

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
July 15, 2024

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on July 15, 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 HEDGEPATH
B.J. HUDSPETH	MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:02 P.M.

Mr. Jack Kapanka stated that the Kingston Springs Library needs to be investigated.

Ms. Lana Foster spoke with concern of the Kingston Springs Library and would like the commission to investigate the board.

Public Forum closed at 6:05 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:09 P.M

Invocation was offered by Mr. David Anderson.

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

David Anderson	Present	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 July 15, 2024 Legislative Body Meeting Agenda as amended by adding the following:

- 1. Reappointments to the Rail Authority under the Calander, Rules and Nominating Section.*
- 2. Occupational Safety and Health Program Plan under the County Attorney Section*

Motion approved by voice vote 1 Absent. See Resolution 2.

Motion was made by Ms. Diana Lovell, seconded by Mr. Calton Blacker to approve the Minutes from the June 24, 2024 Regular Session Legislative Body Meeting and the June 27, 2024 Special Called Session.

Motion approved by voice vote 1 Absent. See Resolution 3.

NEW BUSINESS

BUILDING DEPARTMENT – MR. FRANKLIN WILKINSON: Information was included in packet.

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

Budget Amendments – County General

<i>County Mayor / Election Commission / County Clerk's Office / Sheriff's Department / Rural Fire Protection / Ambulance/Emergency Medical Services / Libraries / Public Safety Projects</i>	\$ 467,551.01
<i>Rabies and Animal Control</i>	\$ 35,000.00
<i>Sheriff's Department</i>	\$ 19,000.00
<i>County Buildings</i>	\$ 3,000.00
<i>Ambulance/Emergency Medical Services</i>	\$ 7,500.00
<i>Ambulance/Emergency Medical Services</i>	\$ 1,500.00
<i>Other Emergency Management</i>	\$ 50,484.00
<i>South Cheatham Library</i>	\$ 354.00
<i>Veteran's Services</i>	\$ 4,686.76
<i>Miscellaneous</i>	\$ 167,577.61

*Budget Vote (07/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Various*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 4.

David Anderson	Yes	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

Budget Committee recommended, motion was made by Mr. Walter Weakley, seconded by Mr. David Anderson to approve the following Budget Amendments to the Highway/Public Works Fund:

Budget Amendments – Highway/Public Works

Highway and Bridge Maintenance \$ 530,383.24
Highway- Capital Outlay \$1,247,875.87

Budget Vote (07/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 5.

David Anderson	Yes	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

Budget Committee recommended, motion was made by Mr. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr. to approve the following Budget Amendments for the Courthouse and Jail Maintenance Fund:

Budget Amendments – Courthouse and Jail Maintenance Fund

County Buildings \$ 3,700.83

Budget Vote (70/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances

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

David Anderson	Yes	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

Budget Committee recommended, motion was made by Mr. B. J. Hudspeth, seconded by Mr. Eugene O. Evans, Sr. to approve the following Budget Amendments to the General Capital Projects Fund:

Budget Amendments – General Capital Projects Fund

General Administration Projects (91110) / Public Safety Projects (91130) / Other
General Government Projects (91190) \$298,427.37

Budget Vote (07/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances

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

David Anderson	Yes	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

Budget Committee recommended, motion was made by Mr. Chris Gilmore, seconded by Mr. Bill Powers to approve the following Budget Amendments for the Other Capital Projects – Vehicle Fund:

Budget Amendments – Other Capital Projects -Vehicle Fund \$ 77,526.63
Other General Government Projects

Budget Vote (07/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances

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

David Anderson	Yes	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

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. Eugene O. Evans, Sr. to authorize the following Budget Amendments to Solid Waste/Sanitation Fund.

Budget Amendments Solid Waste/Sanitation: \$ 1,297.83
Sanitation Management

Budget Vote (07/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Solid Waste Fund Balance

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 9.

David Anderson	Yes	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 Ms. Diana Lovell, seconded by Mr. Calton Blacker to approve the following:

- A) *Vote for Mayor's signature on agreement between Cheatham County and Henry M. Adkins & Son, Inc for Election Office*
- B) *Vote for Mayor's signature on Interlocal agreement between Cheatham County and Bi-County Solid Waste Management*
- C) *Vote for Mayor's signature on Madison County Juvenile Detention Services contract*

Motion approved by roll call vote 11 Yes 0 No1 Absent. See Resolution 10.

David Anderson	Yes	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 ATTORNEY- MR. MICHAEL BLIGH: Motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve the Wheel Tax Private Act.

Motion approved by roll call vote 11 Yes 0 No1 Absent. See Resolution 11.

David Anderson	Yes	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

Motion was made by Ms. Diana Lovell, seconded by Mr. B. J. Hudspeth to approve the resolution to establish an updated Occupational Safety and Health Program Plan, devise rules and regulations, and to provide for a safety director and the implementation of such program plan.

Motion approved by roll call vote 11 Yes 0 No1 Absent. See Resolution 12.

David Anderson	Yes	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 Attorney, Mr. Michael Bligh, stated that it would be best practice to keep all emails pertaining to the county on the county email, otherwise it opens personal emails for public record requests if used for county purposes.

Mr. James Hedgepath asked the County Attorney if the Commission has any authority over the library issue. County Attorney, Mr. Michael Bligh, stated the Commission has authority over the pending Library Board appointments.

OTHER COUNTY OFFICIALS

COUNTY CLERK -MS. ABBY SHORT: Circuit and General Sessions Letter of Agreement, County Clerks Letter of Agreement, and Sheriff's Office Letter of Agreement is on file at the County Clerk's Office. County Clerk's Year End Report was included in the packet.

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee's monthly reports were included in the packet. Trustee's Year End Report was included in the packet.

CIRCUIT/GENERAL SESSIONS COURT CLERK – MS. HOLLY WALLER: Circuit and General Sessions Year End Reports were included in the packet.

CLERK AND MASTER -MS. PAM JENKINS: Chancery Court Year End Report was included in the packet.

SHERIFF – MR. TIM BINKLEY: Sheriff's report was included in the packet. Sheriff's Year End Report was included in the packet.

SCHOOL BOARD – DR. CATHY BECK: Assistant Director of Schools, Ms. Stacy Brinkley announced Cheatham County Schools will be in session August 7, 2024. All teachers have begun their in-service this week and principals will begin next week. Looking forward to a great school year.

ROAD SUPERINTENDENT – MR. ROBERT HESTER: County Attorney, Mr. Michael Bligh, recommended, motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans, Sr to defer the resolution establishing minimum design and construction specifications for new roads accepted by Cheatham County indefinitely.

Motion approved by voice vote 1 Absent. See Resolution 13.

COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUSS: Ms. Sierra Knauss stated UT Extension has moved into their new office and has seen an increase in traffic. Ms. Sierra Knauss gave an update of all the summer camps in the works and stated the county fair is scheduled in August.

VETERANS SERVICE – MS. ANGELA HUNT: Ms. Angela Hunt stated that they are all trained and are available in Pegram the second Thursday of each month.

STANDING COMMITTEES

BEER BOARD: Ms. Diana Lovell stated they did meet. There were 2 violations at the same permit holder in the 2nd District, the Board suspended the permit for 30 Days.

CAPITAL IMPROVEMENTS: Capital Improvements presented, motion was made by Mr. Calton Blacker, seconded by Ms. Diana Lovell to approve the installation of a Safe Haven Baby Box at Pleasant View Fire Station 1 in the amount of \$21,000.00. Pleasant View to fund \$5,000.00 leaving a remainder of \$16,000.00 to be funded by the county.

Mr. Calton Blacker clarified the Pleasant View Fire Department committed to covering ongoing operational costs including maintenance costs keeping the Baby Box warm in the winter.

Motion approved by roll call vote 11 Yes 0 No1 Absent. See Resolution 14.

David Anderson	Yes	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

Capital Improvements presented, motion was made by Mr. Calton Blacker, seconded by Mr. B.J. Hudspeth to approve maintenance upgrades for EMA in the amount of \$68,500.00.

Mr. Tim Williamson asked if this was approving money or to bid out. County Mayor, Mr. Kerry McCarver stated the bids will still need to be approved.

Motion approved by roll call vote 11 Yes 0 No1 Absent. See Resolution 15.

David Anderson	Yes	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

Capital Improvements presented, motion was made by Mr. Calton Blacker, seconded by Ms. Diana Lovell to approve a double canopy at the lower back level of the Health Department.

After discussion motion and second were withdrawn.

Motion was made by Mr. Calton Blacker, seconded by Ms. Diana Lovell to deny the installation of a double canopy at the Health Department.

Motion approved by roll call vote 11 Yes 0 No1 Absent. See Resolution 16.

David Anderson	Yes	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

CALENDAR, RULES AND NOMINATING: Calendar, Rules and Nominating presented, motion was made by Mr. David Anderson, seconded by Mr. Mike Breedlove to defer nominations to the Library Board of Trustees until August.

Motion approved by voice vote 1 Absent. See Resolution 17.

Calendar, Rules and Nominating presented, motion was made by Mr. David Anderson, seconded by Mr. Calton Blacker to approve the reappointments of Amber Locke and Gina Anzaldua to the Rail Authority.

Motion was approved by voice vote 1 Absent. See Resolution 18.

ROAD AND BRIDGE: Road and Bridge presented, motion was made by Mr. Walter Weakley, seconded by Mr. James Hedgepath to reduce the speed limit on Bluebird Drive and Cardinal Drive from 45 mph to 25mph.

Motion was approved by voice vote 1 Absent. See Resolution 19.

CONSENT CALENDAR

Motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr. to approve the following consent Agenda:

Notaries

Karsten H. Binkley
Lori Goodman

Melissa Butler
Debra R. McCoy

April M. Elliott

Motion approved by voice vote 1 Absent. See Resolution 20.

ANNOUNCEMENTS AND STATEMENTS

Mr. Jake Fulghum from Leadership Cheatham County thanked the Commission for consideration and approval of the Safe Haven Baby Box.

Mr. James Hedgepath asked for prayer for Robert Hester, his mother passed. Service will be Thursday July 18, 2024, at Austin & Bell Funeral Home in Pleasant View.

Mr. David Anderson invited everyone to the Flag Ceremony at 7 P.M. at King's Automotive in Ashland City.

Motion was made by Mr. Walter Weakley, seconded by Eugene O. Evans, Sr. to adjourn at 6:55 P.M.

Motion approved by voice vote 1 Absent. See Resolution 21.



County Clerk



Legislative Body Chairman



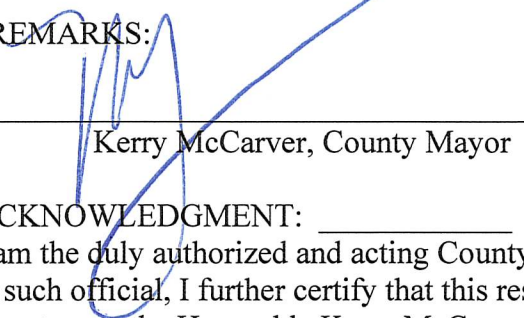
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: July 15, 2024
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Eleven Commissioners present a quorum is declared.

RECORD: Approved by roll call vote 1 Absent

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

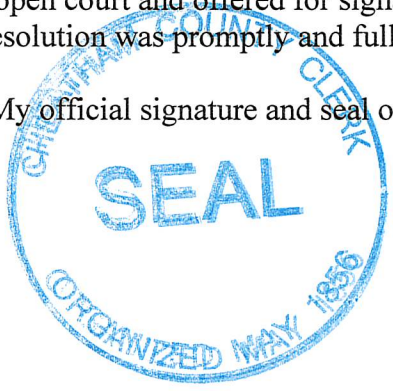
CHEATHAM COUNTY MAYOR'S REMARKS:




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 19th day of July 2024.





Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda As Amended
DATE: July 15, 2024
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

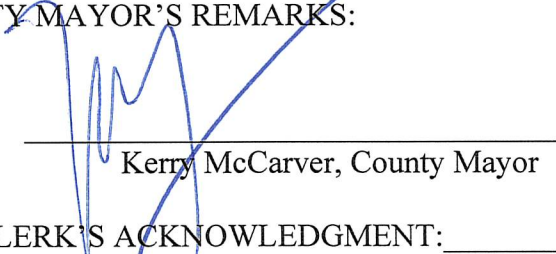
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the amended agenda for the July 15, 2024 Legislative Body meeting is approved by adding the following items:

1. *Reappointments to the Rail Authority under Calendar, Rules and Nominating*
2. *Occupational Safety and Health Program Plan under County Attorney*

RECORD: Approved by voice vote 1 Absent

David Anderson	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 19th day of July 2024.

Abby Short

Abby Short, County Clerk



RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: July 15, 2024
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Calton Blacker

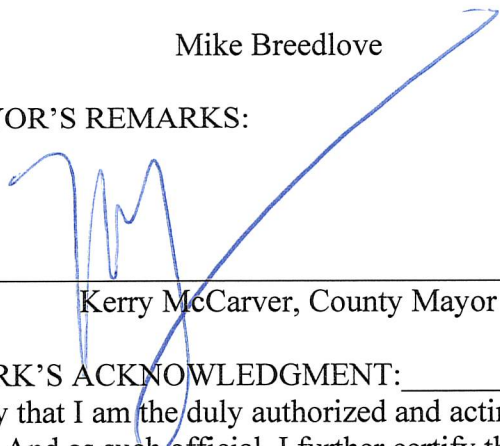
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the June 24, 2024 Regular Session Legislative Body Meeting and the June 27, 2024 Special Called Session are approved.

RECORD: Approved by voice vote 1 Absent

David Anderson	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 19th day of July 2024.



Abby Short, County Clerk



RESOLUTION: 4

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

DATE: July 15, 2024

MOTION BY: Mr. Bill Powers

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 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 related to projects started or discussed in the prior budget year to be completed in the new budget year 2024-2025. It is the state’s recommendation that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

County Mayor / Election Commission / County Clerk’s Office / Sheriff’s Department / Rural Fire Protection / Ambulance/Emergency Medical Services / Libraries / Public Safety Projects

101 – 39000	Unassigned	\$467,551.01	
101 – 51300 – 308	Consultants		\$ 28,778.00
101 – 51500 – 302	Advertising		\$ 1,868.20
101 – 51500 – 349	Printing, Stationery, and Forms		\$ 1,850.00
101 – 51500 – 336	Maintenance and Repair Services – Equipment		\$ 3,500.00
101 – 51500 – 348	Postal Charges		\$ 100.00
101 – 51500 – 599	Other Charges		\$ 91,404.00
101 – 51500 – 719	Office Equipment		\$ 5,500.00
101 – 52500 – 435	Office Supplies		\$ 900.00
101 – 54110 – 338	Maintenance and Repair Services – Vehicles		\$ 3,000.00
101 – 54110 – 451	Uniforms		\$ 1,327.30
101 – 54320 – 358 – 003	Remittance of Rev Collected–Ashland City Fire Tax		\$ 423.28
101 – 54320 – 358 – 006	Remittance of Rev Collected Two Rivers/Petway Fire Tax		\$ 237.00
101 – 55130 – 451	Uniforms		\$ 2,779.40
101 – 56500 – 432 – 001	Library Books/Media		\$ 878.65
101 – 56500 – 432 – 002	Library Books/Media		\$ 578.18
101 – 91130 – 718	Motor Vehicles		\$324,427.00

Transfer funds closed out at fiscal year-end 2023-2024 to 2024-2025 in order to complete the projects in the new fiscal year

NOTE: The following amendments are to move funds from a reserve for purchases in the new 2024-2025 fiscal year

Rabies and Animal Control

101 – 34730 – 01	Assigned for Public Health and Welfare	\$35,000.00	
101 – 55120 – 599	Other Charges (Donations)		\$35,000.00

Transfer funds from Animal Control Donation reserve to cover expenses for fiscal year 2024-2025

Sheriff's Department

101 – 34525 – 02	Restricted for Public Safety	\$19,000.00	
101 – 54110 – 599	Other Charges – Sex Offender Registry		\$19,000.00

Transfer funds from Sex Offender Registry reserve to cover expenses for fiscal year 2024-2025

County Buildings

101 – 34635 – 01	Committed for Social, Cultural, and Recreational Svc	\$3,000.00	
101 – 51800 – 599 – VET	Other Charges – Veterans Memorial Park		\$3,000.00

Transfer funds from Parks reserve to cover maintenance expenses for Veterans Memorial Park (mowing, electricity, and water) for fiscal year 2024-2025

Ambulance/Emergency Medical Services

101 – 34730 – 05	Assigned for Public Health and Welfare	\$7,500.00	
101 – 55130 – 599 – 01	Other Charges		\$7,500.00

Transfer reserved funds from the State of Tennessee MCO (Managed Care Organization) Supplements Reserve to cover expenses for fiscal year 2024-2025

Ambulance/Emergency Medical Services

101 – 34730 – 06	Assigned for Public Health and Welfare	\$1,500.00	
101 – 55130 – 599 – 02	Other Charges		\$1,500.00

Transfer reserved funds from the State of Tennessee ROI (Report of Investigation) Supplements Reserve to cover expenses for fiscal year 2024-2025

Other Emergency Management

101 – 34625 – 02	Committed for Public Safety	\$50,484.00	
101 – 54490 – 312 – 01	Contracts with Private Agencies – PVVFD		\$50,484.00

Transfer funds from Fire Tax reserve to cover staffing firefighters for 2.5 more days at Station 2 for a total of 5 days per week

South Cheatham Library

101 – 34735 – 02	Assigned for Social, Cultural, and Recreational Services	\$354.00	
101 – 56500 – 719 – 002	Office Equipment		\$354.00

Transfer funds from the Library Grant Reserve to their Office Equipment expenditure line

Veterans' Services

101 – 34645 – 01	Committed for Other Operations	\$4,686.76	
101 – 58300 – 307	Communication	\$1,400.00	
101 – 58300 – 355	Travel	\$1,500.00	
101 – 58300 – 337	Maintenance and Repair Services - Office Equipment	\$ 96.76	
101 – 58300 – 435	Office Supplies	\$ 490.00	
101 – 58300 – 451	Uniforms	\$1,200.00	

Transfer funds from VSO Reserve to cover funds needed in the new 2024-2025 fiscal year

NOTE: Other amendments

Miscellaneous

101 – 39000	Unassigned	\$167,577.61
101 – 58900 – 502	Building and Contents Insurance	\$ 107,436.46
101 – 58900 – 506	Liability Insurance	\$ 12,278.96
101 – 58900 – 506 – SHRFF	Liability Insurance – Sheriff’s Dept	\$ 33,748.13
101 – 58900 – 511 – SHRFF	Vehicle and Equipment Ins – Sheriff’s Dept	\$ 14,114.06

Transfer funds from fund balance to cover insurance expenses. The budgeted amounts for FY24-25 were estimates, and the actual expenses came in higher than what was estimated in these areas.

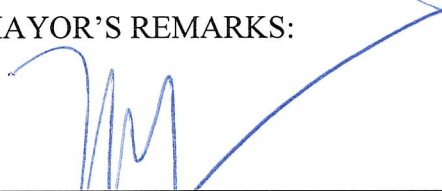
Budget Vote (7/08/2024): 5 Yes 0 No 0 Absent

Funding Source: Various

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

David Anderson	Yes	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 19th day of July 2024.





Abby Short, County Clerk

RESOLUTION: 5

RESOLUTION TITLE: To Authorize The Budget Amendments To The Highway/Public Works Fund

DATE: July 15, 2024

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2024-2025. It is the state’s recommendation that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

Highway and Bridge Maintenance

131 – 34550	Restricted for Highways/Public Works	\$530,383.24
131 – 62000 – 399	Other Contracted Services	\$ 473,531.59
131 – 62000 – 399 – 01	Other Contracted Services	\$ 10,000.00
131 – 62000 – 403	Asphalt – Cold Mix	\$ 5,000.00
131 – 62000 – 404	Asphalt – Hot Mix	\$ 40,105.55
131 – 62000 – 405	Asphalt – Liquid	\$ 1,746.10

Transfer funds closed out at fiscal year-end 2023-2024 to 2024-2025 in order to complete the projects in the new fiscal year

Highway – Capital Outlay

131 – 34550	Restricted for Highways/Public Works	\$1,247,875.87
131 – 68000 – 718	Motor Vehicles	\$252,971.58
131 – 68000 – 726	State Aid Projects	\$994,904.29

Transfer funds closed out at fiscal year-end 2023-2024 to 2024-2025 in order to complete the projects in the new fiscal year

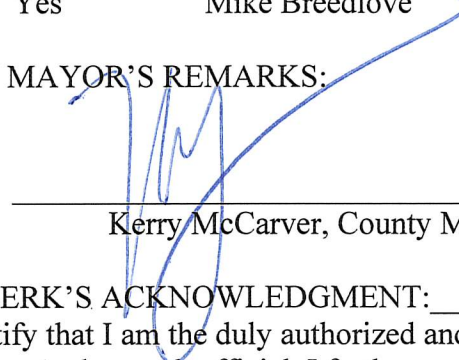
Budget Vote (7/08/2024): 5 Yes 0 No 0 Absent

Funding Source: Prior Year Unused Balances

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

David Anderson	Yes	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 19th day of July 2024.





Abby Short, County Clerk

RESOLUTION: 6

RESOLUTION TITLE: To Authorize The Budget Amendments To The Courthouse and Jail Maintenance Fund

DATE: July 15, 2024

MOTION BY: Ms. Diana Lovell

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

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Courthouse and Jail Maintenance Fund:

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2024-2025. It is the state’s recommendation that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

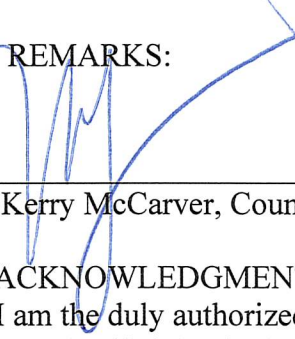
County Buildings			
112 – 34610	Committed for General Government	\$3,700.83	
112 – 51800 – 707	Building Improvements		\$3,700.83
<i>Transfer funds closed out at fiscal year-end 2023-2024 to 2024-2025 in order to complete the projects in the new fiscal year</i>			

Budget Vote (7/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances

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

David Anderson	Yes	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 19th day of July 2024.



Abby Short, County Clerk



RESOLUTION: 7

RESOLUTION TITLE: To Authorize The Budget Amendments To The General Capital Projects Fund

DATE: July 15, 2024

MOTION BY: Mr. B.J. Hudspeth

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

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Capital Projects Fund:

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2024-2025. It is the state's recommendation that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

General Administration Projects (91110) / Public Safety Projects (91130) / Other General Government Projects (91190)

171 – 34575	Restricted for Capital Outlay	\$298,427.37	
171 – 91110 – 799	Other Capital Outlay		\$275,000.00
171 – 91130 – 790	Other Equipment		\$ 7,427.37
171 – 91190 – 599	Other Charges		\$ 16,000.00

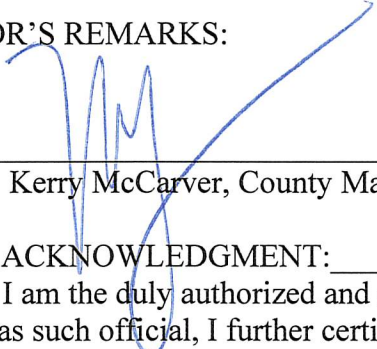
Transfer funds closed out at fiscal year-end 2023-2024 to 2024-2025 in order to complete the projects in the new fiscal year

Budget Vote (7/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances

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

David Anderson	Yes	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 19th day of July 2024.



Abby Short, County Clerk



RESOLUTION: 8

RESOLUTION TITLE: To Authorize The Budget Amendments To The Other Capital Projects -Vehicle Fund

DATE: July 15, 2024

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 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:

NOTE: The following amendments are related to projects started or discussed in the prior budget year to be completed in the new budget year 2024-2025. It is the state's recommendation that all outstanding prior year purchase orders be closed at June 30th and re-opened on July 1st.

Other General Government Projects

178 – 34575	Restricted for Capital Outlay	\$77,526.63	
178 – 91190 – 718 – 02	Motor Vehicles		\$73,726.63
178 – 91190 – 718 – 03	Motor Vehicles		\$ 3,800.00

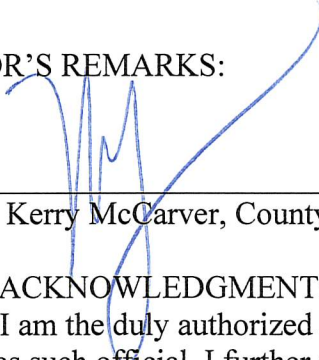
Transfer funds closed out at fiscal year-end 2023-2024 to 2024-2025 in order to complete the projects in the new fiscal year

Budget Vote (7/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Prior Year Unused Balances

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

David Anderson	Yes	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 19th day of July 2024.



Abby Short, County Clerk



RESOLUTION: 9
RESOLUTION TITLE: To Authorize The Budget Amendments To Solid Waste/Sanitation Fund
DATE: July 15, 2024
MOTION BY: Mr. Bill Powers
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

NOTE: Other amendments

Sanitation Management

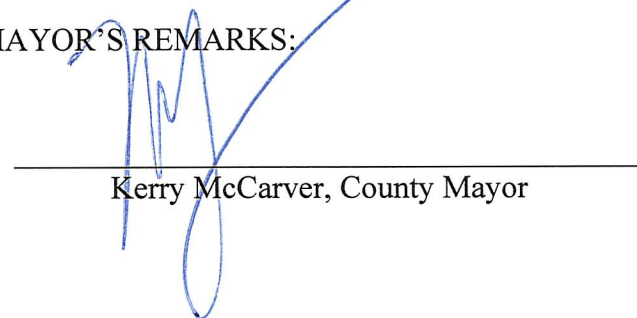
116 – 34530 Restricted for Public Health and Welfare \$1,297.83
116 – 55710 – 511 Vehicle and Equipment Insurance \$1,297.83
Transfer funds from fund balance to cover insurance. The budgeted amounts for FY24-25 were estimates, and the actual expenses came in higher than what was estimated.

*Budget Vote (7/08/2024): 5 Yes 0 No 0 Absent
Funding Source: Solid Waste Fund Balance*

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

David Anderson	Yes	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 19th day of July 2024.



Abby Short, County Clerk



RESOLUTION: 10 (A)

RESOLUTION TITLE: To Approve Mayor’s Signature On Agreement Between Cheatham County And Henry M. Adkins & Son, Inc for Election Office

DATE: July 15, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

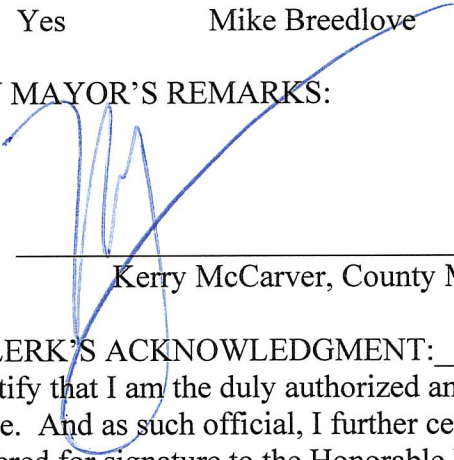
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor’s signature on the agreement between Cheatham County and Henry M. Adkins & Son, Inc for Election Office is approved.

A copy of the agreement is attached.

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

David Anderson	Yes	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 19th day of July 2024.



Abby Short, County Clerk





HENRY M. ADKINS & SON, INC.

and

CHEATHAM COUNTY, TENNESSEE

PURCHASE AGREEMENT

for

UNISYN VOTING SOLUTIONS

OpenElect Voting System

CONTRACT DATE:

_____ , 2024

1.0 Parties

This agreement (herein referred to as "Agreement") is entered into between Henry M. Adkins & Son, Inc., a Missouri based corporation, United States of America (herein referred to as "Adkins" or "Supplier") and Cheatham County, Tennessee (herein referred to as "Customer") for Unisyn Voting Solutions OpenElect voting system, services and licensing.

The Parties to the Contract (each a "Party" and collectively, the "Parties") are the Customer, whose address is **188 John Mayfield Drive, Suite 100, Ashland City, TN 37015** and Henry M. Adkins & Son, Inc. whose address is 331 Independence Ave., Clinton, MO 64735. This contract is effective upon execution by each Party and receipt of all necessary approvals.

Attached hereto and made part of this Agreement are the following schedules, exhibits and/or specifications:

Exhibit A: Pricing and Contract Deliverables

Annual Software and Firmware Fees

Annual Maintenance/Warranty Fees

Exhibit B: Software License Agreement (SLA)

Exhibit C: Maintenance Agreement

2.0 Purpose of Contract

The purpose of this contract is for Supplier to supply voter tabulation hardware products and related software and services to Customer. The systems, equipment, services to be supplied and the prices to be paid are as listed in Exhibit A.

3.0 Definitions of Terms

"**Acceptance Testing**" means the testing performed to ensure that the hardware and software acquired operates in compliance with supplied OpenElect System documentation.

"**Deliverables**" means all of the hardware products, software products, services and supplies purchased by Customer as priced in Exhibit A.

"**Hardware Products**" means the OpenElect hardware as described in Exhibit A.

"**OpenElect System Documentation**" or "**Documentation**" refers to each manual provided to Customer of the Voting System.

4.0 Payment

For the total purchase price set forth in Exhibit A, Supplier agrees to sell, and Customer agrees to purchase the Deliverables described in Exhibit A. Supplier will invoice Customer after delivery of Deliverables. Invoice will reflect full purchase price.

With respect to late payments, Customer shall pay interest at the rate of 1.5% per month.

5.0 Cancellation and Return of Defective Items

5.1 Right of Return of Defective Items

Prior to completion of Acceptance Testing, Customer may return items that are defective and not in conformance with Supplier's specifications. After Acceptance Testing, and except for defective items

covered by the Supplier's Warranty herein, all goods and items delivered are not subject to any additional rights of return. Any defects or deficiencies discovered after acceptance shall be repaired or replaced under Supplier's warranty as set forth herein or under the Hardware Warranty Agreement.

5.2 Cancellation

This agreement and the obligations hereunder may be cancelled in its entirety by Customer within seven (7) days of the date of Customer's signature. Supplier shall not be obligated to proceed with Supplier's duties during this time. And any dates for performance shall be delayed by an equivalent period of time unless Customer waives such right of cancellation. Custom may waive such cancellations right by signing where indicated on the signature page or otherwise requesting the Supplier to proceed with deliveries according to the request schedule.

6.0 Acceptance Testing

Testing of each piece or component of the Hardware and Software Products shall be performed by Supplier at the Supplier's facility prior to delivery of the Hardware Products and Software Products to ensure that it is in good working order and complies with the terms of this Contract.

Supplier will conduct Acceptance Testing on the goods at the Customer's facility. The Acceptance Testing process assures that the system operates according to the supplied OpenElect system documentation.

7.0 Responsibilities of Customer

The Customer shall act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the Supplier in order to perform its responsibilities under this Contract.

8.0 Grant of Licenses

All Software Products will be licensed to the Customer in accordance with the terms set forth in Exhibit B (Software License Agreement). In consideration for Supplier's grant of the license for Software, Customer shall pay Supplier the Software License Fees set forth in Exhibit A. Upon Supplier's request, Customer agrees to sign license confirmation agreements from time to time upon delivery or installation of the Software and Updates.

9.0 Title and Risk of Loss

Title and risk of loss for each item of Hardware identified on Exhibit A and the tangible media holding the Software Products identified in Exhibit A, will pass to the Customer on receipt of each item of Hardware. However, shipment will not diminish any rights Customer has pursuant to this Contract, including rights to repairs and replacements under applicable warranty and maintenance terms.

9.1 Risk of loss or damage in respect of the Hardware Products shall pass to Customer upon receipt of each item of Hardware. Except as set forth herein, title and ownership to the Hardware Products shall pass to Customer upon payment in full of the Total Purchase Price for each item as set out in Exhibit A.

9.2 Upon receipt of Hardware Products as specified in Exhibit A, Customer:

9.2.1 Will comply with all laws relating in any way to the use, operation or maintenance of the Deliverables;

9.2.2 Shall not make any alterations, additions, modification or improvements to the Hardware Products without the prior written consent of Supplier.

9.3 After payment in full of the Total Purchase Price as specified in Exhibit A, Supplier shall take no action which impairs Customer's right to the possession and use of the Deliverables except to the extent required to protect Supplier's interest in software and confidential information.

10.0 Shipping and Receiving, Freight and Insurance

Hardware Products will be delivered via Adkins fleet. Umbrella insurance covers all Hardware Products in transit. Larger orders may be delivered via Freight Carrier from Unisyn's facility in Vista (San Diego), California. Customer may elect to provide transportation and shipping insurance by providing specific written notice to Supplier of its intent to do so, otherwise, Supplier shall arrange for shipping and insurance.

11.0 Warranty

All Hardware Products when delivered are warranted to be free from manufacturing defects and conform to documentation and specifications published by Supplier. Should any Hardware Products fail to conform to the preceding warranty during the initial twelve (12) months commencing from the date of completion of out-of-box testing. Supplier shall repair or replace any item determined by Supplier to be non-conforming after inspection of the item by Supplier. After initial warranty, Customer may purchase Extended Warranties as provided in Exhibit C (Hardware Warranty Agreement) for annual fees set forth in Exhibit A. OpenElect product warranty services are provided at either Adkins' repair depot in Clinton, Missouri or Unisyn's repair center in Vista (San Diego), California.

12.0 General Provisions

12.1 Amendments

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be valid and binding on the parties only when incorporated by written instrument, executed and signed by all Parties to this Contract.

12.2 Applicable Law/Venue

Interpretation of this Agreement shall be governed by the laws of the State of Tennessee and the courts of the State of Tennessee will have exclusive jurisdiction, except with respect to claims that are subject to Federal jurisdiction.

12.3 Assignment

Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other Party, such consent not to be unreasonably denied, withheld or delayed.

12.4 Exhibits and Appendices

The Exhibits and Appendices referred to in and attached to this Contract are made a part of it as if fully included in the text and the term "Contract" is a collective reference to this document and such Appendices.

12.5 Consents

Supplier represents and warrants that it has the requisite power and authority to bind Supplier and its Contract designated affiliates, and to execute and deliver this Contract and perform its obligations hereunder. Customer represents and warrants that it has the requisite power and authority to execute and deliver this Contract and perform its obligations hereunder.

Each Party will obtain and maintain all consents, authorizations and approvals of third parties necessary to allow (i) Supplier to provide the Services and otherwise fulfill its obligations under this Contract, and (ii) Customer to fulfill its obligations under this Contract. No Party will be in breach of its obligations hereunder for failure to obtain any such consent, authorization or approval unless it has actual knowledge of the need to obtain such consent and fails to use reasonable efforts to obtain such consent, authorization or approval.

12.6 Indemnification

The Supplier shall indemnify, defend and hold harmless the Customer and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability, to the extent caused by the negligent or otherwise wrongful acts of Supplier as determined by such court to be liable to third parties. To avail itself of this indemnity, Customer shall within 10 days of receipt of any suit, claim or demand tender the full and complete control of the defense and settlement of the matter to Supplier and provide reasonable assistance to Supplier in the defense thereof.

12.7 Interpretation

The following rules of interpretation must be applied in interpreting this Contract:

12.7.1 Headings and captions are for convenience only and are not to be used in the interpretation of this contract;

12.7.2 The provisions of the Exhibits are incorporated in this Contract, and in the event of a conflict between an Exhibit and this Contract, to the extent the conflicting provisions can reasonably be interpreted so that such provisions are consistent with each other, such consistent interpretation will prevail, and otherwise, the terms of the Contract govern;

12.7.3 Consents or approvals required to be given under this Contract shall not be unreasonably withheld, delayed or denied unless the Contract expressly states otherwise; and

12.7.4 All requests under this Contract shall be reasonable.

12.8 Severability

The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if a provision of this

Contract, for any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

12.9 Survival

Any provision of this Contract that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Contract in which it is contained.

12.10 Sales Taxes

The Customer shall pay any and all taxes and other such amounts required by any Federal, State and local law, including but not limited to State and local sales taxes. The Customer shall provide Supplier a tax exempt certificate for sales of tangible personal property to Customer by Supplier or purchases of tangible personal property made by Supplier on behalf of Customer in connection with this Contract, where the title vests in Customer, when requested.

12.11 Third Party Beneficiary Rights

The Parties do not intend to create in any other individual entity the status of third-party beneficiary, and the Contract shall not be construed so as to create such status. The rights, duties and obligations contained in the Contract shall operate only between the Parties to the Contract and shall insure solely to the benefit of the Parties to this Contract.

12.12 Waiver

The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

13.0 Signatures

Each Party has full power and authority to enter into and perform this Agreement, and the person or persons signing this Agreement on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each Party acknowledges it has read this Agreement, understands, and agrees to be bound by it.

Cheatham County Tennessee

Henry M. Adkins & Son, Inc.

_____	_____	_____	_____
Authorized Signature	Date	Dustin Vanderburg President	Date

Printed Name			

Title			
_____	_____		
Authorized Signature	Date		

Printed Name			

Title			
_____	_____		
Authorized Signature	Date		

Printed Name			

Title			
_____	_____		
Pam Frejosky Cheatham County Administrator of Elections	Date		



Cheatham County, Tennessee

Unisyn Voting Solutions OpenElect Voting System Exhibit A Proposal Submitted by: Henry M. Adkins & Son, Inc.

331 Independence Ave. · Clinton, MO 64735 · 1-800-633-5503 · www.adkins-printing.com

Product Description	Quantity	Unit Price	Extended Price
Hardware			
FreedomVote Scan (FVS) Precinct Scanner Includes ballot box, Transport Media (TM), paper roll, firmware and one year warranty	18	\$ 5,450	\$ 98,100
FreedomVote Scan (FVS) Precinct Scanner Ballot Bin	18	\$ 195	\$ 3,510
FreedomVote Tablet (FVT) Ballot Marking Device (BMD) Includes privacy panel, keypad, headphones, paper roll, firmware and one year warranty	0	\$ 3,445	\$ -
OpenElect Voting Central Scan (OVCS) High Speed Scanner Includes desktop computer, dust cover, software, firmware and one year warranty	0	\$ 39,000	\$ -
mini OpenElect Voting Central Scan (mini OVCS) High Speed Scanner with Laptop Includes laptop, software, firmware and one year warranty	0	\$ 10,750	\$ -
mini OpenElect Voting Central Scan (mini OVCS) High Speed Scanner Includes software, firmware and one year warranty	0	\$ 8,100	\$ -
Transport Media (TM) Encrypted thumb drive used to load machines and tabulate results	0	\$ 95	\$ -
Election Management System (EMS) Laptop with Report Printer OpenElect Central Suite (OCS) Election Management Software installed	0	\$ 4,850	\$ -
Ballot on Demand (BOD) Printer with Windows laptop Printer with laptop; includes one year warranty on the printer and laptop	0	\$ 8,086	\$ -
Hardware Extended Total			\$ 101,610
Software			
OpenElect Central Suite (OCS) Election Management Software Tabulation only software installed	0	\$ -	\$ -
Auditor Software Package Risk Limiting Audit (RLA), adjudication and write-in software	0	\$ 7,500	\$ -
Software Extended Total			\$ -
Services			
Implementation Services Includes project management, installation, and acceptance testing	1	\$ 2,250	INCLUDED
Equipment and Software Training Includes staff training	1	\$ 1,750	INCLUDED
Election Day Support Includes and Adkins' representative on-site for the first two elections	0	\$ 2,750	\$ -
Services Extended Total		\$ -	-
Subtotal		\$ -	101,610
Customer Discount Includes trade-in allowance and recycling of existing equipment	1	\$ -	(10,800)
Freight	18	\$ 33	\$ 594
Total Solution Purchase Price		\$ -	91,404





Cheatham County, Tennessee

Unisyn Voting Solutions OpenElect Voting System Exhibit A Proposal Submitted by: Henry M. Adkins & Son, Inc.

331 Independence Ave. • Clinton, MO 64735 • 1-800-633-5503 • www.adkins-printing.com

Product Description	Quantity	Unit Price	Extended Price
Annual Software and Firmware Licensing			
OpenElect Central Suite (OCS) Software License	1	\$ 4,400	\$ 4,400
Auditor Software Package	0	\$ 1,500	\$ -
FreedomVote Scan (FVS) Firmware License	18	\$ 90	\$ 1,620
FreedomVote Tablet (FVT) Firmware License	58	\$ 60	\$ 3,480
OpenElect Voting Central Scan (OVCS) Software and Firmware License	0	\$ 2,050	\$ -
mini OpenElect Voting Central Scan (mini OVCS) Software and Firmware License	0	\$ 750	\$ -
Total Annual Software and Firmware License			\$ 9,500
Annual Maintenance / Extended Warranty (Gold Package)			
FreedomVote Scan (FVS) Gold Maintenance Package	18	\$ 205	\$ 3,690
FreedomVote Tablet (FVT) Gold Maintenance Package	58	\$ 150	\$ 8,700
OpenElect Voting Central Scan (OVCS) Gold Maintenance Package	0	\$ 3,750	\$ -
mini OpenElect Voting Central Scan (mini OVCS) Gold Maintenance Package	0	\$ 500	\$ -
Total Annual Gold Maintenance / Extended Warranty			\$ 12,390
Annual Fees Total		\$	21,890



UNISYN VOTING SOLUTIONS, INC.

By

HENRY M. ADKINS & SON, INC.

Software License Agreement

Exhibit B

Cheatham County, Tennessee

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Unisyn Voting Solutions, Inc., ("Unisyn") herein, grants **Cheatham County, Tennessee** ("Customer") the number and type of licenses indicated below for the software identified below ("Unisyn OpenElect Software").

Unisyn OpenElect Software	Type of License	Number of Licenses	Initial License Fee (Included in Proposal Price)	Annual License Fee (Per Unit)
OVO Firmware	Single Device	0	-	-
FVS Firmware	Single Device	18	\$125	\$90
OVI Firmware	Single Device	-	-	-
FVT Firmware	Single Device	58	\$105	\$90
OVCS Firmware	Single Device	0	-	-
<i>mini</i> OVCS Firmware	Single Device	0	-	-
Ballot Layout Manager	Single Device	0	-	-
Election Manager	Single Device	1	\$0	\$0
Tabulator Modules	Single Device	1	\$4,400	\$4,400
Auditor	Single Device	0	-	-
OVCS Software	Single Device	0	-	-
<i>mini</i> OVCS Software	Single Device	0	-	-

Unisyn shall also furnish the software maintenance services described herein for the Unisyn OpenElect Software licensed hereunder during the term of this agreement ("License Agreement"). This License Agreement contains the terms and conditions applicable to each individual License granted herein.

1. License.

1.1. Unisyn OpenElect Software.

Upon payment of the initial license fee for Unisyn OpenElect Software ("Initial Charge"), and on the payment of each annual license fee ("Annual License Fee") thereafter, Unisyn grants to Customer, and the Customer accepts, a nonexclusive, nontransferable License to use one copy of the Unisyn OpenElect Software provided by Unisyn to Customer ("Original") to conduct government related elections and related

activities within the Customer's jurisdiction, in compliance with the terms and conditions set forth in this License Agreement. As used in this License Agreement, Customer shall include directors, officers, employees, and contractors, provided such persons agree to comply with the provisions hereof.

1.2. Associated Third Party Software.

The Unisyn OpenElect Software is integrated with, or is accompanied by, software owned by various third parties ("Third Party Software"). Such Third Party Software is necessary for the operation of the hardware, Unisyn OpenElect Software and/or peripheral devices.

2. Term of License

The License for each item of Unisyn OpenElect Software shall begin on the date Unisyn ships the Unisyn OpenElect Software to Customer and shall continue until the next anniversary ("Anniversary") of the latter of (a) Delivery of the Unisyn OpenElect Software or (b) Acceptance, if Acceptance is required by a related Agreement. Thereafter, for a cumulative period not to exceed twenty (20) years, Customer may renew this License Agreement, annually, for successive one year terms, by paying the Annual License Fee. Regardless of the length of time the Unisyn OpenElect Software is licensed, Customer shall not acquire ownership of the Unisyn OpenElect Software, associated Third Party Software, or any rights other than those expressly granted to Customer in this License Agreement.

3. License Fees

3.1. The Initial Charge includes any Annual License Fee Customer is required to pay for the first year that Customer uses the Unisyn OpenElect Software licensed hereunder. Unisyn reserves the right to adjust Annual License Fees by providing sixty (60) days advance notice of any increase. If Customer does not wish to pay such increase Customer may terminate the License Agreement by discontinuing use of the Unisyn OpenElect Software and returning the Original and all Copies to Unisyn, along with the original and all copies of any associated user documentation ("User Documentation"). Customer shall immediately destroy all Copies of the Unisyn OpenElect Software remaining in electronic or other memory.

- 3.2. The Annual License Fee, and any other amounts payable by Customer pursuant to this License Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the Unisyn OpenElect Software or any services provided by Unisyn. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply Unisyn a tax exemption certificate in a form satisfactory to Unisyn and all applicable taxing authorities. If Unisyn is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse Unisyn for payment of such taxes upon receipt of Unisyn's invoice.
- 3.3. Unisyn shall invoice Customer for the Annual License Fee at least thirty (30) days in advance of the Anniversary. Customer shall pay such invoice on or before the Anniversary. If the Licenses granted pursuant to this License Agreement have multiple Anniversaries, or if Unisyn and Customer have entered into one or more related Warranty Agreements with differing Anniversaries, Unisyn may consolidate all of the Anniversaries. Unisyn shall do so by changing the Anniversary of one or more Licenses or Warranties so that it coincides with the Anniversaries of other Licenses or Warranties, which Anniversaries occur before the expiration of the next term of any License for which the Anniversary is being changed. Unisyn shall prorate the Annual License Fee for the resulting shortened term.

4. Customer's Use of Unisyn OpenElect Software

Each License is either a 1-5 Device License, or a Single Device License, as identified below. Customer's use of the associated Unisyn OpenElect Software is governed by the applicable grant below:

4.1. 1-5 Device License:

Unisyn grants Customer the right to use the Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in effect. Customer may install an image of the Original ("Copy" or "Image Copy") of the licensed Unisyn OpenElect Software into the memory of 1 to 5 computers as are reasonably necessary for the conduct of elections or related activities within the Customer's jurisdiction, so long as each computer is owned by or leased to Customer. Customer shall make no other copies of the Unisyn OpenElect Software, except for one archival copy ("Copy" or "Archival Copy"), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer shall not act as a Ballot Layout Service to third parties, or make the Unisyn OpenElect Software available to third parties.

4.2. Single Device License:

Customer is granted the right to use each Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in effect. Customer may install one image of each Original ("Copy" or "Image Copy") into the memory of a single election hardware device owned by or leased to Customer, which Unisyn has provided for or approved in writing for use with such Unisyn OpenElect Software. Customer shall make no other copies of the Software except for one archival copy ("Copy" or "Archival Copy"), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer

shall not act as a Ballot Layout Service to third parties, nor shall it make the Unisyn OpenElect Software available to third parties.

- 4.3. Some of the Third Party Software license agreements may additionally restrict the use of the associated Third Party Software. Such restrictions include, but are not limited to, placing limits on the number of copies that may be made. Customer is responsible for ensuring that its use of such Third Party Software complies with the terms and conditions of any applicable license agreements.
- 4.4. Customer may not use, copy, modify, transfer, rent, reverse engineer, decompile, disassemble, translate, create derivative works based upon, or perform any other similar process on any Unisyn OpenElect Software, portion thereof, or documentation, or Third Party Software provided by Unisyn, except as expressly authorized in this License Agreement. Customer shall not remove, alter, obscure, modify, or obliterate any copyright, trademark, proprietary or other protective notice, or serial number on any of the system components. Customer agrees not to act in contravention of any of Unisyn's rights or to assist others in doing so.
- 4.5. Customer shall not use the Unisyn OpenElect Software on hardware other than the hardware provided, or approved in writing, by Unisyn. Customer shall not make any changes to hardware which may affect Unisyn OpenElect Software performance, without the prior written consent of Unisyn, including but not limited to, changes to existing hardware configurations, network configurations, or terminal and printer characteristics.
- 4.6. Customer agrees to permit representatives of Unisyn to inspect the location and the computer hardware upon which the Unisyn OpenElect Software is being used or kept, Customer's records of use of the Unisyn OpenElect Software, and any Copies of the Unisyn OpenElect Software. Such inspections shall occur at reasonable times during normal business hours. In addition, Unisyn will use all reasonable efforts to minimize disruption to the normal business activities of Customer.

5. Maintenance

- 5.1. Unisyn shall maintain Customer's Unisyn OpenElect Software such that it operates in conformity with the current User Documentation for the installed version of such Unisyn OpenElect Software, including all error corrections or changes provided pursuant to Subparagraph 6.1 and Upgrades provided pursuant to Subparagraph 6.2. Unisyn shall use its best efforts to correct any reproducible error. Suspected error conditions will be investigated and corrected by Unisyn personnel at the Unisyn office to the extent possible.
- 5.2. If a problem cannot be resolved using remote diagnostics, with the Customer's authorization Unisyn will send a specialist to the Customer's site under the following terms:
 - 5.2.1. If the problem lies solely with Unisyn's Software, Unisyn is responsible for all expenses associated with the resolution of the problem, provided, however, that Customer has incorporated all error corrections or changes to the Unisyn OpenElect Software within thirty (30) days of receipt of the same from Unisyn, and

- 5.2.2. If the problem is Customer generated, including by the failure to incorporate all error corrections or changes in a timely manner, the Customer is responsible for all fees and expenses at Unisyn's then-current consulting service rate. Customer generated problems include, but are not limited to, problems that arise from the failure of hardware or software that is not licensed or under warranty from Unisyn, installation of the Unisyn OpenElect Software on hardware that was not provided or approved by Unisyn, or improper use of the Unisyn OpenElect Software or the hardware upon which it is installed.
- 5.3. As is reasonably necessary for Unisyn to perform maintenance, Customer shall:
 - 5.3.1. Provide Unisyn personnel with the work space necessary for the proper execution of its service obligations;
 - 5.3.2. Be responsible for maintaining the computer hardware, communications equipment, cabling, and all other hardware equipment;
 - 5.3.3. Make available computer time and assist in the testing and maintenance of software; and
 - 5.3.4. Make available all necessary supplies.

6. Changes to Unisyn OpenElect Software

- 6.1. Unisyn may provide Customer with unsolicited error corrections or changes to the Unisyn OpenElect Software that Unisyn determines from time to time are necessary for proper operation of the Unisyn OpenElect Software or the system with which the Unisyn OpenElect Software was provided or is a part ("System"). Customer shall incorporate these corrections or changes within thirty (30) days of receipt from Unisyn, unless Customer is granted permission in writing to delay the incorporation of such corrections or changes. Such error corrections or changes shall be treated as part of the Original of the Unisyn OpenElect Software for purposes of this License Agreement.
- 6.2. Unisyn may, from time to time, release Unisyn OpenElect Software improvements ("Upgrades"). Upgrades shall mean any added functionality or change to functionality of programs and materials not included in the Unisyn OpenElect Software at the time of the execution of this License Agreement. Upgrades do not include later released versions of the Unisyn OpenElect Software with a higher version number, which generally provide significantly increased functionality or introduce new technology. During the term of this License Agreement Customer is entitled to receive one copy of each Upgrade, including any associated documentation and installation procedures. Upgrades shall be treated as part of the Original of the Unisyn OpenElect Software for purposes of this License Agreement, whether or not installed by Customer. Specific training courses for Upgrades are available and are billable at Unisyn's standard published rates.
- 6.3. Customer may, from time to time, request modifications of the Unisyn OpenElect Software. If, in its discretion, Unisyn chooses to modify the Unisyn OpenElect Software, all such modifications shall be owned exclusively by Unisyn, and shall be treated as part of the Original Unisyn OpenElect Software for purposes of this License Agreement. Customer shall not modify, or permit a third party to modify, any Unisyn OpenElect

Software, unless it is authorized by an amendment to this License Agreement. Any such modifications will be billed to Customer at Unisyn's standard published rates.

7. Warranty

- 7.1. Unisyn warrants that it is the owner of Unisyn OpenElect Software or has the right to permit Customer to use the Unisyn OpenElect Software in compliance with the express terms of this License Agreement. Unisyn also warrants that when used with the hardware and software configuration purchased from or approved by Unisyn, the Unisyn OpenElect Software will perform free of software defects that would prevent the System from operating substantially in the manner described in the User Documentation at the time of shipment, and during any term of this License Agreement.
- 7.2. To the extent permitted by the owner of any Third Party Software Unisyn may provide, Unisyn shall pass through to the Customer all warranties provided to Unisyn. Otherwise, Third Party Software is delivered as is and without warranty.
- 7.3. Unisyn makes no other warranties, expressed or implied, of any kind or nature whatsoever concerning the software, the documentation, or any services provided hereunder.
- 7.4. Unisyn does not warrant uninterrupted operation or that the software will be error free. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

8. Intellectual Property

- 8.1. Unisyn warrants that the Unisyn OpenElect Software does not infringe upon any United States patent, copyright, or trademark rights of any third party.
- 8.2. If notified promptly in writing of any action brought against Customer alleging that Customer's use of the Unisyn OpenElect Software infringes upon a United States patent or copyright or trademark, Unisyn will defend such action at its expense and will pay the costs and damages awarded against Customer in such action, provided that Unisyn shall have sole control of the defense of any such action, and all negotiations for its settlement or compromise.
- 8.3. If the Unisyn OpenElect Software, or any portion thereof, is likely to become the subject of a claim or infringement, or if a final injunction is obtained against Customer's use of the Unisyn OpenElect Software, Unisyn will, at its option and at its expense, either
 - 8.3.1. Procure for Customer the right to continue using the Unisyn OpenElect Software,
 - 8.3.2. Replace or modify the same so that it becomes non-infringing, or
 - 8.3.3. Grant the Customer a credit for such Unisyn OpenElect Software as depreciated, and accept its return.
- 8.4. The foregoing shall be the entire liability of Unisyn with respect to alleged infringement of patents, copyrights, or trademarks by the Unisyn OpenElect Software or any part thereof.

9. No Other Warranties

The warranties contained in paragraphs 7 and 8 are in lieu of all other warranties and conditions express or implied, including, but not limited to, express or implied warranties of merchantability and fitness for a particular purpose. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.** Except as provided in Paragraphs 5 and 8, the sole and exclusive remedy of Customer, and the sole and exclusive liability of Unisyn, in any action concerning or arising from Customer's use of the Unisyn OpenElect Software or Third Party Software, any equipment in which the Unisyn OpenElect Software or Third Party Software is used, the acts or omissions of persons providing services related to the Unisyn OpenElect Software or Third Party Software, or any alleged breach of this License Agreement shall be limited solely and exclusively at Unisyn's option, to either repair or replacement of any defective Unisyn OpenElect Software, or a refund of the Initial License Charge paid by the Customer for the Unisyn OpenElect Software which is alleged to give rise to the claim or loss.

10. Limitation of Liability

- 10.1. Unisyn OpenElect Software may not perform properly for a variety of reasons that are beyond the control of Unisyn, including but not limited to the Unisyn OpenElect Software being negligently or improperly used, being modified, being installed on inappropriate hardware, or being supplied with improperly formatted data. Operation of the Unisyn OpenElect Software is the sole responsibility of the Customer and Unisyn shall not be responsible for the consequences of any changes to, or improper use of, the Unisyn OpenElect Software made by or on behalf of Customer.
- 10.2. Unisyn will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages, or liabilities arising out of Unisyn's performance under this License Agreement unless caused by the negligent act or omission of Unisyn, its subcontractors, agents, servants, or employees. Unisyn's liability under this License Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to Unisyn for the current term of this License Agreement. Neither Unisyn nor any manufacturer or software provider for this system shall in any event be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income, lost revenue, lost savings, increased expense of operation or lost profit, whether such damages were foreseeable or not at the time that this license agreement was entered into, and whether or not such damages arise out of a breach of warranty, a breach of contract, negligence, strict liability or any other theory of liability.
- 10.3. Unisyn's provision of Unisyn OpenElect Software to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of Unisyn and the Customer; Unisyn's obligations under this License Agreement extend solely to the Customer.

11. Indemnification

Unisyn shall indemnify and hold harmless the Customer from third party claims arising from, or alleged to arise from, the gross negligence or deliberate misconduct of Unisyn in the course of

performing under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property.

12. Confidential Information

- 12.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, Representative information, individually identifiable voter information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "secret," "confidential," or with words having similar meaning or which are expressly identified in this Subsection 12.1 Confidential Information includes:
- 12.1.1. All Unisyn OpenElect Software source and object code and written documentation associated therewith; and
 - 12.1.2. Unisyn's equipment configuration.
- 12.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need-to know basis.
- 12.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 12.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
- 12.5. Should Customer receive a request for information regarding this Agreement that in Customer's interpretation is subject to an Open/Public Records Act, but otherwise may constitute confidential information under this Section, Customer shall immediately forward such request to Unisyn. Unisyn shall promptly determine whether Unisyn will object to the disclosure of the information. Any documents required to be disclosed under such Open/Public Records Act shall be deemed to be excluded from the definition of Confidential Information.
- 12.6. Customer Confidential Information.

In addition to anything that may be Confidential Information pursuant to an associated Agreement, Customer may also possess research, statistical, identifying, or other information about private individuals, which it may be necessary to share with Unisyn in the course of Unisyn's performance of this License Agreement. In addition to anything that may be Confidential Information pursuant to an associated Agreement, such information about private individuals is Confidential Information. Unisyn shall not use or reveal such Confidential Information furnished by or on behalf of Customer that is identifiable to any specific private person for any purpose other than the purpose for which Customer obtained it. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose

in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Customer shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

13. Termination

- 13.1. In the event either Party breaches one or more provisions of this License Agreement, the injured Party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. Unisyn may immediately terminate this License Agreement for a breach of any of Paragraphs or Subparagraphs: 4, 6.3, or 12.1, and seek any legal remedy to which Unisyn may be entitled, including but not limited to injunctive relief.
- 13.2. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorneys fees. If the breach identified in the notice cannot be completely cured with the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 13.3. In the event of termination of this License Agreement or any portion thereof, by expiration of its term or by either Party, Customer shall immediately discontinue use of the Unisyn OpenElect Software and will return the Original and all Copies of the Unisyn OpenElect Software to Unisyn along with the original and all copies of the documentation. Customer shall immediately destroy all Copies of the Unisyn OpenElect Software remaining in electronic or other memory.

14. Circumstances Beyond the Control of Unisyn or Customer

Should any circumstances beyond the control of Unisyn or Customer occur that delay or render impossible the performance of any obligation due under this License Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war; acts of terrorism; acts of God; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Unisyn and Customer. Unisyn shall not be liable under this License Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Paragraph 14 shall not operate to excuse any Party from paying amounts that are owed pursuant to this License Agreement.

15. Electronic Signatures/Law

The Parties acknowledge that this License Agreement may be accepted using an electronic signature that consists of Customer's indication that it intends to be bound, and that such a signature shall be legally binding to the same extent as a written signature by a Party's authorized representative. Any use of the Unisyn OpenElect Software by Customer also constitutes acceptance of this License Agreement. Each Party waives any legal requirement that this License

Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

16. Survival

The provisions of Paragraphs and Subparagraphs 3.2, 4.3, 4.4, 7.3, 7.4, 8.5, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 21, and 22 shall survive the expiration or termination of this License Agreement.

17. Assignment and Right to Subcontract

Neither Party may assign its rights, obligations, or interests in this License Agreement without the written consent of the other Party, providing however that Unisyn may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this License Agreement to a financial institution without prior consent of the Customer.

18. Legality and Severability

This License Agreement and the Parties' actions under this License Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this License Agreement is held to be illegal or unenforceable, the remainder of this License Agreement shall not be affected thereby and each term or provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing this License Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

19. Applicable Law

Interpretation of this Agreement shall be governed by the laws of the State of Tennessee, and the courts of the State of Tennessee.

20. Waiver

Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement nor a waiver of any breach or subsequent breach not directly associated with the specific situation wherein the right was not asserted.

21. Notices

All notices required under this License Agreement, shall be sent by registered mail, certified mail, or other delivery refers to for which receipt can be verified. Notice shall be deemed to have been given on the date actually received or, if delivery was refused, on the date delivery was refused by an individual at the address provided for the receiving Party as set forth below. Either Party may change the address to which notices shall be delivered by providing ten (10) days' advance written notice to the other Party at the address listed in this Paragraph 21, or other then current address to which notices are to be delivered.

22. Entire Agreement/Modifications

This License Agreement, together with any Agreement of which this License Agreement initially formed a part, states the entire agreement between Customer and Unisyn concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this License Agreement shall be effective unless it is in writing, expressly indicates that it modifies this License Agreement and is signed by the duly authorized representatives of both Customer and Unisyn.

IN WITNESS WHEREOF, Customer and Unisyn have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

**CHEATHAM COUNTY,
TENNESSEE:**

**UNISYN VOTING SOLUTIONS, INC.
by Henry M. Adkins & Son, Inc.:**

Authorized Signature

Authorized Signature
Dustin Vanderburg

Printed Name

Printed Name
President

Title

Title

Date

Date

HENRY M. ADKINS & SON, INC.

Extended Warranty and Maintenance Agreement

Cheatham County, Tennessee

Hardware	# of Units	Annual Fee	Total
OpenElect FreedomVote Scan (FVS)	18	\$205	\$3,690
OpenElect Freedom Vote Tablet (FVT)	58	\$150	\$8,700

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Henry M. Adkins and Son, Inc., ("Adkins") hereby agrees to provide extended warranty/maintenance ("Extended Warranty") to Cheatham County, Tennessee ("Customer"), for the hardware identified above, or as may be added later. If this Extended Warranty Agreement is initially entered into as part of a larger agreement ("Agreement"), defined terms herein have the same meaning as in the agreement.

1. **Extended Warranty.** Adkins warrants that each item of hardware identified above, or for which an Extended Warranty has been purchased, when used with the hardware and software configuration purchased from or approved by Adkins ("System"), will during any term of this Extended Warranty Agreement be free of defects that would prevent the System from operating substantially in the manner intended.
2. **Term of Warranty.** The term of the initial Extended Warranty Agreement shall be one year, beginning on execution of agreement. Thereafter, Customer may renew this Extended Warranty Agreement, annually, for successive one-year terms, by paying the annual extended warranty/maintenance fee ("Warranty Fee").
3. **Fees.**
 - 3.1 The Warranty Fee, at the time of execution of the Extended Warranty Agreement, is as stated above.
 - 3.2 The Warranty Fee, and any other amounts payable by Customer pursuant to the Extended Warranty Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the hardware or any services provided by Adkins. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply Adkins with a tax exemption certificate in a form satisfactory to Adkins and all applicable taxing authorities. If Adkins is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse Adkins for payment of such taxes upon receipt of invoice.
 - 3.3 Adkins shall invoice Customer for the Warranty Fee in December of each year.
 - 3.4 Adkins shall invoice Customer for work provided for which additional fees are due as such work is done (example: misuse, water damage, etc.)
 - 3.5 All amounts past due shall bear interest at the rate of one and one-half percent (1-1/2%) per month (or the maximum extent allowed under applicable law, whichever is less). Interest charges shall accrue beginning on the date of original invoice if the outstanding balance that is thirty (30) days or more past due.

4. Warranty Work.

- 4.1 If, during any term of this Extended Warranty Agreement, any item of hardware

identified above fails to satisfy the Extended Warranty Agreement articulated in this Extended Warranty Agreement Adkins shall, either provide full and complete repair or provide a replacement of the hardware identified above. The following conditions apply:

- 4.1.1 Adkins will bear all costs to repair equipment, including but not limited to, shipping, freight, parts, and labor.
- 4.1.2 In the event a hardware unit may not be repaired before an election, Adkins will issue the County a "loaner" unit to use.
- 4.1.3 Adkins will conduct annual preventative maintenance on all equipment listed above.
- 4.2 The following services are not Warranty Work, and Adkins shall invoice Customer at Adkins' then current time and material rates for:
 - 4.2.1 The replacement of consumable items such as batteries, paper rolls, etc. (CMOS battery replacement is included in warranty every four (4) years)
 - 4.2.2 The repair or replacement of hardware damaged by accident, abuse, improper usage, or as a result of service modification by anyone other than Adkins or its authorized agent or service representative; or
 - 4.2.3 Other similar work which Customer requests, and which Adkins agrees to perform.

5. No Other Warranties

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

6. Limitation of Liability.

- 6.1 The hardware may not perform properly for a variety of reasons that are beyond the control of Adkins, including but not limited to, the hardware being negligently or improperly used, being modified, being used with inappropriate software, or being supplied with improperly formatted data. Operation of the hardware is the sole responsibility of the Customer and Adkins shall not be responsible for the consequences of any changes to, or improper use of, the Adkins hardware made by or on behalf of Customer.
- 6.2 Adkins will not be liable for any claims, actions, suits, proceedings, costs expenses, damages, or liabilities arising out of Adkins' performance under this Extended Warranty Agreement unless caused by the negligent act or omission of Adkins, its subcontractors, agents, servants, or employees. Adkins' liability under this Extended Warranty Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to Adkins for the current term of this Extended Warranty Agreement.
- 6.3 Adkins' provision of Services to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of Adkins and the Customer; Adkins' obligations under this Extended Warranty Agreement extend solely to the Customer.

7. Termination.

- 7.1 In the event either Party breaches one or more provisions of this Extended Warranty Agreement, the injured party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least (30) days. Adkins may immediately terminate this Extended Warranty Agreement for a breach and seek any legal remedy to which Adkins may be entitled, including but not limited to injunctive relief.
- 7.2 In the event the violating party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorney's fees. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

8. Assignment and Right to Subcontract

Neither Party may assign its rights, obligations, or interests in this Extended Warranty Agreement without the written consent of the other Party, provided however that Adkins may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this Extended Warranty Agreement to a financial institution without prior consent of the Customer.

9. Legality and Severability.

This Extended Warranty Agreement and the Parties' actions under this Extended Warranty Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Extended Warranty Agreement is held to be illegal or unenforceable, the remainder of this Extended Warranty Agreement shall not be affected thereby, and each term or provision of this Extended Warranty Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing this Extended Warranty Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

10. Entire Agreement/Modifications.

This Extended Warranty Agreement, together with any Agreement of which this Extended Warranty Agreement initially forms a part, states the entire agreement between Customer and Adkins concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this Extended Warranty Agreement shall be effective unless it is in writing, expressly indicates that it modifies this Extended Warranty Agreement and is signed by the duly authorized representatives of both Customer and Adkins.

IN WITNESS WHEREOF, Customer and Adkins have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

Henry M. Adkins & Son, Inc.

Cheatham County, Tennessee

Authorized Signature

Authorized Signature

Dustin Vanderburg

Printed Name

Printed Name

Vice President

Title

Title

Date

Date

RESOLUTION: 10 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On Interlocal Agreement Between Cheatham County And Bi-County Solid Waste Management

DATE: July 15, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

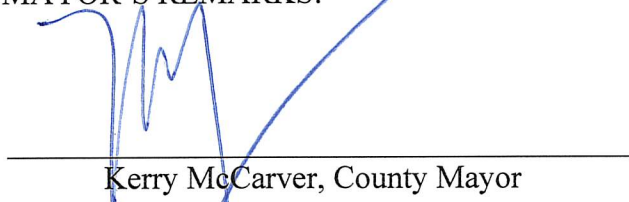
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Interlocal Agreement between Cheatham County and Bi-County Solid Waste Management is approved.

A copy of the agreement is attached.

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

David Anderson	Yes	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 19th day of July 2024.



Abby Short, County Clerk



**INTERLOCAL AGREEMENT BETWEEN BI-COUNTY SOLID WASTE
MANAGEMENT SYSTEM AND CHEATHAM COUNTY FOR THE DISPOSAL OF
SOLID WASTE**

THIS INTERLOCAL AGREEMENT (hereinafter, the "Agreement"), is entered into by and between Cheatham County (hereinafter, "County") and Bi-County Solid Waste Management Systems (hereinafter, "Bi-County"), a solid waste entity created by interlocal agreement and pursuant to the laws of the State of Tennessee, located at: 3212 Dover Road, Woodlawn, Tennessee 37191, to establish the terms and financial responsibilities for the provision of disposal of solid waste.

RECITALS

WHEREAS, County and Bi-County are public instrumentalities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, Section 12-9-104;

WHEREAS, County desires to secure services to a sanitary landfill for ultimate disposal; and,

WHEREAS, Bi-County disposes of solid waste; and,

WHEREAS, County agrees to pay Bi-County to dispose of all solid waste from County at Bi-County's sanitary landfill owned and/or operated by Bi-County in accordance with Federal, State, and local laws, regulations, rules and ordinances; and,

WHEREAS, in reliance upon this Agreement, County and Bi-County will secure the necessary equipment, permits, approvals, services and personnel to fulfill all obligations contained herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Purpose of Agreement. The purpose of this Interlocal Agreement is to clearly define the contractual responsibilities and financial obligations of the County and Bi-County for the disposal of solid waste from County to the Bi-County landfill.
- II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated, Sections 12-9-101, *et seq.*, and the parties agree that all approvals and filings required by the terms of the Act shall be achieved prior to the execution of this Agreement.
- III. Definitions.

1. "Agreement" shall mean this Interlocal Agreement between County and Bi-County as contained herein.

2. "County Solid Waste" shall mean the non-hazardous material as defined by CERCLA and all other applicable laws and non-special solid waste material collected by private haulers or the County and delivered by County, at its sole cost and expense, to Bi-County's Sanitary Landfill, including garbage, refuse, trash, bulky waste construction and remodeling debris, and commercial waste. The solid waste materials must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under all applicable Federal, State and local laws, regulations, and permits governing it.

3. "Hazardous Waste" shall mean solid waste defined as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §260 *et seq.*, regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic waste.

4. "Sanitary Landfill" means the Bi-County landfill located at: 3212 Dover Road, Woodlawn, Tennessee.

5. "Special Waste" shall mean any discarded material from a non-residential source as defined by the State of Tennessee Rules of Tennessee Department of Environment and Conservation Division of Solid Waste Management.

6. "Work" means all labor, services, equipment, and material necessary to complete the obligations and all other requirements included in this Agreement.

7. "Excluded Waste" shall mean Hazardous Waste, Special Waste as disallowed by the State of Tennessee, yard waste, medical waste, discarded appliances and white goods, toxic substances, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not permitted to be disposed of in a Subtitle D, Class 1 landfill.

IV. County Obligations.

1. The County shall collect its County Solid Waste.
2. The County shall deliver the County Solid Waste to the Sanitary Landfill and exclude from delivery all Hazardous Waste and Special Waste. The County Solid Waste shall be delivered by County, at its sole cost and expense, during normal hours of operation for Bi-County to: 3212 Dover Road, Woodlawn, Tennessee 37191.
3. The County shall communicate and share all pertinent data to assist Bi-County in planning and efficient management for the disposal of County Solid Waste.

V. Bi-County's Obligations. Bi-County shall be responsible for securing necessary permits and approvals from relevant Federal, State and local governmental agencies having jurisdiction of its disposal operations referenced herein. During the term hereof, Bi-County shall receive and accept County Solid Waste delivered to it by County at the Sanitary Landfill, all in compliance with applicable laws and regulations.

VI. Compensation to Bi-County.

1. The Service Fee due to Bi-County from the County for Bi-County's receipt of County Solid Waste and disposal of such waste at the Sanitary Landfill shall be pursuant to the following schedule:

Cost: Per Ton: \$25.25

This shall be the Service Fee for services rendered by Bi-County to County beginning July 1, 2024, and continuing through June 30, 2025. Thereafter, the following Service Fee shall be applied during the listed time periods:

<u>Term</u>	<u>Service Fee Per Ton</u>
a. July 1, 2025 through June 30, 2026	\$26.05
b. July 1, 2026 through June 30, 2027	\$26.85
c. July 1, 2027 through June 30, 2028	\$27.70
d. July 1, 2028 through June 30, 2029	\$28.55
e. July 1, 2029 through June 30, 2030	\$29.45
f. July 1, 2030 through June 30, 2031	\$30.35
g. July 1, 2031 through June 30, 2032	\$31.30
h. July 1, 2032 through June 30, 2033	\$32.25
i. July 1, 2033 through June 30, 2034	\$33.25
j. July 1, 2034 through June 30, 2035	\$34.25
k. July 1, 2035 through June 30, 2036	\$35.30

Bi-County shall dispose of County Solid Waste delivered to it on a per ton basis as stated above without further cost to County. The Service Fee for the services rendered by Bi-County shall be expressed in terms of U.S. dollars per ton (2,000 pounds) of solid waste.

2. Bi-County shall invoice County on a monthly basis for the County Solid Waste received by it, and payment thereon shall be due from County thirty (30) days after receipt of the invoice.

3. In no event shall County deliver less than 1500 tons per month to the Sanitary Landfill. This will be calculated by Bi-County on a three (3) month average performed every quarter. Hence, the first quarter shall consist of the tonnage delivered to the Sanitary Landfill by County from January 1 through March 31; the second quarter shall consist of the tonnage delivered to the Sanitary Landfill by County from April 1 through June 30; the third quarter shall consist of the tonnage delivered to the Sanitary Landfill by County from July 1 through September 30; and, the fourth quarter shall consist of the tonnage delivered to the Sanitary Landfill by County from October 1 through December 31. In the event the quarterly average of tonnage delivered to the Sanitary Landfill by County is less than 1500 tons per month, then County shall pay to Bi-County the shortfall. The shortfall shall be the tonnage rate pursuant to the Agreement multiplied by the amount of tons necessary to get to 1500 average tons per month for the quarter. Bi-County shall invoice County for this shortfall amount within thirty (30) days of the end of the quarter and County shall pay this amount to Bi-County within thirty (30) days thereafter.

4. Without the prior written approval of Bi-County, County shall not deliver more than 3000 tons per month to the Sanitary Landfill.

5. In addition, Bi-County shall charge County the current rate for any Special Waste or other items delivered by County to the Sanitary Landfill for which it customarily imposes a fee for handling.

VII. Representations and Warranties of County. The County Solid Waste delivered to the Bi-County Sanitary Landfill by County will not contain either Hazardous or Special Waste disallowed by the State of Tennessee. The County warrants that it shall exercise its best efforts to maintain its collection and transportation of Solid Waste to the Bi-County Sanitary Landfill in compliance with the terms hereof and in compliance with all applicable Federal, State and local laws and regulations throughout the term of this Agreement. Bi-County reserves the right to reject any County Solid Waste that it determines, in its sole and absolute discretion, contains any Hazardous or Special Waste disallowed by the State of Tennessee. Further, County shall pay all reasonable costs of removal and remediation for any Special Waste or Hazardous Waste delivered to Bi-County by it during this Agreement. County shall be responsible for the proper disposal of Excluded Waste in the

event any such waste is provided to Bi-County for disposal and rejected by it in its sole and absolute discretion.

VIII. Health and Safety.

1. In the performance of this Agreement, County will be solely and completely responsible for the health and safety of all persons, including employees and property during the transportation of County Solid Waste to the Bi-County Sanitary Landfill. Health and safety provisions will conform to the following: U.S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County, and local laws, ordinances, codes; and all other regulations. When any of these conflict, the more stringent regulation/requirement will be followed. County's failure to thoroughly familiarize itself with the aforementioned safety provision will not relieve it from its responsibility to comply with the safety provisions. County shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as Bi-County may determine and communicate to it in writing, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the delivery of County Solid Waste to the Bi-County Sanitary Landfill.

2. It is a condition of this Agreement, and shall be made a condition of each subcontract, which County enters into pursuant to this contract, that County and any subcontractor shall not permit any employee, in performance of the Agreement, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. It is a condition of this contract that any authorized representative for the United States, State of Tennessee or Bi-County shall have the right of inspection to any site or vehicle used in the performance of this Agreement and to inspect or investigate the matter of compliance with the construction safety and health standards.

4. If death, serious injuries, or serious property damages are caused by County in the transportation of County Solid Waste to Bi-County or otherwise in the performance of its obligations under the terms of this *Agreement*, the accident or loss will be reported verbally and immediately to the then acting Executive Director of Bi-County. In addition, County must promptly report in writing to Bi-County within twenty-four (24) hours from County's discovery of all accidents or incidents or loss whatsoever arising out of or in connection with the transportation and delivery of County Solid Waste to the Sanitary Landfill.

- IX. Term. The initial term of this Agreement shall be for a period of three (3) years year beginning July 1, 2024, and ending June 30, 2027 This Agreement shall automatically renew under the terms provided herein for successive three (3) year terms for up to twelve (12) years including, but not limited to the rate schedule contained in Section VI, unless notice of termination is provided by either party not less than sixty (60) days prior to the end of the then expiring term. Notice of termination may be given by either party at such time without cause and in the sole and absolute discretion of the party providing notice of termination.
- X. Default. Except as otherwise provided herein, if either party allegedly defaults in the performance of any of the warranties, covenants, or conditions contained herein for a period of thirty (30) days after the other party has given the defaulting party written notice of such default, unless a longer period of time is required to cure such default, and the party allegedly defaulting shall have commenced to cure such default within said period and pursues diligently to the completion thereof, the other party may: i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30)-day period; ii) cure the default at the expense of the defaulting party; and, iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right of all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that, in the exercise of due diligence during the aforesaid thirty (30) day period, such cure cannot reasonably be affected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period. Notwithstanding the foregoing or anything contained herein to the contrary, if Bi-County is unable to accept the County Solid Waste at the Sanitary Landfill for a period of thirty (30) days or longer, then County shall have the right to terminate this Agreement immediately upon notice to Bi-County.
- IX. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- X. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act. County shall provide a copy of a Certificate of Liability Insurance naming Bi-County as an additional insured.

XI. General Terms.

1. Choice of Law and Forum. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any action and/or term of this Agreement, or any of its exhibits herein, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Montgomery County, Tennessee.

2. Notices. All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

County: Cheatham County
100 Public Square
Suite 105
Ashland City, Tennessee 37015
Attention: County Mayor

With a copy to: Cheatham County
100 Public Square
Suite 115
Ashland City, Tennessee 37015
Attention: Director of Accounts and Budgets

Bi-County: Bi-County Solid Waste Management
Attention: Mark Neblett
3212 Dover Road
Woodlawn, Tennessee 37191

With copy to: Raymond F. Runyon
Runyon & Runyon
301 Main Street
Clarksville, Tennessee 37040

3. Entire Agreement and Modifications in Writing. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

4. Assignment. The rights and obligations of this Agreement are not assignable.
5. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.
6. Compliance with Laws. The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.
7. Employment Practices. Neither party shall subscribe to any personnel policy which permits or allows for the protection, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.
8. Relationship Between the Parties. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
9. Severability. If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.
10. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, Bi-County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce its rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
11. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

12. Effective Date. This Agreement shall not be binding upon the parties until it has been properly approved by the governing bodies of the respective parties. When it has been signed and filed, this contract shall be effective July 1, 2024.

13. Force majeure/Impracticability. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to a circumstance of force majeure. Moreover, should a circumstance of force majeure last more than ninety (90) days, either County or Bi-County may terminate this Agreement by written notice to the other party, without liability in such event. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State of Tennessee or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; tornadoes; floods; explosions; or any other cause or event not reasonably within the control of either party that would substantially impair or prohibit the performance by the party of the obligations imposed on such party by this Agreement. This includes, but is not limited to, any delay in approval of any permit necessary for Bi-County to expand waste disposal areas or any change in any law or government regulation making it unfeasible for County or Bi-County to perform under this Agreement, but Bi-County must have submitted necessary permit applications with sufficient time for approval prior to need and must have acted in good faith to pursue and obtain such permits.

IN WITNESS WHEREOF, the County and Bi-County have executed this Agreement effective as of the date and year provided herein.

ATTEST:

CHEATHAM COUNTY, TENNESSEE

By: _____

By: _____

DATE: _____

DATE: _____

ATTEST:

BI-COUNTY SOLID WASTE
MANAGEMENT SYSTEM

By: _____

By: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

County Attorney

RESOLUTION: 10 (C)
RESOLUTION TITLE: To Approve Mayor's Signature On Madison County Juvenile Detention Center Contract
DATE: July 15, 2024
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

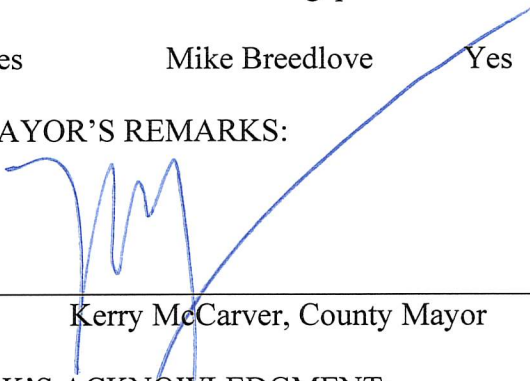
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Madison County Juvenile Detention Services contract is approved.

A copy of the contract is attached.

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

David Anderson	Yes	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 19th day of July 2024.



Abby Short, County Clerk



SECURE DETENTION CONTRACT
Between
MADISON COUNTY OFFICE OF JUVENILE COURT SERVICES
And
CHEATHAM

This contract for secure detention care services for juveniles is by and between Madison County Office of Juvenile Court Services and CHEATHAM hereinafter referred to as MCJCS and County.

In consideration of the mutual promises and amounts set out below, the parties enter into this contract according to the following provisions:

1. That upon available secure bedroom units within the MCJCS detention facility, MCJCS shall provide detention care services for those juveniles ordered to be detained by the Court having jurisdiction of juvenile cases within the county within the provisions of this contract. This order shall be based on the detention criteria set forth in TCA 37-1-114. Detention care services shall consist of detaining the juvenile in the MCJCS detention facility and providing said juvenile with food, shelter and such other physical necessities as may be determined by the supervisor of the MCJCS detention facility.
2. That actual placement at the facility will be preceded by a telephone call by County personnel expressing intent and approximate time of arrival and departure. That upon the Judge or Referee of the Court with juvenile jurisdiction not being available or accessible, either of the following persons shall be allowed to place juveniles with a signed and docketed petition or an arrest report and a Detention Order signed by the Juvenile Court Judge and delivered at the time of placement. The designated persons authorized to place juveniles and obligate said county for related cost under this contract are:

Vinny Morgano

Mallory Jennings

Lori Warster

It shall be noted that MCJCS detention facility has the obligation to refuse placement if the call is not placed by one of the persons authorized by this contract to make placement arrangements. Thus, these persons are the ONLY persons allowed to make arrangements for placement of juveniles.

3. That MCJCS reserves the right to refuse placement under this contract under the following circumstances:
 - a. That, as determined by MCJCS detention facility personnel, secure bedroom space is not available.
 - b. That, as determined by the MCJCS detention personnel, said juvenile is an imminent threat of harm to him/herself or other residents because of his/her emotional or mental state.
 - c. That the alleged offense of the juvenile to be placed is a status offense. It is the expressed intent of MCJCS to provide secure detention care services only for delinquent offenders.
 - d. That the child's needs and circumstances are beyond the ability of MCJCS Detention personnel to safely and appropriately accommodate in the detention setting.
4. The County agrees that it will be responsible for the cost of any emergency, medical, or dental care if determined necessary by the MCJCS detention facility personnel. In the event prolonged medical or dental attention is required, MCJCS detention facility personnel will notify County of such conditions and County shall assume responsibility for and arrange for such care. The County agrees to authorize the Judge or Referee of the Court with juvenile jurisdiction, or the designated officers as listed herein to sign appropriate forms which would authorize medical attention and local medical facilities for said juveniles in case emergency care is deemed necessary by the MCJCS detention personnel and the appropriate medical personnel.
5. That the County shall, at its own expense, transport all juveniles to and from the MCJCS detention facility.
6. Neither party's liability shall exceed any cap or limitation on damages or liability that exist pursuant to state or federal law. Should County carry liability insurance

above the cap or limitation on damages or liability as established by state or federal law, County's liability to any party described herein shall not exceed the existing coverage afforded to the County under the liability insurance policies for the events giving rise to a claim against the County pursuant to this contract.

7. That MCJCS detention facility personnel are authorized to release duly placed juveniles of said County upon written order or written request from the Judge or Magistrate of Court having juvenile jurisdiction or Officers of the Court as designated herein to law enforcement officers of said County or to party as designated by the written order or request.
8. The regular charges are one hundred eighty five dollars (\$185.00) per day. Any part of the initial day is counted as a full day.
9. The terms of this agreement shall be from July 1, 2024 through June 30, 2025

Prison Rape Elimination Act (PREA) Statement of Compliance

Madison County Juvenile Detention Center shall be committed to a zero tolerance standard for all forms of sexual abuse/assault/misconduct/harassment or rape within the facility and shall be committed to reducing the risk of sexual abuse, sexual harassment, assault, misconduct and rape through implementing the Prison Rape Elimination Act (PREA) as outlined in *Public Law 108-79 standard 115.311*.

- That youth placed in the MCJDC by your county will understand that sexual activity between another youth or staff is prohibited and is subject to criminal disciplinary action.
- That further in Pursuant to *TCA 37-1-403 AND 37-1-605* , any person who has knowledge of or is called upon to render aid to any resident/child who is being abused, sexually, sexually assaulted or sexually harassed has the duty to report such abuse. Therefore, your county has the duty to report such abuse whether the abuse happened before, during or after the child was a resident at the MCJDC. All allegations of abuse must be reported to the DCS Abuse Hotline 1-877-237-004.

IN WITNESS WHEREOF, the parties have by their duly authorized representative(s)
have set their signatures.

MADISON COUNTY JUVENILE COURT SERVICES

BY: _____, Detention Supervisor DATE: _____

BY: _____, Director DATE: _____

BY: _____, County Mayor DATE: _____

BY: _____, _____ DATE: _____

BY: _____

CONTRACTED COUNTY

BY: _____ DATE: _____

BY: _____, County Executive DATE: _____

RESOLUTION: 11

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: July 15, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 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.

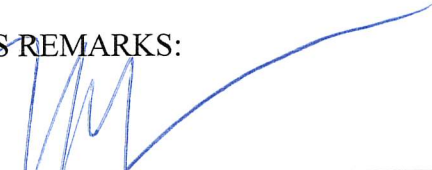
SECTION 9. That this act shall have no effect unless the same shall be approved by two-thirds (2/3) vote of the legislative body of Cheatham County Its approval or non-approval shall be proclaimed by the presiding officer of the legislative body of Cheatham County and shall be certified to the Secretary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

SECTION 10. For the purpose of approving or rejecting the provisions of this act, it shall become effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 9.

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

David Anderson	Yes	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 19th day of July 2024.



Abby Short, County Clerk



RESOLUTION: 12

RESOLUTION TITLE: To Approve The Resolution To Establish An Updated Occupational Safety and Health Program Plan, Devise Rules And Regulations, And To Provide For A Safety Director And The Implementation Of Such Program Plan

DATE: July 15, 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 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the Cheatham County Legislative Body hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED BY THE Cheatham County Legislative Body, that there be and is hereby amended as follows:

TITLE:

This section shall be known as “The Occupational Safety and Health Program Plan” for the employees of Cheatham County.

PURPOSE:

The County Legislative Body is electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement.
 - b) Continually analyze the worksite to identify all hazards and potential hazards.
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.

- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.

- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
- 6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.
- 7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of Cheatham County shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the Cheatham County Legislative Body are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, the Director of Human Resources is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

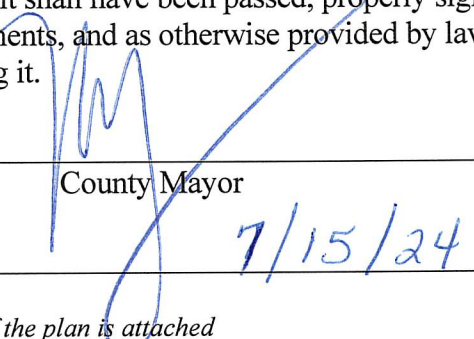
Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the Cheatham County Legislative Body.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the County of Cheatham requiring it.


7/19/24
 _____ Date
 County Mayor
 _____ 7/15/24 _____ Date Passed

A copy of the plan is attached

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

David Anderson	Yes	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 19th day of July 2024.



Abby Short, County Clerk



PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF CHEATHAM COUNTY.

SECTION	PAGE
I. PURPOSE AND COVERAGE	5
II. DEFINITIONS.....	5
III. EMPLOYER'S RIGHTS AND DUTIES.....	6
IV. EMPLOYEE'S RIGHTS AND DUTIES.....	7
V. ADMINISTRATION.....	8
VI. STANDARDS AUTHORIZED.....	9
VII. VARIANCE PROCEDURE	9
VIII. RECORDKEEPING AND REPORTING	10
IX. EMPLOYEE COMPLAINT PROCEDURE	10
X. EDUCATION AND TRAINING.....	11
XI. GENERAL INSPECTION PROCEDURES	12
XII. IMMINENT DANGER PROCEDURES.....	13
XIII. ABATEMENT ORDERS AND HEARINGS	14
XIV. PENALTIES.....	14
XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION.....	14
XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS.....	15
XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED.....	15
APPENDICES	
I. WORK LOCATIONS	16
II. NOTICE TO ALL EMPLOYEES	17
III. PROGRAM PLAN BUDGET	18
IV. ACCIDENT REPORTING PROCEDURES	19-20

I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of Cheatham County.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The County of Cheatham in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the County and includes each administrative department, board, commission, division, or other agency of the County of Cheatham.
- c. SAFETY DIRECTOR or SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of Cheatham County.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.

- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the Cheatham County Legislative Body.
- n. CHIEF EXECUTIVE OFFICER means the County Mayor.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employer's place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and

- carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
 - i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer the opportunities provided in § 50-3-203.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 - 1. The Safety Director may designate a person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 - 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as

- effective as those employed by the Safety Director.
3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. **The Safety Director shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART,

Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if not, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

- a. Safety Director and/or Compliance Inspector(s):
 1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
 2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use

in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employee's work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids or gases, explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocuting; Struck by/Caught In; Trench Cave In; Heat Stress; and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will ensure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question

- privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
 - c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
 - d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
 - e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
 - f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
 - g. Advance Notice of Inspections.
 - 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 - 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
 - h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
 - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
 - 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
 - i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
 - 1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 - 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 - 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 - 4. The administrative or operational head of the workplace in which the imminent danger exists, or his

authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.

5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
 2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
 1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
 1. The standard, rule, or regulation which was found to violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.
 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking

action in one of the following ways as appropriate and warranted:

1. Oral reprimand.
2. Written reprimand.
3. Suspension for three (3) or more working days.
4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

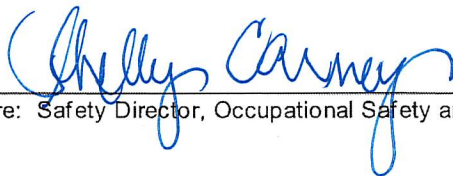
XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

Signature: Safety Director, Occupational Safety and Health and Date



1/22/24

APPENDIX - I WORK LOCATIONS
(ORGANIZATIONAL CHART)

Organizational Chart / Work Locations

Work Location - Name	Address	Contact Person	Phone #	# Employees
Mayor's Office	350 Frey St. Ashland City, TN 37015	Kerry McCarver	615-792-4316	2
Economic Community Development	328 Frey St. Ashland City, TN 37015	Gena Anzaldua	615-792-2379	2
Building Commissioner	338 Frey St. Ashland City, TN 37015	Franklin Wilkinson	615-792-7915	4
Veteran's Service	322 Frey St. Ashland City, TN 37015	Angela Hunt	615-246-1477	3
Cheatham Co. Public Library	188 John Mayfield Dr., Suite 200 Ashland City, TN 37015	May Linger	615-792-4828	11
Chancery Court	100 Public Square Suite 106 Ashland City, TN 37015	Pam Jenkins	615-792-4620	6
Circuit Court	100 Public Square Suite 225 Ashland City, TN 37015	Holly Waller	615-792-3272	13
Probation	100 Public Square Suite 117 Ashland City, TN 37015	Lori Worster	615-792-1643	8
Soil Conservation	1104 N Main St. Ashland City, TN 37015	Janice Weiss	615-792-4421	1
EMS	3455 Bell St. Ashland City, TN 37015	BJ Hudspeth	615-792-4324	47
TOTAL				97

Organizational Chart / Work Locations

Work Location - Name	Address	Contact Person	Phone #	# Employees
EMA	100 Public Square Suite 90, Ashland City, TN 37015	Edwin Hogan	615-792-3443	2
Jail	100 Public Square Ashland City, TN 37015	JJ Hannah	615-792-2025	48
Sheriff's Department	264 S Main St. Ashland City, TN 37015	Tim Binkley	615-792-4341	60
Solid Waste	2791 Sam's Creek Rd, Pegram, TN 37143	Mike Russell	615-792-7538	21
Animal Control	2797 Sam's Creek Rd, Pegram, TN 37143	Brittney Sellers	615-792-3647	9
South Cheatham Library	358 N Main St. Kingston Springs, TN 37082	May Linger	615-952-4752	7
Trustee	354 Frey St. Suite A, Ashland City, TN 37015	Cindy Perry	615-792-4298	6
Property Assessor	354 Frey St., Suite B, Ashland City, TN 37015	Cindy Burney	615-792-5371	8
Maintenance	107 Sycamore St. Ashland City, TN 37015	Jim Rice	615-533-9056	7
Highway Department	1027 George Boyd Rd, Ashland City, TN 37015	Robert Hester	615-792-4240	30
TOTAL				198

Organizational Chart / Work Locations

Work Location – Name	Address	Contact Person	Phone #	# Employees
Register of Deeds	354 Frey St, Suite C, Ashland City, TN 37015	Chrissy Henderson	615-792-4317	4
Human Resources	354 Frey St, Suite D, Ashland City, TN 37015	Shelly Carney	615-792-2340	1
Accounting	354 Frey St, Suite E, Ashland City, TN 37015	Sandrine Batts	615-792-7314	5
Election Office	318 Frey St. Ashland City, TN 37015	Pam Frejosky	615-792-5770	3
County Clerk	354 Frey St, Suite F, Ashland City, TN 37015	Abby Short	615-792-5179	14
911	100 Public Square Suite 95, Ashland City, TN 37015	Linda Nichols	615-792-1214	18
UT Extension Office	316 Frey St, Ashland City, TN 37015	Sierra Knaus	615-792-4420	4
TOTAL				49
GRAND TOTAL				344

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF CHEATHAM COUNTY

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to ensure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director.


Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before Safety Director for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of Cheatham County is available for inspection by any employee at Human Resource Director's Office during regular office hours.



Signature: COUNTY MAYOR AND DATE

7/22/24

APPENDIX - III PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that Cheatham County has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

- (1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will ensure completion of required reports and records in accordance with Section VIII of the basic plan.
- (16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.
- (51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.
- (251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, inpatient hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.

2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

RESOLUTION: 13

RESOLUTION TITLE: To Defer The Resolution Establishing Minimum Design and Construction Specifications For New Roads Accepted By Cheatham County Indefinitely

DATE: July 15, 2024

MOTION BY: Mr. Walter Weakley

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

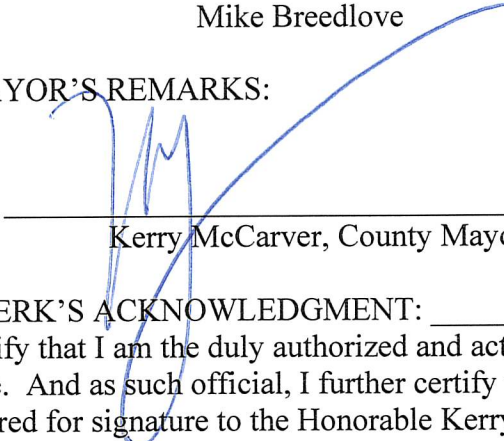
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to defer the resolution establishing minimum design and construction specifications for new roads accepted by Cheatham County indefinitely.

RECORD: Approved by voice vote 1 Absent

- | | |
|--------------------|----------------------|
| David Anderson | 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 19th day of July 2024.

Abby Short

Abby Short, County Clerk



RESOLUTION: 14
RESOLUTION TITLE: To Approve The Installation Of A Safe Haven Baby Box At Pleasant View Fire Station 1
DATE: July 15, 2024
MOTION BY: Mr. Calton Blacker
SECONDED BY: Ms. Diana Lovell

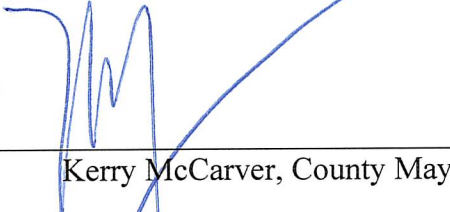
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the installation of a Safe Haven Baby Box at Pleasant View Fire Station 1. The total cost for the baby box will be \$21,000.00, The Town of Pleasant will contribute \$5,000.00, leaving \$16,000.00 for the County to pay.

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

David Anderson	Yes	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 19th day of July 2024.

Abby Short

Abby Short, County Clerk



RESOLUTION: 15
RESOLUTION TITLE: To Approve Maintenance Upgrades For EMA
DATE: July 15, 2024
MOTION BY: Mr. Calton Blacker
SECONDED BY: Mr. B.J. Hudspeth

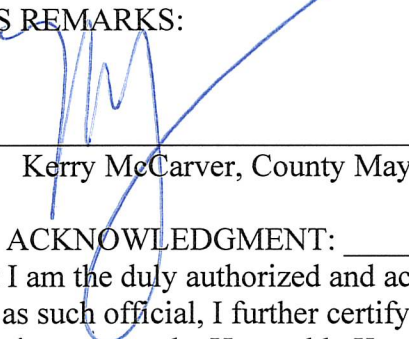
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve maintenance upgrades for Emergency Management Agency in the amount of \$68,500.00.

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

David Anderson	Yes	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:

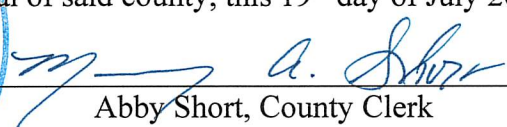

Kerry McCarver, County Mayor

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 19th day of July 2024.




Abby Short, County Clerk

RESOLUTION: 16
RESOLUTION TITLE: To Deny The Installation Of A Double Canopy At The Health Department
DATE: July 15, 2024
MOTION BY: Mr. Calton Blacker
SECONDED BY: Ms. Diana Lovell

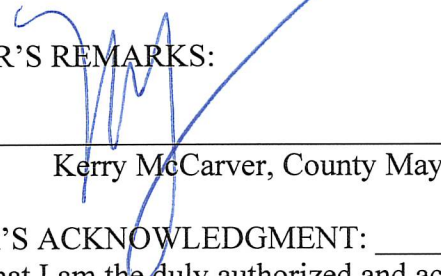
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the installation of a double canopy at the Health Department is denied.

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

David Anderson	Yes	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

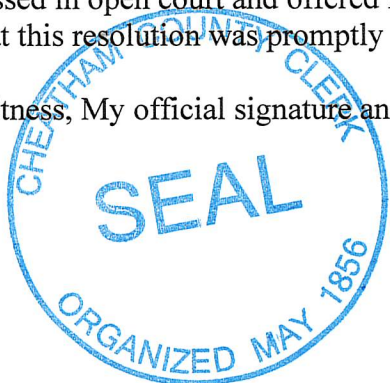
CHEATHAM COUNTY MAYOR'S REMARKS:

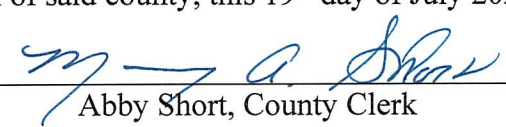

Kerry McCarver, County Mayor

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 19th day of July 2024.




Abby Short, County Clerk

RESOLUTION: 17
RESOLUTION TITLE: To Defer Nominations To The Library Board Of Trustees Until August
DATE: July 15, 2024
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Mike Breedlove

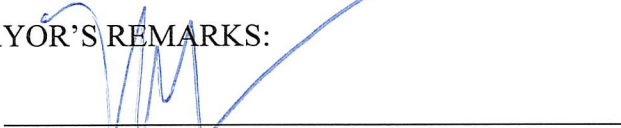
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to defer nominations to the Library Board of Trustees until August.

RECORD: Approved by voice vote 1 Absent

David Anderson	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

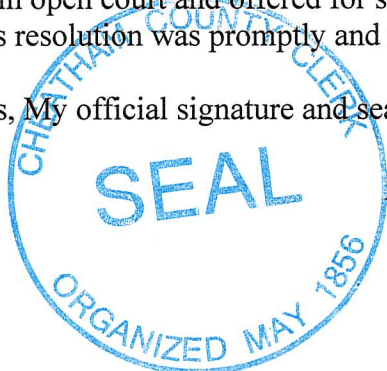
CHEATHAM COUNTY MAYOR'S REMARKS:

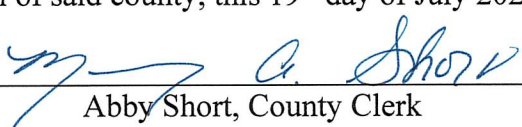

Kerry McCarver, County Mayor

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 19th day of July 2024.




Abby Short, County Clerk

RESOLUTION: 18
RESOLUTION TITLE: To Approve The Reappointments Of Amber Locke And Gina Anzaldua To The Rail Authority
DATE: July 15, 2024
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Calton Blacker

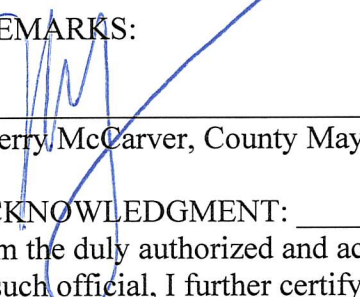
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to reappoint Amber Locke, term ending January 31, 2027 and Gina Anzaldua, term ending June 31, 2027 to the Rail Authority.

RECORD: Approved by voice vote 1 Absent

David Anderson	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:



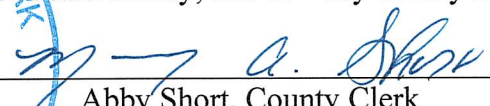
Kerry, McCarver, County Mayor

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 19th day of July 2024.





Abby Short, County Clerk

RESOLUTION: 19
RESOLUTION TITLE: To Reduce The Speed Limit On Bluebird Drive and Cardinal Drive
DATE: July 15, 2024
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. James Hedgepath

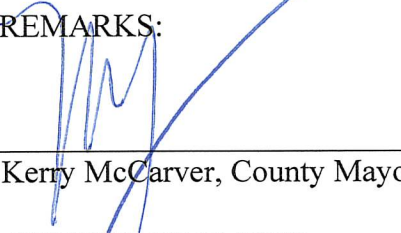
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to reduce the speed limit on Bluebird Drive and Cardinal Drive in Pleasant View from 45 mph to 25 mph.

RECORD: Approved by voice vote 1 Absent

David Anderson	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

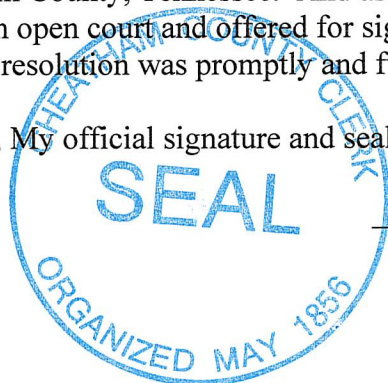
CHEATHAM COUNTY MAYOR'S REMARKS:


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 19th day of July 2024.




Abby Short, County Clerk

RESOLUTION: 20
RESOLUTION TITLE: Consent Calendar
DATE: July 15, 2024
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 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

Karsten H. Binkley
Lori Goodman.

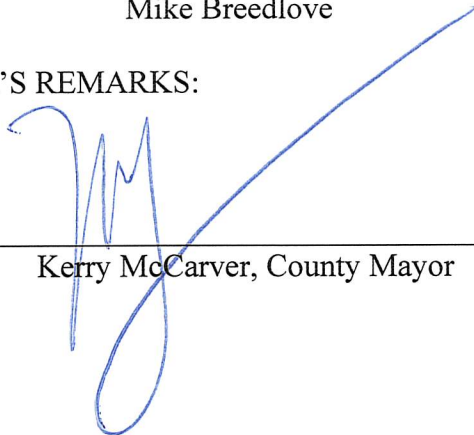
Melissa Butler
Debra R. McCoy

April M. Elliott.

RECORD: Approved by voice vote 1 Absent

David Anderson	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 19th day of July 2024.





Abby Short, County Clerk

RESOLUTION: 21
RESOLUTION TITLE: Adjourn
DATE: July 15, 2024
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Eugene O. Evans, Sr.

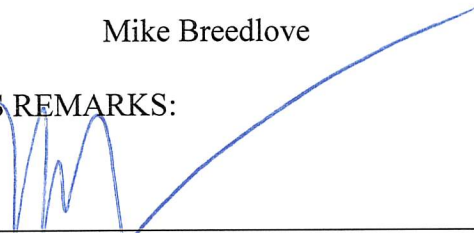
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of July 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 6:55 P.M.

RECORD: Approved by voice vote 1 Absent

David Anderson	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:

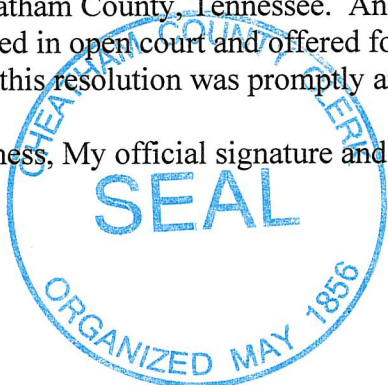


Kerry McCarver, County Mayor

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 19th day of July 2024.





Abby Short, County Clerk