

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
September 20, 2021

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

COUNTY COMMISSIONERS

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

PUBLIC FORUM: Chairman Mr. Donnie Jordan opened Public Forum at 6:00 P.M.

Public Forum closed at 6:00 P.M.

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Mike Breedlove at 6:00 P.M.

Invocation was offered by Mr. Ronnie Barron.

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

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

Chairman, Mr. Donnie Jordan stated item number two on the Agenda under New Business needs to say Vote on Redistricting Committee (1st – Entire Commission plus Mayor 2nd – Committee of 6 members appointed by Chairman plus Mayor). Calendar and Rules will also be heard under New Business Section.

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the September 20, 2021 Legislative Body Meeting Agenda as amended.

Motion approved by voice vote 4 Absent. See Resolution 2.

Motion was made by Ms. Diana Lovell, seconded by Mr. Tim Williamson to approve the Minutes from the August 16, 2021 Regular Session Legislative Body Meeting.

Motion approved by voice vote 4 Absent. See Resolution 3.

NEW BUSINESS

County Clerk, Ms. Teresa Gupton assumed the Chair.

County Clerk Ms. Teresa Gupton asked for nominations for the purpose of electing a Chairperson for the Legislative Body for Fiscal Year September 1, 2021 through August 31, 2022.

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to nominate Mr. Donnie Jordan as Chairman of the County Legislative Body.

Mr. Tim Williamson and Mr. Ed Greer called for nominations to cease.

Motion approved by Acclamation 4 Absent. See Resolution 4.

Chairman Mr. Donnie Jordan assumed the Chair.

Chairman Mr. Donnie Jordan asked for nominations for the purpose of electing a Chairman Pro Tem for the Legislative Body for Fiscal Year September 1, 2021 through August 31, 2022.

Motion was made by Mr. Ed Greer, seconded by Mr. David Anderson to nominate Mr. Tim Williamson as Pro Tem of the County Legislative Body.

Mr. Chris Gilmore called for all nominations to cease.

Motion approved by Acclamation 4 Absent. See Resolution 5.

CALENDAR, RULES AND NOMINATING: Motion was made by Mr. Tim Williamson, seconded by Mr. Chris Gilmore to approve a Redistricting Committee of 6 members appointed by the Chairman plus the County Mayor.

Motion approved by voice vote 4 Absent. See Resolution 6.

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell, to approve the County Commission to combine all committee meetings into one meeting to be held on the second Monday of each month starting October 2021 for a three-month trial to be voted on again at the end of the trial period.

*The meeting in October will be held on Tuesday October 12th due to Columbus Day.

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 7.

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

PUBLIC HEARING: Chairman Mr. Donnie Jordan opened Public Hearing at 6:13 P.M.
The following was advertised to be heard:

- 1. Betty Davidson requesting a Zone Change from Agriculture to R1 for a 3.25 acre portion of Map 066, Parcel 1.00. Property is located at 1050 Davidson Road, in the 5th Voting District, and is not in a Special Flood Hazard Area.*
- 2. Dixie and Jimmy Johnson requesting a Zone Change from Agriculture to R1 for Map 073, Parcel 073.00. Property is located at 1030 Robbie Drive, in the 5th Voting District, and is in Special Flood Hazard Area.*

Lisa Sampson, Daughter of Dixie Johnson, spoke explaining their request.

Public Hearing Closed at 6:14 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr. to approve the Zone Change request for Betty Davidson from Agriculture to R1 for a 3.25 acre portion of Map 066, Parcel 1.00. Property is located at 1050 Davidson Road, in the 5th voting district, and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 8.

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

Motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr., to approve the Zone Change request for Dixie and Jimmy Johnson from Agriculture to R1 for Map 073, Parcel 073.00. Property is located at 1030 Robbie Drive, in the 5th voting district, and is in a Special Flood Hazard Area.

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 9.

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

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

- A.) *The Mayor's signature on Life Check Systems contract for the jail*
- B.) *The Mayor's signature on contract regarding payment for Mental Health Evaluation and Treatment Services for Criminal Defendant's charged with misdemeanors only*
- C.) *The Mayor's signature on Geotechnical Services contract regarding the study of existing ground conditions subject to review and approval by County Attorney (Jail & Highway Garage)*
- D.) *The Mayor's signature on Contract Agreement between EMS and Medical Examiner Dr. Kyle Kakac MD*
- E.) *The Mayor's signature on Resolution regarding "American Rescue Plan Act" Act of 2021 funding being used toward the New Jail*

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 10.

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

County Mayor, Mr. Kerry McCarver appointed Mr. James Hedgepath to the River Road Utility Board.

County Mayor, Mr. Kerry McCarver reported he signed the THSO Grant Contract for the Sheriff's Department (100% grant).

CAPITAL IMPROVEMENTS- County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. David Anderson to approve additional 6 parking lot islands in front of Food Lion at the Sycamore Square Complex in the amount of \$11,270.00.

Funding Source: Sycamore Square

Motion approved by roll call vote 7 Yes 1 No 4 Absent. See Resolution 11.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Absent	Walter Weakley	Absent
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	No	Ed Greer	Yes
Connie Mayo	Absent	Randy Liles	Absent

County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. Tim Williamson to relocate the Heliport Light Switch at the Emergency Medical Service Center on Bell Street in the amount of \$9,000.00.

Funding Source: State Grant Fund

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 12.

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

County Mayor, Mr. Kerry McCarver stated the Redistricting Committee will meet one week from tomorrow night in General Sessions Courtroom at 6:00 P.M.

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

County Buildings	\$24,541.00
Sheriff	\$653.90
Other Emergency Management	\$45,484.00
Mayor	\$48.00
Cheatham County Library	\$500.32
South Cheatham Library	\$251.58

Budget Vote: 4 Yes 0 No 1 Absent

Funding Source: Various

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 13.

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

Motion was made by Mr. Ed Greer, seconded by Mr. David Anderson, to approve a Three-Year Capital Outlay Note for the Harpeth Middle School Drainage Project not to exceed \$560,320.00 with \$200,000.00 to come from the School Upgrade Fund and \$360,320.00 to come from Education Debt.

Mr. Tim Williamson stated the Education Committee did not recommend this.

Motion was made to Table the vote on the Capital Outlay Note until the end of the meeting.

Motion approved by voice vote 4 Absent. See Resolution 14.

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans Sr., to authorize the following County assets surplus:

Department: EMS

Item: 4 mounts for cardiac monitors

Additional Information: Items have reached end of life

Once approved for surplus items will be disposed of

Department: Building Maintenance

Item: 2000 Chevrolet Silverado

VIN Number: 1GCEK19T7Y284656

Mileage: 183,876

Item: 2006 Chevrolet Silverado2500

VIN Number: 1GCHK23076F253488

Mileage: 107,341

Once approved for surplus items will be sold, recycled, or disposed of

Department: Animal Control (former EMS vehicle donated by Ashland City Fire Department)

Item: 2008 Ford Expedition

VIN Number: 1FMFU165X8LA08748

Mileage: 153,199

Additional Information: Does not run

Once approved for surplus items will be sold, recycled, or disposed of

Budget Vote: 5 Yes 0 No 0 Absent

Funding Source: None

Motion approved by roll call vote 8 Yes 0 No 4 Absent. See Resolution 15.

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

Motion was made by Mr. David Anderson, seconded by Mr. Eugene O. Evans, Sr., to bring back the discussion of the Harpeth Middle School Drainage Project Three-Year Capital Outlay Note.

Motion approved by voice vote 4 Absent. See Resolution 16.

After discussion Original Motion and Second were withdrawn.

Motion was made by Mr. Ed Greer, seconded by Mr. David Anderson, to approve the Three-Year Capital Outlay Note for the Harpeth Middle School Drainage Project not to exceed \$560,320.00.

Motion failed by roll call vote 6 Yes 2 No 4 Absent.

David Anderson	Yes	Donnie Jordan	No
Gary Binkley	Absent	Walter Weakley	Absent
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	No
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Absent	Randy Liles	Absent

Chairman, Mr. Donnie Jordan asked Tim Williamson and Chris Gilmore if they would bring this back before commission next month.

Chairman, Mr. Donnie Jordan asked Ms. Sandrine Batts what the sales tax percentage was Ms. Sandrine Batts stated it was at 30%.

COUNTY ATTORNEY – MR. MICHAEL BLIGH: Mr. Bligh stated he will not be able to attend the County Commission Committee Meeting in October. Mr. Bligh invited questions.

ECONOMIC AND COMMUNITY DEVELOPMENT: Director, Mr. Jerome Terrell stated they have 8 open projects underway, 2 have closed. Mr. Terrell stated there are 65 jobs between the 2 projects that have closed. Mr. Terrell stated the new website is still in progress. Mr. Terrell stated they have 85 RFI's they have not responded to yet due to sites being unavailable.

OTHER COUNTY OFFICIALS

COUNTY CLERK- MS. TERESA GUPTON: County Clerk, Teresa Gupton invited questions.

COUNTY TRUSTEE – MS. MARGIE JARRELL: The Trustee’s monthly report is included in the packet and is on file in the Clerk’s Office.

SCHOOL BOARD- DR. CATHY BECK: Dr. Cathy Beck encouraged everyone to look at the drainage issue at Harpeth Middle School. Dr. Beck stated COVID numbers look good, and the attendance numbers are within normal range. Dr. Beck stated due to a shortage in bus drivers they are struggling to get kids to school. Dr. Beck stated last spring they received a grant to repurpose an old school bus as a Book Mobile and Stem Lab which will be ready next April.

Mr. Chris Gilmore asked Dr. Beck if they have already paid an engineer on the drainage issue.

Dr. Beck stated they have. They felt like they needed to, to make a good decision.

SHERIFF – MR. MIKE BREEDLOVE: Sheriff Breedlove stated they had 101 inmates currently in the Jail. Mr. Breedlove stated they are seeing an increase in the overdose and deaths. Mr. Breedlove stated at least 1 overdose death a day has occurred. Mr. Breedlove stated last month he had 24 employees out with COVID but most of them have returned to work. Mr. Breedlove invited questions.

County Mayor, Mr. Kerry McCarver stated the Jail Committee will be holding a meeting in the David McCullough room on September 30th at 3:00 P.M.

COUNTY SERVICES

UT EXTENSION- MR. RONNIE BARRON: Mr. Ronnie Barron stated they had several stem projects starting. Mr. Barron stated they will be starting robotics with the 4H clubs once they get their schedules. Mr. Barron stated they had several Master Beef and Master Gardener classes in the works. Mr. Barron stated they are working with farmers in training who may qualify for the Ag Enhancement Funds. Mr. Barron announced the 4H Chick Chain was a success.

STANDING COMMITTEES

EDUCATION- Mr. Williamson stated they did meet. The items discussed have already been addressed.

EMERGENCY SERVICES – They did meet. Mr. Donnie Jordan presented, Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson, to approve a change of wording on page 2 of the contract with Pegram Fire Department from 5/5Y to 5/5X.

Motion approved by voice vote 4 Absent. See Resolution 17.

ROAD AND BRIDGE – They did meet.

TECHNICAL COMMITTEE – Mr. Chris Gilmore stated when they change the meetings, they will have a discussion.

CONSENT CALENDAR

Motion was made by Mr. Tim Williamson, seconded by Ms. Diana Lovell to approve the following applicants for Notary Public:

Notaries

Sarah L. Allen
Kelsey Hall
Holly J. Miller
Delica D. Penrod
Jennifer Lynn Thomsen
Anita K. Wilson

Michael J. Cleveland
Rona C. Hatter
Akwasi F. Opoku
Cheri B. Ray
Tasha Ann Upchurch
Rebecca Ann Wray

Deletha A. Crane
Gloria D. Jones
Tamar Opoku
Terry L. Spence
Joe Williams

Motion approved by voice vote 4 Absent. See Resolution 18.

ANNOUNCEMENTS AND STATEMENTS

Ms. Diana Lovell invited everyone to the Creekers Ball this Saturday starting at 10:00 A.M. on Pond Creek Road.

Motion was made by Mr. Tim Williamson, seconded by Mr. Eugene O. Evans, Sr. to adjourn at 7:18 P.M.

Motion approved by voice vote 4 Absent. See Resolution 19.


County Clerk

Legislative Body Chairman



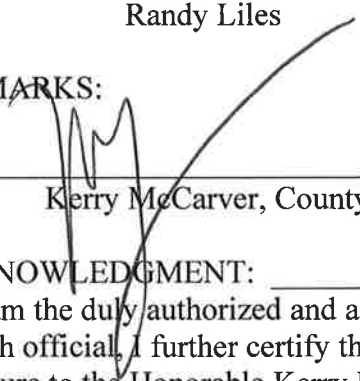
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: September 20, 2021
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

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

RECORD:

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

CHEATHAM COUNTY MAYOR'S REMARKS:



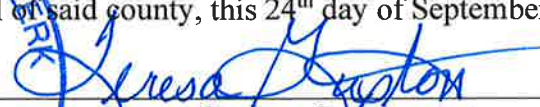
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.





Teresa Gupton, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda As Amended
DATE: September 20, 2021
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

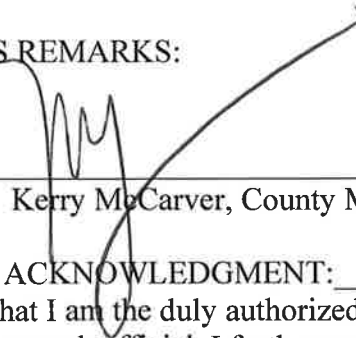
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the September 20, 2021 Legislative Body meeting is approved by adding item number two on the Agenda under New Business: Vote on Redistricting Committee (1st – Entire Commission plus Mayor 2nd – Committee of 6 members appointed by Chairman plus Mayor), Calendar and Rules will also be heard under New Business Section.

RECORD: Approved by voice vote 4 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.

A handwritten signature in blue ink, appearing to read "Teresa Gupton", written over a horizontal line.

Teresa Gupton, County Clerk



RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: September 20, 2021
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Tim Williamson

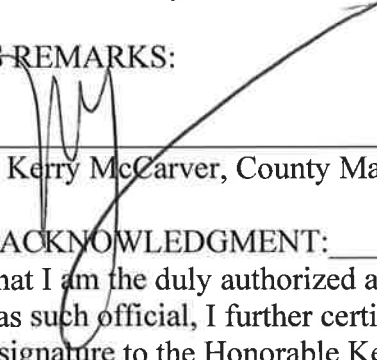
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September, 2021, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the August 16, 2021 Regular Session Legislative Body Meeting are approved.

RECORD: Approved by voice vote 4 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:

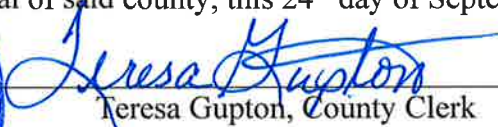

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.




Teresa Gupton, County Clerk

RESOLUTION: 4
RESOLUTION TITLE: To Elect Donnie Jordan Chairman Of The County Legislative Body
DATE: September 20, 2021
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

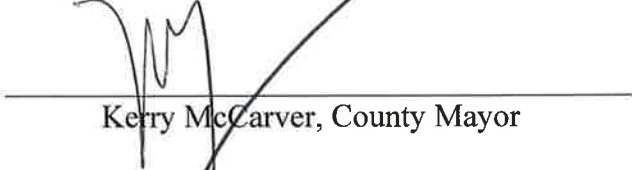
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Donnie Jordan is elected Chairman of the Cheatham County Legislative Body.

RECORD: Approved by Acclimation 4 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 24th day of September 2021.




Teresa Gupton, County Clerk

RESOLUTION: 5
RESOLUTION TITLE: To Elect Tim Williamson Pro Tem Of The County Legislative Body
DATE: September 20, 2021
MOTION BY: Mr. Ed Greer
SECONDED BY: Mr. David Anderson

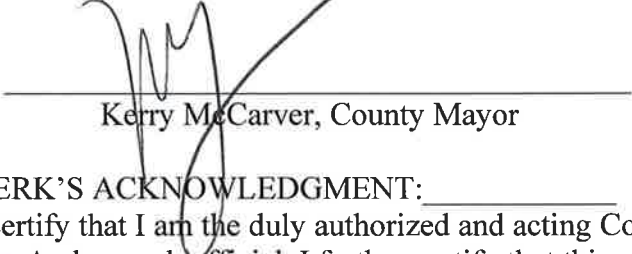
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Tim Williamson is elected Pro Tem of the Cheatham County Legislative Body.

RECORD: Approved by Acclamation 4 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 24th day of September 2021.




Teresa Gupton, County Clerk

RESOLUTION: 6
RESOLUTION TITLE: To Approve The Redistricting Committee
DATE: September 20, 2021
MOTION BY: Mr. Tim Williamson
SECONDED BY: Mr. Chris Gilmore

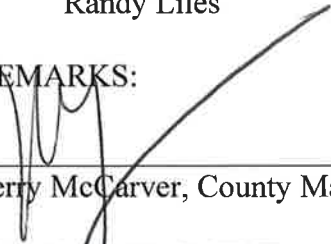
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a Redistricting Committee of 6 members appointed by the Chairman plus the County Mayor.

RECORD: Approved by voice vote 4 Absent.

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

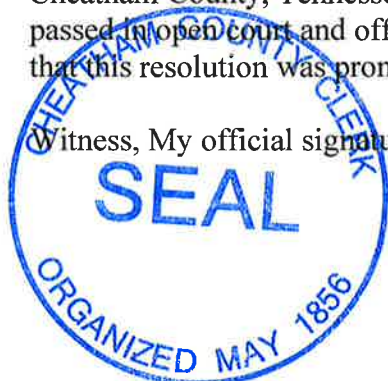
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.




Teresa Gupton, County Clerk

RESOLUTION: 7
RESOLUTION TITLE: To Approve The County Commission To Combine All Committee Meetings Into One Meeting
DATE: September 20, 2021
MOTION BY: Mr. David Anderson
SECONDED BY: Ms. Diana Lovell

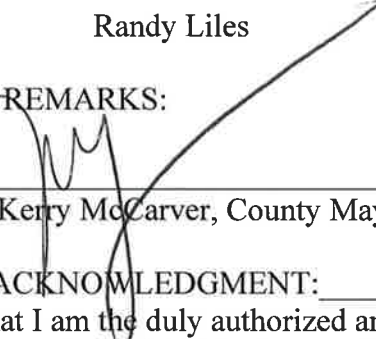
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the County Commission to combine all committee meetings into one meeting to be held on the 2nd Monday of each month starting in October 2021 for a three-month trial to be voted on again at the end of the trial period.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

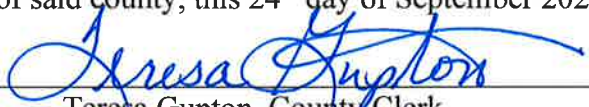

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 24th day of September 2021.




Teresa Gupton, County Clerk

RESOLUTION: 8

RESOLUTION TITLE: To Approve A Zone Change Request On Property Located At 1050 Davidson Road

DATE: September 20, 2021

MOTION BY: Ms. Diana Lovell

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

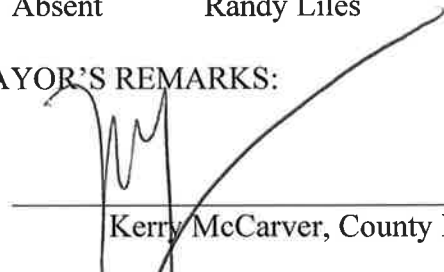
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Betty Davidson from Agriculture to R1 for Map 066, Parcel 1.00. Property is located at 1050 Davidson Road, in the 5th voting district, and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.


Teresa Gupton, County Clerk



RESOLUTION: 9
RESOLUTION TITLE: To Approve A Zone Change Request On Property Located At 1030 Robbie Drive
DATE: September 20, 2021
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Eugene O. Evans, Sr.

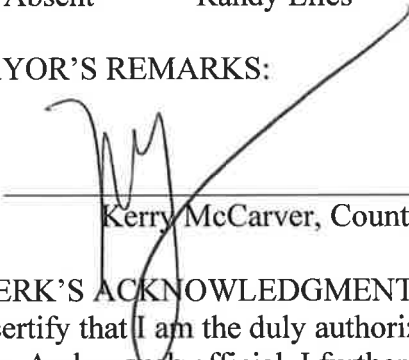
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Zone Change request for Dixie and Jimmy Johnson from Agriculture to R1 for Map 073, Parcel 073.00. Property is located at 1030 Robbie Drive, in the 5th voting district, and is in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.

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

Teresa Gupton, County Clerk



RESOLUTION: 10 (A)

RESOLUTION TITLE: To Approve The Mayor's Signature On Life Check Systems Contract For The Jail

DATE: September 20, 2021

MOTION BY: Ms. Diana Lovell

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

COMPLETED RESOLUTION:

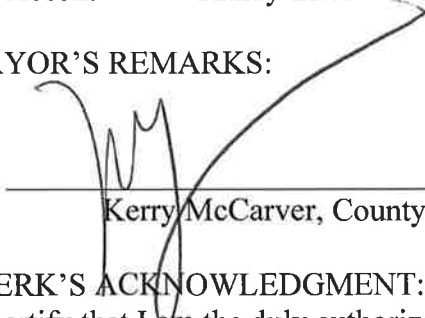
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Life Check Systems contract for the Jail.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.

Teresa Gupton
Teresa Gupton, County Clerk





Renewal Quote & Terms
July 30, 2021

Cheatham County Sheriff's Office
Sheriff Mike Breedlove
(615) 792-4341

This Renewal Quote is for the Cheatham County Sheriff's Office ("Cheatham County"), and the following terms, as well as any online terms and conditions, apply to the continued use of the Life Check Systems ("LCS") technology at the detention facility specified below:

Cheatham County Jail
200 Court Square
Ashland City, TN 37015

Bed Capacity: 116

1. Expiration Date of Current Term. Cheatham County's current LCS term expires October 20, 2021.
2. Renewal Term & Cost. Cheatham County agrees to a renewed term of service for **two years** under the same terms as originally agreed in Exhibit 1, such that the new term shall end on October 19, 2023. The monthly fee shall continue to be \$500 per month with no additional charges.
3. Additional Equipment Costs. LCS will sell this equipment at these per unit prices:
 - Location Tags - \$3.00
 - 3-Bay Wireless Charger - \$50
 - 1-Bay Wireless Charger - \$35
 - Belt-clip Holsters - \$35
 - Mobile Devices - \$675

Approved:

Life Check Systems, LLC
Brandt McMillan, CEO
7/30/2021 8:26 AM

Approved:

Cheatham County Sheriff's Office

By: _____ [name]

Date: _____

EXHIBIT 1 to 2021 Renewal Quote



Price Quote
 August 27, 2020
 Valid for 45 Days

Cheatham County Sheriff's Office
 Sheriff Mike Breedlove
 (615) 792-4341

Quote Terms

This Price Quote is for the Cheatham County Tennessee Sheriff's Office ("Cheatham County"), and the following terms, as well as any online terms and conditions, apply to the implementation and use of the Life Check Systems ("LCS") technology at the detention facility specified below:

Cheatham County Jail
 200 Court Square
 Ashland City, TN 37015

Number of Beds: 116

1. Software Licensing Fee. Cheatham County shall pay LCS a one-time software license fee of \$3,000. This single fee covers use of the system at the facilities listed above, and Cheatham County will never be required to pay any additional software license fees, even if it renews its contract for additional terms. The licensing fee includes all software upgrades, system improvements, and new functions.
2. Cost of Mobile Devices. Cheatham County shall pay LCS \$675 per mobile device needed to operate the system. Cheatham County can order and purchase as many mobile devices as it needs, and it can add as many additional LCS mobile devices to its system in the future as it wants. Cheatham County shall pay for mobile devices when ordered, and LCS will ship them within 15 business days of payment.
3. Monthly Service Fee. LCS charges a monthly service fee to continually update and maintain the system and software, provide tech support, and maintain Cheatham County's administrative website where all data, photos, videos, and reports will be accessible. Cheatham County shall pay LCS \$500 per month as a monthly service fee. LCS will invoice Cheatham County by email on the first of the month, and invoices are due on receipt. Cheatham County designates the following person to receive all invoices:

Name
 Email
 Phone No.



315 Deaderick St., Ste. 1700
Nashville, TN 37238-1700
(615) 978-8212
info@lifechecksystems.com

4. **Contract Term.** The term of this contract shall be one year from the date Cheatham County receives its mobile devices and location tags.
5. **Chargers & Holsters.** Upon request, LCS will also sell 3-bay wireless chargers (\$50 each) and device holsters (\$25 each) to Cheatham County. Alternatively, Cheatham County can purchase any chargers and holsters it wants, and LCS will recommend specific models on request.
6. **Location Tags.** LCS will provide Cheatham County with 100 location tags at no charge. Cheatham County can order as many additional location tags for any of these facilities as it wants to expand the system. Additional and replacement tags will be \$3.00 each. All location tags will be preassigned to each facility, but Cheatham County shall install and label the tags on its own with instructions from LCS.
7. **Equipment Delivery.** LCS will deliver all location tags and mobile devices within 15 business days of receiving payment of the license fee and for the first mobile devices ordered by Cheatham County.
8. **90-Day Trial Period.** Cheatham County may terminate this contract within the first 90 days of the Contract Term if it is dissatisfied with the performance and operation of LCS. In this case, LCS will refund the software license fee and the cost of the mobile device units purchased by Cheatham County, contingent on the following conditions: (1) the notification of termination must be made in writing (including email) and received within the first 90 days of the agreement term; (2) Cheatham County must return all mobile device units to LCS in working order; and (3) Cheatham County must have continuously used LCS for at least 30 days prior to termination.
9. **Termination After the First 90 Days.** After the first 90 days of the agreement term, Cheatham County may still terminate this contract at any time by providing 30-days' written notice, but in this case, LCS will not refund any payments, but Cheatham County will not be obligated to continue paying the monthly fee after termination. LCS may repurchase any functioning MDUs at its discretion after termination.
10. **Warranty.** All MDUs are warranted for one-year for any defects other than those caused by physical damage to the device. During the warranty period any defective devices will be replaced at no charge to customer. LCS disclaims all other warranties, express or implied.
11. **Replacement Costs.** The component pricing indicated below is based on current cost of system components and may change at the discretion of LCS.
 - Additional and replacement Location Tags are \$3.00 each;
 - 3-bay charging stations are \$50 each; 1-bay charging stations are \$20;
 - Magnetic bodycam harnesses are \$75 each;
 - Basic device holsters are \$25 each; and

Page 2 of 4



319 Diederick St., Ste. 1700
Nashville, TN 37238-1700
(615) 978-8212
info@echecksystems.com

- Additional and replacement mobile device units are \$675 each.

12. LCS Organization Administrator. By filling out the information below, Cheatham County will designate one person to be the LCS Organization Administrator ("the LCS Administrator"), who will oversee administration of the LCS System. The LCS Administrator will learn the administrative functions of the software, be the point of contact with LCS and train all other Cheatham County personnel. The Administrator will also be the point of contact for any issues with the Wi-Fi or Verizon connectivity and responsible for determining where to install boosters if any are needed.

Name :
Email
Mobile Phone No.

13. Wi-Fi Requirements & Information. LCS requires a reliable internet connection to function. All mobile units will be programmed so that primary connectivity is to Cheatham County's Wi-Fi network. LCS does not provide a Wi-Fi network. Cheatham County is responsible for providing a reliable Wi-Fi network. Cheatham County will designate a Wi-Fi contact person who is the most knowledgeable of the Wi-Fi network. The following information is critical for proper operation. Please fill out the following completely:

Wi-Fi Contact Name
Email
Mobile Phone Number
SSID (network name)
*Exactly as it is defined, case, spaces, dashes, underscores, etc. all matter.
Network Password:
For shared key WPA/WPA2 networks
Username and Password:
For enterprise networks

- If customer's network has outgoing access restrictions (content, server or IP based) we will need to discuss which servers these devices will need to access. There are no incoming ports that need to be opened. LCS devices will connect to 2.4 GHz and 5 GHz networks.
- It is Cheatham County's responsibility to inform LCS of any changes to any of the above information before they are made, so that connectivity will not be lost.

14. Backup Cellular Connection. LCS will provide a cellular connection to Verizon's 4G and LTE Networks, but not its 5G network, to function only as a backup connection to Wi-Fi. In areas where Verizon service is



315 Deaderick St., Ste. 1700
Nashville, TN 37238-1700
(615) 975-8212
info@lifechecksyste.ms.com

available, LCS devices will automatically connect to Verizon and back to Wi-Fi when available again. It is Cheatham County's responsibility to identify any areas where the Verizon signal is too weak to operate as a backup, and to install boosters in these areas if desired. LCS does not install boosters.

15. Conference Call. During the first two months of activation of the system, LCS and Cheatham County administrators will have a weekly conference call to review any issues that may arise, as requested by Cheatham County

16. Offline Operation & Alerts. LCS cannot provide accurate alerts unless the devices are connected to the Internet. The Special Watch function (e.g., suicide watches) will not function without a connection. The Security Inspections and General Observation functions will continue to operate if the connection is lost by locally storing data on the mobile devices and uploading it when a connection is restored. However, alerts will not operate properly without a connection and multiple devices assigned to these functions will not update without a connection. A dropped connection can lead to false alerts because the LCS server does not receive updates from unconnected devices.

17. Tech Support. LCS will provide technical support free of charge. LCS business hours are 8:00 am to 5:00 p.m. (CST) but in case of emergency the numbers included below are available.

Software/Admin. Training	Wi-Fi, Installation, Tech Support, & Emergencies	
Brandt McMillan (615) 975-8212 brandt@lifechecksyste.ms.com	Roger Simmons (404) 386-8817 roger@lifechecksyste.ms.com	Mike McMillan (678) 880-8705 mike@lifechecksyste.ms.com

18. Training. LCS will provide online administrative training to the LCS Administrator at no additional cost, and the LCS Administrator will train supervisors and officers. It is unlikely that training beyond the online training will be required, but LCS will provide on-site training for \$1,000 per day.

Approved:

Life Check Systems, LLC
Brandt McMillan, CEO
August 27 2020

Approved:

Cheatham County Sheriff's Office
By: McLaughlin (print name)
Date: 7-22-2020

Kerry R. McLaughlin
Cheatham Co. Sheriff

RESOLUTION: 10 (B)

RESOLUTION TITLE: To Approve The Mayor's Signature On Contract Regarding Payment For Mental Health Evaluation And Treatment Services For Criminal Defendant's Charged With Misdemeanors Only

DATE: September 20, 2021

MOTION BY: Ms. Diana Lovell

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

COMPLETED RESOLUTION:

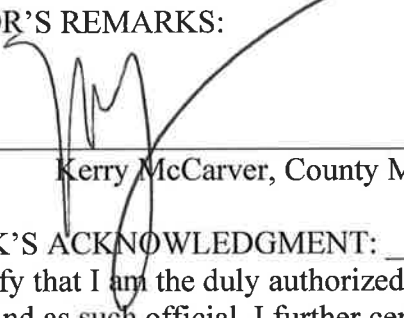
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on contract regarding payment for Mental Health Evaluation and Treatment Services for Criminal Defendant's charged with misdemeanors only.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.



Teresa Gupton, County Clerk





GOVERNMENTAL REVENUE CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2021	End Date June 30, 2022	Agency Tracking # DA_53533_2021-2022_011	Edison ID 53533
Procuring Party Legal Entity Name Cheatham County, Tennessee			Procuring Party Registration ID
Service Caption Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes)			
Agency Contact and Telephone # For these services: Dr. Jeff Feix, Ph.D., Director Office of Forensics and Juvenile Court Services Division of Planning, Research, and Forensics Tennessee Department of Mental Health and Substance Abuse Services (615) 532-6747 Director of Contracts: Quinn Wilson Simpson Assistant General Counsel / Director Office of Contracts Division of General Counsel Tennessee Department of Mental Health and Substance Abuse Services (615) 253-7654		OCR USE - RV	

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
CHEATHAM COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" and Cheatham County, Tennessee (a Tennessee County), hereinafter referred to as the "Procuring Party," is for the provision of Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

A.1. Mutual Understandings of the Parties:

- a. The purpose of this Contract is to establish rates and ensure payment for the evaluations and treatment necessary to evaluations ordered pursuant to Tennessee Code Annotated (T.C.A.) Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further described in this Scope of Services.
- b. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to undergo outpatient evaluation and treatment.
- c. The State facilitates and arranges for the provision of said outpatient evaluation and treatment.
- d. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to be placed in a hospital or treatment resource, as defined by T.C.A. § 33-1-101 for the purposes of evaluation and for treatment necessary to the evaluation.
- e. The State's Regional Mental Health Institutes (RMHIs) are such hospitals or treatment resources.
- f. Courts handling cases arising out of or associated with the Procuring Party's jurisdiction (i.e., geographical boundaries) will from time to time order that a defendant charged only with misdemeanor crimes be evaluated and treated on an outpatient basis; and sometimes inpatient basis and receive treatment necessary to the evaluation, if inpatient, at one of the State's RMHIs.
- g. The Procuring Party is statutorily obligated in all such cases to pay the cost of outpatient and inpatient evaluation and treatment necessary to the evaluation.
- h. It is in the interest of the Parties to establish rates for the cost of outpatient evaluations and treatment; and evaluations and treatment necessary to the evaluations, if inpatient, at the RMHIs and establish how said cost will be paid and a timeline for payment.
- i. The Parties acknowledge that the relevant sections of the T.C.A., Title 33, along with rules and policies and procedures issued in accordance therewith, shall take precedence over any conflicting terms of the court order.

A.2. Responsibilities and Obligations of the Parties:

- a. Procuring Party. The Parties agree that the Procuring Party shall have the following responsibilities and obligations:

- (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33 Chapter 7, Part 3, the Procuring Party for whom the court is acting shall pay the State for said evaluation and treatment as specified in Section C.; and
- (2) When court approval or certification of the cost to be paid by the Procuring Party under this contract is required, the Procuring Party shall act in good faith and with diligence to facilitate the State's obtaining such court approval or certification.
- b. State. The Parties agree that the State shall have the following responsibilities and obligations
- (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a criminal defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the State shall facilitate and arrange for the provision of outpatient evaluation and treatment and shall provide the inpatient evaluation and treatment services as needed;
- (2) The State shall facilitate the provision of a report of the results of outpatient evaluations to the court when completed, and shall notify the court when inpatient evaluation and/or treatment ordered by the court is complete and the defendant is to be discharged and transferred back to the jurisdiction of the court; and
- (3) The State shall accept payment as specified in Section C. as payment in full for the evaluation and treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes when said evaluation and treatment are ordered pursuant to T.C.A. Title 33, Chapter 7, Part 3.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on July 1, 2021 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"), thereby ending on June 30, 2022. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed twelve (12) months beyond the expiration date of this Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Rates and Increments. The Procuring Party shall reimburse the State at the rates and increments listed below for a defendant charged only with misdemeanor crimes pursuant to the T.C.A. section listed below:

T.C.A. Section	Type of Service	Amount
§ 33-7-301(a)	Outpatient Competency to Stand Trial Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Outpatient Mental Condition at the Time of the Alleged Crime Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Both Outpatient Competency to Stand Trial and Mental Condition at the Time of the Alleged Crime Evaluations	\$800.00 per service recipient

§ 33-7-301(a)	Additional Mental Health Assessments in order to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per assessment
§ 33-7-301(a)	Physician Services utilized to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per service
§ 33-7-301(a)	Outpatient Competency to Stand Trial and/or Mental Condition at the Time of the Alleged Crime Evaluation for defendant housed in a Tennessee Department of Correction (TDOC) facility located in a county served by the mental health center	\$900.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Competency to Proceed Evaluation (Must be authorized by State)	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Condition Evaluation	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Intellectual Disability Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Inpatient Evaluation and Treatment at a Regional Mental Health Institute (RMHI)	\$450.00 per service recipient per day
§ 33-7-301(b)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(a)	Outpatient Committability of Insanity Acquittee Evaluation in accordance with Commitment Criteria of T.C.A. Title 33, Chapter 6, Part 5	\$600.00 per service recipient
§ 33-7-303(a)	Completion of Outpatient Treatment Plan for Insanity Acquittee Considered Not Committable [with or without Mandatory Outpatient Treatment (MOT) under T.C.A. § 33-7-303(b)]	\$300.00 per service recipient
§ 33-7-303(c)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day

- C.2. Daily Rate, "Date of Admission", and "Date of Discharge". For inpatient evaluation and treatment, the Procuring Party shall be responsible for paying the daily rate to the State for the day a defendant charged with misdemeanor crimes only is admitted, herein "date of admission", and each day between the date of admission and the day the defendant is discharged, herein "date of discharge". The Procuring Party shall not be responsible for paying the daily rate for the date of discharge. For purposes of this Contract, the date of discharge shall be the date that the Procuring Party or the Procuring Party's transportation agent actually removes the defendant from the State's grounds
- C.3. Time of Payment and Collection Efforts. Procuring Party shall pay the State within thirty (30) calendar days after receiving an invoice from the State. If at the end of thirty (30) calendar days, the Procuring Party has not paid the invoice, the State shall issue a second invoice, and shall continue sending invoices at thirty (30) calendar day increments until reaching one hundred and twenty (120) calendar days for which the invoice remains unpaid. If the invoice remains unpaid at the end of the one hundred and twenty (120) day period, the State shall initiate collection efforts or refer the issue to the Tennessee Attorney General's Office.

C.4. Interpreter Services. In the event that the State must procure interpreter services from non-state resources under court order or in order to affect an inpatient evaluation or treatment necessary to the evaluation, the Procuring Party shall reimburse the State the actual cost of the interpreter services.

C.5. When Defendant is Financially Able to Pay For and Be Responsible for Costs and Expenses. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3; and the court finds the defendant financially able to pay for, and be responsible for, all or part of the costs and expenses for the evaluation and treatment, the Procuring Party shall pay the State the cost of the evaluation and treatment and seek reimbursement from the defendant. At no time shall the State seek payment directly from the defendant.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

- D.20. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Dr. Jeff Feix, Ph.D. Director
Office of Forensics and Juvenile Court Services
Tennessee Department of Mental Health and Substance Abuse Services
500 Deaderick Street
Nashville, Tennessee 37243
E-mail Address: jeff.feix@tn.gov
Telephone #: (615) 532-6747
FAX #: (615) 253-3045

The Procuring Party:

Kerry McCarver, County Mayor
Cheatham County
350 Frey Street
Ashland City, Tennessee 37015
kerry.mccarver@cheathamcountyttn.gov
Telephone #(615) 792-4316
FAX #(615) 792-2001

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

- E.3. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Procuring Party warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Procuring Party in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.4. Rule 2 Compliance The State and the Procuring Party shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*
- a. The Procuring Party warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations and will comply with all applicable requirements in the course of this Contract.
 - b. The Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations in the course of performance of the Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Procuring Party in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF,

CHEATHAM COUNTY TENNESSEE:

PROCURING PARTY SIGNATURE

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER

DATE

RESOLUTION: 10 (C)

RESOLUTION TITLE: To Approve The Mayor's Signature On Geotechnical Services Contract Regarding The Study Of Existing Ground Conditions Subject To Review And Approval By County Attorney (Jail & Highway Garage)

DATE: September 20, 2021

MOTION BY: Ms. Diana Lovell

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

COMPLETED RESOLUTION:

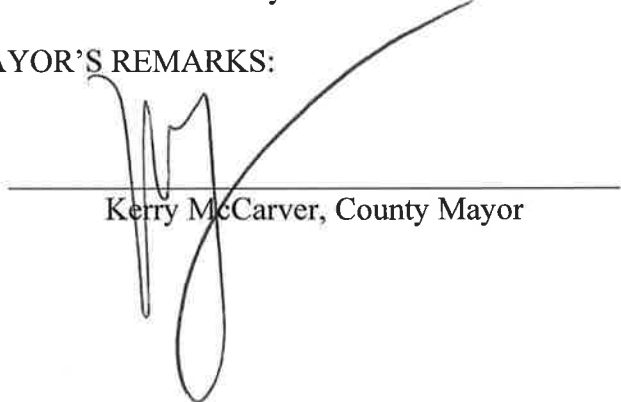
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Geotechnical Services contract regarding the study of existing ground conditions subject to review and approval by County Attorney (Jail & highway Garage).

A copy of the Contract is attached.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.



Teresa Gupton, County Clerk





August 12, 2021

Cheatham County Government
350 Frey Street
Ashland City, Tennessee 37015

Attention: Mayor Kerry McCarver
Kerry.mccarver@cheathamcountyttn.gov

Subject: **PROPOSAL FOR GEOTECHNICAL SERVICES**
Proposed Cheatham County Jail Expansion & Renovation
200 Court Square
Ashland City, Tennessee
GEO Services Proposal No. 13-211730

Dear Mr. McCarver:

GEO Services, LLC is pleased to provide you with our proposal for Geotechnical Exploration Services for the above-referenced project site. This proposal provides a general description of the project, the associated costs, and the proposed schedule. In addition, we have attached our Agreement for Services that establishes contractual arrangements. The attachment should be completed and forwarded to our office along with this proposal.

PROJECT DESCRIPTION

Initial project information was provided in an August 10, 2021 email transmission from Mr. Nick Deal (MBI Companies, nc.) to Mr. Jerry Gammon (GEO Services). Attached to the email was 3 drawings titled "Site Plan", "Level 1 Floor Plan", and "Level 2 Floor Plan". We understand from the provided information that an expansion and renovation is planned for the existing Cheatham County jail located in Ashland City, Tennessee. We understand from the provided plan that the main building west of Court Street will remain. Currently, we are not aware of any underground basement structures. Based on our experience with similar construction we have assumed that

the proposed structure will consist of load bearing CMU block walls with brick veneer supported by shallow foundations and a concrete slab-on-grade. The building to be constructed is anticipated to have maximum column loads of 70 kips, and maximum wall loads of 1 to 2 kips per linear foot.

The purpose of our geotechnical exploration is to explore the subsurface conditions and provide general recommendations for general site grading and for design and construction of the foundation system for the structure, including allowable bearing pressures. Assessment of site environmental conditions are not included in the scope.

GEOTECHNICAL SERVICES

GEOS recommend that the subsurface conditions at the site be explored with a total of fifteen (15) soil test borings. Twelve (12) borings will be located at or near the proposed building footprint and will be drilled to a depth of 20 feet, or refusal, whichever occurs first. Three (3) borings will be located within parking and drive areas and will be drilled to a depth of 10 feet, or refusal, whichever occurs first. As shallow refusal is anticipated at this site, the maximum total drilling footage is 210 linear feet. Standard penetration resistance tests (SPT) will be performed at 2.5 feet intervals in the upper 10 feet and then at 5 feet intervals to the termination depth. Rock coring operations will be utilized in three (3) borings, approximately equally spaced throughout the building footprint utilizing wireline coring methods. Each core boring will be extended an additional 10 feet past refusal depths. A maximum rock coring footage of 30 linear feet is included in this portion of the scope of work.

The borings will be monitored for groundwater and backfilled with soil cuttings up to bottom of ground surface elevation. Borings located within existing pavement areas will be patched with cold-mix asphalt patch to closely match surrounding surface cover. Minor settlement of backfill material should be expected over time. No other site restoration efforts are included in our scope of services.

Soil and rock samples will be returned to our laboratory where they will be reviewed by a geotechnical engineer or staff professional to visually classify the soils and to select

representative samples for testing. Laboratory testing of selected soil samples will include natural moisture content determinations and Atterberg limits tests. Additional laboratory testing may be performed at our discretion.

REPORT

Our services will culminate with a written report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide a summary of the subsurface conditions encountered in the test locations and present geotechnical-related recommendations for site grading and for design and construction of the foundation system, including allowable bearing pressure. Field data will be obtained, recorded, and documented in the report according to the ASTM standards or other standard test methods employed. Specifically, our services will include the following:

- Soil will be classified based on field data, laboratory tests, and other standard test methods by the Geotechnical Engineer of record. Including a chart illustrating the soil classification criteria and the terminology and symbols used on the logs. A plot plan with dimensional locations in plane coordinates recorded for each of the borings.
- Boring logs showing vertical sections of each boring plotted and graphically presented showing the test location number.
- A description of the existing surface conditions and summary of the subsurface conditions.
- The visual classification of soils according to the Unified Soil Classification System and identified with the appropriate letter symbol for soil strata identified in the test logs.
- Laboratory test results.
- Recommendations for soil related construction conditions such as site preparation, fill construction, excavation slopes and ground water control.
- Earthwork construction criteria, including the suitability of cut soils for reuse as fill, subgrade inspection and stabilization and fill compaction criteria.
- Recommendations for support of slabs-on-grade design and construction, including acceptable subgrade modulus range, and subgrade material.
- Unsatisfactory soil conditions and recommended remedial measures.
- Anticipated difficult excavation conditions (if encountered).
- Foundation support recommendations, including shallow and/or deep foundation systems for each structure. For shallow foundations, we will provide general net bearing capacities, recommended bearing elevations, and foundation design criteria.
- Recommended pavement section thicknesses for light-duty and heavy-duty flexible pavements.

- Discussion of possible geologic hazards; including karst conditions.

A draft report will be submitted at the completion of the project, at which time the client will have an opportunity to review the report and request any revisions prior to submission of the final stamped report. Once authorized to issue the final stamped report, GEOServices will send an electronic copy of the final stamped report.

SEISMIC WAVE VELOCITY TESTING

We offer to perform one (1) seismic shear-wave velocity test (ReMi) at the site. This testing utilizes a Seismic Source DAQ Link III seismograph and 12 vertical geophones. The geophones will be deployed along an approximately 286-foot-long linear array and spaced on approximately 26-foot centers. Spacing may be reduced due to site access restraints. Surface shockwaves from cultural noises such as passing vehicles will be utilized, and the geophones will measure return times of each shockwave. Once the field data is collected, a computer model will be used to determine the subsurface shear wave velocity profiles, used to help determine the best possible seismic site class according to the 2012 IBC, unless 2018 IBC is specifically requested.

FEES

Based on the scope of services described above, the lump sum fee to perform the geotechnical exploration will be **\$7,700**. Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

PROJECT SCHEDULE

Based on our current schedule, we are prepared to initiate our geotechnical services immediately upon receipt of your written authorization to proceed. Per Tennessee law, a three-day utility clearance period is required before any excavation or drilling can begin. Upon your

authorization, we will contact Tennessee One Call for utility clearance. The Tennessee One Call will provide location of public utilities; any private utility location will be the responsibility of the owner. We will not be responsible for damage to unmarked private utilities. We can typically mobilize equipment to the site about two weeks after authorization, depending on subcontractor availability. We anticipate that the field exploration will be completed in two to three working days. Verbal preliminary information can be provided at the completion of the field work, if necessary. The subsurface report will be submitted approximately 15 working days after completion of the field exploration.

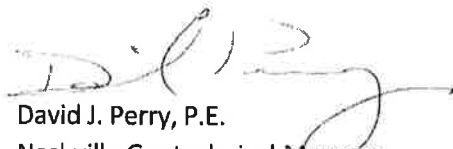
WORK AUTHORIZATION

Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office along with this proposal. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. However, GEOServices will issue the final report only after the receipt of a signed copy of the complete contract with proposal intact. If you elect to indicate acceptance of our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services, which are not compatible with purchase order agreements.


CLOSING

GEOServices sincerely appreciates the opportunity to provide you with this proposal. If you have any questions, please contact us.

Sincerely,
GEOServices, LLC



David J. Perry, P.E.
Nashville Geotechnical Manager



Jerry W. Gammon, P.E.
Vice-President - Nashville Area Manager

Attachments:

Proposec Test Location Plan
Agreement for Services



AGREEMENT FOR SERVICES

Date: August 12, 2021

Job Number: TBD

GEOServices, LLC
(hereafter Consultant)

Client Name: Cheatham County Government
(hereafter Client)

Address: 163 Business Park Drive, Suite 15

Address: 350 Frey Street

City: Lebanon
State: Tennessee Zip: 37087

City: Ashland City
State: TN Zip: 37015

Telephone: 615.547.9314

Telephone:

Fax: 615.547.9451

Fax:

Email: jgammon@geoservicesllc.com

Email: kerry.mccarver@cheathamcountyttn.gov

PROJECT

Project Name: Proposed Cheatham County Jail Expansion & Renovation

Project Location: Ashland City, TN

SERVICES TO BE RENDERED

Proposal Number: 13-211730 Dated: August 12, 2021 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.
- PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.
5. **LIMITATION OF LIABILITY:** CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.
6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use arising from or related to Services provided by Consultant.
7. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other users sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.
9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.
10. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
11. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.
12. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.
13. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.
14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the

termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.
19. **INSURANCE:** Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.
20. **INDEMNITY:** Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault.
21. **DISPUTE RESOLUTION:** Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.
22. **CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
23. **SEVERABILITY:** If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 24. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
- 25. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- 26. **LAW TO APPLY:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Cheatham County Government

CONSULTANT: GEOServices, LLC

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

Jerry W. Gammon, P.E./Vice-President

DATE: _____

DATE: August 12, 2021

PROPOSAL NUMBER: 13-21730

Faxed signature to be treated as original signature

RESOLUTION: 10 (D)

RESOLUTION TITLE: To Approve The Mayor's Signature On Contract Agreement Between EMS And Medical Examiner Dr. Kyle Kakac MD

DATE: September 20, 2021

MOTION BY: Ms. Diana Lovell

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

COMPLETED RESOLUTION:

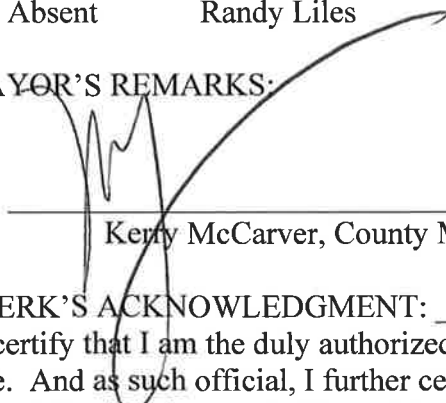
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Contract Agreement between EMS and Medical Examiner Dr. Kyle Kakac MD.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.

Teresa Gupton
Teresa Gupton, County Clerk



AGREEMENT

This agreement made this 1st day of October 2021, by and between Cheatham County EMS, hereinafter called Cheatham County EMS or EMS, and Dr Kyle Kakac MD., 1416 Willowbrooke Circle, Franklin, Tennessee 37069, hereinafter called the "Contractor."

ARTICLE 1

BASIC AGREEMENTS

1. SCOPE OF SERVICES. The Contractor will serve as the Cheatham County EMS Medical Director throughout the term of this Agreement. As the Cheatham County EMS Medical Director, Contractor will:

(A) Provide off-line medical control services to include review/approval of the service protocols, quality improvement reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to Cheatham County EMS regarding EMS and medical control, and other mutually agreed upon duties;

(B) Review reports and run sheets for incidents;

(C) Assist the EMS Director Chief in setting up and evaluating a continuous quality improvement program in accordance with the state and federal regulations;

(D) Participate in educational programs for Cheatham County EMS;

(E) Advise the EMS Director Chief and the County Mayor on issues relating to the provision of quality emergency medical care by the agency's personnel;

(F) Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel;

(G) Provide other medical advisory services related to the first responder program and other programs of the agency as necessary;

(H) Act in the role of consultant for the Advanced Life Support personnel of the agency; and

(I) Assist in the coordination of research projects and their implementation to include the obtaining of grants.

1.2 TERM. This Agreement shall commence on October 1, 2021 and expires on September 30, 2026.

1.3 COMPENSATION. For the satisfactory performance of the duties enumerated above, Cheatham County EMS shall pay Contractor the sum of Five Thousand Seven Hundred Ninety-Nine Dollars and Ninety-Six Cents (\$5,799.96) year; said amount shall be paid in twelve (12) equal monthly payments of Four Hundred Eighty Three Dollars and Thirty Three Cents (\$483.33) each, payable by the 15th day of the month after services are rendered.

1.4 EFFECT OF CONTRACTOR'S DEATH. This Agreement shall terminate immediately upon the death of the Contractor, and upon the happening of that event, the agency shall not be liable for any payments under this Agreement occurring thereafter.

ARTICLE 2

HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless Cheatham County EMS, its agents and employees, and Cheatham County, Tennessee, from any and all liability and expenses to Contractor or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of Cheatham County EMS, its agents or employees.

The Contractor shall defend, indemnify and hold Cheatham County EMS, its agents and employees, and Cheatham County, Tennessee, harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against same alleging liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of Cheatham County EMS, its agents or employees, and Cheatham County, Tennessee.

ARTICLE 3

INSURANCE

Contractor will procure and maintain for the duration of this Agreement, Professional Liability Insurance, with a limit of not less than One Million Dollars (\$1,000,000), to cover claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Contractor, his agents, representatives, employees or subcontractors. Additionally, Contractor will maintain automobile liability insurance for the duration of this Agreement.

ARTICLE 4

TERMINATION

Either party may cancel this Agreement, without cause, by serving the other party with notice of termination at least sixty (60) days before termination. From the time of receipt of the notice of termination until the date of termination, the terms of this contract will remain in effect and the parties will perform their obligations hereunder until the date of termination.

The parties agree that neither party shall be entitled to any damages, claims, cause of action, judgments, or demands in the event either party terminates this Agreement pursuant to this Article. This Agreement may be cancelled, with cause, by serving the

other party with notice of said cause. In the event termination is based on malpractice, malicious intent or gross negligence, both parties may be held responsible for their actions during any possible claims, judgements, or legal proceedings.

ARTICLE 5
NON-DISCRIMINATION

The Contractor:

(A) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability;

(B) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, natural origin, sex or disability;

(C) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and

(D) will include these provisions in every subcontract or sublease let by or for him.

ARTICLE 6
ETHICAL STANDARDS

(1) Contractor shall not participate, directly or indirectly, through decision, approval, disapproval recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or

subcontract and any solicitation or proposal therefore, where to Contractor's knowledge there is a financial interest possessed by:

- (i) The contractor or the contractor's immediate family;
- (ii) A business other than a public agency in which the contractor or a member of the contractor's immediate family serves as an officer, director, trustee, partner or employee; or
- (iii) Any other person or business with whom the director or a member of contractor's immediate family is negotiating or has an arrangement concerning prospective employment.

(2) GRATUITIES. Contractor shall not solicit, demand, accept or agree to accept from another person or entity, anything of a pecuniary value for or because of:

- (i) An official action taken, or to be taken, or which could be taken by Contractor and/or such person or entity;
- (ii) A legal duty performed, or to be performed, or which could be performed by Contractor and/or such person or entity; or
- (iii) A legal duty violated, or to be violated, or which could be violated by Contractor and/or such person or entity.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

(3) KICKBACKS. Contractor shall at no time receive any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

ARTICLE 7

RENEWAL OF AGREEMENT

This agreement shall automatically renew for additional terms of one (1) year each unless not less than sixty (60) days from the date of termination of this agreement either party gives notice in writing to the other that such party will not renew this agreement.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1. Independent Contractor. The Contractor will render all services as an independent contractor; it will not be considered an employee of Cheatham County EMS, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of Cheatham County EMS.

8.2 Assignment. The Contractor will not assign or transfer any interest in this agreement without obtaining the prior written approval of Cheatham County EMS.

8.3 Subcontracts to the agreement. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of Cheatham County EMS.

8.4. Written Amendments. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

8.5. Required Approvals. Neither the Contractor nor Cheatham County EMS is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

8.6 Article Captions. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

8.7. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement, at any time.

8.8. Federal State and Local Requirements. The Contractor is responsible for full compliance with all applicable federal, state and local laws, rules and regulations.

8.9. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee, and proper venue for litigation concerning this agreement shall be in Cheatham County, Tennessee.

8.10. Notices. All notices of either party to terminate this agreement shall be given in writing and sent by registered mail, addressed to the other party as herein provided. Notice to Cheatham County EMS shall be given at the following address: 3455 Bell St Ashland City, Tn 37015; notice to the Contractor shall be given at 1416 Willowbrooke Circle Franklin, Tennessee 37069.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this agreement on its behalf, the date and year first above written in duplicate originals.

Cheatham County Mayor

Cheatham County EMS

Mayor Kerry McCarver

Director Chief of EMS

Cheatham County EMS Medical Director

Dr. Kyle Kakac MD.

RESOLUTION: 10 (E)

RESOLUTION TITLE: Resolution Approving Use Of American Rescue Plan Funding For The Cheatham County Jail

DATE: September 20, 2021

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 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the American Rescue Plan Act of 2021 (“ARP”) established the Coronavirus State and Local Fiscal Recovery Funds to provide state and local governments with funding to respond to needs associated with the COVID-19 crisis including support for isolation or quarantine and support for prevention, mitigation, or other services in congregate living facilities including incarceration settings; and

Whereas, some of the allowable uses of the ARP funding include needed improvements to the Cheatham County Jail: and

Whereas, the Cheatham County Legislative Body finds it would be in the best interest of Cheatham County to use its allocation of ARP funding to the extent permissible as a funding source for the Cheatham County Jail expansion.

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Session Courtroom of Cheatham County Tennessee that:

Section 1. Cheatham County ‘s allocation of ARP funds shall be used for the Cheatham County Jail expansion to the greatest extend permissible.

Section 2. The County Mayor, the Director of Accounts, and other appropriate personnel are hereby authorized and directed to submit applications and any other required documents to secure the maximum amount of ARP funds possible for use in the expansion of the Cheatham County Jail.

Section 3. This Resolution shall be effective upon passage, the Public Welfare requiring it.

APPROVED:

ATTEST:

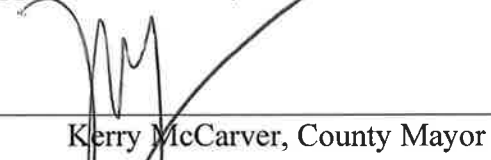
County Mayor

County Clerk

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.



Teresa Gupton, County Clerk



RESOLUTION: 11

RESOLUTION TITLE: To Approve 6 Additional Parking Lot Islands At Sycamore Square Complex In The Amount Of \$11,270.00

DATE: September 20, 2021

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

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

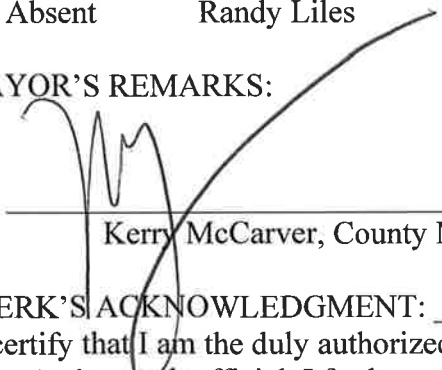
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve 6 additional parking lot islands in front of Food Lion at the Sycamore Square Complex in the amount of \$11,270.00.

Funding Source: Sycamore Square Reserve

RECORD: Approved by roll call vote 7 Yes 1 No 4 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Absent	Walter Weakley	Absent
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	No	Ed Greer	Yes
Connie Mayo	Absent	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.

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

Teresa Gupton, County Clerk



RESOLUTION: 12

RESOLUTION TITLE: To Approve The Relocation Of The Heliport Light Switch In The Amount Of \$9,000.00

DATE: September 20, 2021

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

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

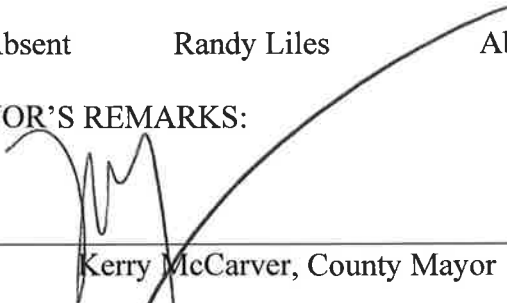
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to relocate the Heliport Light Switch at the Emergency Medical Service Center on Bell Street in the amount of \$9,000.00.

Funding Source: State Grant Fund

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.


Teresa Gupton, County Clerk



RESOLUTION: 13

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

DATE: September 20, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

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

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

County Buildings

101-34610-05	Committed for General Government	\$24,541.00	
101-51800-707-99	Building Improvements		\$24,541.00
<i>Transfer reserved funds from Sycamore Square revenue to paint the exterior of Food Lion</i>			

Sheriff

101-34520-01	Restricted for Administration of Justice	\$653.90	
101-54110-429	Instructional Supplies and Materials		\$653.90
<i>Transfer reserved funds from the D.A.R.E. Reserve to purchase digital planner credits, pencils, graduation certificates, and other supplies for the school D.A.R.E. program</i>			

Other Emergency Management

101-34625-02	Committed for Public Safety	\$45,484.00	
101-54490-312-01	Contracts with Private Agencies		\$45,484.00
<i>Transfer funds from Fire Tax reserve to staff firefighters at the fire station located on Jackson Felts Road in the Pleasant View / Henrietta fire district for fiscal year 2020-2021</i>			

Mayor

101-34610-04	Committed for General Government	\$48.00	
101-51300-599-01	Other Charges		\$48.00

Transfer reserved Delinquent Property Tax funds to pay the Cheatham County Register of Deeds to release liens on deeds of four properties (\$12 each)

Cheatham County Library

101-44146	E-Rate Funding	\$500.32	
101-56500-307-001	Communication		\$500.32

Transfer E-Rate funding to Communication expenditure line

South Cheatham Library

101-44146	E-Rate Funding	\$251.58	
101-56500-432-002	Library Books/Media		\$251.58

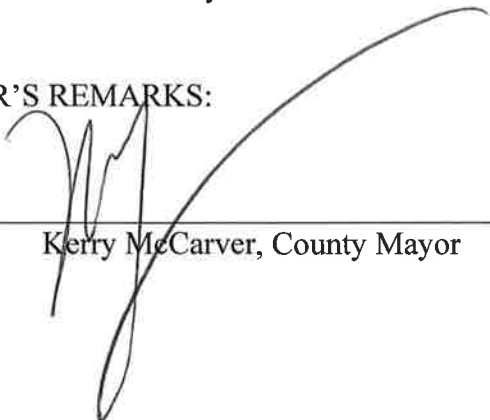
Transfer E-Rate funding to Library Books/Media expenditure line

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

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.



Teresa Gupton, County Clerk



RESOLUTION: 14
RESOLUTION TITLE: To Table The Vote On A Three-Year Capital Outlay Note For The Harpeth Middle School Drainage Project
DATE: September 20, 2021
MOTION BY: All Commissioners
SECONDED BY:

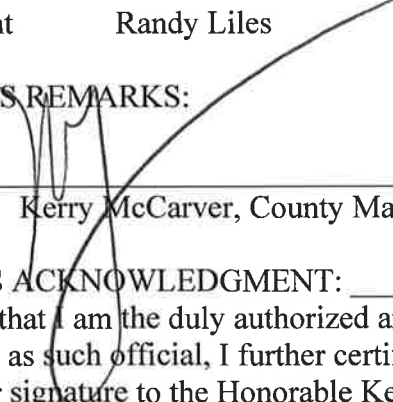
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Special Called Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to table the vote on a Three-Year Capital Outlay Note for the Harpeth Middle School Drainage Project until the end of the meeting.

RECORD: Approved by voice vote 4 Absent.

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

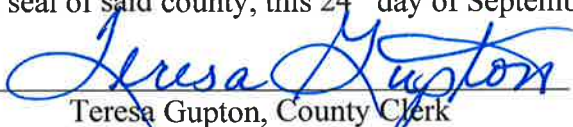
CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection. Witness, My official signature and seal of said county, this 24th day of September 2021.



Teresa Gupton, County Clerk

RESOLUTION: 15
RESOLUTION TITLE: To Authorize The Following County Assets As Surplus
DATE: September 20, 2021
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 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to Other Capital Projects – Vehicle Fund: 178-44530 (Sale of Equipment) / 178-44145 (Sale of Recycled Materials):

Department: EMS

*Item: 4 mounts for cardiac monitors
Additional Information: Items have reached end of life*

Once approved for surplus, items will be disposed of

Department: Building Maintenance

*Item: 2000 Chevrolet Silverado
VIN Number: 1GCEK19T7Y284656
Mileage: 183,876*

*Item: 2006 Chevrolet Silverado 2500
VIN Number: 1GCHK23076F253488
Mileage: 107,341*

Once approved for surplus, items will be sold, recycled, or disposed of

Department: Animal Control (former EMS vehicle donated by Ashland City Fire Department)

*Item: 2008 Ford Expedition
VIN Number: 1FMFU165X8LA08748
Mileage: 153,199*

Additional Information: Does not run


Once approved for surplus, items will be sold, recycled, or disposed of

Budget Vote: 5 Yes 0 No 0 Absent
Funding Source: None

RECORD: Approved by roll call vote 8 Yes 0 No 4 Absent

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

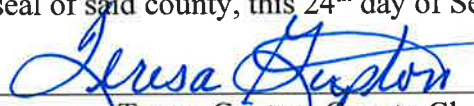
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.


Teresa Gupton, County Clerk



RESOLUTION: 16

RESOLUTION TITLE: To Bring Back The Discussion Of The Harpeth Middle School Drainage Project Three-Year Capital Outlay Note

DATE: September 20, 2021

MOTION BY: Mr. David Anderson

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


COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Special Called Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, To bring back the discussion of the Harpeth Middle School Drainage Project Three-Year Capital Outlay Note.

RECORD: Approved by voice vote 4 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.





 Teresa Gupton, County Clerk

RESOLUTION: 17

RESOLUTION TITLE: To Approve A Change Of Wording In The Contract With Pegram Fire Department

DATE: September 20, 2021

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

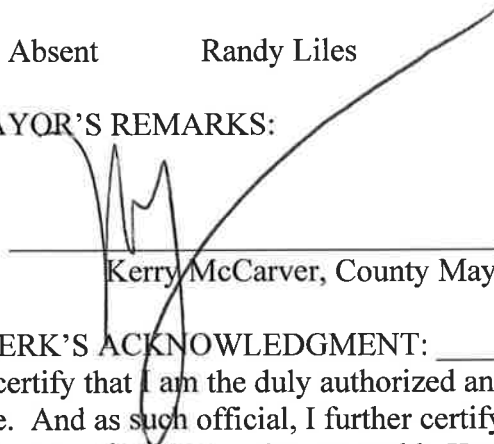
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a change of wording on page 2 of the contract with Pegram Fire Department from 5/5Y to 5/5X.

RECORD: Approved by voice vote 4 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.



Teresa Gupton, County Clerk



RESOLUTION: 18
RESOLUTION TITLE: Consent Calendar
DATE: September 20, 2021
MOTION BY: Mr. Tim Williamson
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

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

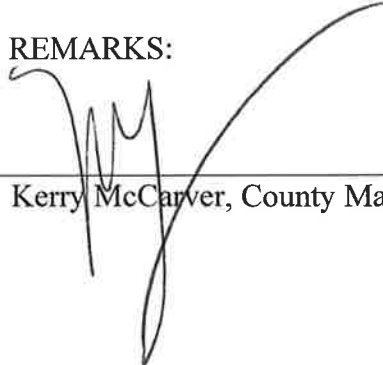
Notaries

<i>Sarah L. Allen</i>	<i>Michael J. Cleveland</i>	<i>Deletha A. Crane</i>
<i>Kelsey Hall</i>	<i>Rona C. Hatter</i>	<i>Gloria D. Jones</i>
<i>Holly J. Miller</i>	<i>Akwasi F. Opoku</i>	<i>Tamar Opoku</i>
<i>Delica D. Penrod</i>	<i>Cheri B. Ray</i>	<i>Terry L. Spence</i>
<i>Jennifer Lynn Thomsen</i>	<i>Tasha Ann Upchurch</i>	<i>Joe Williams</i>
<i>Anita K. Wilson</i>	<i>Rebecca Ann Wray</i>	

RECORD: Approved by voice vote 4 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 24th day of September 2021.



Teresa Gupton, County Clerk



RESOLUTION: 19
RESOLUTION TITLE: Adjourn
DATE: September 20, 2021
MOTION BY: Mr. Tim Williamson
SECONDED BY: Mr. Eugene O. Evans, Sr.

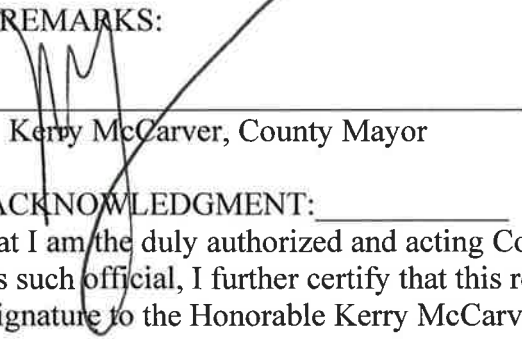
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 20th day of September 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:18 P.M.

RECORD: Approved by voice vote 4 Absent.

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

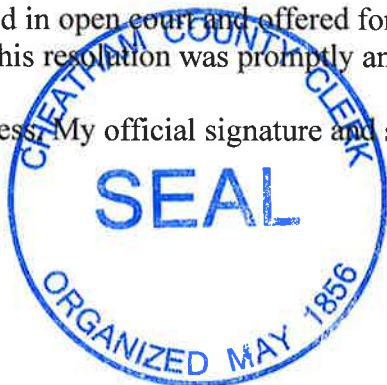
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness My official signature and seal of said county, this 24th day of September 2021.




Teresa Gupton, County Clerk