

**MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
October 16, 2023**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on October 16, 2023 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

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

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

Public Forum closed at 6:01 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:01 P.M

Invocation was offered by Mr. Ronnie Barron.

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

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

Ms. Diana Lovell stated someone wished to speak during the Public Forum but was unsure of the procedures.

With permission from the Commission, Chairman Mr. Tim Williamson allowed the speaker at this time.

Misty Busbin, District 5, spoke regarding recent issues from the Building and Codes Department involving Connex storage containers.

Motion was made by Mr. David Anderson, seconded by Mr. Bill Powers to approve the October 16, 2023 Legislative Body Meeting Agenda as amended by adding the following under the Mayor's section:

- 1.) *Vote for Mayor's signature on Axon Enterprise, Inc contract for in-car cameras and body cameras.*

Motion approved by voice vote. See Resolution 2.

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

Motion approved by voice vote. See Resolution 3.

Mr. Jerome Terrell and Mr. Walter Weakley presented a special recognition to Mr. Samuel Davis and Mr. Daniel Davis for their accomplishments in the Eagle Scouts.

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:14 P.M

The following was advertised to be heard:

- 1.) *Betty Nollner requesting a Zone Change from Agriculture to E1 for Map 30, Parcel 28 and Map 30, Parcel 28.01. Properties are located at 1030 Hershel Hagewood Rd., and 1019 Hershel Hagewood Rd., in the 5th Voting District and are not in a Special Flood Hazard Area.*
- 2.) *Letticia B. Goodwin requesting a Zone Change from Agriculture to E1 for a 3.26-acre portion of Map 17, Parcel 37. Property is located at 2651 Mosley Ferry Rd., in the 4th Voting District and is not in a Special Flood Hazard Area.*
- 3.) *Amend the Zoning Resolution of Cheatham County, Appendix A, Table 1 by adding Construction Sales and Service as a Permitted Use in the C1 General Commercial Zoning District.*

No one spoke for or against these changes.

Public Hearing closed at 6:15 P.M

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the Zone Change request for Betty Nollner from Agriculture to E1 for Map 30, Parcel 28 and Map 30, Parcel 28.01. Properties are located at 1030 Hershel Hagewood Rd., and 1019 Hershel Hagewood Rd., in the 5th Voting District and are not in a Special Flood Hazard Area.

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

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

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to approve the Zone Change request for Letticia B. Goodwin from Agriculture to E1 for a 3.26-acre portion of Map 17, Parcel 37. Property is located at 2651 Mosley Ferry Rd., in the 4th Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 5.

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

Motion was made by Mr. David Anderson, seconded by Mr. Calton Blacker to approve to amend the Zoning Resolution of Cheatham County, Appendix A, Table 1 by adding Construction Sales and Service as a Permitted Use in the C1 General Commercial Zoning District.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 6.

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

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

<i>Budget Amendments - County General</i>	
<i>Ambulance/Emergency Medical Services</i>	<i>\$12,697.60</i>
<i>Rabies and Animal Control</i>	<i>\$ 500.00</i>
<i>Cheatham County Library</i>	<i>\$12,500.00</i>

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent
Funding Source: Various

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

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

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

Budget Amendments – Highway/Public Works
Highway and Bridge Maintenance \$525,000.00

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent
Funding Source: Damages Recovered from Individuals

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

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

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the following Budget Amendments to the General Capital Projects Fund:

Budget Amendments – General Capital Projects
General Administration Projects \$350,000.00
General Administration Projects \$ 30,000.00

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent
Funding Source: General Capital Projects Fund Balance

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 9.

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve the following Budget Amendments to the General Purpose School and Education Capital Projects Fund:

Budget Amendments – General Purpose School and Education Capital Projects
Transfers Out *Not to Exceed \$300,000.00*
Education Capital Projects *Not to Exceed \$300,000.00*

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent (pending BOE approval)
School Board Vote (10/05/2023): 6 Yes 0 No 0 Absent
Funding Source: General Purpose School Fund Balance

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 10.

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

Budget Committee recommended, motion was made by Mr. Chris Gilmore, seconded by Ms. Diana Lovell to approve the following Budget Amendments for all employees for General Purpose School/School Federal Projects, Central Cafeteria, and Extended School Program Funds:

Budget Amendments – Elementary and Secondary School Relief Fund (ESSER) Funds -e-plan approved by TN Department of Education
General Purpose School/School Federal Projects – Not to Exceed *\$750,000.00*
Central Cafeteria - Not to Exceed *\$ 70,000.00*
Extended School Program (Daycare) - Not to Exceed *\$ 40,000.00*

Budget Vote (10/05/2023): 3 Yes 0 No 1 Absent 1 Abstain (pending BOE approval)
School Board Vote (10/05/2023): 6 Yes 0 No 0 Absent
Funding Source: ESSER Funds

Motion approved by roll call vote 10 Yes 0 No 0 Absent 2 Abstain. See Resolution 11.

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

Budget Committee recommended, motion was made by Mr. Chris Gilmore, seconded by Mr. Mike Breedlove to approve the following Budget Amendments for all employees for General Purpose School, Central Cafeteria, and Extended School Program Funds:

Budget Amendments – Years of Experience Bonuses

<i>General Purpose School – Not to Exceed</i>	<i>\$185,000.00</i>
<i>Central Cafeteria - Not to Exceed</i>	<i>\$ 10,000.00</i>
<i>Extended School Program (Daycare) – Not to Exceed</i>	<i>\$ 5,000.00</i>

Budget Vote (10/05/2023): 3 Yes 0 No 1 Absent 1 Abstain (pending BOE approval)

School Board Vote (10/05/2023): 6 Yes 0 No 0 Absent

Funding Source: General Purpose School, Central Cafeteria, and Extended School Program Fund Balances

Motion approved by roll call vote 11 Yes 0 No 0 Absent 1 Abstain. See Resolution 12.

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve the following Budget Amendments for the Extended School Program Fund:

<i>Budget Amendments – Extended School Program (Daycare)</i>	
<i>Community Services</i>	<i>\$369,045.09</i>

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent (pending BOE approval)

School Board Vote (10/05/2023): 6 Yes 0 No 0 Absent

Funding Source: American Rescue Plan Act Stabilization Grant for Childcare Providers

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 13.

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

Budget Committee recommended, motion was made by Mr. Chris Gilmore, seconded by Mr. Calton Blacker to approve the funding for the Stryker ALS 360 Lease Contract beginning fiscal year 2024-2025 when the first year's payment of \$184,204.45 will be due. This will be an uncontrollable expenditure for fiscal year 2024-2025 in the County General Fund.

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent

Funding Source: County General Fund Beginning July 1, 2024

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 14.

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

Budget Committee recommended, motion was made by Mr. Mike Breedlove, seconded by Mr. B.J. Hudspeth to approve the following Budget Amendments for the County General Fund:

Budget Amendment – Sheriff's Department – In-Car Cameras and Body Cameras
Sheriff's Department *\$185,742.68*

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent
Funding Source: Prisoner Boarding Reserve

Motion approved by roll call vote 10 Yes 2 No 0 Absent. See Resolution 15.

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

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

- A.) Add temporary position as owner's representative to oversee Jail construction/project*
- B.) Mayor's signature on Stryker contract for EMS*
- C.) Mayor's signature on Auto-Chlor dishwashing machine agreement*
- D.) Mayor's signature on Axon Enterprise, Inc contract for in-car cameras and body cameras*

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 16.

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

County Mayor, Mr. Kerry McCarver reappointed Mr. Bobby Gibbs to the East Montgomery Utility Board for a new term.

County Mayor, Mr. Kerry McCarver gave an update on the TVA.

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh presented, motion was made by Mr. Bill Powers, seconded by Mr. Mike Breedlove to approve the issuance of Not to Exceed \$46,000,000 General Obligation Bonds of Cheatham County, Tennessee.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 17.

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

County Attorney, Mr. Michael Bligh presented, motion was made by Mr. Bill Powers, seconded by Ms. Diana Lovell to approve the issuance of Not to Exceed \$46,000,000 in aggregate principal amount, in one or more series, of General Obligation Bonds of Cheatham County, Tennessee; Making provision for the issuance, sale and payment of said bonds; Establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 18.

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

OTHER COUNTY OFFICIALS

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

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

SCHOOL BOARD – DR. CATHY BECK: Dr. Cathy Beck gave an update on a few of the current goals for the School District. Dr. Cathy Beck stated that she is completing the yearly paperwork to remain an Accredited School District.

COUNTY SERVICES

UT EXTENSION – MR. RONNIE BARRON: Mr. Ronnie Barron gave an information handout about the Tennessee Agricultural Enhancement Program. Mr. Ronnie Barron stated that he appreciates all the support.

ECONOMIC AND COMMUNITY DEVELOPMENT – MS. GINA ANZULDUA: Ms. Gina Anzuldua gave an update on the Port. Ms. Gina Anzuldua announced that the Industrial Development Board approved the PILOT for the Brookhollow Senior Apartments. Ms. Gina Anzuldua invited everyone to attend the Industrial Round Table on October 28, 2023 from 11:00 AM to 2:00 PM.

STANDING COMMITTEES

CALENDAR, RULES AND NOMINATING: Calander, Rules, and Nominating committee presented, motion was made by Mr. David Anderson, seconded by Mr. Walter Weakley to appoint Anita Melle to the Library Board for a term ending June 30, 2026.

Motion approved by voice vote. See Resolution 19.

ROAD AND BRIDGE COMMITTEE: Mr. Walter Weakley stated that the Road and Bridge committee will meet the 1st Thursday of November.

CONSENT CALENDAR

Motion was made by Mr. Walter Weakley, seconded by Ms. Diana Lovell to approve the following consent Agenda:

Notaries

Jamie Lynn Dupre
Stephen Mayberry

John G. Lawless

Kimberly J. Maskill

Motion approved by voice vote. See Resolution 20.

ANNOUNCEMENTS AND STATEMENTS: Mr. Walter Weakley reminded everyone about the Annual Veterans Day Ceremony at the Cheatham County Veterans Memorial Park.

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to adjourn at 6:59 P.M.

Motion approved by voice vote. See Resolution 21.



Jim Williamson
Legislative Body Chairman

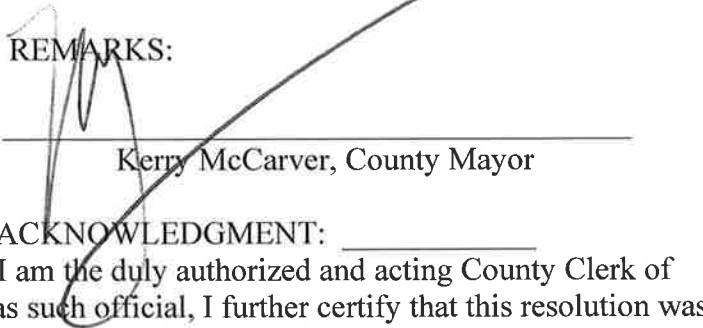
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: October 16, 2023
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Twelve Commissioners present a quorum is declared.

RECORD: Approved by roll call vote

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

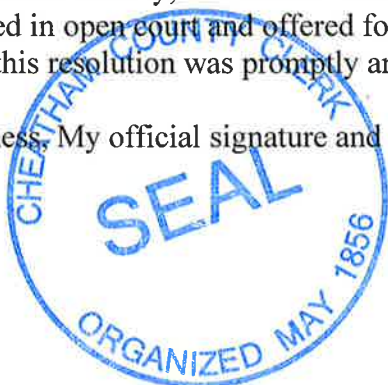
CHEATHAM COUNTY MAYOR'S REMARKS:

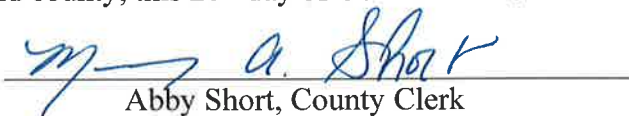

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.




Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda As Amended
DATE: October 16, 2023
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

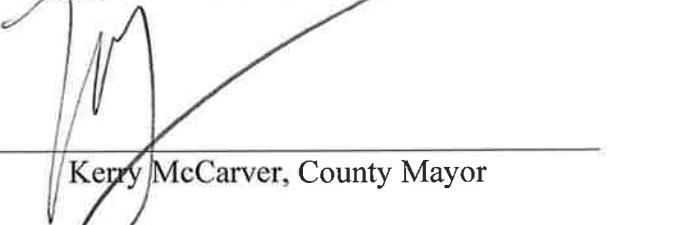
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the October 16, 2023 Legislative Body meeting is approved as amended by adding the following under the Mayor section:

1. *Vote for Mayor's signature on Axon Enterprise, Inc contract for in-car cameras and body cameras*

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.



Abby Short, County Clerk



RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: October 16, 2023
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. B.J. Hudspeth

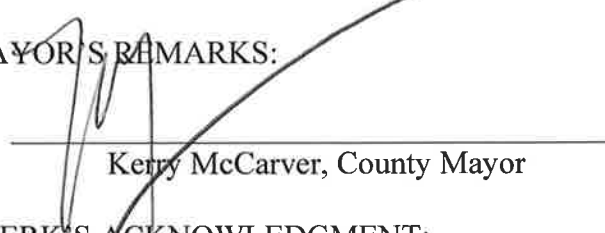
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the September 18, 2023 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

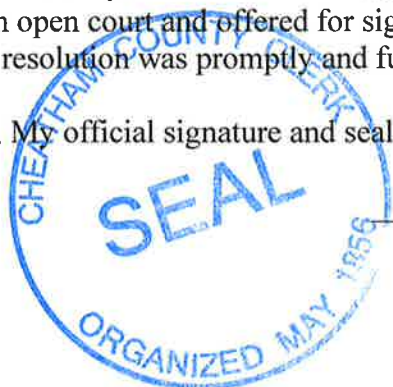


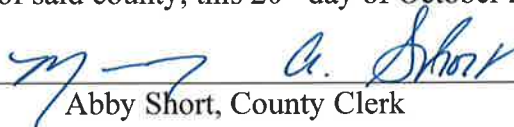
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.





Abby Short, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: To Approve A Zone Change Request For Betty Nollner From Agriculture To E1 For Map 30, Parcel 28 And Map 30, Parcel 28.01

DATE: October 16, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

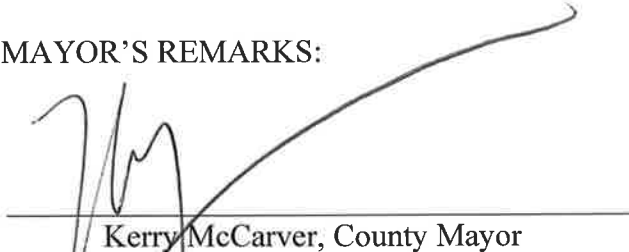
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Betty Nollner from Agriculture to E1 for Map 30, Parcel 28 and Map 30, Parcel 28.01. Properties are located at 1030 Hershel Hagewood Rd., and 1019 Hershel Hagewood Rd., in the 5th Voting District and are not in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.

Abby Short
Abby Short, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: To Approve A Zone Change Request For Letticia B. Goodwin From Agriculture To E1 For A 3.26-Acre Portion Of Map 17, Parcel 37

DATE: October 16, 2023

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Bill Powers

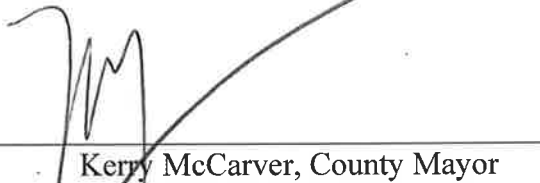
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Letticia B. Goodwin from Agriculture to E1 for a 3.26-acre portion of Map 17, Parcel 37. Property is located at 2651 Mosley Ferry Rd., in the 4th Voting District and is not in a Special Flood Hazard Area.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.



Abby Short, County Clerk



RESOLUTION: 6
RESOLUTION TITLE: To Amend The Zoning Resolution Of Cheatham County, Appendix A, Table 1
DATE: October 16, 2023
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Calton Blacker

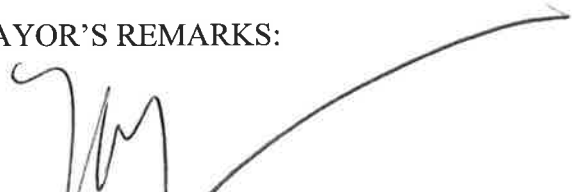
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to amend the Zoning Resolution of Cheatham County, Appendix A, Table 1 by adding Construction Sales and Service as a Permitted Use in the C1 General Commercial Zoning District.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.


Abby Short, County Clerk



RESOLUTION: 7

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

DATE: October 16, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

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

Ambulance/Emergency Medical Services

101 – 34730 – 05	Assigned for Public Health and Welfare	\$12,697.60
101 – 55130 – 599 – 01	Other Charges	\$12,697.60

Transfer reserved funds from the State of Tennessee MCO (Managed Care Organization) Supplements Reserve to purchase 8 scoop stretchers for the ambulances

NOTE: Other amendments

Rabies and Animal Control

101 – 46390	Other Health and Welfare Grants	\$500.00
101 – 55120 – 401	Animal Food and Supplies	\$500.00

Transfer Kia Pet Adoption Grant funds to the expenditure line to purchase animal supplies needed

Cheatham County Library

101 – 48130 – Libry	Contributions	\$12,500.00
101 – 56500 – 432 – 001	Library Books	\$5,000.00
101 – 56500 – 719 – 001	Equipment	\$6,000.00
101 – 56500 – 435 – 001	Office Supplies	\$1,500.00

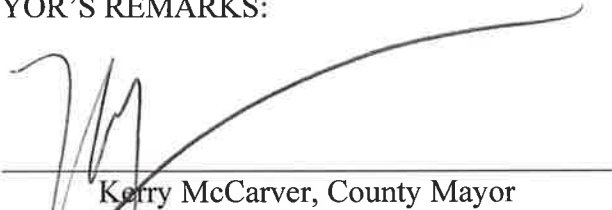
Transfer MOE funds from Town of Ashland City into current operating budget

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent
Funding Source: Various

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.




Abby Short, County Clerk

RESOLUTION: 8

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

DATE: October 16, 2023

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

Highway and Bridge Maintenance

131 – 44560	Damages Recovered from Individuals	\$525,000.00
131 – 62000 – 399	Other Contracted Services	\$525,000.00

Transfer funds collected from a settlement to repair roads damaged by the individuals responsible

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent
Funding Source: Damages Recovered from Individuals

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.


Abby Short, County Clerk



RESOLUTION: 9

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

DATE: October 16, 2023

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 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Capital Projects Fund:

General Administration Projects

171 – 34575	Restricted for Capital Outlay	\$350,000.00
171 – 91110 – 799	Other Capital Outlay	\$350,000.00

Transfer funds from General Capital Projects fund balance to build out a new metal building for the Maintenance Department. Any unused funds will post back to Fund Balance at year end.

General Administration Projects

171 – 34575	Restricted for Capital Outlay	\$30,000.00
171 – 91110 – 799 – 03	Other Capital Outlay	\$30,000.00

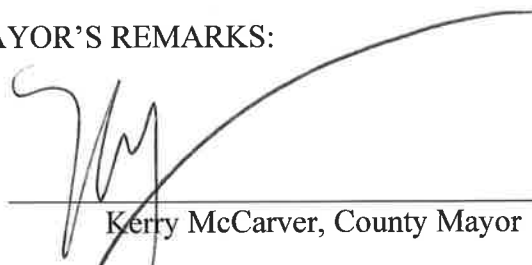
Transfer funds from General Capital Projects fund balance to build out a metal pavilion at Sycamore Square. Any unused funds will post back to Fund Balance at year end.

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent
Funding Source: General Capital Projects Fund Balance

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

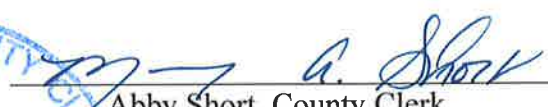


Kerry McCarver, County Mayor


CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.



Abby Short, County Clerk



The seal is circular with the text "CHEATHAM COUNTY CLERK" around the top edge and "ORGANIZED MAY 1856" around the bottom edge. In the center, the word "SEAL" is printed in large, bold, capital letters.

RESOLUTION: 10

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Purpose School And Education Capital Projects Fund

DATE: October 16, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School and Education Capital Projects Fund:

Transfers Out of General Purpose School:

Transfers Out

141 – 39000	Unassigned Not to Exceed	\$300,000.00
141 – 99100 – 590	Transfers to Other Funds Not to Exceed	\$300,000.00

Transfer funds from General Purpose School fund balance to purchase furniture

Transfers In to Education Capital Projects:

Education Capital Projects

177 – 49800	Transfers In Not to Exceed	\$300,000.00
177 – 91300 – 799	Other Capital Outlay Not to Exceed	\$300,000.00

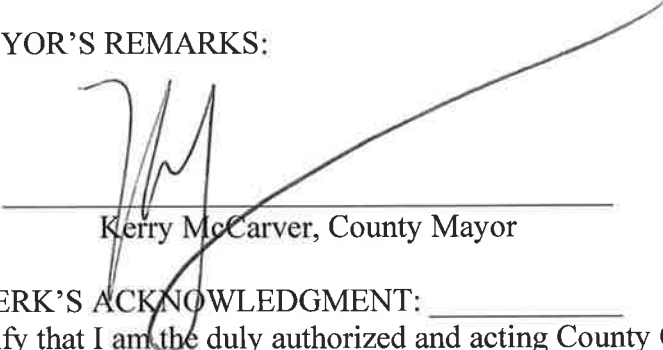
Transfer funds from General Purpose School fund balance to purchase furniture

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent (pending BOE approval)
School Board Vote (10/05/2023): 6 Yes 0 No 0 Absent
Funding Source: General Purpose School Fund Balance

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.



Abby Short, County Clerk

RESOLUTION: 11

RESOLUTION TITLE: To Authorize The Following Budget Amendments For All Employees For General Purpose School/School Federal Projects, Central Cafeteria And Extended School Program Funds

DATE: October 16, 2023

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for all employees for General Purpose School/School Federal Projects, Central Cafeteria, and Extended School Program Funds:

ESSER Funds Distributed to all School Employees (\$750 for full-time / \$375 for part-time) - e-plan was approved by the TN Department of Education

General Purpose School/School Federal Projects - Not to Exceed:

141/142 – 39000	Unassigned	\$750,000.00
141/142 – (insert education category) – 188	Bonus Payments	\$668,000.00
141/142 – (insert education category) – 201	Social Security	\$41,416.00
141/142 – (insert education category) – 204	Pensions	\$30,898.00
141/142 – (insert education category) – 212	Employer Medicare	\$9,686.00

Central Cafeteria - Not to Exceed:

143 – 34570	Restricted for Operation of Non-instructional Services	\$70,000.00
143 – 73100 – 188	Bonus Payments	\$62,200.00
143 – 73100 – 201	Social Security	\$3,857.00
143 – 73100 – 204	Pensions	\$3,110.00
143 – 73100 – 212	Employer Medicare	\$833.00

Extended School Program (Daycare) – Not to Exceed:

146 – 34570	Restricted for Operation of Non-instructional Services	\$40,000.00
146 – 73400 – 188	Bonus Payments	\$35,000.00
146 – 73400 – 201	Social Security	\$1,750.00
146 – 73400 – 204	Pensions	\$2,742.00
146 – 73400 – 212	Employer Medicare	\$508.00

Budget Vote (10/05/2023): 3 Yes 0 No 1 Absent 1 Abstain (pending BOE approval)

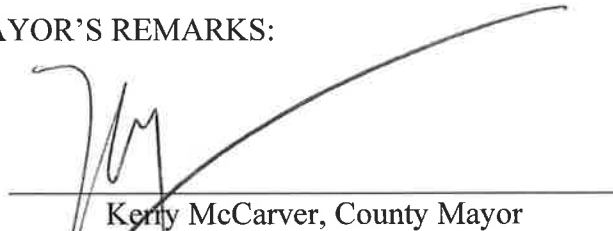
School Board Vote (10/05/2023): 6 Yes 0 No 0 Absent

Funding Source: ESSER Funds

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.



Abby Short, County Clerk

RESOLUTION: 12

RESOLUTION TITLE: To Authorize The Following Budget Amendments For All Employees For General Purpose School, Central Cafeteria And Extended School Program Funds

DATE: October 16, 2023

MOTION BY: Mr. Chris Gilmore

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for all employees for General Purpose School, Central Cafeteria, and Extended School Program Funds:

Bonus Funds Distributed to all School Employees with 21 years or More of Experience in the Cheatham County School District (\$1,000 for full-time and part-time)

General Purpose School - Not to Exceed:

141 – 39000	Unassigned	\$185,000.00
141 – (insert education category) – 188	Bonus Payments	\$164,350.00
141 – (insert education category) – 201	Social Security	\$10,190.00
141 – (insert education category) – 204	Pensions	\$8,076.00
141 – (insert education category) – 212	Employer Medicare	\$2,384.00

Central Cafeteria - Not to Exceed:

143 – 34570	Restricted for Operation of Non-instructional Services	\$10,000.00
143 – 73100 – 188	Bonus Payments	\$8,876.00
143 – 73100 – 201	Social Security	\$551.00
143 – 73100 – 204	Pensions	\$444.00
143 – 73100 – 212	Employer Medicare	\$129.00

Extended School Program (Daycare) – Not to Exceed:

146 – 34570	Restricted for Operation of Non-instructional Services	\$5,000.00
146 – 73400 – 188	Bonus Payments	\$4,438.00
146 – 73400 – 201	Social Security	\$276.00
146 – 73400 – 204	Pensions	\$221.00
146 – 73400 – 212	Employer Medicare	\$65.00

Budget Vote (10/05/2023): 3 Yes 0 No 1 Absent 1 Abstain (pending BOE approval)

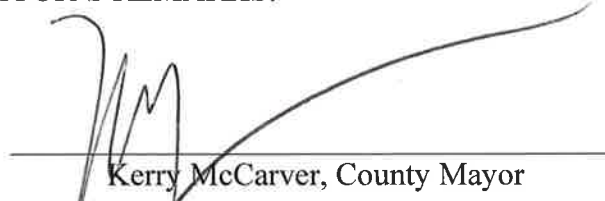
School Board Vote (10/05/2023): 6 Yes 0 No 0 Absent

Funding Source: General Purpose School, Central Cafeteria, and Extended School Program Fund Balances

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.




Abby Short, County Clerk

RESOLUTION: 13

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Extended School Program Fund

DATE: October 16, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Extended School Program Fund:

Community Services (73300)

146 – 46990	Other State Revenues	\$369,045.09
146 – 73300 – 790	Other Equipment	\$369,045.09

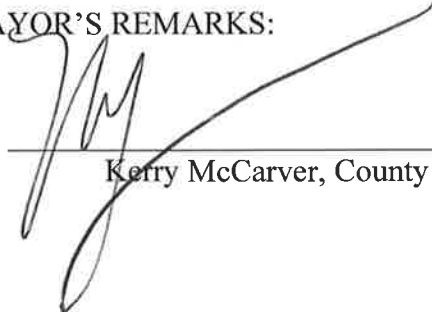
Transfer American Rescue Plan Act Stabilization Grant for Childcare Providers to equipment expenditure line

Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent (pending BOE approval)
School Board Vote (10/05/2023): 6 Yes 0 No 0 Absent
Funding Source: American Rescue Plan Act Stabilization Grant for Childcare Providers

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.



Abby Short, County Clerk



RESOLUTION: 14
RESOLUTION TITLE: To Approve The Funding For Stryker ALS 360 Lease Contract Beginning Fiscal Year 2024-2025
DATE: October 16, 2023
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve funding the Stryker ALS 360 Lease Contract beginning fiscal year 2024-2025 when the first year's payment of \$184,204.45 will be due. This will be an uncontrollable expenditure for fiscal year 2024-2025 in the County General Fund.

*Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent
Funding Source: County General Fund Beginning July 1, 2024*

Additional Information:

The ALS 360 Lease with Stryker for Emergency Medical Service equipment has a 10-year lease term. The items covered on this new contract would include:

- 8 new Power Cots* one for each ambulance
- 8 new Power Loads* one for each ambulance
- 8 new Stair Chairs* one for each ambulance
- All batteries (including extras and replacement) and miscellaneous parts
- Warranties on all of the above items
- Preventative maintenance on all of the above items

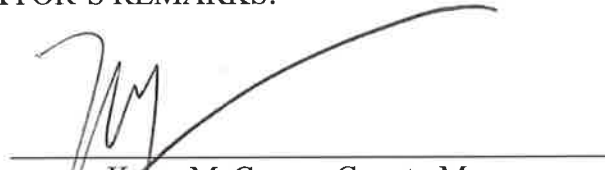
**This equipment will be replaced with new equipment on the 5th year*

Approval now** will lock in lower annual contract amount, but the first payment would not be due until July 1, 2024 (next fiscal year). Approval of this contract would require approval of funding \$184,204.45 in the 2024-2025 Budget Process (expenditure line 101 – 55130 – 312 Contracts with Private Agencies), as well as future years.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.


Abby Short, County Clerk

RESOLUTION: 15
RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General Fund
DATE: October 16, 2023
MOTION BY: Mr. Mike Breedlove
SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

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

Sheriff's Department

101 – 34625-05	Committed to Public Safety	\$185,742.68
101 – 54110 – 312	Contracts with Private Agencies	\$185,742.68

Transfer funds from Prisoner Boarding Reserve to cover year one of five for Axon camera contract. If approved, this additional \$185,142.68 will be added to the budget document for next fiscal year 2024-2025 and future years (expenditure line 101 – 54110 – 312 Contracts with Private Agencies) in the County General Fund.*

*Budget Vote (10/05/2023): 4 Yes 0 No 1 Absent
Funding Source: Prisoner Boarding Reserve*

Additional Information:

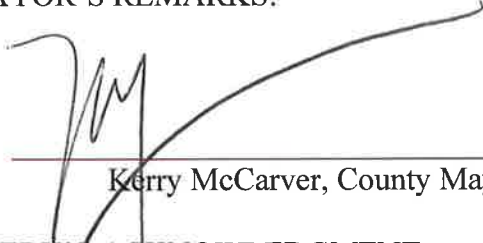
Vendor: Axon (Cloud Based)
In-Car Cameras: \$425,226.00 for 5 years (\$85,045.20 per year x 5 year)
Body Cameras: \$503,487.40 for 5 years (\$100,697.48 per year x 5 years)
Total: \$925,713.40 for 5 years (\$185,742.68 per year x 5 years)

*Funding Source for Year One of Five:
Prisoner Boarding Reserve (current balance: \$498,881.20*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.





Abby Short, County Clerk

RESOLUTION: 16 (A)
RESOLUTION TITLE: To Add Temporary Position As Owner's Representative To
Oversee Jail Construction/Project
DATE: October 16, 2023
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

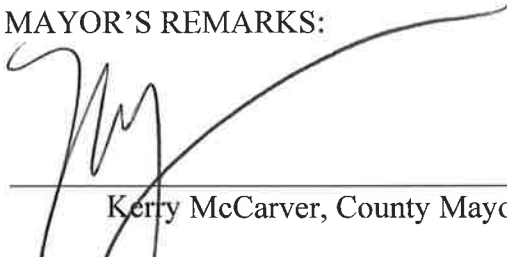
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to add a temporary position as owner's representative to oversee Jail construction/project is approved.

A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.



Abby Short, County Clerk



Temporary Employment Agreement

This Temporary Employment Agreement ("Agreement") is made this the ____ day of _____, 2023 by and between Cheatham County, Tennessee ("County") and Ed Greer ("Employee")

Whereas the County is undertaking a substantial expansion and renovation of the Cheatham County Jail ("Jail Project"); and

Whereas the County wishes to employ Employee on a temporary basis to act as the County's primary representative overseeing the Jail Project; and

Whereas Employee has the necessary knowledge and experience to act as the County's representative.

Whereas the County and Employee have agreed to the terms of employment as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Employment. County will employ Employee to carry out the duties and under the conditions set forth in this Agreement.
2. Duties. Employee will act as the County's primary representative in overseeing the Jail Project including general oversight of the project and managing the County's relationship with the architect and construction manager. Employee will also be responsible for (i) updating the appropriate County officials regarding construction progress; (ii) reviewing and recommending change orders; (iii) execution of change orders approved by the County Mayor; (iv) coordination as necessary between County departments, state and local courts and the Town of Ashland City.
3. Supervision. Employee will report to and follow the direction of the County Mayor.
4. Rate of Pay. Employee will be paid \$100 per hour (subject to applicable deductions for taxes) for up to forty (40) hours per week. Employee will be paid in accordance with the County's regular payroll schedule.
5. Time sheets. Employee will prepare and submit to the County Mayor weekly time sheets reflecting hours worked with a general description of tasks performed.
6. Hours. Employee will work on an as needed basis with the number of hours expected to vary with the requirements of the project. Notwithstanding the foregoing, Employee will not exceed forty (40) hours of work per week unless expressly authorized by the County Mayor will any compensation greater than forty hours to be paid as compensatory time.
7. Not eligible for benefits. Employee will not be eligible for employee benefits including, but not limited to, sick leave, vacation leave, holiday pay, longevity pay, health insurance, life insurance or pension contributions.

8. Term of Employment. Employment will begin upon execution of this Agreement and continue until final completion of the Jail Project.
9. County Property. Employee will use reasonable care to maintain and safeguard all County property including electronic devices (e.g. laptop computer) issued to assists with performing his duties. Employee will maintain documents and records related to the project and his employment in accordance with applicable public records laws.
10. Termination. Either party may terminate this Agreement at any time with or without cause.
11. Approval. This Agreement will not be binding upon either party unless and until it is approved by the Cheatham County Commission.

CHEATHAM COUNTY

EMPLOYEE

By: _____
County Mayor

_____ Ed Greer

RESOLUTION: 16 (B)

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

DATE: October 16, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

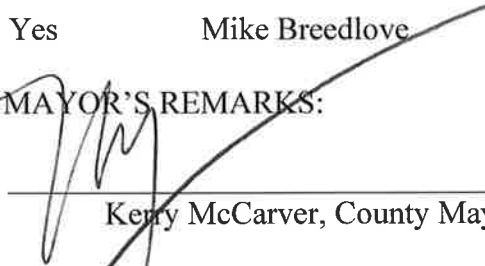
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Stryker contract for EMS is approved.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

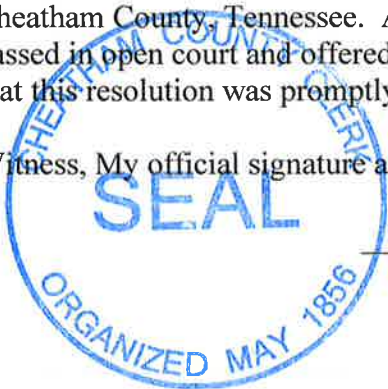


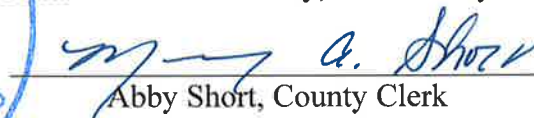
 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.





 Abby Short, County Clerk

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



Date: September 26, 2023

RE: Reference no:2110151869

CHEATHAM COUNTY, TENNESSEE
3455 BELL ST
ASHLAND CITY, Tennessee 37015-6931

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

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

**Rental Schedule to Master Agreement
Exhibit A - Detail of Equipment
Insurance Authorlzation and Verification
State and Local Government Rider
Opinion of Counsel
Addendum**

****Conditions of Approval: Customer PO, State and Local Government Rider, Opinion of Counsel, Federal ID, Certificate of Insurance, Tax Exempt Certificate if applicable, Valid Tax Exemption Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____		
Upfront Payment Check No:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

Your personal documentation specialist is Lindsey Filtzpatrick and can be reached by email lindsey.filtzpatrick@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of September, 2023.

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

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

Agreement No.: 2110151869



EQUIPMENT SCHEDULE NO. 002 TO MASTER AGREEMENT NO.2110151869

(Equipment Rental Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romance Road Parkway Portage, MI 49002	Customer: CHEATHAM COUNTY, TENNESSEE 3455 BELL ST ASHLAND CITY Tennessee 37015-6931
---	---

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

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

Equipment Location:
3455 BELL ST, ASHLAND CITY, Tennessee 37015-6931

Schedule of periodic rent payments: First payment due July 25, 2024

10 Annual payments of \$184,204.45 (Plus Applicable Sales/Use Tax)

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

TERMS AND CONDITIONS

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

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

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

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

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

Exhibit A to Rental Schedule002 to Master Agreement No.2110151869

Description of equipment

Customer name: CHEATHAM COUNTY, TENNESSEE

Delivery Location: 3455 BELL ST, ASHLAND CITY, Tennessee , 37015-6931

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
639005550001	MTS POWER LOAD	8
650705550001	6507 POWER PRO 2,HIGH CONFIG	8
650700450301	ASSEMBLY,BATTERY CHARGER	8
650700450102	ASSEMBLY,POWER CORDNORTH AM	8
650707000002	KIT,ALVARIUM BATTERYSERVICE	8
625705550002	Xpedition Powered Stair Chair High Conflg	8

Total equipment: \$1,459,480.20

Service coverage:

Model number	Service coverage description	Quantity	Years
77500010	POWER-PRO 2 PREVENT SERVICE	8	10.00
77601102	Prevent+ 1 Year Power Load	8	10.00
77100003	Cot Upgrade or Install	16	10.00
73071XPB	XPEDITION Prevent w-balls	8	11.00

Total service coverage: \$359,519.80

Freight: \$23,044.50

Total Amount: \$1,842,044.50

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



Insurance Authorization and Verification

Date: September 05, 2023

Schedule 002 To Master Agreement Number 2110151869

To: CHEATHAM COUNTY, TENNESSEE ("Customer")
3455 BELL ST
ASHLAND CITY, Tennessee 37015-6931

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

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

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

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

Customer must carry **PROPERTY** Insurance (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value'** \$1,459,480.20 with deductibles **no more than \$10,000.00**.

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

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

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

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

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

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

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$1,459,480.20

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 002 To Master Agreement Number 2110151869

See Exhibit A to Schedule 002 To Master Agreement Number 2110151869

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



State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of SCHEDULE002 TO MASTER AGREEMENT No. 2110151869 (the "Agreement") between Flex Financial, a division of Stryker Sales, LLC ("Owner") and CHEATHAM COUNTY, TENNESSEE ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

- Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
- To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
- Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
- If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
- Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

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



Opinion of Counsel Letter

September 05, 2023

Flex Financial, a division of Stryker Sales, LLC
1901 Romance Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 002 TO MASTER AGREEMENT NO. 2110151869 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and CHEATHAM COUNTY, TENNESSEE (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Tennessee and is authorized by the Constitution and laws of the State of Tennessee to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

**ADDENDUM TO RENTAL SCHEDULE 002 TO MASTER AGREEMENT NO.
2110151869 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES,
LLC AND CHEATHAM COUNTY, TENNESSEE**

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

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

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

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

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

If at the sixtieth (60th) month of the Term Owner has not released New Product, or Customer has not exercised the Upgrade Option, Customer shall exchange the Superseded Equipment for new Equipment of the same make and model (the "Like-Kind Equipment") as the Superseded Equipment. Immediately upon Customer's receipt of the Like-Kind Equipment, Customer shall return the Superseded Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule and the Agreement.

Customer signature	
Signature:	Date:
Print name:	
Title:	

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

RESOLUTION: 16 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On Auto-Chlor Dishwashing Machine Agreement

DATE: October 16, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

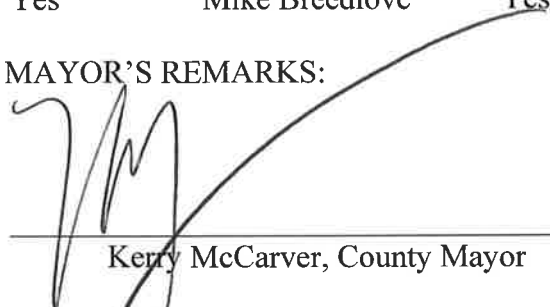
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Auto-Chlor dishwashing machine agreement is approved.

A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.

M. A. Short

Abby Short, County Clerk





Dishwashing Machine Agreement

197800130

AGREEMENT, made this date October 3, 2023
between Auto Chlor System of MID SOUTH, LLC
and CHEATHAM COUNTY OF TN. DBA CHEATHAM COUNTY JAIL
at 200 COURT STREET, ASHLAND CITY, TN 37015

1. Auto-Chlor System agrees to furnish an automatic dishwashing machine, Model AC A4, Serial No. 00416, and all Detergent, Rinse Aid and Sanitizing compounds necessary for washing dishes. Any excess Detergent and Sanitizing compounds used will be charged to Customer at current prices and Customer further agrees to return all empty chemical containers or pay for them at current prices. Customer agrees to pay a fixed amount of \$215.00 at the beginning of each four (4) week period. Customer further agrees to pay an additional amount of \$1.00 per cycle for all cycles washed in excess of 1000 during the four (4) week period (determined by counter attached to machine). Customer agrees to pay applicable sales taxes. This agreement shall last for 65 four-week periods (5 years) commencing on the first regular route service visit and invoicing. At the end of the total term, this agreement automatically renews itself for another 13 periods (1 year) on each annual anniversary unless either party gives the other party at least 2 four-week periods (56 days) notice in writing of its election not to renew the agreement.

Handwritten notes: 215, 1000, 1,060 and a small table with two empty cells.

2. Auto-Chlor System reserves the right to adjust prices if necessary. However, if Auto-Chlor System adjusts prices, the Customer may terminate this agreement by giving Auto-Chlor System 2 four-week periods (56 days) notice in writing to that effect, so long as that notice is given within twenty-eight (28) days after the price increase takes effect. If Customer becomes delinquent in payment, Auto-Chlor System may, at its option, elect to interrupt the operation of the automatic dishwashing machine without notice, and/or, may elect to terminate this agreement by giving the customer seven days written notice of its election to do so. Upon such election, Customer shall owe Auto-Chlor System all back payments plus liquidated damages in the amount of 75% of the remaining rentals due to the end of this agreement. Upon Auto-Chlor System's election to terminate this agreement for non-payment, the Customer agrees voluntarily to surrender possession of the automatic dishwashing machine to Auto-Chlor System, and Auto-Chlor System shall have the right to remove the automatic dishwashing machine from the Customer's premises. Auto-Chlor System's election to terminate should not be construed as a waiver of any other rights Auto-Chlor System may have under this Agreement.

3. Auto-Chlor System will deliver the machine to Customer's place of business and will advise as to installation of the unit but Customer must arrange for necessary plumbing connections, sheet metal work, electrical work and racks at his own expense. Auto-Chlor System will thoroughly service the machine at regular intervals and supply all parts necessary for proper maintenance. Emergency service will be furnished free of charge.

4. The automatic dishwashing machine shall remain the property of Auto-Chlor System and Customer shall not transfer or encumber the machine, deliberately deface or damage the machine, assign this agreement, remove, alter or deface any numbers or description of the machine, or remove the machine from the location specified above or permit anyone other than its regular employees in the regular course of its business to use the machine.

5. Auto-Chlor System shall not be held liable for any damages by reason of failure of equipment to operate or faulty operation of equipment, nor be responsible for any direct consequential damage or losses resulting from the use or operation of furnished equipment.

6. In the event that it becomes necessary for Auto-Chlor System to employ attorney(s) to enforce collection of the sums due hereunder, or to enforce any of the agreements herein contained or to remove the dishwashing machine, Customer agrees to pay the reasonable attorney's fees, costs and expenses incurred by Auto-Chlor System in connection therewith. Should any part of this agreement be deemed unenforceable by a Court, the remainder of this Agreement remains in full force and effect.

7. Should Customer disconnect or remove automatic dishwashing machine or otherwise attempt to unilaterally terminate this agreement, except as set forth above, then Customer shall remain responsible for the payment of the fixed amount set forth above for the entire term of this Agreement.

8. Customer agrees to provide Auto-Chlor System with the name and address of the owner of the property upon which Customer's business is located and inform Auto-Chlor System of any change of ownership of the property so that Auto-Chlor System can give written notice to the landlord of Auto-Chlor System's ownership of the automatic dishwashing machine.

9. Auto-Chlor System may impose an energy surcharge on each invoice to offset petroleum or utility based increases in its cost of goods, vendor or transport energy surcharges, and/or fuel cost increases. Energy surcharges may be adjusted periodically depending on market conditions.

CHEATHAM COUNTY JAIL
Customer's Trade Name
by (signature)
Print Name & Title
(615)792-2042
Customer's Phone Number
Customer's Social Security Number
GOVERNMENT
Type-Sole Prop., Partnership, or Corp

Auto-Chlor System of MID SOUTH, LLC
by (signature)
(615)817-2544
Local Sales & Service Phone Number
CHEATHAM COUNTY
Customer's Building Owner's Name
200 COURT ST ASHLAND CITY, TN
Customer's Building Owner's Address
615-792-2042 37015
Customer's Building Owner's Phone Number

Guaranty

For consideration received, the undersigned ("Guarantor") hereby guarantees to Lessor timely payment and full performance by Lessee of all obligations of Lessee under the above lease including expenses of collection thereof, including attorney's fees and court costs and also of all expenses including attorney's fees and court costs incurred in enforcing this guaranty. Guarantor further authorizes Lessor to investigate Guarantor's credit capacity and history. Lessor and Lessee may by subsequent agreement add, delete, increase, decrease, or otherwise alter any of their rights and obligations as to each other without notice to or consent from guarantor and without in any way affecting the liability of Guarantor hereunder, nor shall Guarantor's liability be affected by Lessee's assignment of the lease or sublease of any Equipment. Notice of acceptance of this guaranty as well as all demands, presentments, notices of protest and notices of every kind or nature including those of any action or nonaction on the part of Lessee, Lessor or any other party are hereby waived upon any default of Lessee. Lessor may, at its option proceed directly and at once, without notice against Guarantor to collect and recover the full amount hereby guaranteed or any portion thereof, without proceeding against Lessee or any other person or exercising of any other remedy available to Lessor whatsoever. Guarantor thereby waives the pleading of any statute of limitations as a defense to Guarantor's obligations hereunder to the full extent permitted by law. The invalidity or unenforceability of the above lease as to Lessee for whatever reason shall not affect the enforceability of this guaranty. If more than one guarantor, obligation of each shall be joint and several.

If the equipment is not returned at the end of the term of the lease, or if the equipment is not returned after Lessee has defaulted in any manner specified in the lease, and has failed to cure such default after a reasonable period of time, the undersigned personally guarantees the fair market value of said equipment at the commencement of the lease which is \$4,800.00, to be decreased 10% for each month paid under the lease.

Dated as of the date of the lease
WITNESS

GUARANTOR (Individual) SIGNATURE
GUARANTOR (Individual) PRINT

RESOLUTION: 16 (D)

RESOLUTION TITLE: To Approve Mayor's Signature On Axon Enterprise, Inc Contract For In-Car Cameras And Body Cameras

DATE: October 16, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

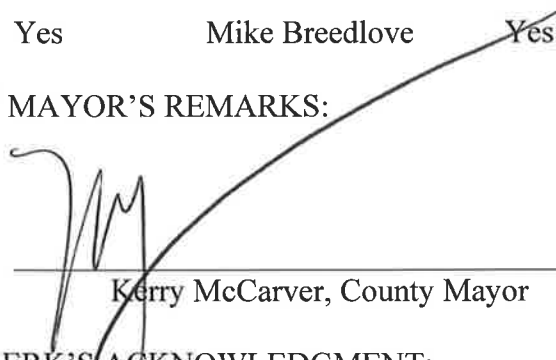
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Axon Enterprise, Inc contract for in-car cameras and body cameras is approved.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.

Abby Short

Abby Short, County Clerk





Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-477944-45201.869MD
 Issued: 10/02/2023
 Quote Expiration: 10/31/2023
 Estimated Contract Start Date: 03/01/2024
 Account Number: 114700
 Payment Terms: N30
 Delivery Method:

SHIP TO	BILL TO
Delivery/Invoice: Other-200 Court St 200 Court St Ashland City, TN 37015-1764 USA	Cheatham County Sheriff's Office - TN 200 Court St Ashland City TN 37015-1764 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Capri Wesley Phone: 334-655-0690 Email: cwesley@axon.com Fax:	Chris Gilmore Phone: 6154055204 Email: chris.gilmore@cheathamcountytn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$425,226.00
ESTIMATED TOTAL W/ TAX	\$425,226.00

Discount Summary

Average Savings Per Year	\$15,854.40
TOTAL SAVINGS	\$79,272.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$85,045.20	\$0.00	\$85,045.20
Feb 2025	\$85,045.20	\$0.00	\$85,045.20
Feb 2026	\$85,045.20	\$0.00	\$85,045.20
Feb 2027	\$85,045.20	\$0.00	\$85,045.20
Feb 2028	\$85,045.20	\$0.00	\$85,045.20
Total	\$425,226.00	\$0.00	\$425,226.00

Quote Unbundled Price: \$504,498.00
 Quote List Price: \$461,226.00
 Quote Subtotal: \$425,226.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	30	60	\$278.61	\$254.57	\$234.57	\$422,226.00	\$0.00	\$422,226.00
A la Carte Services									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$425,226.00	\$0.00	\$425,226.00

Delivery Schedule

Hardware		Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	70112	AXON SIGNAL UNIT		30	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT		30	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT		1	02/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT		30	02/01/2029
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT		1	02/01/2029

Software		Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE		30	03/01/2024	02/28/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA		30	03/01/2024	02/28/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3		30	03/01/2024	02/28/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA		60	03/01/2024	02/28/2029

Services		Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)		30
Ala Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES		1

Warranties		Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT		30	03/01/2024	02/28/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT		30	02/01/2025	02/28/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT		1	02/01/2025	02/28/2029

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Annual Payment 1	Fleet3A	Fleet 3 Advanced	30	\$84,445.20	\$0.00	\$84,445.20
Total				\$85,045.20	\$0.00	\$85,045.20

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Annual Payment 2	Fleet3A	Fleet 3 Advanced	30	\$84,445.20	\$0.00	\$84,445.20
Total				\$85,045.20	\$0.00	\$85,045.20

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Annual Payment 3	Fleet3A	Fleet 3 Advanced	30	\$84,445.20	\$0.00	\$84,445.20
Total				\$85,045.20	\$0.00	\$85,045.20

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Annual Payment 4	Fleet3A	Fleet 3 Advanced	30	\$84,445.20	\$0.00	\$84,445.20
Total				\$85,045.20	\$0.00	\$85,045.20

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Annual Payment 5	Fleet3A	Fleet 3 Advanced	30	\$84,445.20	\$0.00	\$84,445.20
Total				\$85,045.20	\$0.00	\$85,045.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/2/2023





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-479814-45201-869MD

Issued: 10/02/2023

Quote Expiration: 10/31/2023

Estimated Contract Start Date: 12/15/2023

Account Number: 114700

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery/Invoice: Other-200 Court St 200 Court St Ashland City, TN 37015-1764 USA	Cheatham County Sheriff's Office - TN 200 Court St Ashland City TN 37015-1764 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Capt Wesley Phone: 334-655-0690 Email: cwesley@axon.com Fax:	Chris Gilmore Phone: 6154055204 Email: chris.gilmore@cheathamcountytn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$503,487.40
ESTIMATED TOTAL W/ TAX	\$503,487.40

Discount Summary

Average Savings Per Year	\$12,549.02
TOTAL SAVINGS	\$62,745.10

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	\$100,697.48	\$0.00	\$100,697.48
Nov 2024	\$100,697.48	\$0.00	\$100,697.48
Nov 2025	\$100,697.48	\$0.00	\$100,697.48
Nov 2026	\$100,697.48	\$0.00	\$100,697.48
Nov 2027	\$100,697.48	\$0.00	\$100,697.48
Total	\$503,487.40	\$0.00	\$503,487.40

Quote Unbundled Price: \$566,232.50
 Quote List Price: \$540,536.90
 Quote Subtotal: \$503,487.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCambBOTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	60	\$70.49	\$34.66	\$34.66	\$14,557.20	\$0.00	\$14,557.20
BWCambTAP	Body Worn Camera TAP Bundle	65	60	\$35.23	\$32.50	\$32.50	\$126,750.00	\$0.00	\$126,750.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	7			\$1,638.90	\$1,538.90	\$10,772.30	\$0.00	\$10,772.30
H00001	AB4 Camera Bundle	65			\$849.00	\$749.00	\$48,685.00	\$0.00	\$48,685.00
A la Carte Software									
73478	REDACTION ASSISTANT USER LICENSE	65	60		\$9.76	\$8.97	\$34,999.90	\$0.00	\$34,999.90
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1200	60		\$0.60	\$0.49	\$35,004.00	\$0.00	\$35,004.00
85760	Auto-Transcribe Unlimited Service	65	60		\$20.00	\$20.00	\$78,000.00	\$0.00	\$78,000.00
73680	RESPOND DEVICE PLUS LICENSE	65	60		\$20.61	\$20.61	\$80,379.00	\$0.00	\$80,379.00
BasicLicense	Basic License Bundle	54	60		\$16.87	\$15.00	\$48,600.00	\$0.00	\$48,600.00
ProLicense	Pro License Bundle	11	60		\$42.91	\$39.00	\$25,740.00	\$0.00	\$25,740.00
A la Carte Services									
85144	AXON STARTER	1			\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$503,487.40	\$0.00	\$503,487.40

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	65	11/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	11/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	72	11/15/2023
AB4 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	72	11/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	11/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	7	11/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 15-BAY / 6-BAY DOCK	7	11/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	7	05/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	67	05/15/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	7	11/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	67	11/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	54	12/15/2023	12/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	54	12/15/2023	12/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	33	12/15/2023	12/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	11	12/15/2023	12/14/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	65	12/15/2023	12/14/2028
A la Carte	73680	RESPOND DEVICE PLUS LICENSE	65	12/15/2023	12/14/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1200	12/15/2023	12/14/2028
A la Carte	85760	Auto-Transcribe Unlimited Service	65	12/15/2023	12/14/2028

Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	7	11/15/2024	12/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	65	11/15/2024	12/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	11/15/2024	12/14/2028

Payment Details

Nov 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73478	REDACTION ASSISTANT USER LICENSE	65	\$3,250.69	\$0.00	\$3,250.69
Annual Payment 1	73680	RESPOND DEVICE PLUS LICENSE	65	\$7,465.35	\$0.00	\$7,465.35
Annual Payment 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1200	\$3,251.07	\$0.00	\$3,251.07
Annual Payment 1	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	85760	Auto-Transcribe Unlimited Service	65	\$7,244.41	\$0.00	\$7,244.41
Annual Payment 1		Basic License Bundle	54	\$4,513.82	\$0.00	\$4,513.82
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$1,352.03	\$0.00	\$1,352.03
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	65	\$11,772.16	\$0.00	\$11,772.16
Annual Payment 1	H00001	AB4 Camera Bundle	65	\$48,685.00	\$0.00	\$48,685.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	7	\$10,772.30	\$0.00	\$10,772.30
Annual Payment 1		Pro License Bundle	11	\$2,390.65	\$0.00	\$2,390.65
Total				\$100,697.48	\$0.00	\$100,697.48

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73478	REDACTION ASSISTANT USER LICENSE	65	\$7,937.30	\$0.00	\$7,937.30
Annual Payment 2	73680	RESPOND DEVICE PLUS LICENSE	65	\$18,228.41	\$0.00	\$18,228.41
Annual Payment 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1200	\$7,938.23	\$0.00	\$7,938.23
Annual Payment 2	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	85760	Auto-Transcribe Unlimited Service	65	\$17,688.90	\$0.00	\$17,688.90
Annual Payment 2		Basic License Bundle	54	\$11,021.54	\$0.00	\$11,021.54
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$3,301.30	\$0.00	\$3,301.30
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	65	\$28,744.46	\$0.00	\$28,744.46
Annual Payment 2		Pro License Bundle	11	\$5,837.34	\$0.00	\$5,837.34
Total				\$100,697.48	\$0.00	\$100,697.48

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73478	REDACTION ASSISTANT USER LICENSE	65	\$7,937.30	\$0.00	\$7,937.30
Annual Payment 3	73680	RESPOND DEVICE PLUS LICENSE	65	\$18,228.41	\$0.00	\$18,228.41
Annual Payment 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1200	\$7,938.23	\$0.00	\$7,938.23
Annual Payment 3	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	85760	Auto-Transcribe Unlimited Service	65	\$17,688.90	\$0.00	\$17,688.90
Annual Payment 3		Basic License Bundle	54	\$11,021.54	\$0.00	\$11,021.54
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$3,301.30	\$0.00	\$3,301.30
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	65	\$28,744.46	\$0.00	\$28,744.46
Annual Payment 3		Pro License Bundle	11	\$5,837.34	\$0.00	\$5,837.34
Total				\$100,697.48	\$0.00	\$100,697.48

Nov 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73478	REDACTION ASSISTANT USER LICENSE	65	\$7,937.30	\$0.00	\$7,937.30
Annual Payment 4	73680	RESPOND DEVICE PLUS LICENSE	65	\$18,228.41	\$0.00	\$18,228.41
Annual Payment 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1200	\$7,938.23	\$0.00	\$7,938.23
Annual Payment 4	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	85760	Auto-Transcribe Unlimited Service	65	\$17,688.90	\$0.00	\$17,688.90
Annual Payment 4	BasicLicense	Basic License Bundle	54	\$11,021.54	\$0.00	\$11,021.54
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$3,301.30	\$0.00	\$3,301.30
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	65	\$28,744.46	\$0.00	\$28,744.46
Annual Payment 4	ProLicense	Pro License Bundle	11	\$5,837.34	\$0.00	\$5,837.34
Total				\$100,697.48	\$0.00	\$100,697.48
Nov 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	73478	REDACTION ASSISTANT USER LICENSE	65	\$7,937.30	\$0.00	\$7,937.30
Annual Payment 5	73680	RESPOND DEVICE PLUS LICENSE	65	\$18,228.45	\$0.00	\$18,228.45
Annual Payment 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1200	\$7,938.23	\$0.00	\$7,938.23
Annual Payment 5	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	85760	Auto-Transcribe Unlimited Service	65	\$17,688.90	\$0.00	\$17,688.90
Annual Payment 5	BasicLicense	Basic License Bundle	54	\$11,021.54	\$0.00	\$11,021.54
Annual Payment 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$3,301.28	\$0.00	\$3,301.28
Annual Payment 5	BWCamTAP	Body Worn Camera TAP Bundle	65	\$28,744.44	\$0.00	\$28,744.44
Annual Payment 5	ProLicense	Pro License Bundle	11	\$5,837.34	\$0.00	\$5,837.34
Total				\$100,697.48	\$0.00	\$100,697.48

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/2/2023



RESOLUTION: 17

RESOLUTION TITLE: Initial Resolution Authorizing The Issuance Of Not To Exceed \$46,000,000 General Obligation Bonds Of Cheatham County, Tennessee

DATE: October 16, 2023

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, BE IT RESOLVED by the Board of County Commissioners of Cheatham County, Tennessee (the "County") that for the purpose of providing all or a portion of funds for the (i) construction, renovation, improvement and equipping of jail, courtroom and other criminal justice facilities; (ii) acquisition of all property, real and personal, appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and (iv) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds of said County in the aggregate principal amount of not to exceed \$46,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable State law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Cheatham County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$46,000,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

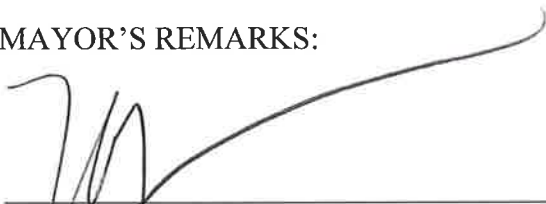
The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

Abby Short, County Clerk

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.





Abby Short, County Clerk

RESOLUTION: 18

RESOLUTION TITLE: A Resolution Authorizing The Issuance Of Not To Exceed \$46,000,000 In Aggregate Principal Amount, In One Or More Series, Of General Obligation Bonds Of Cheatham County, Tennessee; Making Provision For The Issuance, Sale And Payment Of Said Bonds; Establishing The Terms Thereof And The Disposition Of Proceeds Therefrom; And Providing For The Levy Of Taxes For The Payment Of Principal Of, Premium, If Any, And Interest On The Bonds

DATE: October 16, 2023

MOTION BY: Mr. Bill Powers

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

WHEREAS, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance county public works projects; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Cheatham County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue general obligation bonds of the County to provide the funds necessary to finance the (i) construction, renovation, improvement and equipping of jail, courtroom and other criminal justice facilities; (ii) acquisition of all property, real and personal, appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and (iv) reimbursement of the County for prior expenditures for the foregoing costs; and

WHEREAS, the issuance of general obligation bonds to finance public works projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Governing Body did on the date hereof adopt an initial resolution (the "Initial Resolution") proposing the issuance of not to exceed \$46,000,000 in aggregate principal amount of general obligation bonds to finance the projects described above, which initial resolution will be published as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed \$46,000,000 in aggregate principal amount of its general obligation bonds, in one or more series, providing for the issuance, sale and payment of said bonds,

establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean not to exceed \$46,000,000 in aggregate principal amount of General Obligation Bonds of the County, to be dated their date of delivery, with such series designation and such other dated date as the County Mayor shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "County" means Cheatham County, Tennessee;

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "Director of Accounts and Budgets" means and includes the appointed Director of Accounts and Budgets for the County and any appointed interim director;

(h) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(i) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(j) "Governing Body" means the Board of County Commissioners of the County;

(k) "Municipal Advisor" means RSA Advisors, LLC;

(l) "Projects" shall mean the (i) construction, renovation, improvement and equipping of jail, courtroom and other criminal justice facilities; (ii) acquisition of all property, real and personal, appurtenant to the foregoing; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and

(m) "Registration Agent" means the registration and paying agent for the Bonds, appointed by the County Mayor pursuant to Section 3 hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. Approximate debt service and sources and uses of funds are attached hereto as Exhibit A, subject to change by the County Mayor, as permitted by Section 8 hereof.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the cost of the Projects, (ii) reimburse the County for funds previously expended for the Projects, if any; and (iii) pay the costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$46,000,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Public Improvement Bonds" and shall be dated their date of issuance and have such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by applicable law, payable semi-annually on June 1 and December 1 in each year, commencing June 1, 2024. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on December 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, through no later than December 1, 2048, in the estimated amounts provided in Exhibit A attached hereto.

(b) Subject to adjustments permitted in Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on December 1, 2033, and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by

the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor of the County is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor of the County. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth in Exhibit A, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts and dates may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. An optional notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and

neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified

herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the

corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to

DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED

REGISTERED

Number _____

\$ _____

immobilized in its custody, or a custodian of DTC. The Registrar is a custodian and agent for DTC and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on [____ 1, 20__] and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall

be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
---------------------------------	----------------------------------	---

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and

confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$46,000,000 and issued by the County for the purpose of providing funds necessary to fund the construction, renovation, improvement and equipping of jail, courtroom and other criminal justice facilities, and payment of costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on October 16, 2023 (the "Resolution").

This Bond is secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, and interest on this Bond, the full faith and credit of the County are irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under of the corporate seal of the County, all as of the date hereinabove set forth.


CHEATHAM COUNTY

BY: _____

County Mayor

(SEAL)

ATTESTED:



County Clerk

Transferable and payable at the designated corporate trust office of:

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Bond of Cheatham County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[End of Bond Form]

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds. (a) The Bonds shall be offered for competitive public sale as required by law, in one or more series, at a price of not less than ninety-nine percent (99.00%) of par exclusive of original issue discount, and accrued interest, if any, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate or rates permitted by applicable law. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to the Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the County, to cause to be sold less than the principal amount authorized herein;

(4) change the first interest payment date on the Bonds, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(5) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed the twenty-fifth fiscal year following the fiscal year in which such series is issued;

(6) adjust or remove the County's optional redemption provisions of the Bonds including, but limited to, making the Bonds non-callable or making the first optional redemption date earlier than set forth herein, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(8) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the County and such premium to be paid by the County or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(b) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(c) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary

in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds.

(f) None of the Bonds shall be issued to fund any Projects until twenty (20) days have elapsed from the publication of the Initial Resolution without a protest under Sections 9-21-101 et seq., Tennessee Code Annotated, sufficient to require a referendum on the Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2023 County Construction Fund (the "Project Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the County Project Fund shall be disbursed solely to pay the costs of the Projects (or reimburse the County for the prior payment thereof), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects, and the costs of issuance and sale of such Bonds. Moneys in the Project Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law, at the discretion of the County Mayor (i) retained in the Project Fund to the extent needed for the Projects; or (iii) transferred to the County's debt service fund to the extent needed to fund the payment of interest on the Bonds through the completion of the Projects. To the extent permitted by applicable law, after completion of the Projects, any funds remaining in the Project Fund, including earnings from such investments, may be applied to other County capital projects which have been properly authorized by an initial resolution which has been published without protest, or may be deposited to the County's debt service fund. The disposition of the proceeds of the Bonds, including any investment earnings thereon, shall be consistent with the terms of the federal tax certificate and agreement described in Section 11.

(c) Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds.

(d) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The County Mayor, the County Clerk and the Director of Accounts and Budgets, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, the County Clerk and the Director of Accounts and Budgets, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor, the County Clerk and the Director of Accounts and Budgets, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor, the County Clerk and the Director of Accounts and Budgets, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

No final Official Statement shall be required if the Bonds are sold to a purchaser that certifies that it does not intend to re-offer the Bonds to the public.

Section 11. Tax Matters. The County recognizes that the purchasers and owners of each series of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of such Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of each series of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Mayor and the Director of Accounts and Budgets are authorized and directed to execute and deliver a federal tax certificate and agreement to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such federal tax certificate and agreement shall constitute a representation, certification and agreement of the County. Following the issuance of the Bonds, the Director of Accounts and Budgets is

directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds. ' 1

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to

pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto, if any. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution, including provisions relating to the Projects.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Exhibit A

Estimated Debt Service Schedule

Fiscal Year	Principal	Interest	Total P+I
06/30/2024	-	1,047,967.46	1,047,967.46
06/30/2025	1,175,000.00	1,776,758.03	2,951,758.03
06/30/2026	1,210,000.00	1,737,222.95	2,947,222.95
06/30/2027	1,250,000.00	1,697,376.75	2,947,376.75
06/30/2028	1,290,000.00	1,657,345.25	2,947,345.25
06/30/2029	1,335,000.00	1,617,037.10	2,952,037.10
06/30/2030	1,375,000.00	1,575,784.83	2,950,784.83
06/30/2031	1,415,000.00	1,533,829.83	2,948,829.83
06/30/2032	1,460,000.00	1,491,035.00	2,951,035.00
06/30/2033	1,505,000.00	1,446,788.55	2,951,788.55
06/30/2034	1,550,000.00	1,400,403.30	2,950,403.30
06/30/2035	1,600,000.00	1,351,173.80	2,951,173.80
06/30/2036	1,650,000.00	1,298,522.30	2,948,522.30
06/30/2037	1,715,000.00	1,237,112.03	2,952,112.03
06/30/2038	1,785,000.00	1,166,666.66	2,951,666.66
06/30/2039	1,860,000.00	1,091,254.76	2,951,254.76
06/30/2040	1,940,000.00	1,010,669.46	2,950,669.46
06/30/2041	2,025,000.00	925,302.08	2,950,302.08
06/30/2042	2,115,000.00	835,364.85	2,950,364.85
06/30/2043	2,210,000.00	740,769.50	2,950,769.50
06/30/2044	2,310,000.00	641,209.00	2,951,209.00
06/30/2045	2,415,000.00	536,424.25	2,951,424.25
06/30/2046	2,525,000.00	426,383.00	2,951,383.00
06/30/2047	2,640,000.00	311,203.50	2,951,203.50
06/30/2048	2,760,000.00	190,645.50	2,950,645.50
06/30/2049	2,885,000.00	64,479.75	2,949,479.75
Total	\$46,000,000.00	\$28,808,729.49	\$74,808,729.49

Estimated Sources and Uses of Funds

Sources Of Funds

Par Amount of Bonds \$46,000,000.00

Total Sources \$46,000,000.00

Uses Of Funds

Total Underwriter's Discount (1.000%)* 460,000.00

Costs of Issuance 158,000.00

Deposit to Project Construction Fund 45,378,087.22

Rounding Amount 3,912.78

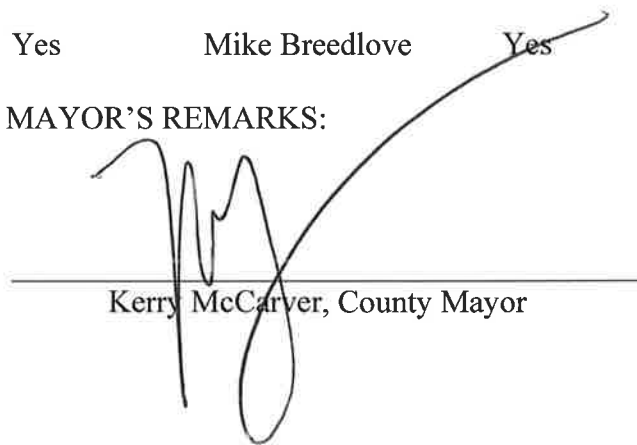
Total Uses \$46,000,000.00

* Reflects maximum discount; actual discount will be determined by competitive sale

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.

Abby Short

Abby Short, County Clerk



RESOLUTION: 19
RESOLUTION TITLE: To Appoint Anita Melle To The Library Board
DATE: October 16, 2023
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Walter Weakley

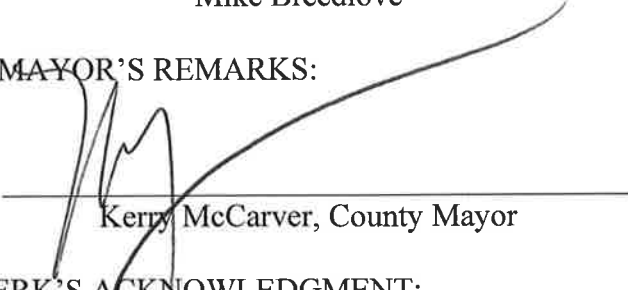
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to appoint Anita Melle to the Library Board for a term ending June 30, 2026.

RECORD: Approved by voice vote

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

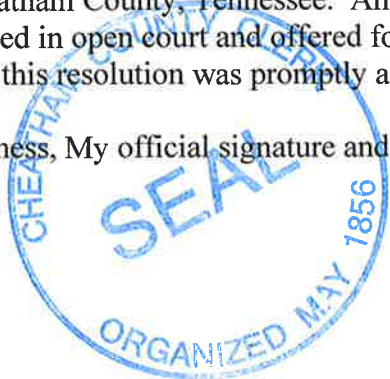
CHEATHAM COUNTY MAYOR'S REMARKS:

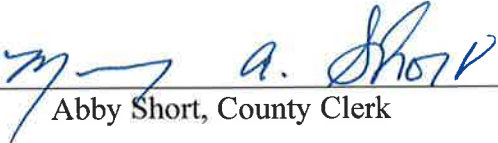

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 20th day of October 2023.




Abby Short, County Clerk

RESOLUTION: 20
RESOLUTION TITLE: Consent Calendar
DATE: October 16, 2023
MOTION BY: Mr. Walter Weakley
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

Jamie Lynn Dupre
Stephen Mayberry

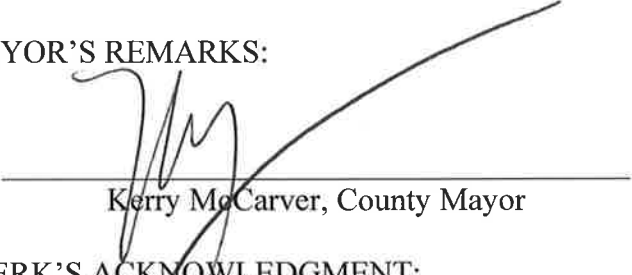
John G. Lawless

Kimberly J. Maskill

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

RESOLUTION: 21
RESOLUTION TITLE: Adjourn
DATE: October 16, 2023
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Calton Blacker

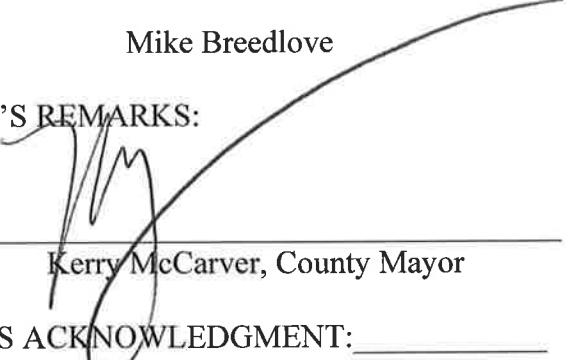
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16th day of October 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 6:59 P.M.

RECORD: Approved by voice vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

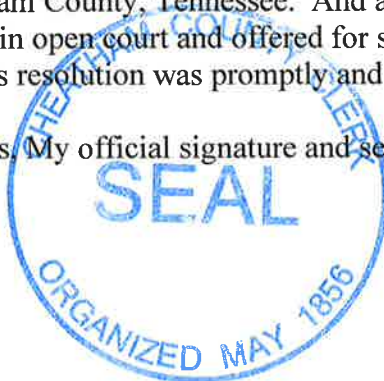



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness My official signature and seal of said county, this 20th day of October 2023.





Abby Short, County Clerk