Commissioner Ms. Connie Mayo's son.

**PUBLIC FORUM:** Chairman Mr. Donnie Jordan opened Public Forum at 6:06 P.M.

Chrissy Duke Henderson introduced herself as a candidate running for the Register of Deeds Office.

Public Forum closed at 6:07 P.M.

**THE MEETING WAS CALLED TO ORDER** by Sheriff Mr. Mike Breedlove at 6:07 P.M

Invocation was offered by Mr. David Anderson.

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

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

Motion was made by Mr. Walter Weakley, seconded by Mr. Chris Gilmore to approve the December 20, 2021 Legislative Body Meeting Agenda as amended.

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

Motion was made by Mr. Tim Williamson, seconded by Mr. David Anderson to approve the Minutes from the November 15, 2021 Regular Session and November 30, 2021 Special Called Session Legislative Body Meeting.

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

#### UNFINISHED BUSINESS

Motion was made by Mr. Walter Weakley seconded by Mr. Eugene O. Evans, Sr., to approve as amended the Resolution authorizing an election on the question of permitting the sale of alcoholic beverages on the premises in Cheatham County.

- County Attorney Mr. Michael Bligh stated it would be on the November 8, 2022 ballot.

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

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

**PUBLIC HEARING:** Chairman Mr. Donnie Jordan opened Public Hearing at 6:15 P.M. The following was advertised to be heard:

1. *Jeremy Kerley requesting a Zone Change from R1 to C3 for Map 43, Parcel 103.6. Property is located at 2701 Hwy 12 N., in the 4<sup>th</sup> Voting District, and is not in a Special Flood Hazard Area.*
2. *Ronnie Brown requesting a Zone Change from C2 to Agriculture for Map 16, Parcel 23 and Parcel 23.01. Property is located on Mosley Ferry Rd., in the 4<sup>th</sup> Voting District, and is not in Special Flood Hazard Area.*

3. *Corey Boone requesting a Zone Change from Agriculture to E1 for Map 56, Parcel 5.03. Property is located 2701 Hwy 49 W., in the 5<sup>th</sup> Voting District, and is not in Special Flood Hazard Area.*

No one spoke for or against these changes.

Public Hearing Closed at 6:16 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to approve the following:

- A.) *The Zone Change request for Jeremy Kerley, from R1 to C3, for Map 43, Parcel 103.6. Property is located at 2701 Hwy 12 N., in the 4<sup>th</sup> voting district and is not in a Special Flood Hazard Area.*
- B.) *The Zone Change request for Ronnie Brown, from C2 to Agriculture, for Map 16, Parcel 23 and Parcel 23.01. Property is located on 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 10 Yes 0 No 2 Absent. See Resolution 5.

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

Motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. Tim Williamson to approve the Zone Change request for Corey Boone from Agriculture to E1 for Map 56, Parcel 5.03. Property is located at 2701 Hwy 49 W., in the 5<sup>th</sup> voting district, is not in a Special Flood Hazard Area.

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 6.

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

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

- A.) *The Mayor's appointment to 911 Board for a term beginning 01/01/2022 and ending 12/31/2025*
- B.) *The Mayor's signature on Jarrett Fire Contract and Addendum for fire Alarm System*
- C.) *Resolution authorizing the Mayor to enter into letters of intent in connection with the sale or lease of Certain County Property*

- D.) *The Mayor's signature on Novatech copier agreement for Building and Codes – This is contingent upon attorney final approval*
- E.) *The Mayor's signature on Stryker Contract for EMS – This is contingent upon attorney final approval and Public Notice*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 7.

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

Motion was made by Mr. Gary Binkley, seconded by Mr. Eugene O. Evans, Sr., to recognize Don Moser for his years of work and service with Cheatham County Animal Control.

Motion approved by voice vote 2 Absent. See Resolution 8.

County Mayor, Mr. Kerry McCarver wished everyone a Merry Christmas.

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

- A.) *Budget Amendments - County General*
- B.) *Budget Amendments – Other Capital Projects - Vehicles*
- C.) *Budget Amendments – Education Debt Service*
- D.) *Budget Amendments – General Purpose School*
- E.) *Budget Amendments – Surplus – Highway/Public Works*
- F.) *EMS Equipment*
- G.) *E911 Training Pay*
- H.) *Sheriff's Department Salary Scale Correction*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 9.

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

CALENDAR RULES AND NOMINTATING - Chairman Donnie Jordan presented, motion was made by Mr. David Anderson, seconded by Mr. Eugene O. Evans, Sr., to appoint Wade Reed, Kenneth Smith, and Diana Lovell to the Ag Committee for a two-year term.

Motion approved by voice vote 2 Absent. See Resolution 10.

Emergency Management Director, Edwin Hogan gave a preliminary damage assessment on the tornado damage from December 11, 2021. Mr. Hogan wanted to thank the Sheriff's Department, EMS, Highway Department, Dickson Electric, Kingston Springs Fire, Pegram Fire, and Dickson EMS for helping everyone affected by the tornado.

Mr. Edwin Hogan also asked those in the community that have been affected by this tornado to keep the right of way cleared for power, electric, and water to be restored by the utility companies.

### CONSENT CALENDAR

Motion was made by Mr. Tim Williamson, seconded by Mr. Gary Binkley to approve the following consent agenda:

*Consent / Information:*

- |   |                             |
|---|-----------------------------|
| 1. <i>Education:</i>                          | <i>In Budget</i>            |
| 2. <i>UT. Extension</i>                       | <i>Report</i>               |
| 3. <i>Veterans Report</i>                     | <i>No Report</i>            |
| 4. <i>Building &amp; Codes</i>                | <i>Information attached</i> |
| 5. <i>Emergency Services</i>                  | <i>No Report</i>            |
| 6. <i>County Records</i>                      | <i>No Report</i>            |
| 7. <i>Technical Committee</i>                 | <i>No Report</i>            |
| 8. <i>Road &amp; Bridge</i>                   | <i>No Report</i>            |
| 9. <i>Industrial Development</i>              | <i>No Report</i>            |
| 10. <i>Notes from 12/13/2021 work session</i> |                             |

### Notaries

<i>Elizabeth Lee Dawson</i>	<i>David Fortune</i>	<i>Ashlyn R. Jewell</i>
<i>Lisa D. Lawrence</i>	<i>Kimberly A. Rottero</i>	<i>Sandra Diane Sellars</i>
<i>Sunny Nichole Stevens</i>	<i>Valerie Throckmorton</i>	

Motion approved by voice vote 2 Absent. See Resolution 11.

### ANNOUNCEMENTS AND STATEMENTS

Chairman Mr. Donnie Jordan stated the next Committee Workshop Meeting will be held on the 3<sup>rd</sup> Tuesday night, and the Cheatham County Commission Meeting will be held on the 4<sup>th</sup> Monday night for the months of January 2022, and February 2022 due to holidays.

Chairman Mr. Donnie Jordan wished everyone a Merry Christmas.

Motion was made by Mr. Gary Binkley, seconded by Mr. Walter Weakley to adjourn at 6:45 P.M.

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

*Jeresa Dwyer*  
County Clerk

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



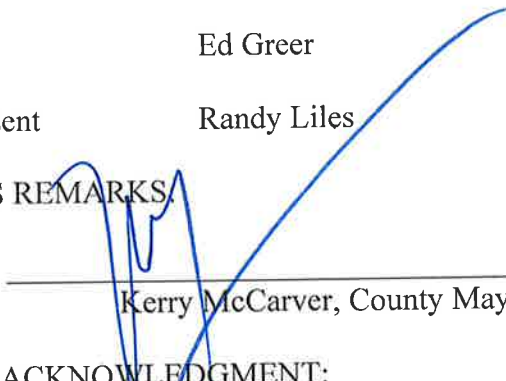
RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: December 20, 2021  
MOTION BY:  
SECONDED BY:  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being ten Commissioners present a quorum is declared.

RECORD:

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

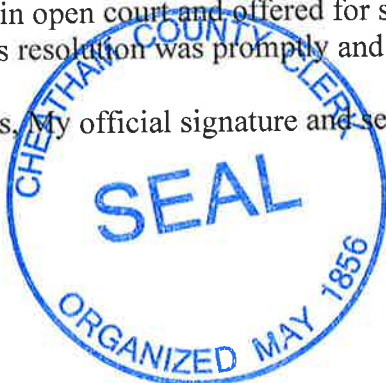
CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.



  
Teresa Gupton, County Clerk

RESOLUTION: 2  
RESOLUTION TITLE: To Approve Agenda As Amended  
DATE: December 20, 2021  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Chris Gilmore

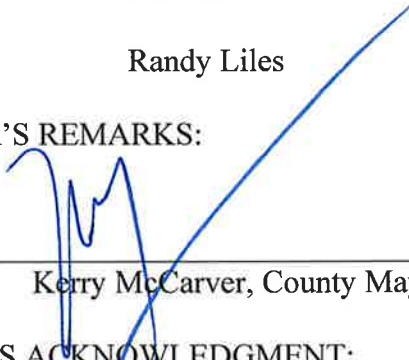
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the December 20, 2021 Legislative Body meeting is approved as amended by removing the Cheatham County Zoning Appeals Board, the County Commission Industrial Development Board until next month, and by adding a recognition for Don Moser.

RECORD: Approved by voice vote 2 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:



---

Kerry McCarver, County Mayor

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

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



Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk



RESOLUTION: 3  
RESOLUTION TITLE: To Approve Minutes  
DATE: December 20, 2021  
MOTION BY: Mr. Tim Williamson  
SECONDED BY: Ms. David Anderson

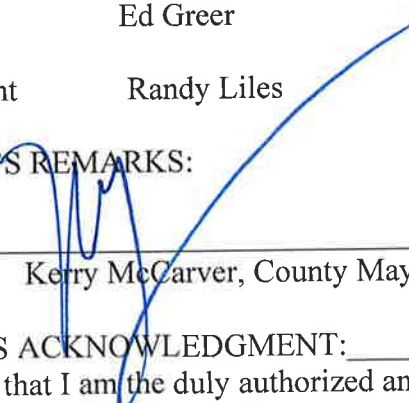
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December, 2021, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the November 15, 2021 Regular Session Legislative Body Meetings and Special Called Session November 30, 2021 Legislative Body Meetings are approved.

RECORD: Approved by voice vote 2 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk



RESOLUTION: 4

RESOLUTION TITLE: To Amend Resolution 4 Dated June 29, 2020 Titled "Authorizing An Election On The Question Of Permitting The Sale Of Alcoholic Beverages On The Premises In The Unincorporated Portions Of The County"

DATE: December 20, 2021

MOTION BY: Mr. Walter Weakley

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 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, sales of alcoholic beverages for consumption on the premises, commonly known as liquor by the drink, is not currently allowed outside of certain municipalities in Cheatham County; and

Whereas allowing liquor by the drink in additional areas of the County would make restaurants more viable outside of the municipalities that have approved liquor by the drink; and

Whereas, Tennessee Code Annotated § 57-4-103 allows the County Legislative Body to authorize the holding of an election on the question of permitting the sale of alcoholic beverages for consumption on the premises upon the adoption of a resolution by a two-thirds (2/3) vote; and

Whereas, the Cheatham County Legislative Body wishes to authorize such an election and include the referendum question on the ballot for the election to be held on November 8, 2022

BE IT THEREFORE RESOLVED that the Cheatham County Legislative Body meeting in Regular Session on this the 20<sup>th</sup> day of December, 2021 in the General Sessions Courthouse in Ashland City, Tennessee as follows:

1. By a two-thirds majority vote directs the Cheatham County Election Commission to hold a referendum on the November 8, 2022 general election ballot for the qualified voters of Cheatham County on whether or not to permit the sale of alcoholic beverages for consumption on the premises in the unincorporated area of Cheatham County and within municipalities that have not previously approved the sale of alcoholic beverages for consumption on the premises, subject to the restrictions provided in Tennessee Code Annotated Title 57, Chapter 3 and Title 57, Chapter 4;
2. That pursuant to Tennessee Code Annotated § 57-4-103(b) the question shall take the following form:

For legal sale of alcoholic beverages for consumption on the premises in Cheatham County.

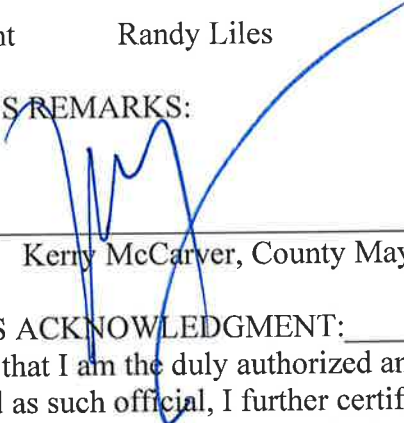
Against legal sale of alcoholic beverages for consumption on the premises in Cheatham County.

3. This resolution shall take effect from its adoption, the public welfare requiring it.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

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



RESOLUTION: 5(A)

RESOLUTION TITLE: To Approve A Zone Change Request On Property Located At 2701 Highway 12 North

DATE: December 20, 2021

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Gary Binkley

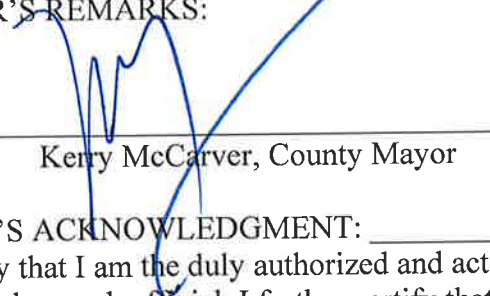
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Jeremy Kerley from R1 to C3 for Map 43, Parcel 103.6. Property is located at 2701 Hwy 12 N., in the 4<sup>th</sup> voting district, and is not in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:




---

Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk



RESOLUTION: 5(B)  
RESOLUTION TITLE: To Approve A Zone Change Request On Property Located On Mosley Ferry Road  
DATE: December 20, 2021  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Gary Binkley

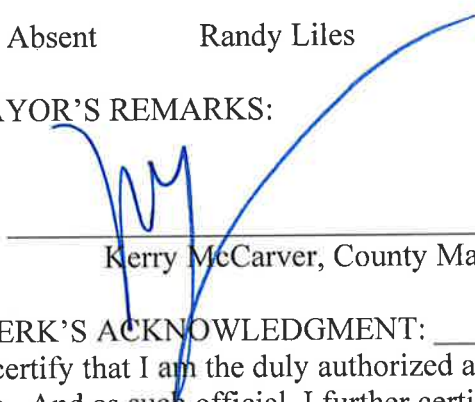
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Ronnie Brown from C2 to Agriculture for Map 16, Parcel 23 and Parcel 23.01. Property is located on Mosley Ferry Road, in the 4<sup>th</sup> voting district, and is not in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



---

Kerry McCarver, County Mayor

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

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



Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk



RESOLUTION: 6

RESOLUTION TITLE: To Approve A Zone Change Request On Property Located At 2701 Highway 49 West

DATE: December 20, 2021

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

SECONDED BY: Mr. Tim Williamson

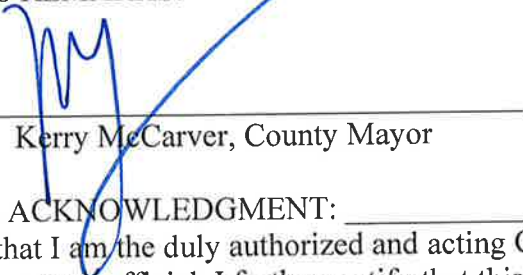
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Corey Boone from Agriculture to E1 for Map 56, Parcel 5.03. Property is located at 2701 Hwy 49 W., in the 5<sup>th</sup> voting district, and is not in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk



RESOLUTION: 7 (A)

RESOLUTION TITLE: Confirmation of Mayor's Appointee To The 911 Board

DATE: December 20, 2021

MOTION BY: Mr. David Anderson

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

COMPLETED RESOLUTION:

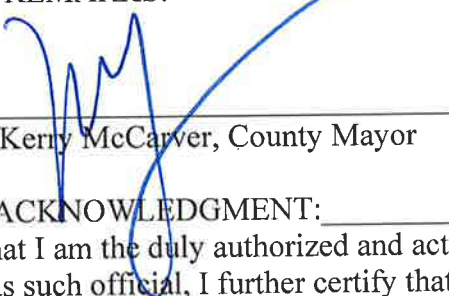
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following are appointed to the 911 Board for a term beginning January 1, 2022 and ending December 31, 2025.

1. *Bill Herbert*
2. *Adam Wright*
3. *Brian Biggs*
4. *Tiffany Holder*
5. *Allen Nicholson*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

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



RESOLUTION: 7 (B)

RESOLUTION TITLE: To Approve The Mayor's Signature On Jarrett Fire Contract And Addendum For Fire Alarm System

DATE: December 20, 2021

MOTION BY: Mr. David Anderson

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

COMPLETED RESOLUTION:

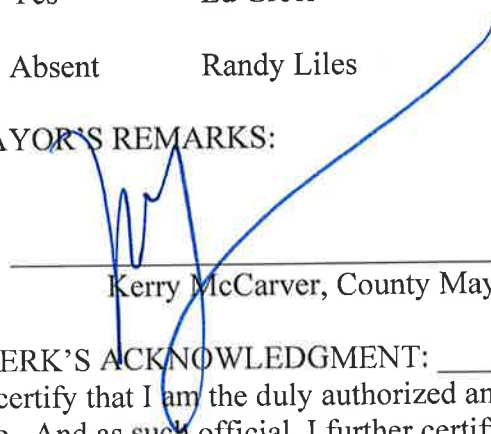
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Jarrett Fire Contract and Addendum for fire Alarm System.

*A copy of the Contract is attached.*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:




---

Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

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

Teresa Gupton, County Clerk





Opportunity Name Sycamore Complex Fire Alarm System Repair Proposal

Created Date 10/14/2021  
Prepared By Nick Alvarado

Billing Address 365 Frey Street  
Ashland City, TN 37015  
United States

Description Jarrett Fire Protection will provide the following.  
- Installation and programming of a new fire alarm control panel. ( This will include batteries, low voltage, and high voltage surge protection.  
- Installation and programing of 6 modules for the monitoring of 3 risers.  
- Installation of a cellular dialer for the monitoring of the fire system.  
- Monitoring subscription. 2021 calendar year will be prorated.

Product	Line Item Description	
Dialer	Prorated Monitoring for the remainder of the 2021 calendar year	\$83.32
Fire Alarm Control Panel	Fire Alarm Panel, Modules, & Cellular Dialer	\$2,540.00
Fire Alarm Misc.	Installation Labor	\$3,240.00
<b>Grand Total</b>		<b>\$5,863.32</b>

**THANK YOU FOR YOUR BUSINESS!**

For questions concerning this quote, please contact:  
Nick Alvarado, 615.864.5950, nalvarado@jarrettfire.com

Above information is not an invoice and only an estimate of services/goods described above.  
Material prices are current as of the proposal date & are good for 30 days.  
I hereby authorize performance of above-described work subject to all terms & conditions contained herein.  
Terms & Conditions are an integral part of this agreement.

Please confirm your acceptance of this quote by signing this document

Customer's Name	Customer's Title	Customer's Signature	Date

1106 Lebanon Pike - Nashville, TN 37210 - Office: 615-515-1270 - Fax: 615-515-1271







Licensed by the TN Department of Commerce and Insurance  
License No.: TN 2195

**JARRETT FIRE PROTECTION LLC**  
1106 Lebanon Pike  
Nashville, Tennessee 37210  
(615) 515-1290

**STANDARD FIRE ALARM AGREEMENT**

Subscriber's Name: Sycamore Square

Address: 322 Frey St., Ashland City, TN 37015 Email: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

JARRETT FIRE PROTECTION LLC (hereinafter referred to as "JFP" or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: See attached Schedule of Equipment and Services for included equipment, sale and installation charges. Passcode to software remains the property of JFP. Software programmed by JFP is the intellectual property of JFP and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. JFP's signs and decals remain the property of JFP and must be removed upon termination of this agreement.

Check if Communication System, consisting of software, radio, cellular or communication connective devices, remains the property of JFP. The agreed value of the Communication System is \$250.00.

Check if Fire Alarm System to Code:  
Initial here \_\_\_\_\_ If fire alarm system is to be installed pursuant to filed plans and specifications filed by \_\_\_\_\_ filed with and approved by Authority Having Jurisdiction [AHJ].

Check if system includes Area of Refuge two way communication system. If this service is included JFP will install, pursuant to filed and approved plans and specification with the Building Department, AHJ requirements for a two-way communication system which shall have a timed automatic telephone dial-out capability to a monitoring location or 911. The two-way communication system shall include both audible and visible signals unless otherwise directed by the AHJ. All references to the fire alarm system in this agreement shall include the Area of Refuge system.

Check if system includes In-Building Wireless Communications Systems for Emergency Responders, Signal Boosters and Bi-Directional Amplifiers (BDA), which systems require testing and service. See Schedule of Equipment and Services to determine if this service includes wireless system design, surveys, radio equipment installation, testing, coordination and permits with AHJ. All references to the fire alarm system in this agreement shall include the In-Building Wireless Communications Systems for Emergency Responders.

**NOTICE:** Unless a Fire Alarm System to Code is selected to be installed, JFP makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not JFP's responsibility to apply for any permits or fees in connection with such equipment. The law requires and JFP recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by JFP are not additional equipment which would require AHJ approval. JFP may in its sole discretion notify AHJ if JFP's services are to be terminated or have terminated or that the fire alarm system is not functioning and JFP is unable to provide monitoring or the fire alarm system is otherwise non-compliant with applicable fire codes.

**CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**  
**SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:**  
Billing shall be:  Monthly  Quarter Annually  Semi-Annually  Annually

X 1. **MONITORING CHARGES:**

Subscriber agrees to pay JFP the sum of \$ 500.00 per year for the monitoring of the FIRE ALARM system for the term of this agreement

2. **SERVICE CHARGES: (Select a or b)**

(a) Subscriber agrees to pay JFP on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay JFP for all parts and labor at the time of service. Subscriber to Initial for per call service option: \_\_\_\_\_



Jarrett Fire Protection, LLC, A Division of Jarrett Builders, Inc.  
1106 Lebanon Pike - Nashville, TN 37210 - Office 615.515.1270 - Fax 615.515.1271



(b) Subscriber agrees to pay JFP the sum of \$ \_\_\_\_\_ per month, for the term of this agreement for labor and material to service the fire alarm system for damage caused by ordinary wear and tear. Batteries, electrical surges, lightning damage, water, insects, vermin, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service.

**3. INSPECTIONS: SYSTEMS TO BE INSPECTED:**  Fire Alarm  Area of Refuge  In-Building Wireless Communication. Subscriber agrees to pay JFP the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for inspection service. If this option is selected JFP will make \_\_\_\_\_ inspection(s) of the fire alarm system per year. Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$125.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. JFP will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which JFP has no responsibility or liability.

**4. MONITORING CENTER CERTIFICATE:** Subscriber agrees to pay JFP the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected JFP will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay JFP for any inspections or required changes at JFP's then prevailing rates.

**5. RUNNER SERVICE:** Subscriber agrees to pay JFP the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for UL Runner Response Service for up to \_\_\_\_\_ Runs per year. If this option is selected JFP's Runner upon notification from Monitoring Center of any alarm, supervisory or trouble signals, to the best of JFP's ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue JFP 2 sets of all keys necessary for JFP to enter into all locked areas of Subscriber's location. Subscriber agrees to pay JFP for any additional Runs at JFP's then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once JFP is on site.

**IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY \$ \_\_\_\_\_ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.**

**6. MONITORING SERVICES PROVIDED:** Upon receipt of a fire alarm signal from Subscriber's fire alarm system, JFP or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of JFP or its Monitoring Center and JFP does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of JFP and are not maintained by JFP except JFP may own the radio network and JFP shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish JFP with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List JFP will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with JFP's notification obligation. All changes and revisions to the account information shall be supplied to JFP in writing. Subscriber authorizes JFP to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests JFP to reprogram system functions remotely, Subscriber shall pay JFP \$120.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at JFP's customary charges. JFP may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay \$225.00 per call.

**7. TERM OF AGREEMENT / RENEWALS:** The term of this agreement shall be for a period of one year. This agreement shall renew year to year hereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges for 1-5 services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

**8. INCREASES OF MONTHLY CHARGE:** After the expiration of one year from the date hereof JFP shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

**9. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY:** All equipment and material installed by JFP shall remain Subscriber's personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by JFP.

**10. EQUIPMENT LIMITED WARRANTY:** In the event that any part of the equipment becomes defective, JFP agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. JFP reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. JFP's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. JFP is not the manufacturer of the equipment and other than JFP's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, JFP makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its**



Jarrett Fire Protection, LLC, A Division of Jarrett Builders, Inc.

1106 Lebanon Pike - Nashville, TN 37210 - Office 615.515.1270 - Fax 615.515.1271



merchantability, or its fitness for any particular purpose, and JFP shall not be liable for consequential damages. JFP does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. JFP expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than JFP. JFP shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by JFP shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on JFP's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that JFP has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for JFP's breach of this agreement or negligence to any degree under this agreement is to require JFP to repair or replace, at JFP's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If JFP is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement.

**11. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** JFP shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including JFP's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of JFP, JFP shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay JFP the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of JFP on less than 24 hour notice to JFP. If installation is delayed for more than one year from date hereof through no fault of JFP, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. JFP is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in JFP's sole discretion for the installation and service of the equipment, and JFP shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.

**12. REPAIR SERVICE:** The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify JFP if any equipment is in need of repair. JFP shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, JFP shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m.

**13. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by JFP.

**14. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse JFP for any fees or fines relating to permits, code compliance or false alarms. JFP shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should JFP be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay JFP for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of JFP assigned by JFP to perform any service for or on behalf of Subscriber for a period of two years after JFP has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, JFP shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with JFP, times twelve, together with JFP's counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which JFP is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons JFP requiring any services or appearances, Subscriber agrees to pay JFP \$150 per hour for such services and appearances. Subscriber shall reimburse JFP for any Monitoring Center charges for excessive signals.

**15. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless JFP, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by JFP's performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against JFP or JFP's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of JFP, which shall not unreasonably be withheld. JFP shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

**16. EXCULPATORY CLAUSE:** JFP and Subscriber agree that JFP is not an insurer and no insurance coverage is offered herein. The fire alarm and JFP's services are designed to detect and reduce certain risks of loss, though JFP does not guarantee that no loss or damage will occur. JFP is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by JFP's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct. Subscriber releases JFP from any claims for contribution, indemnity or subrogation.



Jarrett Fire Protection, LLC, A Division of Jarrett Builders, Inc.

1106 Lebanon Pike - Nashville, TN 37210 - Office 615.515.1270 - Fax 615.515.1271



**17. INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and JFP is named as additional insured and which shall cover any loss or damage JFP's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or JFP's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. JFP shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against JFP and its subcontractors for loss or damages caused by perils intended to be detected by JFP's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**18. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF JFP AS A RESULT OF JFP'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF JFP'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT JFP'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE JFP'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH JFP'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

**19. LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by JFP, the payments to be made by the Subscriber for the term of this agreement form an integral part of JFP's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix JFP's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to JFP, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

Additionally, in the event JFP retained ownership of the communication system and Subscriber breaches this agreement JFP may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the agreed value of the communication system. JFP may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against JFP in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. In order to secure all indebtedness or liability of Subscriber to JFP, Subscriber hereby grants JFP a security interest in all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand and JFP may execute and file UCC-1 statement. The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by JFP against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST JFP ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, UNDER ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision you are waiving your right to a trial before a judge or jury, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Tennessee, except for arbitration which is governed by the FAA and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where JFP's principal place of business is located or Nassau County, New York.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

**20. JFP'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that JFP is authorized and permitted to subcontract any services to be provided by JFP to third parties who may be independent of JFP, and that JFP shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints JFP to act as Subscriber's agent with respect to such third parties, except that JFP shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to JFP's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of JFP.

**21. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH:** Subscriber shall notify JFP in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event JFP discovers the presence of suspected asbestos or other hazardous material JFP shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate JFP for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If JFP, in its sole discretion, determines that continuing the work poses a risk to JFP or its employees or agents, JFP may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate JFP for all services rendered and material provided to date of termination. JFP shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall JFP be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. JFP shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

**22. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or



Jarrett Fire Protection, LLC, A Division of Jarrett Builders, Inc.

1106 Lebanon Pike - Nashville, TN 37210 - Office 615.515.1270 - Fax 615.515.1271



other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.**

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

Dated:

SUBSCRIBER: \_\_\_\_\_

Subscriber: Signature by Authorized Officer

Print Name \_\_\_\_\_

Tax ID or EIN



Jarrett Fire Protection, LLC, A Division of Jarrett Builders, Inc.  
1106 Lebanon Pike - Nashville, TN 37210 - Office 615.515.1270 - Fax 615.515.1271

### ADDENDUM

This Addendum is executed this the \_\_\_ day of \_\_\_\_\_ 2021 by and between **Cheatham County, Tennessee** ("County") and **Jarrett Fire Protection LLC** ("Vendor")

1. Order of Precedence. County and Vendor have entered or are entering into an agreement for goods and/or services. This Addendum modifies such agreement and shall control over any contrary terms in the agreement and any other contract or document the parties have previously executed or hereafter execute. No document provided by Vendor shall control over the terms herein unless it specifically amends this Addendum, and such document is executed by both parties with proper authorization. This Addendum contains terms material to the agreement and the County is only authorized to enter into the agreement in conjunction with this Addendum.
2. Maximum Contract Term. The total term of the agreement, including extensions, shall not exceed five (5) years. In the event products or services continue to be provided following the expiration of the agreement, the County shall have the right to terminate the relationship upon giving thirty (30) days' notice. The County shall remain liable for products and services actually provided through the date of termination. The foregoing shall not be interpreted to prevent the parties from entering into sequential agreements that cumulatively exceed five (5) years.
3. Delays. Any provisions entitling Vendor to payment from County based on delays in performing services or delivering goods will be limited to Vendor's reasonable costs incurred as a result of such delay.
4. Indemnification. In no event will the County indemnify or hold Vendor harmless from or against claims and/or damages, however defined, regardless of the nature of the liability, claim, or expense.
5. Insurance. County is not required to maintain any type or amount of insurance and will not name Vendor as an additional insured on any policy of insurance. County does not waive any right of subrogation it or any insurance carrier may have against Vendor.
6. Security Interest. County does not grant Vendor a lien or any type of security interest in any property of the County. Vendor shall have no right to file any instrument purporting to assert a lien or security interest.
7. Choice of Law and Venue. The agreement will be governed by the laws of the State of Tennessee, not including choice of law principals. Venue for any actions shall be in the state and federal courts in Tennessee.

8. Confidentiality and Public Records. The County and Vendor will maintain the confidentiality of information and records in accordance with applicable law. No provision of the agreement shall require the County to keep any information or records confidential in contravention of applicable open records laws or make disclosure subject to notice or approval of Vendor.

VENDOR

CHEATHAM COUNTY

---

---

RESOLUTION: 7 (C)

RESOLUTION TITLE: Resolution Authorizing The County Mayor To Enter Into Letters Of Intent In Connection With The Sale Or Lease Of Certain County Property

DATE: December 20, 2021

MOTION BY: Mr. David Anderson

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 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee,

WHEREAS, Cheatham County owns certain real property generally known as 1037 Thompson Road, Ashland City, Tennessee (“Property”); and

WHEREAS, the Property has been the location of the Cheatham County Highway Department and the Bus Garage for Cheatham County Schools; and

WHEREAS, the Highway Department and the Bus Garage will be relocating to new locations; and

WHEREAS, Cheatham County is interested in selling the Property; and

WHEREAS, potential purchasers of the Property may request Cheatham County to enter into a letter or intent or similar agreement (“Letter of Intent”) providing for the right to enter the Property to conduct due diligence and investigation and granting an exclusivity period for purchase of the Property; and

WHEREAS, in order to market the Property, it is in the best interest of Cheatham County to authorize the County Mayor to enter into Letters of Intent as specified herein;



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

1. The County Mayor is hereby authorized to enter into one or more Letters of Intent with potential purchasers of the Property (i) allowing such potential purchasers to access the Property; (ii) granting a period or exclusivity to purchase the property for such time as determined to be reasonable by the County Mayor; and (iii) maintaining the confidentiality of the terms of the Letter of Intent or other purchaser information to the extent permitted by law.

2. The Letters of Intent authorized hereunder may contain other nonbinding terms regarding the proposed sale of the Property.

3. Any sale of the Property and the terms thereof shall be subject to approval of the County Legislative Body.

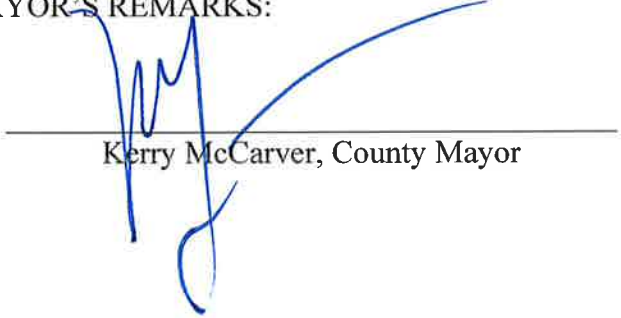
4. This resolution shall take effect upon adoption, the public welfare requiring it.

Approved this 20<sup>th</sup> day of December, 2021.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



---

Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

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



RESOLUTION: 7 (D)

RESOLUTION TITLE: To Approve The Mayor's Signature On Novatech Copier Agreement For Building And Codes

DATE: December 20, 2021

MOTION BY: Mr. David Anderson

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

COMPLETED RESOLUTION:

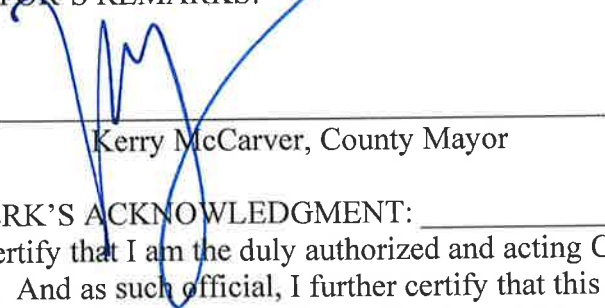
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Novatech copier agreement for Building and Codes, contingent upon Attorney approval.

*A copy of the Contract is attached.*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

*Teresa Gupton*  
Teresa Gupton, County Clerk



Image Management Agreement

NT62972



Order #	NT62972		Agreement Number:		
Customer's Full Legal Name ("You" and "Your"):			County of Cheatham		
Trade / DBA Name (if different from above):			Cheatham County Building and Codes		
Primary Street Address:	338 Frey St		Suite:		
City:	Ashland City	State:	TN	Zip Code:	37015
Phone Number:	615-840-5644	County:	Cheatham	Fed Tax ID:	
<b>Equipment Information:</b>					
Quantity	Make	Model	Description		
1	Konica Minolta	KM-C300IBundle	bizhub C300i Copier/DF-714 Doc Feed/DK-516 Copy Desk/SECURE		
See Schedule A if this box is checked					
Initial Term	Payment Includes	2,500	B&W Copies per Month	Overages Billed at	\$ 0.01180 per copy
60	Payment Includes	1,500	Color Copies per Month	Overages Billed at	\$ 0.06600 per copy
Months	Payment Includes		B&W Prints per Month	Overages Billed at	per print
	Payment Includes		Color Prints per Month	Overages Billed at	per print
Total Payment per month for Included Images* (plus applicable Tax):				\$	288.58
Payment Period is Monthly unless otherwise noted:		Monthly	Overage Billed Monthly unless otherwise noted:	Quarterly	Origination Fee: \$
NTAtech Support Service Monthly Pay Option: Customer agrees to pay \$15 per month for each item of Equipment for the Software Support described in Section 15.					
NTAtech Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of \$149.					
Managed Network Services Payment (Included in Payment) \$ for Managed Network Services (defined below)					

You acknowledge and agree that this Image Management Agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (Individuals or Businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations, and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and will neither you nor any Representative be or will be listed in any Sanctions related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

- EQUIPMENT RENTAL.** You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment.
- EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION.** We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Payment amount. However, you agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside Our normal business hours and any service, parts or supplies required by Your misuse or abuse of the Equipment, negligence, use of improper supplies, electrical or environmental problems, improper moving, extraordinary use or failure to follow the manufacturer's suggested use instructions, each as reasonably determined by Us. At Your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: (a) You shall protect the Equipment based on Your own judgment; (b) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever (including, without limitation, Our failure to provide You with Managed Network Services); and (c) if We assign this Agreement pursuant to Section 9 (i) the Assignee shall not be responsible for providing You with Software Support, other Equipment service, parts or supplies, or for any other obligations that We owe to You (even though the Assignee may, as a convenience to You, invoice You for amounts owed under this contract along with the amounts owed under this Agreement on one invoice bill and collect monies owed by You to Us); (ii) if the Equipment is unsatisfactory or if We fail to provide any service or fulfill any other obligation to You, You shall not make any claim against the Assignee and shall continue to fully perform under this Agreement; and (iii) We are not an agent of the Assignee and are not authorized to waive or alter any term of this Agreement.

**2. PAYMENTS.** Each Payment Period, You agree to pay Us, by the due date set forth on Our Invoice to You (i) the Payment, (ii) the applicable overage charges for each metered copy A print collectively called Images in excess of the applicable number of copies included in the Payment, and (iii) applicable taxes and other charges provided for herein. You agree to pay the minimum Payment amount even if You do not make the applicable number of copies in a given month. You agree that We may increase the Payment and/or the applicable overage charges once each year during the Term, by an amount not to exceed 15% per year. You shall allow Us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, You will provide Us by telephone, email, or facsimile with the actual meter readings when We so request. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then We may estimate the number of copies & prints collectively called Images made and invoice You accordingly. If 3 consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge will be assessed to You. No retroactive adjustments will be made to the estimated meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$25.00 for any returned or dishonored check or draft. The Payment may be adjusted proportionately upward or downward, as necessary, to comply with the tax laws of the state in which the Equipment is located.

**4. TERM; AUTOMATIC RENEWAL.** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Initial Term" above. You agree to pay a transitional payment equal to 1/30th of the Total Payment, for each day from and including the date You sign the Acceptance of Delivery until the day preceding the Commencement Date, unless You notify Us in writing not less than 60 days nor more than 150 days prior to the expiration of the term or any renewal term that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Term, then You shall make the Equipment available for return in accordance with Section 12. This Agreement is non-cancelable for the full Term.

**5. INDEMNIFICATION.** You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) (collectively "Claims") made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment or Our performance of any services hereunder, excluding any such Claims caused by Our gross negligence or willful misconduct. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment of Our performance of any services hereunder.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

<b>Customer: (Identified above)</b>		<b>Novatech, Inc. ("We," "Us," "Our" and "Owner")</b>	
By:	Date:	By:	Date:
X		X	
Print name:	Title:	Print name:	Title:

**6. DISCLAIMER, EXCEPT TO THE EXTENT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that this Agreement in the hands of an Assignee is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the manufacturer, which warranty rights We assign to You for the Term (provided You are not in default). You may contact Us for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or remedies.

**7. OWNERSHIP; USE AND MAINTENANCE.** You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment and shall hold Us harmless in accordance with Section 5 for any damages caused by computer viruses. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts, if any, and insurance requirements, and shall not make any permanent alterations to it. You will **keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").** With respect to any equipment designated as "Service Only", You acknowledge and agree that: (i) We do not own such equipment, (ii) such equipment is not provided or rented to You pursuant to the terms of this Agreement, (iii) the Supplier has agreed to provide service and supplies for such equipment in accordance with the terms of this Section 7, and (iv) the portion of the Payment attributable to such "service only" equipment includes payment only for the service and supplies provided by the Supplier pursuant to this Section 2 and not for the use or rental of such equipment.

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us. You agree to notify Us in writing of any loss. If a loss occurs and we have not otherwise agreed in writing, You will promptly pay to Us the unpaid balance of this Agreement, including any future payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to the present value at 2%. Any proceeds of insurance will be paid to Us and credited against the loss. You authorize Us to sign on Your behalf and appoint Us as your attorney-in-fact to endorse in Your name any insurance drafts or checks issued due to a loss.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "transfer") this Agreement, or transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such transfer, have all of Our rights and benefits but will not have to perform any of Our obligations hereunder. Any transfer by Us will not release Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our Income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay us a fee for Our administration of taxes related to the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You also agree to pay Us an Origination Fee in the amount set forth on Page 1 (or as otherwise agreed to). We may charge you a supply freight fee to cover our costs of shipping supplies to you. In connection with the expiration or earlier termination of this Agreement, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts.

**11. DEFAULT; REMEDIES.** You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Total Payments and other amounts then due and past due, (ii) all remaining Total Payments (including the Managed Network Services Payment portion of each Total Payment) for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date due at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may hereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (v) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** Upon expiration of the Term, if You do not purchase the Equipment, You will return all of the Equipment to a location we specify, at your expense, in the continental United States. The Equipment must be returned to Us in Good Condition (defined in Section 7). You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting a data security standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

**13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

**14. MISCELLANEOUS.** You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees and parties having an economic interest in this Agreement and/or the Equipment. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute a valid original and shall be admissible as evidence of this Agreement. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, e-mailed or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

**15. TROUBLE SUPPORT SERVICE.** As used herein, "Software Support" means the technical service and training for computer equipment to the Equipment, including loading print drivers, configuring scan settings, desktop fixing and troubleshooting problems including individual files, template job creation, and color matching. During the first 30 days of the Term, We will provide You with HPF App, Flyer Controller and Software Support for no additional charge. Thereafter We will continue to provide You with Software Support (a) for an additional payment of \$15.00 per month for each item of Equipment (in addition to the Total Payments and other amounts due under this Agreement) for the Term if You checked the box for "Trouble Support Service Monthly Pay Option" on Page 1 of this Agreement, or (b) at the rate of \$149 per hour if You checked the box for "Trouble Support Service Hourly Pay Option" on Page 1 of this Agreement. You acknowledge that the installation, operation, upgrade or maintenance of the Equipment or software can cause data and/or files to be accessed, deleted or damaged and You will take precautions to backup, secure and protect all software, data and removable storage media prior to requesting Us to provide any Software Support.

**16. Managed Network Services.** If the Payment Includes a "Managed Network Services Payment," then We have agreed to provide You with remote network monitoring and maintenance, network security services and other network services (collectively, the "Managed Network Services") pursuant to a separate agreement relating thereto (the "Managed Network Services Agreement"). Such Managed Network Services Agreement is separate and distinct from this Agreement and shall not affect Your obligations under this Agreement. The provision of the Managed Network Services will be governed solely by the Managed Network Services Agreement. As a convenience to You, We may provide You with one invoice covering (1) amounts owed under this Agreement, and (2) amounts owed under the Managed Network Services Agreement. If You have any dispute with Us regarding the Managed Network Services Payment or the Managed Network Services Agreement, You will continue to pay all Payments and other amounts due under this Agreement without deduction, offset or withholding of any amounts. The Managed Network Services Payment includes only the Managed Network Services and not possession, use, lease or rental of any Equipment. You and We may by written agreement add, modify or remove Managed Network Services and may modify the Managed Network Services Payment; provided that such agreement does not modify the Payment (including the Managed Network Services portion of the Payment) or any other term of this Agreement.

**RENEWAL AMENDMENT**

**AGREEMENT #  
2837790**

Amendment to Agreement # 2837790 and any future supplements/schedules thereto, between COUNTY OF CHEATHAM, as Customer and NOVATECH, INC., as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by restating the renewal provision as follows:

At the end of the initial term, this Agreement shall renew for successive Month to Month renewal term(s) under the same terms hereof unless you send us written notice between 60 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment.

By signing this Amendment, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Amendment and the Agreement, this Amendment shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

**NOVATECH, INC.**

**COUNTY OF CHEATHAM**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Signature

**X**  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

RESOLUTION: 7 (E)

RESOLUTION TITLE: To Approve The Mayor's Signature On Stryker Contract Agreement For EMS

DATE: December 20, 2021

MOTION BY: Mr. David Anderson

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

COMPLETED RESOLUTION:

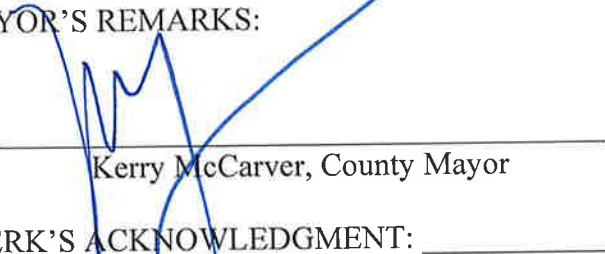
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Stryker contract agreement for EMS, contingent upon County Attorney approval as well as public notice requirements (Funding Source- 1<sup>st</sup> year TN local grant funds).

*A copy of the Contract is attached.*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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



Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk



Flex Financial, a division of Stryker Sales, LLC  
1901 Romence Road Parkway  
Portage, MI 49002  
t: 1-888-308-3146 f: 877-204-1332



Date: Nov 24, 2021

RE: Reference no:2110151869

Cheatham County, Tennessee  
3455 BELL ST  
ASHLAND CITY, Tennessee 37015

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

- Master Agreement
- Rental Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- Insurance Authorization and Verification
- State and Local Government Rider
- Addendum

**\*\*Conditions of Approval: Insurance Authorization and Verification, Federal ID, State and Local Government Rider**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

**Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)**

Your personal documentation specialist is Curtis Orr and can be reached at 269-389-1437 or by email [curtis.orr@stryker.com](mailto:curtis.orr@stryker.com) for any questions regarding these documents.

**The proposal evidenced by these documents is valid through the last business day of November, 2021.**

Sincerely,

**Flex Financial, a division of Stryker Sales, LLC**

**Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.**

Agreement No.: 2110151869

**MASTER AGREEMENT No.2110151869**



<p>Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002</p>	<p>Customer: Cheatham County, Tennessee 3455 BELL ST ASHLAND CITY, Tennessee 37015</p>
<p><b>1. Master agreement.</b> The undersigned Customer ("Customer") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "Owner") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "Equipment") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "Equipment Schedule") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "Supplier"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "Schedule") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.</p>	
<p><b>2. Risk of loss.</b> Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.</p>	
<p><b>3. Payments/fees.</b> All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "Payments". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <a href="https://www.theice.com/marketdata/reports/180">https://www.theice.com/marketdata/reports/180</a>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate.</p>	
<p><b>4. Equipment.</b> Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.</p>	
<p><b>5. Obligations absolute.</b> Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.</p>	
<p><b>6. Use/assignment/disclaimers.</b> All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. <b>CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT</b> without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "Original Owner"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. <b>AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.</b></p>	

**7. Insurance/indemnification.** Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

**8. UCC filings.** CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

**9. Taxes.**

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

**10. Facsimile copies.** Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

**11. Notices.** All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

**12. Default; remedies.** Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "**Default Interest Rate**"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

**13. Miscellaneous.** All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT.** The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer. Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

**CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.**

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



**EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2110151869  
(Equipment Rental Schedule)**

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: <b>Cheatham County, Tennessee</b> 3455 BELL ST ASHLAND CITY Tennessee 37015
--	--

**Supplier:**  
Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002

**Equipment description:** see part I on attached Exhibit A  
(and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")

**Equipment Location:**  
3455 BELL ST, ASHLAND CITY, Tennessee 37015

**Schedule of periodic rent payments:**

10 Annual payments of \$98,120.00 (First payment due 30 days after Agreement is commenced), (Plus Applicable Sales/Use Tax)

<b>Term in months:</b> 109	Minimum monthly uses: <u>n/a</u>	Fee per use: <u>n/a</u>
----------------------------	----------------------------------	-------------------------

**TERMS AND CONDITIONS**

**1. Rental agreement/term/acceptance/payments.** The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. **No acceptance of any item of Equipment may be revoked by Customer.** The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

**2. Return of equipment.** Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.

**3. Miscellaneous.** If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.

**CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:**

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



**Exhibit A to Rental Schedule001 to Master Agreement No.2110151869**

**Description of equipment**

**Customer name:** Cheatham County, Tennessee

**Delivery Location:** 3455 BELL ST, ASHLAND CITY, Tennessee , 37015

**Part I - Equipment/Service Coverage (If applicable)**

Model number	Equipment description	Quantity
99577-001957	LP15,ENSP02CO3L/12LEXNIBP	8
11141-000115	BASE- REDI-CHARGE BATTERY CHAR	8
11140-000015	POWER CORD-MLD,DOMSTR RCPT	8
11140-000052	ADAPTER- REDI-CHARGE BATTERY C	8
11171-000082	RC-4,EMSRainbowPATIENT	8
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	8
11171-000050	RAINBOW DCIP PED REUSABLE SENS	8
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE A	8
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADUL	8
11160-000013	NIBP CUFF-REUSEABLE,CHILDBAY	8
11160-000011	NIBP CUFF-REUSEABLE,INFANTBA	8
11577-000002	KIT - CARRY BAG,MAIN BAG	8
11220-000028	TOP POUCH	8
11260-000039	KIT - CARRY BAG,REAR POUCH3	8
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	48
99576-000063	LUCAS 3,3.1IN SHIPPING BOX	8
11576-000060	LUCAS BATTERY CHARGER,MAINS PL	8
11576-000071	LUCAS POWER SUPPLY WITHCORD,RE	8
11576-000080	BATTERY,LUCASDARK GRAYY	8
21996-000109	GATEWAY,WIRELESSTITANIUM US	8
11600-000030	CODE-STAT 11 DATA REVIEW SEAT	1

**Total equipment:** \$704,895.33

**Service coverage:**

Model number	Service coverage description	Quantity	Years
78000172	CODE-STAT Maint Subscrip 3 yrs	1	10.00
78000171	Lifenet Asset (Per Devlce)	16	10.00
78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - SpCO,NIBP12-Lead ECGEtCO2BT.	8	10.00
78000020	On Site Prevent for LUCAS 3,v3.1 Chest Compression Patient Straps(1) Stabilization Strap(2) Suction CupsEach Device	8	10.00

**Total service coverage:** \$276,304.67

**Total Amount:** \$981,200.00

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



**Insurance Authorization and Verification**

Date: Nov 24 2021

Schedule 001 To Master Agreement Number 2110151869

To: Cheatham County, Tennessee ("Customer")  
3455 BELL ST  
ASHLAND CITY, Tennessee 37015

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")  
1901 Romance Road Parkway  
Portage, MI 49002

**TO THE CUSTOMER:** In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer\* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, **Automobile Liability**) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY** Insurance (or, for vehicles, **Physical Damage Insurance**) in an amount **no less than the 'Insurable Value' \$704,895.33** with deductibles **no more than \$10,000.00**.

\*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

<b>Insurance agency:</b>		<b>Customer signature</b>	
<b>Agent name:</b>		<b>Signature:</b>	<b>Date:</b>
<b>Address:</b>		<b>Print name:</b>	
<b>Phone/fax:</b>		<b>Title:</b>	
<b>Email address:</b>			

\*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Curtis Orral 269-389-1437.

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

<b>Agent signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	
<b>Carrier name:</b>	
<b>Carrier policy number :</b>	
<b>Policy expiration date:</b>	

Insurable value: \$704,895.33

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 2110151869

See Exhibit A to Schedule 001 To Master Agreement Number 2110151869

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.





### State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 2110151869** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and Cheatham County, Tennessee ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.

2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.

4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.

5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



**ADDENDUM TO RENTAL SCHEDULE 001 TO MASTER AGREEMENT NO. 2110151869 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CHEATHAM COUNTY, TENNESSEE**

This Addendum is hereby made a part of the schedule described above (the "Schedule"). In the event of a conflict between the provisions of this Addendum and the provisions of the Schedule, the provisions of this Addendum shall control.

1. The following provisions hereby replace in their entirety all the provisions of section 2 of the Schedule:

"Customer will give Owner at least 90 days but not more than 180 days written notice (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to purchase or return the Equipment as provided below. If Customer elects to return the Equipment, Customer shall return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. Notwithstanding anything to the contrary contained in this Schedule, and as an alternative to returning the Equipment, Customer shall have the option ("Purchase Option") to purchase the Equipment at the end of the initial or any renewal Term, provided that: (a) Customer is not in default under this Schedule, this Agreement has not been previously terminated, and Customer pays, when due, all amounts owed by Customer hereunder; (b) Customer provides Owner with written notice of Customer's intent to exercise the Purchase Option not less than 90 days but not more than 180 days prior to the end of the Term; and (c) prior to the end of the Term, Customer pays to Owner, in addition to all other amounts owed hereunder, an amount equal to the Equipment's "Fair Market Value", plus all applicable taxes. Upon payment and fulfillment of all of the foregoing purchase conditions, at the end of the Term, title to the Equipment shall, without any further action on our part, pass to Customer on an 'AS-IS-WHERE-IS' basis without representation or warranty of any kind from Owner and this Schedule shall terminate. "Fair Market Value" will be determined by Owner based on the Equipment's in place value. If Customer doesn't notify Owner, or Customer does not pay Owner all amounts due Owner as stated above, this Schedule will automatically renew at the same Periodic Rent amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to Customer and Customer returns the Equipment to Owner, such title shall automatically, and without further action, hereby vest in Owner, and Customer hereby agrees to relinquish any subsequent Software title, purchase or use right claim. If, in connection with Owner's Software rights, licensor's consent is required, Customer will assist Owner in obtaining such consent.

2. A new Section 4 is hereby added to the end of the Schedule which shall read as follows:

**4. Upgrade.** Provided no default or event of default has occurred and is continuing under this Agreement, at any time between the thirty-sixth (36th) month and the sixtieth (60<sup>th</sup>) month of the Term, Customer shall have the option to upgrade (the "Upgrade Option") any or all of the Equipment in the event Owner releases for sale in the United States a new product model ("New Product") that replaces some or all of the Equipment (the "Superseded Equipment"). This option can be exercised by Customer one time for each Equipment line item listed on Exhibit A during the Term. The New Product must have substantially the same functionality and specification and be of equal or greater value as the related item of Superseded Equipment, all as reasonably determined by Owner. If Customer elects to exercise the Upgrade Option, Customer shall notify Owner of such election, in writing, and include in such notice a description of the Superseded Equipment. Immediately upon Customer's receipt of the New Product, Customer shall return the Superseded Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule. If the New Product's list price, as determined by Owner, is greater than 110% of the list price of the Equipment's list price when originally placed with Customer, as determined by Owner, then Owner may increase the Periodic Rent Payment of the New Product in its reasonable discretion.

If at the sixtieth (60<sup>th</sup>) month of the Term Owner has not released New Product, or Customer has not exercised the Upgrade Option, Customer shall exchange the Superseded Equipment for new Equipment of the same make and model (the "Like-Kind Equipment") as the Superseded Equipment. Immediately upon Customer's receipt of the Like-Kind Equipment, Customer shall return the Superseded Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule and the Agreement. If the Like-Kind Equipment's list price, as determined by Owner, is greater than 110% of the list price of the Equipment's list price when originally placed with Customer, as determined by Owner, then Owner may increase the Periodic Rent Payment of the Like-Kind Equipment in its reasonable discretion.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

RESOLUTION: 8  
RESOLUTION TITLE: To Approve A Special Recognition For Don Moser  
DATE: December 20, 2021  
MOTION BY: Mr. Tim Williamson  
SECONDED BY: Ms. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December, 2021, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Don Moser was a long-time resident of Kingston Springs in Cheatham County;

*Whereas*, Don Moser dedicated a portion of his life caring and nurturing animals in Cheatham County starting with his volunteer service at the Animal Control facility on Sams Creek Road starting in the spring of 2019;

*Whereas*, Don has dedicated countless volunteer hours at the facility to enrich the lives of the animals;

*Whereas*, Don has completed multiple continuing education courses in the focus on animal welfare, handling and care;

*Whereas*, Don has taken that knowledge and applied for the betterment of our local facility;

*Whereas*, Don has shared his knowledge, experience and skills with our staff to lift the level of care to each animal;

*Whereas*, Don has taken a personal interest and goal of hundreds of hours walking the dogs in our care;

*Whereas*, Don has taken the lead on transporting any animal to veterinarian appointments as well as rescues both locally and nationally to benefit animals;

*Whereas*, Don on one occasion transported two large pigs to Georgia;

*Whereas*, Don has relocated and out of Cheatham County due to health issues leaving a huge void at Cheatham County Animal Control;

*Therefore*, be it resolved, the Commission and County Mayor Kerry R. McCarver recognize the many positive impacts of the service, dedication, and life of Don Moser on Cheatham County.

RECORD: Approved by voice vote 2 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell Absent

Tim Williamson

Eugene O. Evans, Sr.

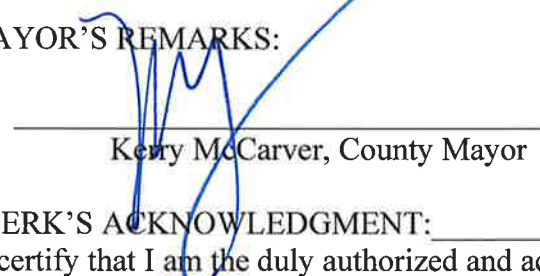
Chris Gilmore

Ed Greer

Connie Mayo Absent

Randy Liles

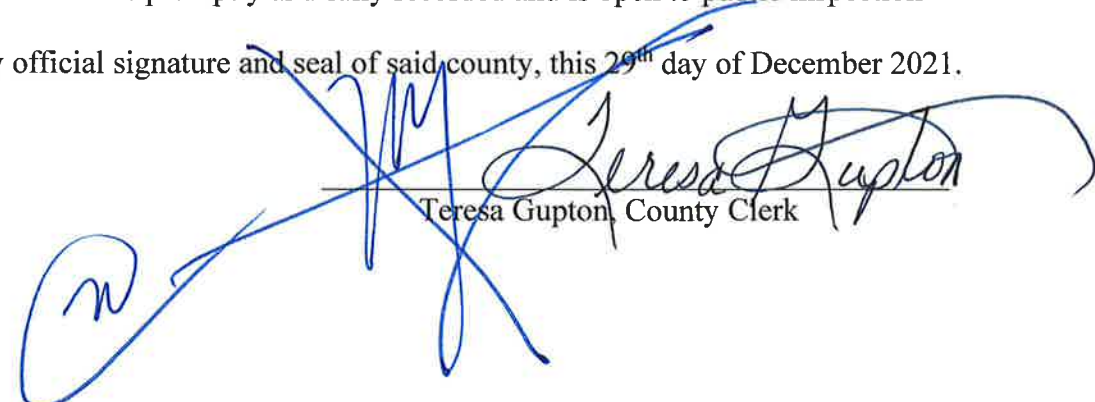
CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

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

RESOLUTION: 9 (A)

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

DATE: December 20, 2021

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments to the County General Fund:

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

---

**Litter Education/Information**

101-34725-02	Assigned for Public Safety	\$300.00	
101-55720-451	Uniforms		\$300.00

*Transfer funds from Litter Removal Grant reserve to purchase uniforms for litter patrol*

**Highway and Street Capital Projects**

101-34785-02	Assigned for Capital Projects	\$15.00	
101-91200-309	Contracts with Government Agencies		\$15.00

*Transfer funds from reserve to cover costs due to the TN Department of Transportation for the intersection project at Old Clarksville Pike and Highway 49*

**Ambulance/Emergency Medical Services**

101-34730-05	Assigned for Public Health and Welfare	\$4,349.88	
101-55130-599-01	Other Charges		\$4,349.88

*Transfer reserved funds from the State of Tennessee MCO (Managed Care Organization) Supplements Reserve to purchase two IV pumps and supplies*

**Ambulance/Emergency Medical Services**

101-34730-06	Assigned for Public Health and Welfare	\$8,995.00	
101-55130-599-02	Other Charges		\$8,995.00

*Transfer Reserved funds from the State of Tennessee ROI  
(Report of Investigation) Supplements Reserve to purchase  
a cardiac training simulator*

**NOTE: Other amendments**

---

**Cheatham County Library**

101-48130	Library Contributions	\$12,500.00	
101-56500-432-001	Library Books		\$4,000.00
101-56500-719-001	Equipment		\$6,000.00
101-56500-435-001	Office Supplies		\$2,500.00

*Transfer MOE funds from Town of Ashland City into current  
operating budget*

**County Coroner/Medical Examiner**

101-44570	Contributions and Gifts	\$200.00	
101-54610-399	Other Contracted Services		\$200.00

*Transfer a donation made by West Harpeth Funeral Home  
to transport remains via the county's transport service*

**Election Commission**

101-39000	Unassigned	\$30,582.00	
101-51500-191	Board and Committee Members Fee		\$425.00
101-51500-193	Election Workers		\$21,933.00
101-51500-196	In-service Training		\$600.00
101-51500-199	Other Per Diem and Fees		\$650.00
101-51500-302	Advertising		\$1,200.00
101-51500-336	Maintenance and Repair Services - Equipment		\$3,500.00
101-51500-348	Postal Charges		\$250.00
101-51500-349	Printing, Stationery, and Forms		\$1,500.00
101-51500-355	Travel		\$141.00
101-51500-435	Office Supplies		\$383.00

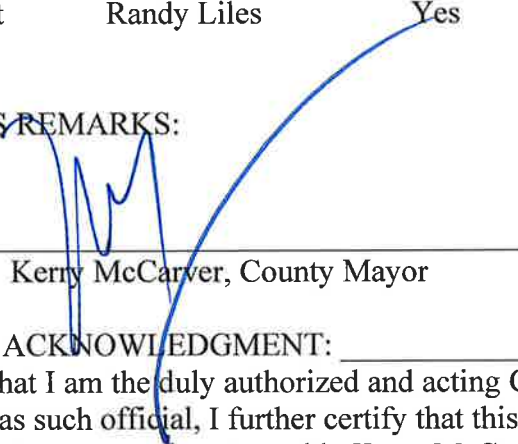
*Transfer funds from County General fund balance to cover  
the additional costs associated with the Primary Election  
that will be held in May 2022*

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

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk



RESOLUTION: 9 (B)  
RESOLUTION TITLE: To Approve The Following Budget Amendments For The Other Capital Projects - Vehicle Fund  
DATE: December 20, 2021  
MOTION BY: Mr. Tim Williamson  
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Other Capital Projects – Vehicle Fund:

**Other General Government Projects**

178-49700	Insurance Recovery	\$35,194.17	
178-91190-718-01	Motor Vehicles (Patrol Cars)		\$35,194.17

*Transfer Insurance Recovery proceeds from totaled patrol vehicles claim to purchase a replacement vehicle*

**Other General Government Projects**

178-44530	Sale of Equipment	\$9,100.00	
178-91190-718-01	Motor Vehicles (Patrol Cars)		\$9,100.00

*Transfer proceeds from November 4, 2021 auction to offset 2021-2022 patrol car expenditures*

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



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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

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



RESOLUTION: 9 (C)

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

DATE: December 20, 2021

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Education Debt Service Fund:

**Debt Service - Education**

156-34580	Restricted for Education Debt Service	\$128,605.94	
156-82130-602	Principal On Notes		\$128,605.94

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

*Budget Vote: 4 Yes 0 No 1 Absent*  
*Funding source: Education Debt Service Fund Balance*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

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



RESOLUTION: 9 (D)

RESOLUTION TITLE: To Approve The Following Budget Amendment For The General Purpose School Fund

DATE: December 20, 2021

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following budget amendment for the General Purpose School Fund is authorized:

**Transfers Out**

141-39000	Unassigned	\$62,000.00	
141-99100-590	Transfers to Other Funds		\$62,000.00

*Transfer funds from General Purpose School fund balance to Education Capital Projects fund for the Concession / Restroom Buildings Design and Engineering Services for \$62,000.00 (CMS Soccer, CMS Football, HMS Softball/Football, and KSES Soccer)*

**Education Capital Projects**

177-49800	Transfers In	\$62,000.00	
177-91300-799	Other Capital Outlay		\$62,000.00

*Transfer funds from General Purpose School fund balance to Education Capital Projects fund for the Concession / Restroom Buildings Design and Engineering Services for \$62,000.00 (CMS Soccer, CMS Football, HMS Softball/Football, and KSES Soccer)*

*Board of Education Vote: 5 Yes 0 No 1 Absent*  
*Budget Vote: 4 Yes 0 No 1 Absent*  
*Funding Source: General Purpose Fund Balance*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

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



RESOLUTION: 9 (E)  
RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Highway/Public Works Fund  
DATE: December 20, 2021  
MOTION BY: Mr. Tim Williamson  
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, and receipt proceeds of sale to the Highway/Public Works Fund: 131-44530 (Sale of Equipment) or 131-44145 (Sale of Recycled Materials):

*Department: Highway*

*Item: 1998 Western Pro Plow 7 ½ ft. snow plow  
Serial Number: B1050612  
Other: Purchased 12/11/2012 for \$1,200.00*

*Item: 1982 New Meyer snow plow  
Serial Number: Not available  
Other: Purchased 11/18/1982 for \$1,729.00*

*Item: 1984 New Meyer snow plow  
Serial Number: Not available  
Other: Purchased 10/01/1984 for \$1,700.00*

*Item: 1984 New Meyer snow plow  
Serial Number: Not available  
Other: Purchased 10/01/1984 for \$1,700.00*

*Item: 1988 New Meyer snow plow  
Model Number: HM9  
Other: Purchased 11/30/1988 for \$1,445.00*

*Item: 1988 New Meyer snow plow  
Model Number: HM9  
Other: Purchased 11/30/1988 for \$1,445.00*

*Item: Coats tire changer  
Model Number: 4040A  
Other: Item transferred from maintenance*

*Item: 2003 Western snow plow  
Model Number: UTP85  
Other: Purchased 2/13/2003 for \$4,850.00*

*Item: 2003 Western snow plow  
Model Number: UTP85  
Serial Number: 4301189  
Other: Purchased 3/13/2003 for \$4,850.00*

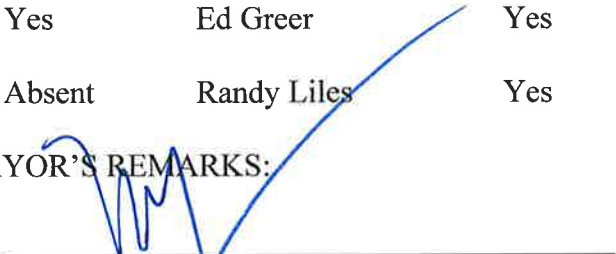
*Once approved for surplus, items will be sold for scrap metal because they are no longer working items*

*Budget Vote: 4 Yes 0 No 1 Absent  
Funding source: None*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk





RESOLUTION: 9 (F)  
RESOLUTION TITLE: To Approve The EMS Equipment Funding  
DATE: December 20, 2021  
MOTION BY: Mr. Tim Williamson  
SECONDED BY: Mr. David Anderson

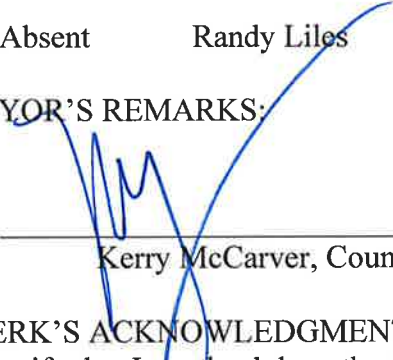
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the EMS Equipment from the Stryker Contract, to be paid for from present budget and next year to be paid for from increase in ambulance charges.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.



Teresa Gupton, County Clerk



RESOLUTION: 9 (G)

RESOLUTION TITLE: To Approve The E911 Training Pay

DATE: December 20, 2021

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. David Anderson

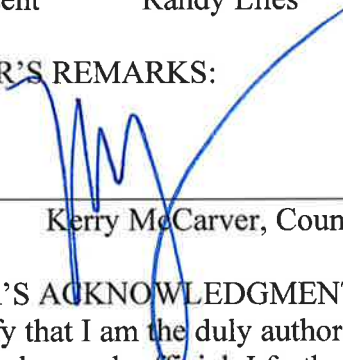
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the E911 training pay that will be funded from the present budget for the present year, the pay will provide for a 3<sup>rd</sup> trainer.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

A handwritten signature in blue ink that reads "Teresa Gupton". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Teresa Gupton, County Clerk



RESOLUTION: 9 (H)

RESOLUTION TITLE: To Approve The Sheriff's Department Salary Scale Correction

DATE: December 20, 2021

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. David Anderson

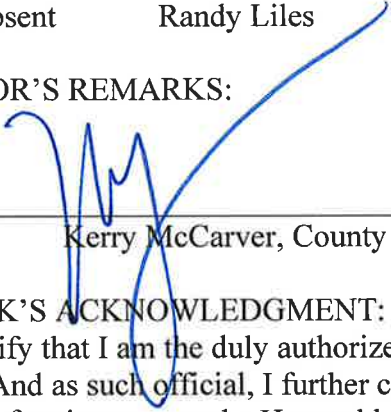
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Sheriff's Department Salary Scale Correction, in result making all clerks have the same amount in pay. This salary scale correction will require \$6,000.00 to come from the present budget.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:




---

Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

A handwritten signature in blue ink that reads "Teresa Gupton". The signature is written in a cursive style with a long horizontal flourish extending to the right.

---

Teresa Gupton, County Clerk

RESOLUTION: 10  
RESOLUTION TITLE: To Appoint Mr. Wade Reed, Mr. Kenneth Smith And Ms. Diana Lovell To the Ag Committee  
DATE: December 20, 2021  
MOTION BY: Mr. David Anderson  
SECONDED BY: Mr. Eugene O. Evans, Sr.

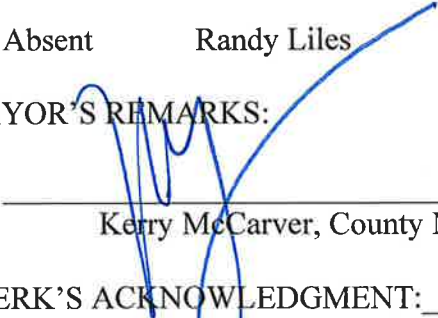
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Wade Reed, Mr. Kenneth Smith and Ms. Diana Lovell are appointed to the Ag Committee for a 2 year term beginning 1/1/2022 and ending 12/31/2023.

RECORD: Approved by voice vote 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk



RESOLUTION: 11  
RESOLUTION TITLE: Consent Calendar  
DATE: December 20, 2021  
MOTION BY: Mr. Tim Williamson  
SECONDED BY: Mr. Gary Binkley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following consent calendar and applicants for Notary Public are approved:

*Consent / Information:*

- |   |                      |
|---|----------------------|
| 1. Education:                             | No Report            |
| 2. UT. Extension                          | Report               |
| 3. Veterans Report                        | No Report            |
| 4. Building & Codes                       | Information attached |
| 5. Emergency Services                     | No Report            |
| 6. County Records                         | No Report            |
| 7. Technical Committee                    | No Report            |
| 8. Road & Bridge                          | No Report            |
| 9. Industrial Development                 | No Report            |
| 10. Notes from 12/13/2021<br>work session |                      |

Notaries

<i>Elizabeth Lee Dawson</i>	<i>David Fortune</i>	<i>Ashlyn R. Jewell</i>
<i>Lisa D. Lawrence</i>	<i>Kimberly A. Rottero</i>	<i>Sandra Diane Sellars</i>
<i>Sunny Nichole Stevens</i>	<i>Valerie Throckmorton</i>	

RECORD: Approved by voice vote 2 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell Absent

Tim Williamson

Eugene O. Evans, Sr.

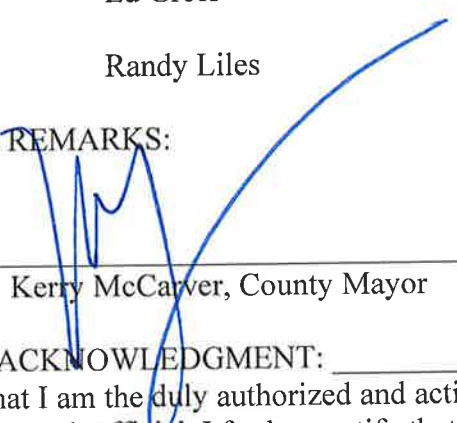
Chris Gilmore

Ed Greer

Connie Mayo Absent

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

  
Teresa Gupton, County Clerk



RESOLUTION: 12  
RESOLUTION TITLE: Adjourn  
DATE: December 20, 2021  
MOTION BY: Mr. Gary Binkley  
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20<sup>th</sup> day of December 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 6:45 P.M.

RECORD: Approved by voice vote 2 Absent.

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

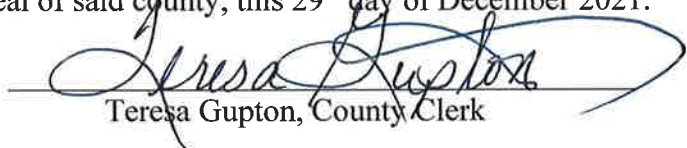
CHEATHAM COUNTY MAYOR'S REMARKS:

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

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

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

Witness, My official signature and seal of said county, this 29<sup>th</sup> day of December 2021.

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