

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
January 22, 2024

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on January 22, 2024 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

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

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

Bob Binkley announced his candidacy for Road Superintendent.

Tracy A. O'Neill, 4th District, gave information from her research of the TVA plant on Lockertsville Road and encouraged the commission to attend the meeting on February 13th at 6:00 P.M. at Cheatham Middle School.

Public Forum closed at 6:06 P.M

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

Invocation was offered by Mr. Ronnie Barron.

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

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

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to approve the January 22, 2024 Legislative Body Meeting Agenda.

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

Motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to approve the Minutes from the December 18, 2023 Regular Session Legislative Body Meeting.

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

COMMENTS FROM ELECTED OFFICIALS

County Mayor, Mr. Kerry McCarver, gave an update on the maintenance building remaining and moving the retention pond for the new jail which will remove some planned parking spaces. It was also recommended from architects to build a retaining wall for the maintenance building.

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:12 P.M.

The following was advertised to be heard:

- 1.) *Amend the Zoning Resolution of Cheatham County, Appendix A, Table I by adding General Retail Trade as a Permitted Use in the C2 Neighborhood Commercial Zoning District.*

No one spoke for or against these changes.

Public Hearing closed at 6:13 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Ms. Diana Lovell, seconded by Mr. Chris Gilmore to amend the Zoning Resolution of Cheatham County, Appendix A, Table I by adding General Retail Trade as a Permitted Use in the C2 Neighborhood Commercial Zoning District.

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

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

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

Budget Amendments – County General

Contributions to Other Agencies	\$ 25,000.00
Sheriff's Department	\$ 39,992.40
Register of Deeds	\$ 15,855.00
Ambulance/Emergency Medical Services	\$ 375.00
South Cheatham Library	\$ 50.00
Sheriff's Department	\$ 44,524.97
Sheriff's Department	\$ 14,663.40
Sheriff's Department	\$ 3,812.50
Sheriff's Department	\$ 13,675.00
South Cheatham Library	\$ 287.52
Sheriff's Department	\$ 149,000.00
Emergency Medical Services	\$ 265,800.00

Budget Vote (1/22/2024): 4 Yes 0 No 1 Absent

Funding Source: Various

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

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

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

- A.) Mayor's signature on Rutherford County Juvenile Detention Center
- B.) Mayor's signature on MBI amendment to current contract on Jail
- C.) Mayor's signature on parking agreement with the Ashland City Church of Christ
- D.) Mayor's signature on parking agreement with the Ashland City Methodist Church
- E.) Mayor's signature on State Farm lease 2-year lease extension
- F.) Mayor's signature on H&R Block lease 3-year lease extension.

Motion approved by roll call vote 9 Yes 1 No 2 Absent. See Resolution 5.

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

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh presented, motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. Mike Breedlove to approve the Wheel Tax Private Act Revision.

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

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

OTHER COUNTY OFFICIALS

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee’s monthly reports were included in the packet.

REGISTER OF DEEDS – MS. CHRISSY HENDERSON: Ms. Chrissy Henderson stated that she appreciated the help and approval of the Register of Deeds Budget Amendment.

SCHOOL BOARD – DR. CATHY BECK: Mr. Calton Blacker stated school will be closed again Tuesday due to inclement weather, with hopes of returning Wednesday. Mr. Calton Blacker stated the District Breakfast has been postponed to January 30, 2024.

Mr. Walter Weakley announced that the Lady Cubs are ranked 5th in the Tennessee Class 2-A Division.

COUNTY SERVICES

UT EXTENSION – MR. RONNIE BARRON: Mr. Ronnie Barron stated they are excited about the progress with the new office space and gave an update on some educational programs going on.

Ms. Sierra Knaus gave an update on the county wide public speaking contest and baking contest. Ms. Sierra Knaus stated the County Government Day is coming in February and the Master Gardener sign up deadline is January 23, 2024.

VETERANS SERVICE – MR. LLOYD SHARP: VSO Reports were included in the packet.

STANDING COMMITTEES

EMERGENCY SERVICES: Mr. B.J. Hudspeth stated they will meet Wednesday at 6:00 P.M. Mr. Walter Weakley stated he received 2 letters asking for donations from the Pleasant View fire Department and he has issues with them asking for money when a fire tax is paid.

CALENDAR, RULES AND NOMINATING: Mr. Chris Gilmore gave an update on the process for renaming the National Guard Armory.

County Mayor, Mr. Kerry McCarver requested consideration to recognize Mr. Arnold Simpkins. Motion was made by Ms. Diana Lovell, seconded by Mr. Chris Gilmore to recognize Mr. Arnold Simpkins.

Motion approved by voice vote 2 Absent. See Resolution 7.

County Mayor, Mr. Kerry McCarver presented a special recognition to Mr. Arnold Simpkins.

CONSENT CALENDAR

Motion was made by Mr. Walter Weakley, seconded by Mr. B.J. Hudspeth to approve the following consent Agenda:

Notaries

Misty A. Deason
Stacey L. Milliken
Verisa D. Reynolds

Robin Fortner
Gary W. Morrison, Jr.
Chloe E. Sexton


Vickie L. Jones
Michelle Nickles
Miles H. Watts

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


ANNOUNCEMENTS AND STATEMENTS: Ms. Diana Lovell stated the New Year Dinner will be held at the February meeting.

Motion was made by Mr. Calton Blacker, seconded by Mr. Walter Weakley to adjourn at 7:14 P.M.

Motion approved by voice vote 2 Absent. See Resolution 9.



County Clerk



Legislative Body Chairman



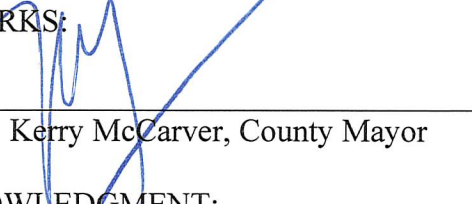
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: January 22, 2024
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Ten Commissioners present a quorum is declared.

RECORD: Approved by roll call vote 2 Absent

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

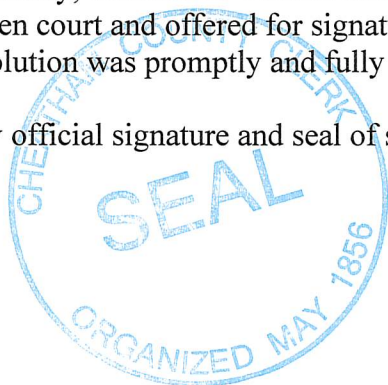
CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.




Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda
DATE: January 22, 2024
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Bill Powers

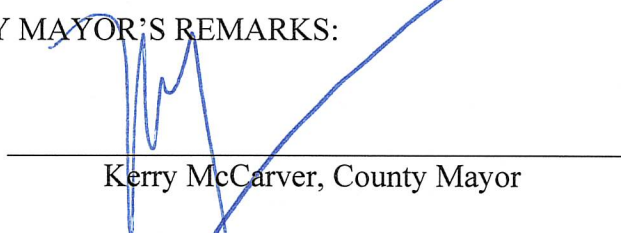
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the January 22, 2024 Legislative Body meeting is approved.

RECORD: Approved by voice vote 2 Absent

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

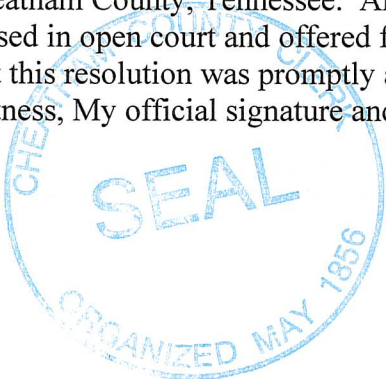
CHEATHAM COUNTY MAYOR'S REMARKS:

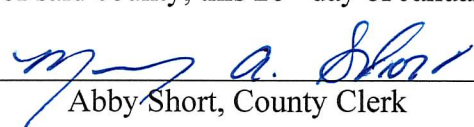


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection. Witness, My official signature and seal of said county, this 26th day of January 2024.





Abby Short, County Clerk

RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: January 22, 2024
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. B.J. Hudspeth

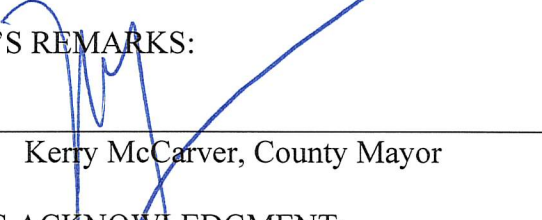
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the December 18, 2023 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

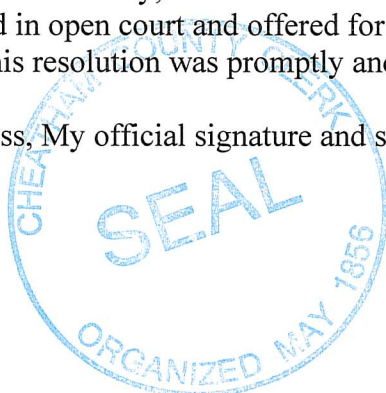


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.





Abby Short, County Clerk

RESOLUTION: 4

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

DATE: January 22, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

NOTE: The following amendments are to move funds from a reserve for purchases in the 2023-2024 fiscal year

Contributions to Other Agencies

101 – 34690 – 01	Committed for Other Purposes	\$25,000.00
101 – 58500 – 316 – 03	Contributions – Chamber of Commerce	\$25,000.00

Transfer reserved Chamber funds from fiscal year 2022-2023. Receipts for tourism expenses have been received and approved.

Sheriff's Department

101 – 34625 – 05	Committed to Public Safety	\$39,992.40
101 – 54110 – 312	Contracts with Private Agencies	\$39,992.40

Transfer funds from Prisoner Boarding Reserve to cover a five-year Axon contract for 30 cradle points. Cradle points are necessary for the officers' body cameras to operate. The former cradle points are aging out and will not operate the upgraded cameras.

Register of Deeds

101 – 34510 – 01	Restricted for General Government	\$15,855.00
101 – 51600 – 435 – 001		\$15,855.00

Transfer funds from Register of Deeds Plat Copy Reserve to purchase a replacement plat printer/scanner. The current service contract can no longer provide parts and supplies because they are obsolete and no longer available.

NOTE: Other amendments

Ambulance/Emergency Medical Services

101 – 43190 – EMS	Other General Service Charges	\$375.00
101 – 55130 – 164	Attendants	\$375.00

Transfer revenue collected for EMS service at Nashville Track Club to reimburse payroll expenses

South Cheatham Library

101 - 44570	Contributions and Gifts	\$50.00
101 - 56500 - 432 - 002	Library Books/Media	\$50.00

Transfer donations made to the South Cheatham Library to their Library Book expenditure line

Sheriff's Department

101 - 46990	Other State Revenues	\$44,524.97
101 - 54110 - 790	Other Equipment	\$44,524.97

Transfer funds received from the Violent Crime Intervention Funding (VCIF) Grant to reimburse for the purchase of law enforcement equipment

Sheriff's Department

101 - 47590	Other Federal through State	\$14,663.40
101 - 54110 - 187	Overtime Pay	\$9,000.00
101 - 54110 - 355	Travel	\$1,219.50
101 - 54110 - 790	Other Equipment	\$4,443.90

Transfer funds received from the Tennessee Highway Safety Office (THSO) Network Coordinator Grant to reimburse for overtime, travel, and the purchase of law enforcement equipment

Sheriff's Department

101 - 47590	Other Federal through State	\$3,812.50
101 - 54110 - 790	Other Equipment	\$3,812.50

Transfer funds received from the Tennessee Highway Safety Office (THSO) Network Coordinator Grant to reimburse for the purchase of law enforcement equipment

Sheriff's Department

101 - 47590	Other Federal through State	\$3,300.00
101 - 47590	Other Federal through State	\$10,375.00
101 - 54110 - 187	Overtime Pay	\$13,675.00

Transfer funds from Tennessee Highway Safety Office (THSO) Grant to expenditure line to cover payroll for county road blocks

South Cheatham Library

101 - 44146	E-Rate Funding	\$287.52
101 - 56500 - 307 - 002	Communication	\$287.52

Transfer E-Rate funding to the Communication expenditure line

Sheriff's Department

101 - 39000	Unassigned	\$149,000.00
101 - 54110 - 187	Overtime Pay	\$149,000.00

Transfer funds needed for the Interlocal Agreement with Pegram to cover payroll. These funds will be collected by fiscal year end to replenish these payroll expenses.

Emergency Medical Services

101 - 39000	Unassigned	\$265,800.00
101 - 55130 - 164	Attendants	\$265,800.00

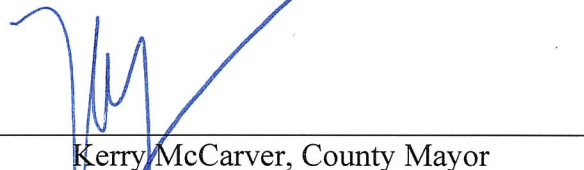
Transfer funds from fund balance to cover a payroll shortage in EMS for FY23-24 caused by employees out for illness, injury, etc. These employees are using sick or comp pay, while other current employees are working additional overtime hours to cover those shifts.

Budget Vote (1/22/2024): 4 Yes 0 No 1 Absent
Funding Source: Various

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.



Abby Short, County Clerk

RESOLUTION: 5(A)
RESOLUTION TITLE: To Approve Mayor's Signature On Rutherford County Juvenile Detention Center Contract
DATE: January 22, 2024
MOTION BY: Mr. Eugene O. Evans, Sr.
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

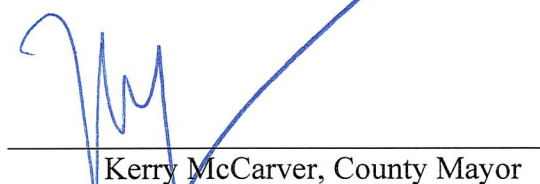
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve Mayor's signature on Rutherford County Juvenile Detention Center contract.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

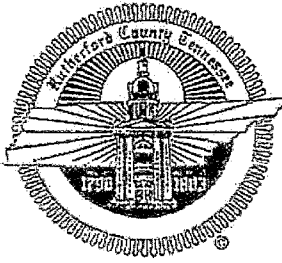
I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution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

Witness, My official signature and seal of said county, this 26th day of January 2024.



Abby Short, County Clerk





Rutherford County Juvenile Detention Center

1710 South Church Street • Murfreesboro, TN 37130 • (615) 898-7954

To: Existing & Potential Contract Counties/Agencies

From: Lynn Duke, Director

Date: December 15, 2023

Subject: New RCJDC Contracts for Detention Bed Services

I write to inform everyone beginning July 1st, 2024, the Rutherford County Juvenile Detention Center will be increasing its daily bed rate to \$200.00 per day per youth.

I am hopeful that you receive this in time to make any necessary financial corrections to your fiscal year budgets as may be required. All existing Counties/Agencies will need to sign new contracts if you wish to continue using or to have the option to use the Rutherford County Juvenile Detention Center for secure juvenile detention beds.

For Counties/Agencies who are not currently contracting with Rutherford County for secure detention beds, this is a good opportunity to add Rutherford County as an option. As you are aware, you may enter into contracts with multiple facilities to provide your juvenile court with options for reasons such as splitting up codefenants or when other contracted facilities are full.

Enclosed you will find a:

- **Contract** to sign and return – our Mayor has to sign this as well
- **Juvenile Acceptance Form** – the info we need when you call to ask for a bed
- **Consent for Emergency and Routine Medical Care** – for the Parent/Legal Guardian to sign, please send with the child upon acceptance
- **Personal Property and Medication Drop Off** – the prescribed medication and over-the-counter medication sign off section are the most important sections
- **My Child is Diabetic** – this info is tricky but important
- **RCJDC Parent Information Sheet** – please share with parents/legal guardians

Please remember that RCJDC requires a detention order, signed by your Judge, placing the youth into detention that lists the charges. As always, if you have any questions or wish to come visit with our team, feel free to reach out.

CONTRACT
BY AND BETWEEN RUTHERFORD COUNTY, TENNESSEE, BY AND THROUGH ITS
RUTHERFORD COUNTY JUVENILE DETENTION CENTER, AND
_____, **COUNTY**

This CONTRACT made and entered into on the day and date last written by and between Rutherford County, Tennessee, by and through its Rutherford County Juvenile Detention Center (hereinafter called "CENTER"), and _____ County (hereinafter called "COUNTY").

WITNESSETH

I

The CENTER shall provide detention care services for any juvenile ordered into its custody by the Juvenile Court of the COUNTY, provided there is sufficient space and resources available. Detention care services shall consist of detaining the juvenile in the CENTER and providing said juvenile with food, shelter, and supervision. The juvenile will be permitted to participate in any educational, recreational, or other programs which may be offered by the CENTER, unless the safety and/or security of the CENTER requires otherwise.

II

The COUNTY shall, at its own expense, transport the juvenile to and from the CENTER. The COUNTY agrees that it will reimburse the CENTER for any medical expenses, beyond those for normal detention care services and enumerated in Article I of this CONTRACT, incurred on behalf of said juvenile during his/her detention at the CENTER. In the event prolonged medical care is anticipated, the CENTER will notify the COUNTY of such conditions and the COUNTY shall assume responsibility for and make arrangements for such care.

III

The COUNTY shall pay the CENTER at the rate of TWO HUNDRED DOLLARS AND 00/100 (\$200.00) per day for each juvenile detained. A day shall be considered twenty-four (24) hours or any portion thereof beginning when the juvenile enters the premises of the CENTER.

IV

The COUNTY shall pay the CENTER all sums set out in Article II and III of this CONTRACT within thirty (30) days after receiving a bill for same from the CENTER; otherwise this CONTRACT shall become null and void at the option of the CENTER.

V

The COUNTY shall, upon notification by the CENTER, remove any juvenile placed by the COUNTY in the CENTER, if said juvenile becomes unruly or poses a threat to any employees or other juveniles at the CENTER.

VI

The Parties acknowledge that as governmental entities, each party is covered by the Tennessee Governmental Tort Liability Act (GTLA), T.C.A. §§ 29-20-101 et seq. Each party accepts responsibility for the acts or omissions of its own employees, officials, and agents, whether or not those acts or omissions are the result of intentional, knowing, reckless, or negligent conduct. Notwithstanding the foregoing, nothing herein waives or limits sovereign immunity under Tennessee law, including, but not limited to, the GTLA.

VII

This CONTRACT is by and between two independent governmental agencies and is not intended to and may not be construed to create a relationship of agent, servant, employee, or association. This CONTRACT does not create, nor shall it be interpreted as, creating a separate entity under any circumstances.

The employees of the CENTER and COUNTY are solely the officers, agents, or employees of the entity that hired them. Each party assumes all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each party's employees. Neither the CENTER nor the COUNTY is liable for compensation or indemnity to the other party's employee for injury or sickness arising out of the employee's employment.

The Parties agree to comply with any applicable federal, state, and local laws and regulations.

No waiver of any provision of this CONTRACT affects the right of any party thereafter to enforce any provision or to exercise any right or remedy available to it in the event of any other default.

This CONTRACT shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue of any action arising out of this Agreement shall be Rutherford County, Tennessee.

VIII

The CENTER shall comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 et seq.) ("PREA") and with all applicable PREA standards and DCS policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse in facilities owned, operated, or sub-contracted by the CENTER. CENTER acknowledges that, in addition to self-monitoring requirements, DCS will conduct announced and unannounced on-site compliance monitoring. Failure to comply with PREA, PREA standards, or relevant DCS policies may result in termination of this CONTRACT.

IX

This CONTRACT shall take effect the day and date last written. This CONTRACT expresses the entire agreement between the parties and shall remain in effect until terminated at the request of either or both parties.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed on this ____ day of _____, 20 ____.

RUTHERFORD COUNTY, TENNESSEE,
BY AND THROUGH ITS RUTHERFORD
COUNTY JUVENILE DETENTION
CENTER

By: _____
County Executive/County Mayor

Attest:

County Clerk

_____ COUNTY

By: _____
County Executive/County Mayor

Attest:

County Clerk

RESOLUTION: 5(B)
RESOLUTION TITLE: To Approve Mayor's Signature On MBI Amendment To Current Contract On Jail
DATE: January 22, 2024
MOTION BY: Mr. Eugene O. Evans, Sr.
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

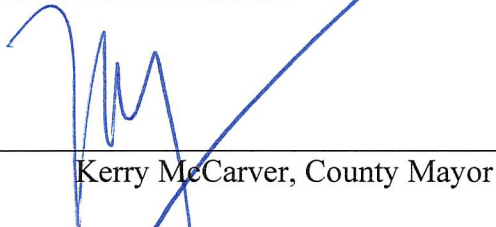
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve Mayor's signature on MBI amendment to current contract on Jail.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.

Abby Short

Abby Short, County Clerk





ADDITIONAL SERVICES AGREEMENT

TO:
(Owner or Owner / Client Representative)
Mayor Kerry McCarver

In accordance with the Agreement dated:
July 1st, 2021

BETWEEN:

the Owner / Client:
(Name and address)
Cheatham County Government
100 Public Square
Ashland, TN 37015

and the Architect:
(Name and address)
MBI Companies Inc.
299 North Weisgarber Road
Knoxville, TN 37919

for the Project:
(Name and address)
Cheatham County Jail and Courts
Renovation and Expansion
100 Public Square
Ashland, TN 37015
Comm. No. 210585

Authorization is requested to proceed with the requested Additional Services as follows:

- Additional Survey per the attached CEC Document
- Additional Site Redesign per the attached CEC Document
- Additional Coordination and Project Management as a result of the items above.

Based on the services listed above, the following adjustments shall be made to the contract:

Total Compensation: Total of approved Additional Services = \$22,500

Written authorization of this Additional Services Agreement is required prior to MBI's commencement of work. In the event, we do not receive a signed copy of this agreement, yet we are authorized to begin work, we will assume the terms and conditions of this proposal have been accepted by you.

SUBMITTED BY:

AGREED TO:

(Signature)

(Signature)

Cory Griffis, Principal
(Printed Name and Title)

Kerry McCarver, Cheatham County Mayor
(Printed Name and Title)

(Date)

(Date)

Chattanooga
University Tower
651 E. Fourth Street, Suite 500
Chattanooga, TN 37403
(o) 423.756.5046

Knoxville
299 N. Weisgarber Road
Knoxville, TN 37919
(o) 865.584.0999

AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name:	MBI Companies, Inc.	Contact:	Jay Henderlight
Address:	299 N. Weisgarber Road Knoxville, TN 37919	Client Phone:	(865) 584-0999
		Client Fax:	
		Client Email:	jayh@mbicompanies.com
Date:	1-2-24		
Request No.:	CO-1	CEC Project Manager:	Matthew Klein
CEC Project:	314-117	Task:	0003 & 0004
Project Name:	Cheatham County Jail		
Location:	Ashland City, TN		

Proposed Scope of Services:

Task 0003 – Additional Survey – Additional Fee \$5,000

CEC will conduct a limited topographic survey to include the outside corners of the recently constructed building located on Map 55C-Group L-Parcels 4.00 & 5.00. In addition, topographic data will be acquired approximately 20' outside of said building footprint. This information will be added to our prior topographic survey data completed under CEC Project No. 316-432 and provided to CEC Engineering staff to develop and updated drainage design for the project.

Task 0004 – Additional Site Redesign – Additional Fee \$10,000

CEC will prepare a design that incorporates the additional survey data collected in Task 0003, in order to take into account the recently constructed building located near the detention pond and off-site parking area. CEC will redesign the affected area to limit the amount of parking spaces that will need to be removed. The client should be made aware that 5-18 parking spaces could be removed dependent on the survey collected in Task 0003.

4.0 AGREEMENT & FEE

CEC proposes to perform the above-referenced scope of services that include Tasks 0003 & 0004 for the Lump sum fee of: **\$15,000.**

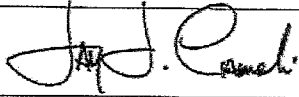
Task 0003 - **\$5,000**

Task 0004 - **\$10,000**

AUTHORIZATION FOR ADDITIONAL SERVICES

Reason(s) for Additional Services and Impacts to Schedule: Client requested services related to the recent construction of a building that affects the original design intent.

CEC Principal Signature:



Estimated Additional Fee: \$15,000

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized Signature: _____

Date: _____

RESOLUTION: 5(C)

RESOLUTION TITLE: To Approve Mayor's Signature On Parking Agreement With The Ashland City Church Of Christ

DATE: January 22, 2024

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

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

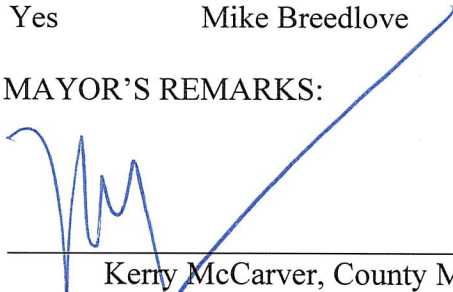
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve Mayor's signature on parking agreement with the Ashland City Church of Christ.

A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.

Abby Short

Abby Short, County Clerk



Agreement

This Agreement is made the ___ day of January 2024 by and between Cheatham County, Tennessee ("County") and Ashland City Church of Christ ("ACCOC").

Whereas County and ACCOC have agreed to allow the County to use the parking lot located behind ACCOC at 110 Cumberland Street, Ashland City, Tennessee as indicated in the attached Exhibit A ("Parking Lot") for overflow parking at the Cheatham County Courthouse during the construction of an expansion of the County's jail upon the terms and conditions set forth herein.

1. **Term**. The term of this Agreement shall commence upon execution and continue until completion of new parking areas for the Cheatham County Courthouse and the County Jail which is expected to require approximately eighteen (18) months.
2. **Compensation**. The County shall pay ACCOC four hundred dollars (\$400.00) per calendar month for use of the Parking Lot. Any partial months shall be appropriately prorated.
3. **Use**. During the term of this Agreement, ACCOC shall allow members of the public to use the Parking Lot to park vehicles while accessing the Cheatham County Courthouse. Parking by the public shall be allowed during business hours from Monday to Friday each week. ACCOC reserves the right to use the Parking Lot during all other times. Each party shall make reasonable accommodations to prevent interference with the use of the Parking Lot by the other party.
4. **Insurance**. Each party shall maintain its usual liability insurance coverage for any claims that may arise in connection with their respective uses of the Parking Lot.
5. **Maintenance**. The County shall be responsible for any maintenance or repairs necessitated by the public use of the Parking Lot as provided in this Agreement, including removal of any trash or debris.
6. **Governing Law**. This Agreement shall be governed by the laws of the State of Tennessee.

7. Authorization and Approval. The parties represent and warrant that this Agreement has been duly authorized by their respective governing bodies. In the case of the County, such authorization means approval by the Cheatham County Commission and this Agreement shall not be effective unless and until such approval has been obtained.

CHEATHAM COUNTY

ASHLAND CITY CHURCH OF CHRIST

Title: County Mayor

Title: _____

Exhibit A



RESOLUTION: 5(D)
RESOLUTION TITLE: To Approve Mayor's Signature On Parking Agreement With The Ashland City Methodist Church
DATE: January 22, 2024
MOTION BY: Mr. Eugene O. Evans, Sr.
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

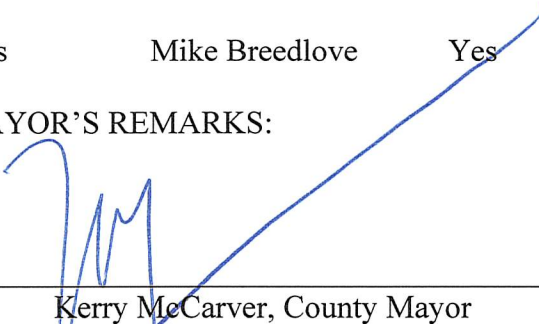
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve Mayor's signature on parking agreement with the Ashland City Methodist Church.

A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.



Abby Short, County Clerk



Agreement

This Agreement is made the ___ day of January 2024 by and between Cheatham County, Tennessee ("County") and Ashland City United Methodist Church ("ACUMC").

Whereas County and ACUMC have agreed to allow the County to use the property indicated in the attached Exhibit A ("Property") for parking during the construction of an expansion of the County's jail ("County Jail Project") in return for making certain improvements to the Property under the terms and conditions set forth herein.

1. **Term.** The term of this Agreement shall commence upon execution and continue until completion of the County Jail Project. The parties may elect to enter into an additional agreement for use of the Property following completion of the County Jail Project.
2. **Improvements.** Following execution of this Agreement, County will cause its contractor to make certain improvements to the Property as described in Exhibit A at the County's expense to make the property suitable for use as a parking area. ACUMC agrees that the described improvements are acceptable and are authorized under this Agreement. The improvements will be constructed with commercially reasonable diligence and care. Such improvements to the Property shall constitute the consideration for this Agreement.
3. **Use.** During the term of this Agreement, County and its agents are granted a license to use the Property for employee and contractor vehicle parking related to the construction of the County Jail Project during business hours from Monday to Friday each week. ACUMC reserves the right to use the Property for parking purposes during all other times. Each party shall make reasonable accommodations to prevent interference with the use of the Property by the other party.
4. **Insurance.** Each party shall maintain its usual liability insurance coverage for any claims that may arise in connection with their respective uses of the Property.

5. **Maintenance**. During the term of this Agreement, the County shall reasonably maintain the improvements for use as a parking area by the County and ACUMC and shall return the Property to ACUMC at the end of the term of the Agreement in reasonable condition.
6. **Governing Law**. This Agreement shall be governed by the laws of the State of Tennessee.
7. **Authorization and Approval**. The parties represent and warrant that this Agreement has been duly authorized by their respective governing bodies. In the case of the County, such authorization means approval by the Cheatham County Commission and this Agreement shall not be effective unless and until such approval has been obtained.

CHEATHAM COUNTY

ASHLAND CITY UNITED METHODIST CHURCH

Title: County Mayor

Title: _____

Exhibit A

RESOLUTION: 5(E)
RESOLUTION TITLE: To Approve Mayor's Signature On State Farm Lease 2-Year Lease Extension
DATE: January 22, 2024
MOTION BY: Mr. Eugene O. Evans, Sr.
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

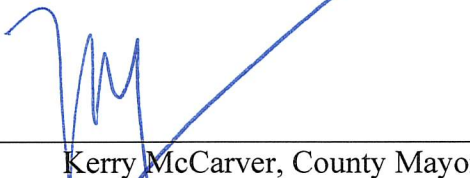
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve Mayor's signature on State Farm lease 2-year lease extension.

A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.



Abby Short, County Clerk



FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement ("Agreement") made as of the ____ day of _____, 2024 by and among Cheatham County, a political subdivision of the State of Tennessee and successor in interest to BP ASHLAND, LLC ("Landlord") and Barry Segroves, an individual, ("Tenant") with his principal office at 326 Frey Street, Ashland City, TN 37015

RECITALS

A. Landlord and Tenant have entered into a Lease Agreement dated April 25, 2007, a First Amendment to Lease Agreement dated June 7, 2010, a Second Amendment to Lease dated July 10, 2013, a Third Amendment to Lease Agreement dated July 1, 2016 and a Fourth Amendment to Lease Agreement dated June 29, 2022 (the "Lease"), for those certain premises designated as space number 120, and containing approximately one thousand five hundred (1,500) square feet of ground floor area (the "Premises") within the Sycamore Square shopping center located in the City of Ashland City, and State of Tennessee.

B. Landlord and Tenant mutually intend and desire to modify the Lease on and subject to the terms and conditions hereinafter set forth.

AGREEMENT

Now, therefore, in consideration of the Premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Current Term: The parties acknowledge and agree that Tenant exercised his right to extend the term of this Lease for the period beginning on July 1, 2022 and expiring on June 30, 2024 (the "Current Term.") The current annual rent during the Current Term is \$15,060.00 payable in monthly installments of \$1,255.00 per month.

2. Extension Term: The term of the Lease is hereby extended for twenty-four (24) months commencing July 1, 2024 and expiring on June 30, 2026 (the "Extension Term.") Any reference in the Lease to Term shall include the Extension Term and any extensions or renewals thereto. The Minimum Rent during the Extension Term shall be:

Period	Annual Rent	Monthly Installment
7/1/2024 to 6/30/2025	\$15,511.80	\$1,292.65
7/1/2025 to 6/30/2026	\$15,977.15	\$1,331.43

3. To the best of Tenant's current, actual knowledge, Tenant has not delivered to Landlord any notice of default under the Lease; provided, however, Tenant shall not be deemed to have waived any Landlord default should it discover, subsequent to the date hereof, that Landlord was then in default.

4. Landlord and Tenant each mutually covenants, represents and warrants to the other that it has had no dealings or communications with any broker or agent in connection with this Agreement.

5. Each party represents and warrants that it has taken all corporate, partnership or other action necessary to execute and deliver this Agreement, and that this Agreement constitutes a legally binding obligation enforceable in accordance with its terms.

6. Capitalized terms not defined herein shall have the definitions given such terms in the Lease.

7. As modified and amended hereby, Landlord and Tenant each ratifies and affirms the terms of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fifth Amendment to Lease Agreement effective as of the date first above written.

LANDLORD: CHEATHAM COUNTY

By: _____
Kerry McCarver, County Mayor

Dated: _____

TENANT: BARRY SEGROVES dba STATE
FARM INSURANCE

By: _____
Barry Segroves

Dated: _____

RESOLUTION: 5(F)
RESOLUTION TITLE: To Approve Mayor's Signature On H & R Block Lease 3-Year Lease Extension
DATE: January 22, 2024
MOTION BY: Mr. Eugene O. Evans, Sr.
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve Mayor's signature on H & R block lease 3-year lease extension.

A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.



Abby Short, County Clerk



Lease Amendment #6

This Agreement is made the ___ day of _____, 2024 by and between Cheatham County, Tennessee, a political subdivision of the State of Tennessee and successor to BP Ashland LLC ("Landlord") and H&R Block Eastern Enterprises, Inc., a Missouri corporation ("Tenant").

Whereas Landlord and Tenant entered into that certain Lease Agreement dated May 13, 2002, that has been modified and extended from time to time (collectively "Lease") for certain real property containing approximately 1,600 square feet located at 322 Frey Street, Suite 30, Ashland City, Tennessee 37015 and located in the Sycamore Square Shopping Center; and

Whereas the current term of the Lease is scheduled to expire on April 30, 2024; and

Whereas Landlord and Tenant desire to amend the Lease to extend the term.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term.

The term of the Lease is hereby extended for one (1) additional period of three (3) years commencing May 1, 2024 and expiring April 30, 2027.

2. Base Rent.

In accordance with the Lease, Rent payments shall be as follows:

- A. For the period May 1, 2024 through April 30, 2025, Rent shall be one thousand three hundred ninety-one and 94/100 Dollars (\$1,391.94) per month.
- B. For the period May 1, 2025 through April 30, 2026, Rent shall be one thousand four hundred thirty-three and 70/100 Dollars (\$1,433.70) per month.
- C. For the period May 1, 2026 through April 30, 2027, Rent shall be one thousand four hundred thirty-three and 70/100 Dollars (\$1,433.70) per month.

3. Additional Options to Extend.

Tenant has no more options to extend the Lease. Landlord and Tenant will discuss the availability of additional options to extend the Lease in the future but no assurance of additional extension of the Lease is made by Landlord.

4. Landlord Address for Notices and Rent.

Notwithstanding anything in the Lease to the contrary, all notices from Tenant to Landlord must be sent to the following address to be deemed sufficiently given:

Cheatham County

Office of the County Mayor
350 Frey Street
Ashland City, TN 37015

With a copies to:

Law Office of Michael B. Bligh
750 Old Hickory Blvd.
Two Brentwood Commons, Suite 150
Brentwood, TN 37027

and

Cheatham County
Accounting Department
354 Frey Street
Ashland City, TN 37015

Notwithstanding anything in the Lease to the contrary, Rent shall be payable to:

Cheatham County
Accounting Department
354 Frey Street
Ashland City, TN 37015

5. No Default.

Landlord and Tenant each represent that they are not aware of any breach, default, or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease by either Tenant or Landlord.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail to the extent of such conflict.

CHEATHAM COUNTY

H&R BLOCK EASTERN ENTERPRISES,
INC.

By: Cheatham County Mayor

By: _____

RESOLUTION: 6

RESOLUTION TITLE: To Approve An Act To Levy A Privilege Tax Upon Motor Vehicles Driving On The Public Roads And Highways Of Cheatham County And To Repeal Chapter 258 Of The Private Acts Of 1963, Chapter 1 Of The Private Acts Of 1967, Chapter 209 Of The Private Acts Of 1972, And Other Acts Amendatory Thereto Relative To The Imposition Of Motor Vehicle Privilege Taxes In Cheatham County

DATE: January 22, 2024

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

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve an Act to levy a privilege tax upon motor vehicles driving on the public roads and highways of Cheatham County and to repeal Chapter 258 of the Private Acts of 1963, Chapter 1 of the Private Acts of 1967, Chapter 209 of the Private Acts of 1972, and other acts amendatory thereto relative to the imposition of motor vehicle privilege taxes in Cheatham County.

SECTION 1. That for the privilege of using the public roads and highways, except State maintained roads, in Cheatham County, there is levied upon motor-driven vehicles and upon the privilege of the operation thereof, except farm tractors, self-propelled farm machines not usually used for operation upon public highways or roads, which shall pay not tax hereunder, a special privilege tax for the benefit of Cheatham County, which tax shall be in addition to all other taxes, and which shall be in the following annual amounts:

Upon motorcycles as defined in Tennessee Code Annotated § 55-1-103	\$17.00
Upon all passenger automobiles, including station wagons, limousines, and automobile buses.	\$50.00
Upon trucks classified under the provisions of T.C.A. §55-4-113(a)(2) or §55-4-113 (a)(3) as follows:	
Upon trucks of Class I	\$50.00
Upon trucks of Class II	\$55.00
Upon trucks of Class III	\$60.00
Upon trucks of Class IV	\$65.00
Upon trucks of Class V	\$70.00
Upon trucks of Class VI and higher	\$75.00

This tax shall apply to and shall be paid on each motor-driven vehicle, whose owner resides or usually stays in Cheatham County and it shall be a misdemeanor and punishable as such for any resident of Cheatham County to operate a motor-driven vehicle except farm tractors, self-propelled farm machines not usually used for operation upon public highways or roads, over the roads and highways of Cheatham County, State-maintained roads excluded, without the payment of the tax herein provided. Provided, further, that nothing in this act shall be construed as permitting and authorizing the levy and collection of the tax against non-residents of Cheatham County, but the same shall be levied only upon motor-driven vehicles of residents of Cheatham County and within a reasonable construction of the provisions hereof. Provided, further, that there shall arise a rebuttable presumption that any resident of Cheatham County owning a licensed motor-driven vehicle has in fact operated said motor-driven vehicle over the roads and highways of said counties.

Notwithstanding anything contained in this act to the contrary, the tax herein provided shall not be applicable to any disabled veteran or former prisoner-of-war exempted by Tennessee Code Annotated § 5-8-102(d)(1); to disabled persons permanently and totally confined to a wheelchair and exempted from state registration fees pursuant to Tennessee Code Annotated § 55-21-103; to any vehicle owned by a governmental entity; to any vehicle owned by military personnel retaining residency in Cheatham County but stationed outside of the State of Tennessee if the vehicle is physically outside the State of Tennessee; or to any vehicle not taxable by the State of Tennessee, except registrations for national guard members, volunteer firefighters and emergency personnel.

SECTION 2. The tax herein levied shall be collected by the Cheatham County Clerk annually at the same time the State privilege tax upon the operation of motor vehicles over the public highways is collected. The Cheatham County Clerk shall not issue to a resident of Cheatham County a State registration for the operation of automobiles, unless, at the same time such resident shall pay the privilege tax as hereinafter provided for the operation of this automobile under this act or are exempt therefrom. The tax herein levied shall entitle the owner of a motor vehicle to operate the same for one (1) year, such period to coincide with the State registration; and the same proportionate reduction shall be made as it is now made in the case of State registration of automobiles.

For services in collecting the annual privilege tax imposed under this act, the Cheatham County Clerk shall be entitled to a fee of one (\$1.00) dollar for each vehicle upon which such tax is collected, to be collected from the person paying such tax. The County Clerk shall faithfully account for, make proper reports of, and pay over to the Cheatham County Trustee at monthly intervals, all funds paid to and received for the aforesaid privilege tax, and such funds shall be applied as herein provided.

In the event any motor-driven vehicle for which the privilege tax has been paid becomes unusable, or is destroyed or damaged to the extent that this motor-driven vehicle can no longer be operated as such, and the owner ceases to operate same on the public streets, roads, or highways of said county, or in the event the owner transfers the title to said motor-driven vehicle, and the owner makes proper application for the registration of another motor-driven vehicle for the unexpired term for which the privilege was issued, and the County Clerk is satisfied that this owner is entitled to transfer the previously issued privilege to such other motor-driven vehicle, the Clerk will then issue to such owner a duplicate receipt, cancelling the original receipt

delivered to him by the owner, and this shall entitle the owner to drive the vehicle on the streets, roads, and highways of Cheatham County until the expiration of the then current term of the privilege.

SECTION 3. The proceeds of the tax herein imposed, when collected and paid into the hands of the County Trustee, shall be expended for the following purposes:

(1) One-fifth (1/5) of the proceeds of the tax herein imposed shall be deposited in the General Purpose School Fund of the county and used for school purposes.

(2) Three-fifths (3/5) of the proceeds of the tax herein imposed shall be deposited in the Education Debt Service Fund.

(3) One-fifth (1/5) of the proceeds of the tax herein imposed shall be deposited in the Highway Department Fund.

SECTION 4. It is the intent of the General Assembly that this act be construed as a measure providing for additional revenues in Cheatham County, to be used exclusively for the purposes set forth herein.

SECTION 5. Chapter 258 of the Private Acts of 1963, as amended by Chapter 207 of the Private Acts of 1967; Chapter 1 of the Private Acts of 1967; Chapter 72 of the Private Acts of 1971; Chapter 2 of the Private Acts of 2015; and any other acts amendatory thereto, is hereby repealed.

SECTION 6. Chapter 1 of the Private Acts of 1967, as amended by Chapter 207 of the Private Acts of 1967; Chapter 72 of the Private Acts of 1971; Chapter 2 of the Private Acts of 2015 and any other acts amendatory thereto, is hereby repealed.

SECTION 7. Chapter 209 of the Private Acts of 1972, as amended by Chapter 39 of the Private Acts of 1977; Chapter 300 of the Private Acts of 1980 and any other acts amendatory thereto, is hereby repealed.

SECTION 8. Any prior Private Acts relative to the motor vehicle privilege tax in Cheatham County not specifically set forth herein are hereby repealed, it being the intent of the General Assembly that this act be the sole authorization for such tax except as may be otherwise authorized under general law.

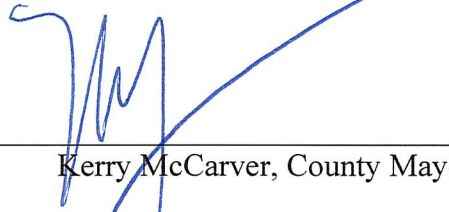
SECTION 9. That this act shall have no effect unless the same shall be approved by two-thirds (2/3) vote of the legislative body of Cheatham County Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body of Cheatham County and shall be certified to the Secretary of State.

SECTION 10. That this act shall be effective from and after its passage, the public welfare requiring it, but the provisions hereof shall not become operative until validated as provided in Section 9 herein.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

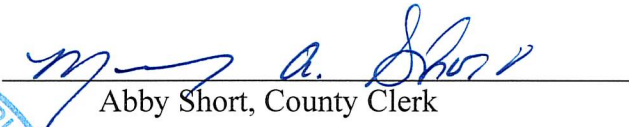


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.



Abby Short, County Clerk

RESOLUTION: 7
RESOLUTION TITLE: To Recognize Mr. Arnold Simpkins
DATE: January 22, 2024
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Cheatham County Commission recognizes Mr. Arnold Simpkins

Whereas, Mr. Arnold Simpkins is a lifelong resident of Cheatham County, born and raised; and

Whereas, Mr. Simpkins answered the call of the United States of America Army at eighteen years of age in 1943 due to serve in World War II; and

Whereas, Mr. Simpkins served in England, France and eventually stationed in Germany; and

Whereas, he worked in maintaining and supplying fuel to the front lines; and

Whereas, following the war, he returned home to learn the craft of candy making before joining Nashville Electric Service where he worked as a lineman for forty years before retiring; and

Whereas, Mr. Simpkins served in the Army Reserves for three years; and

Whereas, Mr. Simpkins has contributed to our community over the years; and

Whereas, he will celebrate his 100th birthday this year.

Therefore, be it resolved, by the Mayor and Cheatham County Commission, to recognize and celebrate the impactful and positive life of Mr. Arnold Simpkins.

Presented by the County Mayor and Commission this 22nd Day of January, 2024.

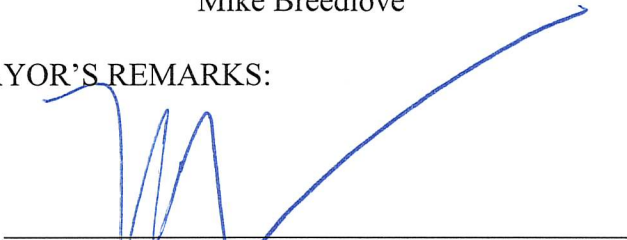
Kerry R. McCarver, Mayor
Cheatham County

Tim Williamson, Chairman
County Commission

RECORD: Approved by voice vote 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.



Abby Short, County Clerk

RESOLUTION: 8
RESOLUTION TITLE: Consent Calendar
DATE: January 22, 2024
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

*Misty A. Deason
Stacey L. Milliken
Verisa D. Reynolds*

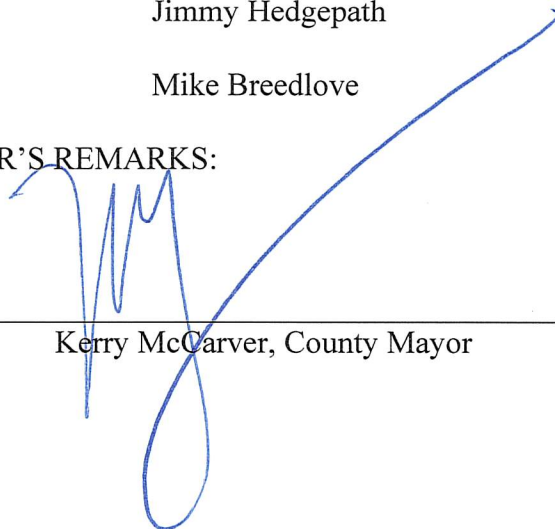
*Robin Fortner
Gary W. Morrison, Jr.
Chloe E. Sexton*

*Vickie L. Jones
Michelle Nickles
Miles H. Watts*

RECORD: Approved by voice vote 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.



Abby Short, County Clerk



RESOLUTION: 9
RESOLUTION TITLE: Adjourn
DATE: January 22, 2024
MOTION BY: Mr. Calton Blacker
SECONDED BY: Mr. Walter Weakley

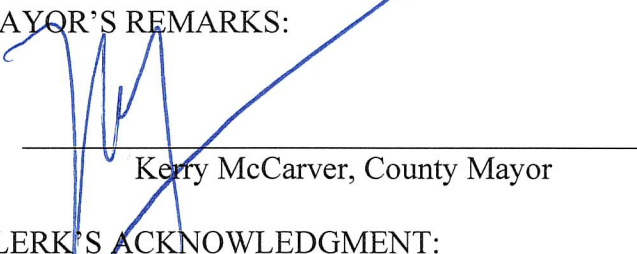
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 22nd day of January 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:14 P.M.

RECORD: Approved by voice vote 2 Absent

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

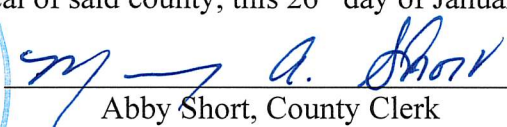
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 26th day of January 2024.


Abby Short, County Clerk

