

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**November 18, 2024**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on November 18, 2024 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

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

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:03 P.M.

Ashlie Farmer, 4<sup>th</sup> District, spoke in opposition of the Hope Center Ministries sober living facility and asked County Attorney, Mr. Michael Bligh, for an update.

Carmen Irizarry-Zellmann, 4<sup>th</sup> District, spoke in opposition of the Hope Center Ministries sober living facility and asked Building Commissioner, Mr. Franklin Wilkinson, for an update.

Commissioner, Mr. Walter Weakley, and Building Commissioner, Mr. Franklin Wilkinson, discussed the concerns of the Hope Center Ministries facility.

Public Forum closed at 6:12 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:12 P.M

Invocation was offered by Mr. Chris Gilmore.

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

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

Motion was made by Mr. Walter Weakley, seconded by Ms. Diana Lovell to approve the November 18, 2024 Legislative Body Meeting Agenda.

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

Motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to approve the Minutes from the October 21, 2024 Regular Session Legislative Body Meeting.

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

COMMENTS FROM ELECTED OFFICIALS:

Mr. John Patrick, School Board Vice-Chairman, spoke regarding Item 10 in the Budget. Mr. Patrick gave an update on the rebate program for reducing diesel buses and stated that the school board would like to keep the entire rebate.

Chairman, Mr. Tim Williamson, stated the money from the rebate should only be used for school buses in the future.

UNFINISHED BUSINESS

County Mayor, Mr. Kerry McCarver presented a special recognition to Mr. Robert Hester.

NEW BUSINESS

PUBLIC HEARING: Chairman Mr. Tim Williamson opened the Public Hearing at 6:28 P.M.

The following was advertised to be heard:

1. *Susan Liles requesting a Zone Change from Agriculture to E1 for Map 91, Parcel 96.02. Property is located on Kingston Springs Rd., in the 6<sup>th</sup> Voting District, and is not in a Special Flood Hazard Area.*
2. *Bumpus Development LLC., requesting a Zone Change from E1 to Residential Plan Unit Development for a 51.32-acre portion of Map 24, Parcel 4. Property is located on HWY 41-A, in the 2<sup>nd</sup> Voting District and is not in a Special Flood Hazard Area.*

No one spoke for or against these changes.

Public Hearing closed at 6:29 P.M.

BUILDING DEPARTMENT – MR. FRANKLIN WILKINSON: Motion was made by Mr. James Hedgepath, seconded by Mr. Mike Breedlove to approve a zone change request for Susan Liles from Agriculture to E1 for Map 91, Parcel 96.02. Property is located on Kingston Springs Rd., in the 6<sup>th</sup> Voting District, and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 4.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

Motion was made by Mr. Walter Weakley, seconded by Mr. David Anderson to approve a zone change request for Bumpus Development LLC. from E1 to Residential Plan Unit Development for a 51.32-acre portion of Map 24, Parcel 4. Property is located on Hwy 41-A, in the 2<sup>nd</sup> Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 5.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

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

***Budget Amendments – County General***

<i>Jail</i>	\$322,437.73
<i>Ambulance/Emergency Medical Services</i>	\$ 5,000.00
<i>Register of Deeds</i>	\$ 29,251.96
<i>Sheriff's Department</i>	\$1 0,364.20
<i>Sheriff's Department</i>	\$ 26,625.00

*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*

*Funding Source: Various*

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 6.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

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

***Budget Amendments – Highway/Public Works***

<i>Administration</i>	\$ 1,258.91
<i>Highway and Bridge Maintenance</i>	\$145,000.00
<i>Capital Outlay</i>	\$105,000.00

*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*

*Funding Source: Various*

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 7.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

Budget Committee presented, Mr. Mike Russel requested to defer the Budget Amendment for the Solid Waste/Sanitation Fund until the December meeting.

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Ms. Diana Lovell to approve the following Budget Amendments to the Other Capital Projects – Vehicles Fund:

***Budget Amendments – Other Capital Projects – Vehicles***  
*Other General Government Projects*                      \$30,803.92

*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Insurance Recovery*

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 8.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

Budget Committee recommended, motion was made by Mr. Mike Breedlove, seconded by Mr. David Anderson to approve the following Budget Amendments to the General Purpose School Fund:

***Budget Amendments - General Purpose School***  
*Support Services – Regular Instruction Program*                      \$ 32,938.00  
*Education – Regular Instruction Program*                              \$840,000.00

*School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Various*

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

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	Abstain	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
Bill Powers	Absent		

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Mike Breedlove to approve the following Budget Amendments to the Extended School Program Fund:

***Budget Amendments - Extended School Program (Daycare)***  
*Operation of Non-Instructional Services – Community Services \$40,000.00*

*School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Extended School Program Fund Balance*

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 10.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Mike Breedlove to approve the following Budget Amendments to the Central Cafeteria Fund:

***Budget Amendments - Central Cafeteria***  
*Operation of Non-Instructional Services – Food Service \$65,000.00*

*School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Central Cafeteria Fund Balance*

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 11.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Ms. Diana Lovell to authorize the surplus of the following county assets to be donated:

**Department – EMA**

*Year / Make / Model:* 1999 Ford F-350 XLT Super Duty (brush truck)  
*VIN:* 1FDWF37F0YEB18919  
*Mileage:* 290,095

*The county took ownership of the truck when the Two River Fire Department closed. The vehicle has not been used in several years. EMA is requesting to surplus the vehicle and donate it to the Harpeth Ridge Fire Department. Harpeth Ridge Fire Department covers our county in the old 8th district and an area on Highway 49 into our county at the Harpeth River.*

*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: None*

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 12.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

Budget Committee recommended, motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. Mike Breedlove to approve the following:

***Interfund Capital Outlay Note – West Cheatham Elementary School Athletic Field Lighting not to exceed \$185,000.00***

*School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (11/12/2024): No recommendation was made by the Budget Committee*  
*Funding Source: Note Proceeds / Education Debt Service*

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 13.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to approve the following:

**Interfund Capital Outlay Note – Seven (7) School Buses not to exceed \$1,054,534.00**

School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent  
\*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent  
Funding Source: Note Proceeds / Education Debt Service  
\*NOTE: The Budget Committee requested that \$140,000.00 of the \$175,000.00 expected rebate for buses be deposited/receipted back to the Education Debt Fund (Fund 156) once received

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 14.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

Motion was made by Mr. James Hedgepath, seconded by Mr. Walter Weakley to request the School Board to do a Budget Amendment to move \$140,000.00 of the rebate to the Education Debt Fund.

Motion failed by roll call vote 5 Yes 5 No 1 Absent.

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

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to not offer a bid on 1015 Mt. Pleasant Road at the tax sale on delinquent properties due to property maintenance violations.

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 15.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Mike Breedlove, seconded by Mr. David Anderson to approve the following:

- A.) *Mayor's signature on new EMS Medical Director agreement*
- B.) *Mayor's signature on Memorandum of Understanding between County Mayor and County Commission to fully obligate grant funding prior to end of the year deadline*
- C.) *Mayor's signature on contract with RJ Young for the Sheriff's department*

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 16.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh presented, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to approve a resolution supporting the investment of Dickson Electric Service in Essential Internet Infrastructure.

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

County Attorney, Mr. Michael Bligh gave an update on the state law to change Speed Limits on a road.

Motion was made by Mr. James Hedgepath to change the speed limit on Narrows of the Harpeth Road from 40 MPH to 25 MPH.

After discussion motion was withdrawn until it goes before the Road and Bridge committee.

County Attorney, Mr. Michael Bligh stated the Commission will need to go into an Executive Session to discuss Hope Center Ministries due to confidentiality.

After discussion it was decided to hold the Executive Session at the end of this meeting.

#### OTHER COUNTY OFFICIALS

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

REGISTER OF DEEDS – MS. CHRISSY HENDERSON: Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to allow the Cheatham County Register of Deeds to charge for E-Filing fee.



Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 18.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

SHERIFF – MR. TIM BINKLEY: Sheriff’s monthly reports were included in the packet. Mr. Tim Binkley announced the first ever Drug Court graduation will be held December 2<sup>nd</sup> from 4:00 P.M. to 6:00 P.M. consisting of 4 graduates. Mr. Tim Binkley stated the Sheriff’s office Christmas Party will be December 6<sup>th</sup> from 11:00 A.M. to 2:00 P.M.

SCHOOL BOARD – DR. CATHY BECK: Dr. Cathy Beck stated they had an annual audit and had no audit findings. Dr. Cathy Beck announced that 6 out of 12 of the counties schools are at a Level 5. Dr. Cathy Beck announced that Harpeth Middle School’s special education program is being recognized nationally.

#### COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUS: UT Extension report was included in the packet. Ms. Sierra Knaus gave an update on the 4-H program and upcoming 4-H events. Ms. Sierra Knaus stated they are looking for a Consumer Science agent.

VETERANS SERVICE – MS. ANGELA HUNT: Ms. Angela Hunt announced that all VSO employees are state certified and nationally certified. Ms. Angela Hunt stated the certifications allow Veteran Affairs hearings in the local office. Ms. Colette Tozer stated the Veterans Day video is now available for viewing on the VSO Facebook page.

ECONOMIC AND COMMUNITY DEVELOPMENT – MS. GINA ANZALDUA: Ms. Gina Anzaldua gave an update on the graphic packaging expansion in Kingston Springs. Ms. Gina Anzaldua stated they attended the 2<sup>nd</sup> Round Table with the Chamber of Commerce and attended the Governors conference.

CHAMBER OF COMMERCE – MS. KELLY ELLIS: Ms. Kelly Ellis thanked Legends Bank for sponsoring the 2<sup>nd</sup> Industrial Round Table as well as the Ashland City Fire Department for allowing it to be hosted there. Ms. Kelly Ellis announced they have officially signed a contract to host a Rodeo in May of 2025. Ms. Kelly Ellis gave a report of all the events they attended this month.

#### STANDING COMMITTEES

CAPITAL IMPROVEMENTS: Capital Improvements committee presented, motion was made by Mr. Calton Blacker, seconded by Mr. Walter Weakley to approve the repair of leaks in the Courthouse and NES waterproofing in the amount of \$10,000.00.

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 19.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

Capital Improvements committee presented, motion was made by Mr. Calton Blacker, seconded by Mr. B.J. Hudspeth to approve the laptops, installation of equipment by BIS Digital, cameras and training for livestreaming all Commission meetings in the amount of \$19,765.71.

Motion approved by roll call vote 10 Yes 0 No 1 Absent. See Resolution 20.

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CALENDAR, RULES AND NOMINATING: Calendar, Rules and Nominating committee presented, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to recognize Ms. Kathryn Mitchem for her service at the Penuel Ridge Retreat Center at the December meeting.

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

ROAD AND BRIDGE COMMITTEE: Mr. Walter Weakley stated they will meet the first Thursday of December at 4:00 P.M.

Ms. Diana Lovell stated the Holiday dinner will be held in January.

Motion was made by Ms. Diana Lovell, seconded by Mr. Walter Weakley to Recess at 7:33 P.M. to enter into an Executive Session to discuss Hope Center Ministries.

Motion approved by voice vote 1 Absent. See Resolution 22.

Regular Session resumed at 8:17 P.M.

Motion was made by Ms. Diana Lovell, seconded by Mr. Chris Gilmore to allow County Attorney, Mr. Michael Bligh to continue settlement negotiations with the Hope Center Ministries lawyer until the December meeting.

After discussion Ms. Diana Lovell called question.

Motion failed by roll call vote 5 Yes 5 No 1 Absent.

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

Motion was made by Mr. Walter Weakley, seconded by Mr. James Hedgepath to request County Attorney, Mr. Michael Bligh to pursue with the lawsuit for incompliance against Hope Center Ministries regarding their sober living facility.

Motion approved by roll call vote 7 Yes 3 No 1 Absent. See Resolution 23.

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

### CONSENT CALENDAR

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to approve the following consent Agenda:

#### Notaries

*Larry E. Armstrong*  
*Jacob B. Bumpus*  
*Kristy Northcott Downer*  
*Amber Moore*  
*Kim Whitworth*

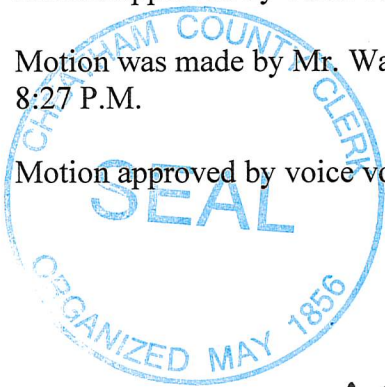
*James A. Bosworth*  
*Kelly Caldera*  
*Cathy McNeal*  
*Brady McBeth Murray*

*Jane H. Brock*  
*Constance Clabaugh*  
*Jacqueline M. Telford-Meguiar*  
*Linda C. Weitman*

Motion approved by voice vote 1 Absent. See Resolution 24.

Motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans, Sr. to adjourn at 8:27 P.M.

Motion approved by voice vote 1 Absent. See Resolution 25.



*[Signature]*  
 \_\_\_\_\_  
 County Clerk

*[Signature]*  
 \_\_\_\_\_  
 Legislative Body Chairman

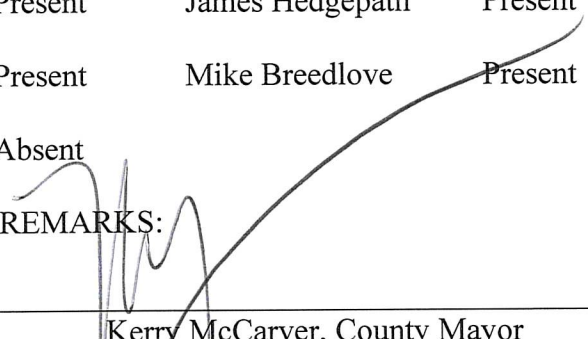
RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: November 18, 2024  
MOTION BY:  
SECONDED BY:  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Ten Commissioners present a quorum is declared.

RECORD: Approved by roll call vote

David Anderson	Present	Walter Weakley	Present
Calton Blacker	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
Bill Powers	Absent		

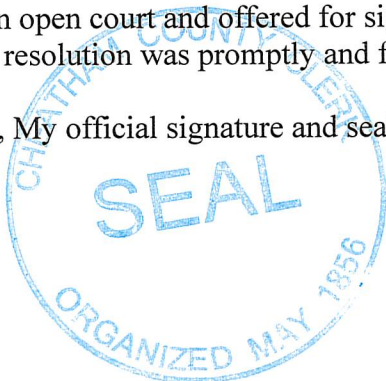
CHEATHAM COUNTY MAYOR'S REMARKS:

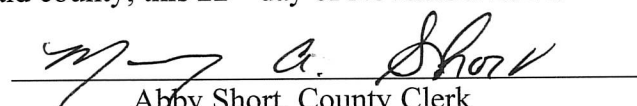
  
Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.



  
Abby Short, County Clerk

RESOLUTION: 2  
RESOLUTION TITLE: To Approve Agenda  
DATE: November 18, 2024  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Ms. Diana Lovell

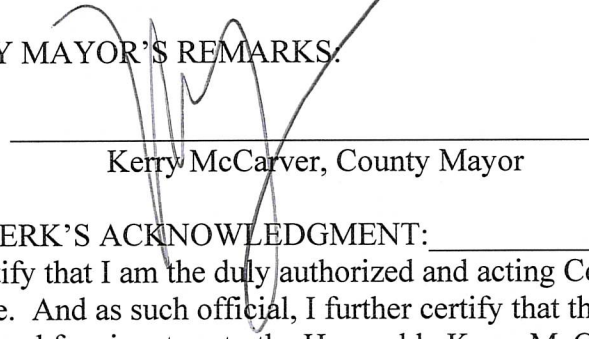
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the November 18, 2024 Legislative Body meeting is approved.

RECORD: Approved by voice vote 1 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:

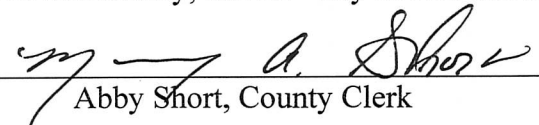
  
Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.



  
Abby Short, County Clerk

RESOLUTION: 3  
RESOLUTION TITLE: To Approve Minutes  
DATE: November 18, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. B.J. Hudspeth

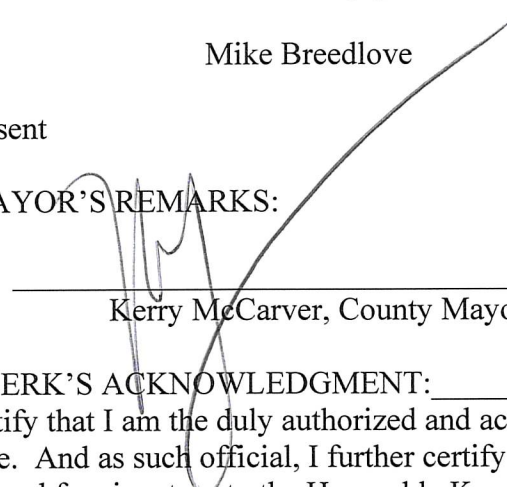
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the October 21, 2024 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 1 Absent

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

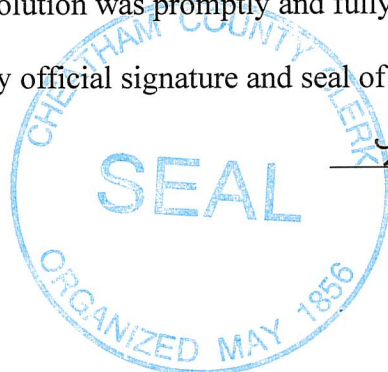
CHEATHAM COUNTY MAYOR'S REMARKS:

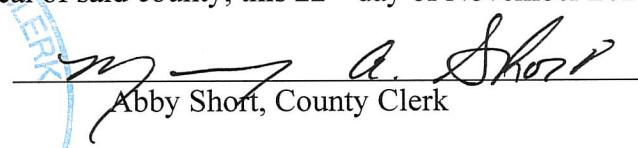
  
Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.



  
Abby Short, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: To Approve The Zone Change Request For Susan Liles From Agriculture To E1 For Map 91, Parcel 96.02

DATE: November 18, 2024

MOTION BY: Mr. James Hedgepath

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a Zone Change request for Susan Liles from Agriculture to E1 for Map 91, Parcel 96.02. Property is located on Kingston Springs Rd., in the 6<sup>th</sup> Voting District, and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

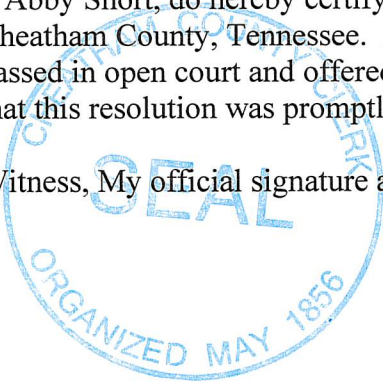
CHEATHAM COUNTY MAYOR'S REMARKS:

\_\_\_\_\_  
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 22<sup>nd</sup> day of November 2024.



\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 5

RESOLUTION TITLE: To Approve The Zone Change Request For Bumpus Development LLC From E1 To Residential Plan Unit Development For A 51.32-Acre Portion Of Map 24, Parcel 4

DATE: November 18, 2024

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. David Anderson

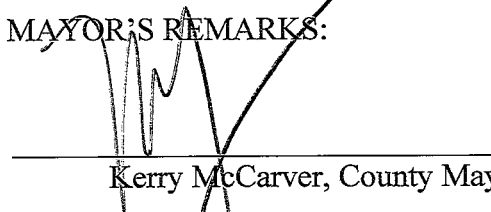
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a Zone Change request for Bumpus Development LLC from E1 to Residential Plan Unit Development for a 51.32-acre portion of Map 24, Parcel 4. Property is located on HWY 41-A, in the 2<sup>nd</sup> Voting District and is not in a Special Flood Hazard Area.

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

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CHEATHAM COUNTY MAYOR'S REMARKS:




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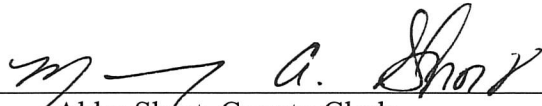
Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 6

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

DATE: November 18, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

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

**Jail**

101 – 34625 – 05	Committed to Public Safety	\$322,437.73
101 – 54210 – 711	Furniture and Fixtures	\$140,937.73
101 – 54210 – 790	Other Equipment	\$181,500.00

*Transfer funds from Prisoner Boarding Reserve to purchase office furniture and a whole-body scanner for the new jail*

**Ambulance/Emergency Medical Services**

101 – 34730 – 05	Assigned for Public Health and Welfare	\$5,000.00
101 – 55130 – 599 – 01	Other Charges	\$5,000.00

*Transfer reserved funds from the State of Tennessee MCO (Managed Care Organization) Supplements Reserve to purchase 7 ballistic vests to replace expired ones*

**Register of Deeds**

101 – 34610 – 01	Committed for General Government	\$29,251.96
101 – 51600 – 337	Maintenance and Repair Services - Office Equipment	\$29,251.96

*Transfer funds from Register of Deeds Data Processing Reserve to upgrade the office's server and software on the recommendation of the state's IT auditor*

**NOTE: Other amendments**

**Sheriff's Department**

101 – 47590	Other Federal through State	\$10,364.20
101 – 54110 – 187	Overtime Pay	\$8,025.00
101 – 54110 – 355	Travel	\$2,339.20

*Transfer funds received from the Tennessee Highway Safety Office (THSO) Network Coordinator Grant to reimburse for overtime and travel*

**Sheriff's Department**

101 – 47590 Other Federal through State \$26,625.00  
101 – 54110 – 187 Overtime Pay \$26,625.00

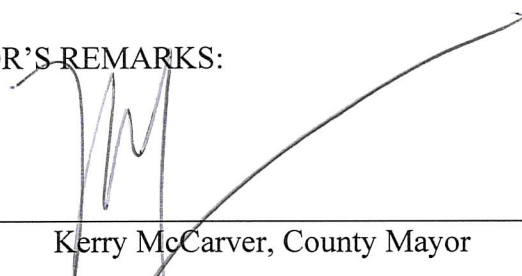
*Transfer funds received from Tennessee Highway Safety Office (THSO) Driving Under Influence Grant to expenditure line to cover payroll for county road blocks*

*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent  
Funding Source: Various*

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CHEATHAM COUNTY MAYOR'S REMARKS:



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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 22<sup>nd</sup> day of November 2024.



---

Abby Short, County Clerk

RESOLUTION: 7

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

DATE: November 18, 2024

MOTION BY: Mr. James Hedgepath

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

---

**Administration**

131 – 62000 – 399	Other Contracted Services	\$1,258.91
131 – 61000 – 719	Office Equipment	\$1,258.91

*Transfer unused budgeted funds to purchase office equipment*

---

**Highway and Bridge Maintenance**

131 – 34550	Restricted for Highways/Public Works	\$145,000.00
131 – 62000 – 399	Other Contracted Services	\$145,000.00

*Transfer funds from Highway fund balance for paving*

---

**Capital Outlay**

131 – 34550	Restricted for Highways/Public Works	\$105,000.00
131 – 68000 – 799	Other Capital Outlay	\$105,000.00

*Transfer funds from Highway fund balance to build an equipment shed. This estimated cost includes a metal building, electricity, and fencing.*


---

*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Various*

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

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 22<sup>nd</sup> day of November 2024.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 8

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Other Capital Projects – Vehicles Fund

DATE: November 18, 2024

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Other Capital Projects – Vehicles Fund:

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**Other General Government Projects**

178 – 49700	Insurance Recovery	\$30,803.92
178 – 91190 – 718 -01	Motor Vehicles	\$30,803.92

*Transfer Insurance Recovery proceeds from patrol vehicle claims to offset the cost of a replacement patrol vehicle that was totaled*

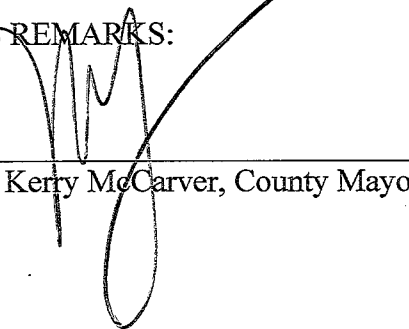
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*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Insurance Recovery*

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CHEATHAM COUNTY MAYOR'S REMARKS:



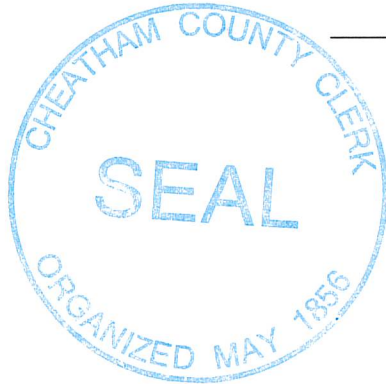

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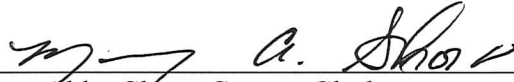
Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 9

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

DATE: November 18, 2024

MOTION BY: Mr. Mike Breedlove

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund:

---

**Support Services - Regular Instruction Program**

141 – 46590	Other State Education Funds	\$32,938.00
141 – 72210 – 524	In Service/Staff Development	\$32,938.00

*Transfer funds received from a State Offset Grant to the expenditure line it will be expended from*

---

**Education - Regular Instruction Program**

141 – 39000	Unassigned	\$840,000.00
141 – 71100 – 188	Bonus Payments	\$840,000.00

*Transfer Funds from General Purpose School Fund Balance to give bonuses for employees in the General Purpose School Fund and School Federal Projects Fund (\$1,000 for full-time and \$500 for part-time)*

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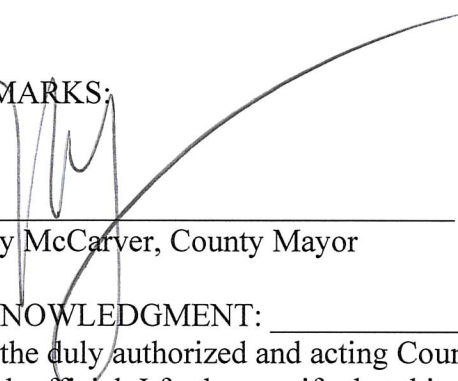
*School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Various*

RECORD: Approved by roll call vote 9 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	Abstain	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
Bill Powers	Absent		




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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 10

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

DATE: November 18, 2024

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 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:

---

**Operation of Non-Instructional Services - Community Services**

146 – 34755 Assigned for Education \$40,000.00

146 – 73300 – 188 Bonus Payments \$40,000.00

*Transfer Funds from Extended School Program Fund Balance to give bonuses for employees in the Extended School Program Fund (\$1,000 for full-time and \$500 for part-time)*

---

*School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent*

*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*

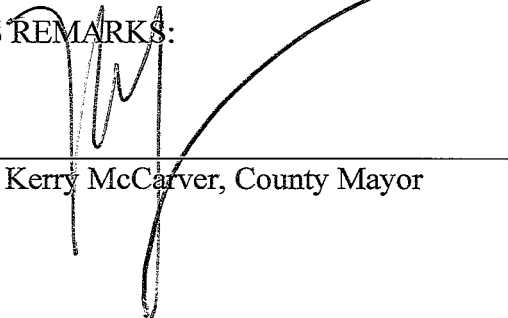
*Funding Source: Extended School Program Fund Balance*

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RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CHEATHAM COUNTY MAYOR'S REMARKS:




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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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 11

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Central Cafeteria Fund

DATE: November 18, 2024

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Central Cafeteria Fund:

---

**Operation of Non-Instructional Services - Food Service**

143 – 34570	Restricted for Operation of Non-instructional Services	\$65,000.00
143 – 73100 – 188	Bonus Payments	\$65,000.00

*Transfer Funds from Central Cafeteria Fund Balance to give bonuses for employees in the Central Cafeteria Fund (\$1,000 for full-time and \$500 for part-time)*

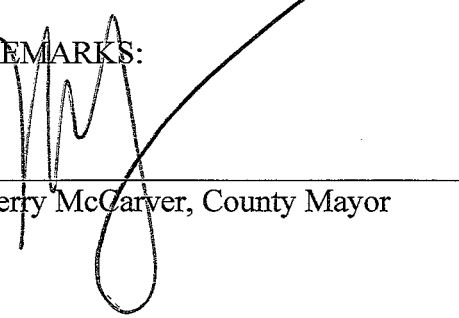
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*School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent*  
*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent*  
*Funding Source: Central Cafeteria Fund Balance*

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CHEATHAM COUNTY MAYOR'S REMARKS:





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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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 12

RESOLUTION TITLE: To Authorize The Following Surplus Items For Other Capital Projects – Vehicle Fund

DATE: November 18, 2024

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be donated:

**Department: EMA**

Year / Make / Model: 1999 Ford F-350 XLT Super Duty (brush truck)  
 VIN: 1FDWF37FOYEB18919  
 Mileage: 290,095

*The county took ownership of the truck when the Two River Fire Department closed. The vehicle has not been used in several years. EMA is requesting to surplus the vehicle and donate it to the Harpeth Ridge Fire Department. Harpeth Ridge Fire Department covers our county in the old 8th district and an area on Highway 49 into our county at the Harpeth River.*

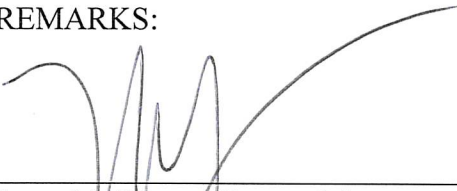
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*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent  
 Funding Source: None*

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

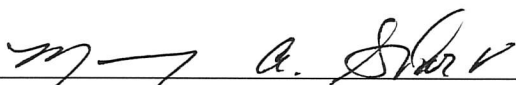
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 13

RESOLUTION TITLE: To Authorize An Interfund Capital Outlay Note For West Cheatham Elementary School Athletic Field Lighting Not To Exceed \$185,000.00

DATE: November 18, 2024

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

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of the Cheatham County Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue interfund capital outlay notes in order to provide funds for the following public works project: West Cheatham Elementary School Athletic Field Lighting (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing interfund capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

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

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed One Hundred Eighty-Five Thousand Dollars (\$185,000.00) (the "Notes"). The Notes shall be designated "West Cheatham Elementary School Athletic Field Lighting" Interfund Capital Outlay Notes, Series 2024"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed zero per cent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.



**Section 2.** The Notes shall mature not later than three (3) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 25 years.

**Section 3.** The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.

**Section 4.** The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

**Section 5.** The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

**Section 6.** The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15)

days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

**Section 7.** The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

**Section 8.** The Notes shall be issued as an interfund loan from the Education Debt Service Fund to the Education Capital Projects Fund, as authorized in T.C.A. § 9-21-408.


**Section 9.** The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

**Section 10.** The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.


**Section 11.** After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.

**Section 12.** All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 18th day of November, 2024.

  
\_\_\_\_\_  
(Local Government Chief Executive)

ATTESTED:

  
\_\_\_\_\_  
(Recording Officer)



Attachment 1  
CAPITAL OUTLAY NOTE FORM

Registered Note No. \_\_\_\_\_

Registered \$ \_\_\_\_\_

\_\_\_\_\_  
*(Name of Local Government)*

of the State of Tennessee

Capital Outlay Notes, Series 20\_\_

DATED: \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_

MATURITY DATE: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Sum: \_\_\_\_\_

\_\_\_\_\_, Tennessee (the Local Government) hereby

Principal Sum:

\_\_\_\_\_, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on \_\_\_\_\_ and thereafter on \_\_\_\_\_ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the \_\_\_\_\_ Local Government. Both principal of and interest on this note are payable at the office of the Of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of \_\_\_\_\_% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]

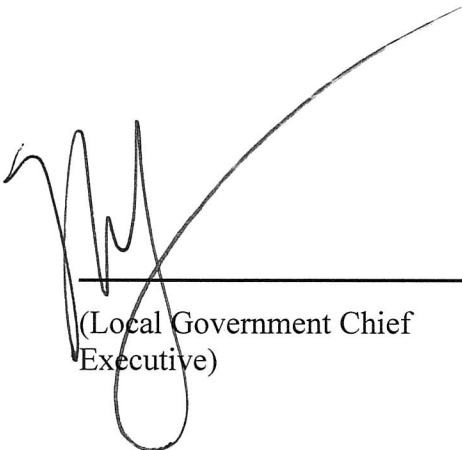
This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.


Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of 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 note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the \_\_\_\_\_ and attested by the signature of the \_\_\_\_\_ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the \_\_\_\_\_ day of 20\_\_\_\_\_.

  
\_\_\_\_\_  
(Local Government Chief Executive)

ATTESTED:

  
\_\_\_\_\_  
(Recording Officer)



ASSIGNMENT

Note No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Name and Address of assignee)

\_\_\_\_\_  
(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints \_\_\_\_\_  
\_\_\_\_\_ attorney-in-fact, to transfer the same on the note register in the office of the \_\_\_\_\_  
\_\_\_\_\_ or the agent of the Local Government with full power of  
substitution in the premises.

Date: \_\_\_\_\_

Assignor: \_\_\_\_\_

Address: \_\_\_\_\_

*School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent*

*Budget Vote (11/12/2024): No recommendation was made by the Budget Committee*

*Funding Source: Note Proceeds / Education Debt Service*

\*Approval of this note also provides approval of the following Budget Amendments:

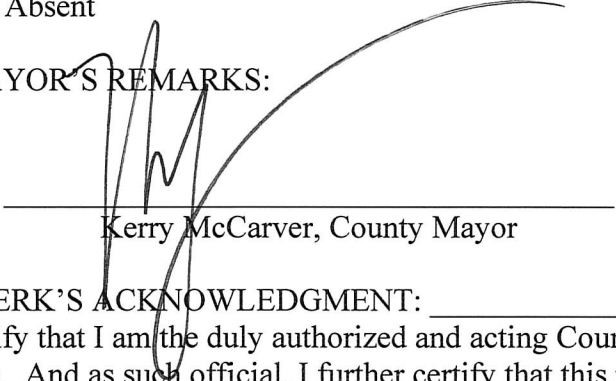
**Education Capital Projects**

177 – 49800	Transfers In	\$185,000.00
177 – 91300 – 799	Other Capital Outlay	\$185,000.00

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		


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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 14

RESOLUTION TITLE: To Authorize An Interfund Capital Outlay Note For Seven School Buses Not To Exceed \$1,054,534.00

DATE: November 18, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of the Cheatham County Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue interfund capital outlay notes in order to provide funds for the following public works project: Seven (7) School Buses (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing interfund capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

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

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed One Million Fifty-Four Thousand Five Hundred Thirty-Four Dollars (\$1,054,534.00) (the "Notes"). The Notes shall be designated "Seven (7) School Buses" Interfund Capital Outlay Notes, Series 2024"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed zero per cent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.



**Section 2.** The Notes shall mature not later than three (3) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 7 years.

**Section 3.** The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.

**Section 4.** The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

**Section 5.** The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

**Section 6.** The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15)

days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

**Section 7.** The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

**Section 8.** The Notes shall be issued as an interfund loan from the Education Debt Service Fund to the Education Capital Projects Fund, as authorized in T.C.A. § 9-21-408.

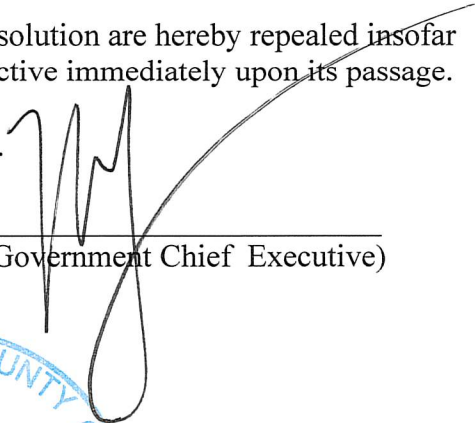
**Section 9.** The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller’s Designee’s written approval for the sale of the Notes.

**Section 10.** The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.

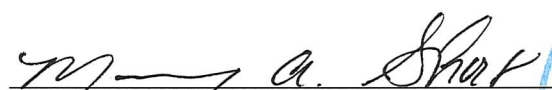
**Section 11.** After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller’s designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller’s designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller’s Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the “Statutes”). If the Comptroller of the Treasury or Comptroller’s designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller’s designee.

**Section 12.** All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 18th day of November, 2024.

  
\_\_\_\_\_  
(Local Government Chief Executive)

ATTESTED:

  
\_\_\_\_\_  
(Recording Officer)



Attachment 1  
CAPITAL OUTLAY NOTE FORM

Registered Note No. \_\_\_\_\_

Registered \$ \_\_\_\_\_

---

*(Name of Local Government)*

of the State of Tennessee

Capital Outlay Notes, Series 20\_\_

DATED: \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_

MATURITY DATE: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Sum: \_\_\_\_\_

\_\_\_\_\_, Tennessee (the Local Government) hereby

Principal Sum:

\_\_\_\_\_, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on \_\_\_\_\_ and thereafter on \_\_\_\_\_ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the \_\_\_\_\_ Local Government. Both principal of and interest on this note are payable at the office of the Of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of \_\_\_\_\_% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_(the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of 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 note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the \_\_\_\_\_ and attested by the signature of the \_\_\_\_\_ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the \_\_\_\_\_ day of 20\_\_\_\_\_.

ASSIGNMENT

Note No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Name and Address of assignee)

\_\_\_\_\_  
(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints \_\_\_\_\_  
\_\_\_\_\_ attorney-in-fact, to transfer the same on the note register in the office of the \_\_\_\_\_  
\_\_\_\_\_ or the agent of the Local Government with full power of  
substitution in the premises.

Date: \_\_\_\_\_

Assignor: \_\_\_\_\_

Address: \_\_\_\_\_

School Board Vote (11/07/2024): 6 Yes 0 No 0 Absent  
\*Budget Vote (11/12/2024): 5 Yes 0 No 0 Absent  
Funding Source: Note Proceeds / Education Debt Service

\*NOTE: The Budget Committee requested that \$140,000.00 of the \$175,000.00 expected rebate for buses be deposited/receipted back to the Education Debt Fund (Fund 156) once received

\*Approval of this note also provides approval of the following Budget Amendments:

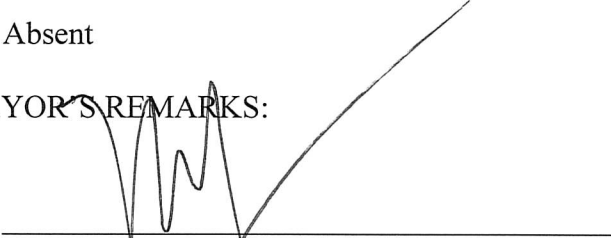
**Education Capital Projects**

177 – 49800	Transfers In	\$1,054,534.00
177 – 91300 – 799	Other Capital Outlay	\$1,054,534.0

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

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 22<sup>nd</sup> day of November 2024.



  
Abby Short, County Clerk

RESOLUTION: 15  
RESOLUTION TITLE: To Not Offer Bid On 1015 Mt. Pleasant Rd. During Tax Sale  
DATE: November 18, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. B.J. Hudspeth


COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of February 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to not offer a bid on 1015 Mt. Pleasant Rd. during tax sale due to property maintenance violations is approved.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

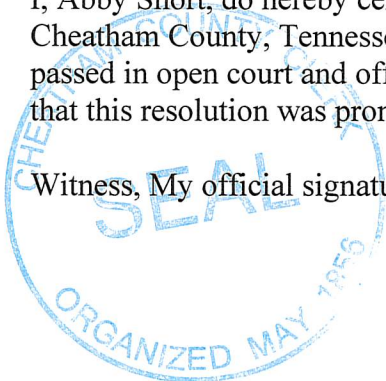
CHEATHAM COUNTY MAYOR'S REMARKS:


  
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 22<sup>nd</sup> day of November 2024.



  
Abby Short, County Clerk

RESOLUTION: 16 (A)  
RESOLUTION TITLE: To Approve Mayor's Signature On New EMS Medical Director Agreement  
DATE: November 18, 2024  
MOTION BY: Mr. Mike Breedlove  
SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

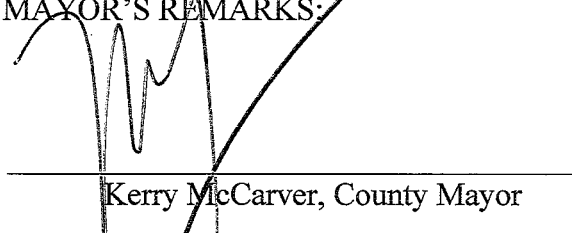
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the new EMS Medical Director agreement is approved.

*A copy of the agreement is attached.*

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



## **AGREEMENT**

This agreement made this November 28th day of, 2024, by and between Cheatham County EMS hereinafter called Cheatham County EMS, and Amanda Derington, M.D. hereinafter called the "Contractor".

### **ARTICLE 1**

#### **BASIC AGREEMENTS**

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

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

(B) Review reports and run sheets for incidents;

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

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

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

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

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

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

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

1.2 TERM. This Agreement shall commence on November 28th, 2024 and terminate on November 27, 2027.

1.3 COMPENSATION. For the satisfactory performance of the duties enumerated above, Cheatham County EMS shall pay Contractor the sum of Nine Thousand Three Hundred Ninety-Nine Dollars and Ninety-Six Cents (\$9,399.96) per year; said amount shall be paid in twelve (12) equal monthly payments of Seven Hundred Eighty Three Dollars and Eighty Three Cents (\$783.33)

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

## **ARTICLE 2**

### **HOLD HARMLESS AND INDEMNIFICATION**

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

The Contractor shall defend, indemnify and hold Cheatham County EMS, its agents and

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

### **ARTICLE 3**

#### **INSURANCE**

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

### **ARTICLE 4**

#### **TERMINATION**

Either party may terminate this Agreement prior to the end of the term, with or without cause, upon providing written notice to the other party not less than sixty (60) days prior to the effective date of such termination. Neither party shall be entitled to any damages, claims, causes of action, judgment or demands due to the early termination of this contract.

Either party may terminate this contract upon not less than seven (7) days' notice to the other party in the event of a material breach of this contract which is not cured within such notice period.

## ARTICLE 5

### NON-DISCRIMINATION

The Contractor:

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

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

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

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

## ARTICLE 6

### ETHICAL STANDARDS

(1) Contractor shall not participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to Contractor's knowledge there is a financial interest possessed by:

(i) The contractor or the contractor's immediate family;

(ii) A business other than a public agency in which the contractor or a member of the contractor's immediate family serves as an officer, director, trustee, partner

or employee; or

(iii) Any other person or business with whom the director or a member of contractor's immediate family is negotiating or has an arrangement concerning prospective employment.

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

(i) An official action taken, or to be taken, or which could be taken by Contractor and/or such person or entity;

(ii) A legal duty performed, or to be performed, or which could be performed by Contractor and/or such person or entity; or

(iii) A legal duty violated, or to be violated, or which could be violated by Contractor and/or such person or entity.

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

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

## ARTICLE 7

### RENEWAL OF AGREEMENT

This agreement shall automatically renew for additional terms of one (1) year each unless not less than ninety (90) days from the date of expiration of this agreement either party gives notice in writing to the other that such party will not renew this agreement.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

8.7. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect

the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement, at any time.

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

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

8.10. Notices. All notices of either party to terminate this agreement shall be given in writing and sent by registered mail or email, addressed to the other party as herein provided.

Notice to Cheatham County EMS shall be given at the following address: 3455 Bell Street, Ashland City, TN 37015; notice to the Contractor shall be given at 2339 Daniels Road, Greenbrier, Tennessee 37073.

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

CHEATHAM COUNTY

CONTRACTOR

\_\_\_\_\_  
County Mayor

Amanda Derington  
Amanda Derington

CHEATHAM COUNTY EMS

BGA  
Director



RESOLUTION: 16 (B)

RESOLUTION TITLE: To Approve Mayor’s Signature On Memorandum Of Understanding Between County Mayor And County Commission To Fully Obligate Grant Funding Prior To End Of The Year Deadline

DATE: November 18, 2024

MOTION BY: Mr. Mike Breedlove

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

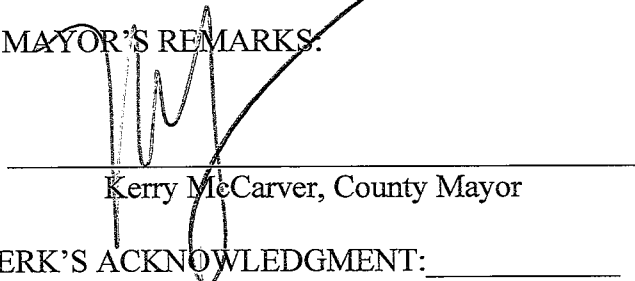
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor’s signature on Memorandum of Understanding between County Mayor and County Commission to fully obligate grant funding prior to end of the year is approved.

*A copy of the memorandum is attached.*

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CHEATHAM COUNTY MAYOR’S REMARKS:

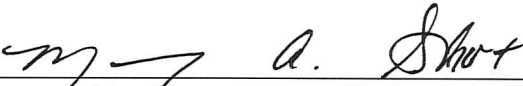


Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Cheatham County Commission and**  
**Cheatham County Mayor**

This Memorandum of Understanding ("MOU") is entered into by and between Cheatham County Commission ("Commission") and the Cheatham County Mayor ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Commission, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, the Mayor is tasked with overseeing the day to day operations of Cheatham County ("County"); and

**WHEREAS**, the Commission must approve the County's budget, and the County Mayor executes the County's expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

**I. Purpose**

The purpose of this MOU is to memorialize an agreement to obligate the County's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between County and the Tennessee Department of Health ("TDH"), TDH Agreement No. (34360-90423) set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current and future modifications thereto ("TDH Subaward Agreement").

**II. Conditions and Scope**

The Commission agrees to provide, and the County Mayor agrees to expend, Funds to perform the scope of work for the project as set forth in Attachment A, specifically in the "Scope of Work" and "Project" portions of Section A of the TDH Subaward Agreement.

III. Amount

The Commission agrees to provide and obligate the Funds in an amount not to exceed the funds set forth in Attachment 1 of the TDH Subaward Agreement and the County Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Commission agrees to provide the County Mayor the Funds in an amount not to exceed the allocation amount of \$127,700.00 as which is included in the amounts set forth in Attachment 1 of the TDH Subaward Agreement.
- b. The County Mayor shall expend the Funds in an amount not to exceed the amount set forth in Attachment 1 of the TDH Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project, as set forth in the TDH Subaward Agreement.
- c. The County Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the TDH Subaward Agreement.
- d. The County Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the TDH Subaward Agreement is submitted to TDH with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee.

Agreed to this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chair, County Commission

Agreed to this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Mayor

**ATTACHMENT "A"**

**(INSERT ORIGINAL EXECUTED TDH SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATONS)**

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
CHEATHAM COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Cheatham County Government, hereinafter referred to as the "Grantee," is for the provision of Local Health Department Capital Investment project, as further defined in the "SCOPE OF SERVICES."

Herein, the term Grantor refers to the State of Tennessee Department of Health acting as the subgrantor of State Fiscal Recovery Funds granted to the State of Tennessee by the United States Department of the Treasury.

The Grantee is a subgrantee of the State of Tennessee and may include a County within the State of Tennessee, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.

Grantee Place of Incorporation or Organization: Ashland City, TN

Grantee Edison Vendor ID # 0000000019

**A. Scope (Eligible Expenses)**

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in the Grant Contract.
- A.2. Projects include, but are not limited to, new facility construction and interior and exterior renovations of existing health department buildings.
- A.3. The Grantee agrees to utilize funds in accordance with the State approved plan for improvement as detailed in Attachment 1.
- A.4. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in D.8 a copy of the audit report and Notice of Audit Report Attachment.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. Attachments 8, 9, and 10.
  - c. the State grant proposal solicitation as may be amended, if any;

- d. the Grantee's proposal (Attachment Reference) incorporated to elaborate supplementary scope of services specifications.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

**B. Term**

- B.1. These Terms and Conditions shall be effective for a period beginning on January 13, 2023 ("Effective Date") and ending on June 30, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. Maximum Liability**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under the Grant Contract exceed Three Hundred Eighty-Three Thousand Two Hundred Dollars (\$383,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee under the Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of the Grant Contract, the Grantee shall submit all invoices and other required documentation electronically via GMS, or other web-based portal in a form of Attachment 4, prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Josh Gipson  
Andrew Johnson Tower, 7th Floor  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
Phone: 615-532-1957  
Cell: 615-864-4744  
Email: [Josh.Gipson@tn.gov](mailto:Josh.Gipson@tn.gov)

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).



- (5) Grantor: Department of Health, Division of Community Health Services.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of the Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period--- it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under the Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by the Grant Contract and shall be subject to the Grant Budget and any other provision of the Grant Contract relating to allowable reimbursements. Examples of required documentation as defined in 2 CFR §200 Subpart D can be found at Attachment 8.
- (2) An invoice under the Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under the Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) The Grantee must maintain all source documentation supporting the project costs (2 CFR §200.302). To facilitate closeout and audits, the Grantee should file all documentation pertaining to each project as the permanent record. The State and the Grantee must keep all financial and program documentation for five (5) years after the date of the Grantee's final expenditure report (2 CFR §200.334). Records are subject to audit by State auditors, US Treasury, US Office of Inspector General and the US Government Accountability Office (2 CFR §200.337).

C.6. Budget Line-items. Expenditures, reimbursements, and payments under the Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of the Grant Contract.

- a. Grantee and Grantee's contractors may be subject to the requirements of the Davis-Bacon Act when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Please refer to contract section E.9. and Attachment 9 for examples of required federal funding provisions including Davis-Bacon Act and Copeland Anti-Kickback Act as applicable.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 5).
- a. If total disbursements by the State pursuant to the Grant Contract exceed the amounts permitted by Section C of the Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under the Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to the Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Indirect costs are not eligible for re-imbusement under this contract agreement.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under the Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of the Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under the Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under the Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### D. Terms

- D.1. Required Approvals. The State is not bound by the Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of the Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. The Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate the Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any terms of the Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of the Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign the Grant Contract or enter into a subcontract for any of the services performed under the Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of the Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to the Grant Contract.

The Grantee acknowledges, understands, and agrees that the Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by the Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Josh Gipson  
Andrew Johnson Tower, 7th Floor  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
Phone: 615-532-1957  
Cell: 615-864-4744  
Email: [Josh.Gipson@tn.gov](mailto:Josh.Gipson@tn.gov)

The Grantee:

Kerry McCarver, County Mayor  
Cheatham County Government  
350 Frey Street, Ashland City, TN, 37015  
[kerry.mccarver@cheathamcountytn.gov](mailto:kerry.mccarver@cheathamcountytn.gov)

Telephone # (615) 792-4316  
FAX # N/A

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. The State's right to terminate the Grant Contract due to lack of funds is not a breach of the Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of the Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under the Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government

enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if the Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to the Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to the Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under the Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under the Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to the Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 6 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 6 shall complete Attachment 7. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within the Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance

with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State contact listed in D.8.

- D.20. Procurement. If other terms of the Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to the Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under the Grant Contract.

For purposes of the Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to the Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of the Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of the Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in the Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to the Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in the Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under the Grant Contract or otherwise. The State's total liability under the Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or



otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of the Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under the Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under the Grant Contract arising from a Force Majeure Event is not a default under the Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under the Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate the Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under the Grant Contract or charge the State any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of the Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to the Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. The Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under the Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of the Grant Contract.
- D.29. Governing Law. The Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under the Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. The Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the Grant Contract of the parties' agreement. The Grant Contract supersedes any and all prior understandings,

representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.31. Severability. If any Grant Contract of the Grant Contract are held to be invalid or unenforceable as a matter of law, the other Grant Contract hereof shall not be affected thereby and shall remain in full force and effect. To this end, the Grant Contract of the Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of the Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of the Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding the Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding the Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or omissions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all

necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of the Grant Contract.

#### E. Special Terms and Conditions

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which the Grant Contract is established.
  - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
  - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate the Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

**E.3. Access to Records.**

- a. The Grantee agrees to provide the State, the United States Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to the Grant Contract for purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Grantee agrees to provide the United States Department of the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the Grant Contract.
- d. In Compliance with the Disaster Recovery Act of 2018, the State and the Grantee acknowledge and agree that no language in the Grant Contract is intended to prohibit the audits or internal reviews by the United States Department of the Treasury or the Comptroller General of the United States.

**E.4. No Obligation by Federal Government.** The Federal Government is not a party to the Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.

- E.5. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to the Grant Contract.
- E.6. Equal Employment Opportunity. During the performance of the Grant Contract, the Grantee agrees as follows:
- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
  - d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of the Grant Contract or with any of such rules, regulations, or orders, the Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- E.7. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to the Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to the Grant Contract.
- E.9. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

Certification by Grantee

hereby certify that the Grantee will comply with the above terms and conditions.

**CHEATHAM COUNTY GOVERNMENT:**

GRANTEE SIGNATURE

DATE

KERRY MCCARVER, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

3/21/23

**DEPARTMENT OF HEALTH:**

Ralph Alvarado, MD, FACP/JW

Ralph Alvarado, MD, FACP/JW (Mar 24, 2023 08:44 CDT)

3/24/23

RALPH ALVARADO, MD, FACP, COMMISSIONER

DATE

**Attachments:**

- Attachment 1: State Approved Plan for Improvement
- Attachment 2: FAIW
- Attachment 3: Budget
- Attachment 4: Invoice Template
- Attachment 5: Disbursement and Reconciliation
- Attachment 6: Notice of Audit Report
- Attachment 7: Parent Child Information
- Attachment 8: Documentation to Support Costs Claimed
- Attachment 9: Federal funding provisions for contractors
- Attachment 10: US Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions





**CHEATHAM  
COUNTY**

*A great place  
to raise a family*

County Mayor

**Kerry R. McCarver**

kerry.mccarver@cheathamcountyttn.gov

Phone: (615) 792-4316

Fax: (615) 792-2001

February 1, 2023

Sanjana Stamm  
Tennessee Department of Health  
Mid-Cumberland Regional Office  
710 Hart Lane  
Nashville, TN 37243

Ms. Stamm,

Please accept this letter as a request for ARP funding to renovate the Cheatham County Health Department. Cheatham County is designated to receive \$383,200.00 in ARP funding for facilities improvement. This grant contract is designated at \$510,900.00 with Grantee participation of \$127,700.00. Cheatham County is dedicated to following all policies and procedures set forth by the State of TN with the contracting agency facilitating.

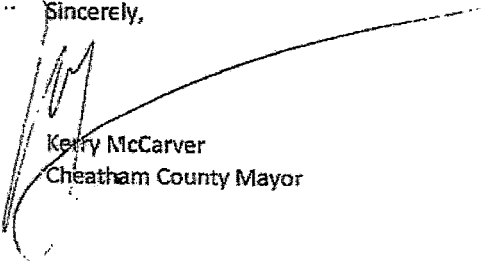
The following plans are in place for improvements/construction:

A renovated front clerical area, renovated clinic rooms, updated, work areas, updated break room, new flooring, electronic sign, repair roof.

We appreciate the opportunity to receive these funds as this will allow Cheatham County Health Department to provide care for our patients by protecting, promoting, and improving the health and prosperity of the people of Cheatham County and surrounding counties.

If you need any further information, please feel free to call me.

Sincerely,

  
Kerry McCarver  
Cheatham County Mayor

Cc: Josh Gipson  
Regional & Local Health Facilities Specialist  
Community Health Service

**ATTACHMENT 2****Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	CHEATHAM, COUNTY OF
Subrecipient's Unique Entity Identifier (SAM)	M288TN5Z8LR3
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	N/A
Subaward Period of Performance Start and End Date	March 3, 2021 – December 31, 2026
Subaward Budget Period Start and End Date	March 3, 2021 – December 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	N/A - No NOA
Grant contract's begin date	January 13, 2023
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	\$383,200.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Local Health Department Capital Investment Program – IT requests including phone system upgrades and electronic signage and statewide needs.
Name of federal awarding agency	US Treasury
Name and contact information for the federal awarding official	Katharine Richards, Director, Coronavirus State and Local Fiscal Recovery Funds, Office of Recovery Programs, Department of the Treasury, (844) 529-9527
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Josh Gipson, <a href="mailto:Josh.Gipson@tn.gov">Josh.Gipson@tn.gov</a> 615.864.4744
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	5 Percent (5%)

**ATTACHMENT 3**  
**GRANT BUDGET**  
**(BUDGET PAGE 1)**

<b>CHEATHAM COUNTY GOVERNMENT</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 13, 2023, and ending June 30 2026.</b>				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$383,200.00	\$127,700.00	\$510,900.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$383,200.00</b>	<b>\$127,700.00</b>	<b>\$510,900.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at [https://www.nc.gov/content/dam/tn/finance/documents/fa\\_policies/policy3.pdf](https://www.nc.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf)).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

ATTACHMENT 3 (continued) GRANT

BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES						AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		x		x	+	(Longevity, if applicable)	\$0.00
ROUNDED TOTAL						\$0.00	

PROFESSIONAL FEE/ GRANT & AWARD		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

TRAVEL/ CONFERENCES & MEETINGS		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

INTEREST		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

DEPRECIATION		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

OTHER NON-PERSONNEL		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

CAPITAL PURCHASE		AMOUNT
IT REQUESTS INCLUDING ELECTRONIC SIGNAGE		\$ 45,500.00
STATEWIDE NEEDS		\$ 450,000.00
IT REQUESTS INCLUDING PHONE SYSTEM UPGRADES		\$ 15,400.00
ROUNDED TOTAL		\$ 510,900.00



### Invoice Reimbursement Form

**Section 1: Contract Information (to be completed by TDH Accounts)**

PO #	PO Line #	Receipt#	Agency Invoice #
_____	_____	_____	_____
Edison Contract #	Edison Vendor #	Edison Address Line #	AP Attachment (check if yes)
_____	_____	_____	<input type="checkbox"/>

**Section 2: Invoice Information (to be completed by Contractor/Grantee)**

Contract Invoice #	Invoice Date	Service Start Date	Service End Date
_____	_____	_____	_____
Contract Start Date	Contract End Date		
_____	_____		
Contact Person Name	Phone #		
_____	_____		

**Remit Payment to:**

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
<b>TOTAL</b>			

**Section 3: Payment Information (to be completed by TDH Program)**

Service Type (Select One):  Medical Services  Non-Medical Services

Speedchart	User Code	Project ID	Amount (\$)

**Section 4: Authorized Signatures**

**Contractor/Grantee Authorization**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

**TDH Program Authorization**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

**TDH Accounts Authorization**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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



**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**  
**SCHEDULE A**  
**EXPENSE BY OBJECT LINE-ITEMS**

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

**THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER**

**Line 1 Salaries And Wages**

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

**Line 2 Employee Benefits & Payroll Taxes**

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

**Line 5 Supplies**

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

**Line 6 Telephone**

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.



**Line 7 Postage And Shipping**

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

**Line 8 Occupancy**

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

**Line 9 Equipment Rental And Maintenance**

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

**Line 10 Printing And Publications**

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

**Line 11 Travel**

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

**Line 12 Conferences And Meetings**

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

**Line 13 Interest**

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

**Line 14 Insurance**

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

**Line 15 Grants And Awards**

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

**Line 16 Specific Assistance to Individuals**

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

**Line 17 Depreciation**

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

**Line 18 Other Non-personnel Expenses**

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.

Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

**Line 23 Total Direct And Administrative Expenses**

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

**Line 24 In-Kind Expenses**

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

**Line 25 Total Expenses**

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

**PROGRAM REVENUE REPORT (PRR)  
SCHEDULE B  
SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

**Reimbursable Program Funds****Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 32 Reimbursable State Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)**

Add lines 31 and 32.

**Matching Revenue Funds****Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 35 Other State Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 36 Other Government Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may an attached detail listing and reconciliation schedule.

**Line 37 Cash Contributions (Non-government)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 38 In-Kind Contributions (Equals Schedule A, Line 24)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

**Line 40 Other Matching Revenue**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

**Line 43 Total Revenue**

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES  
AND REIMBURSABLE EXPENSES  
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

**Line 52 OTHER UNALLOWABLE EXPENSES:**

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

**Line 53 EXCESS ADMINISTRATION:**

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

**Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)**

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)  
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

Any advance payments for a grant should appear on this line.

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

### **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health  
Funding Information Summary

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE \_\_\_\_\_ FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_ REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule A Item #	EXPENSE BY OBJECT:	QUARTER TO DATE		YEAR TO DATE	
		QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				



Schedule B, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #	Contract Number	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
Grant Period	Program Name					
Service Name						

Schedule B Item #	SOURCES OF REVENUE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds					
31	Reimbursable Federal Program Funds					
32	Reimbursable State Program Funds					
33	Total Reimbursable Program Funds (equals line 55)					
	Matching Revenue Funds					
34	Other Federal Funds					
35	Other State Funds					
36	Other Government Funds					
37	Cash Contributions (non-government)					
38	In-Kind Contributions (equals line 24)					
39	Program Income					
40	Other Matching Revenue					
41	Total Matching Revenue Funds (lines 34 - 40)					
42	Other Program Funds					
43	Total Revenue (lines 33, 41, & 42)					
	Reconciliation Between Total and Reimbursable Expenses					
51	Total Expenses (line 25)					
52	Subtract Other Unallowable Expenses (contractual)					
53	Subtract Excess Administration Expenses (contractual)					
54	Subtract Matching Expenses (equals line 41)					
55	Reimbursable Expenses (line 51 less lines 52,53,54)					
56	Total Reimbursement To Date					
57	Difference (line 55 less line 56)					
58	Advances					
59	This reimbursement (line 57 less line 58)					

Schedule C - Final Page STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE FEDERAL ID #

CONTRACTING STATE AGENCY REPORT PERIOD

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT	TOTAL	TOTAL	GRAND TOTAL
		PROGRAM EXPENSES	NONGRANT/ UNALLOWABLE EXPENSES	ADMINISTRATIVE EXPENSES	
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

**ATTACHMENT 6**

**Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

- Cheatham County Government is subject to an audit for fiscal year 2023.
- Cheatham County Government is not subject to an audit for fiscal year 2023.

Grantee's Edison Vendor ID Number: 0000000019

Grantee's fiscal year end: June 30, 2023

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a. <input type="text"/>
b. Funds passed through any other entity	b. <input type="text"/>
Funds received directly from the federal government	<input type="text"/>
Nor -federal funds received directly from the State of Tennessee	<input type="text"/>

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

Parent Child Information

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000000019

Is Cheatham County Government a parent? Yes  No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Cheatham County Government a child? Yes  No

If yes, complete the fields below.

Parent entity's name:

Parent entity's tax identification number:

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person:

Address:

Phone number:

Email address:

Parent entity's Edison Vendor ID number, if applicable:

**Attachment 8 Documentation to Support Costs Claimed**

**The Applicant should submit the following to support costs claimed (not an all-inclusive list):**

**Applicant (Force Account) Labor and Prisoner Labor:**

For each individual:

- Name
- Job title and function
- Type of employee (i.e., full-time exempt, full-time non-exempt, part-time, temporary, prisoner, etc.)
- Days and hours worked
- Pay rate(s) and fringe benefit rate(s)
- Description of work performed with representative sample of daily logs / activity reports, if available
- Representative sample of timesheets
- Fringe benefit calculations
- Pay policy

**Applicant-Owned (Force Account) Equipment:**

For each piece of equipment:

- Type of equipment and attachments used, including year, make, and model  
Size/capacity (e.g., horsepower, wattage)
- Locations and days and hours used with usage logs
- Operator name
- Schedule of rates, including rate components

**Rented or Purchased Equipment:**

- Rental or lease agreements, invoices, receipts
- Days used

**Supplies from Stock:**

- Historical cost records
- Inventory records
- Type of supplies and quantities used, with support documentation such as daily logs

**Purchased Supplies:**

- Receipts or invoices

**Contracts:**

- Procurement policy
- Procurement and bid documents
- For procurements in excess of the simplified acquisition threshold, a cost/price analysis  
Contracts, change orders, and invoices
- Dates worked
- For time and materials (T&M) contracts, monitoring documentation

**In-Kind contributions (additional documentation may be required based on individual circumstance):**

**Equipment:**

- Same information listed under Applicant-Owned Equipment above
- Who donated each piece of equipment
- Supplies or materials:
  - Quantity donated
  - Donor
  - Location(s) used

**Cost Estimates:**

- Cost estimate for the agreed-upon item developed with unit costs
- Qualifications of the company or individual who prepared the cost estimate

**Cost reasonableness:**

- Documentation showing current market price for similar goods or services, such as:
  - Historical documentation;
  - Average costs in the area; or
  - Published unit costs from national cost estimating databases.
- Documentation supporting necessity of unique services or extraordinary level of effort
- Documentation supporting shortages, challenging procurement circumstances, and length of time shortages or procurement challenges existed, such as:
  - News stories
  - Supply chain vendor reports

**Other:**

- Documentation regarding cash donations or other funding received
- Cost comparisons and source documentation, if applicable

## Attachment 9: Federal Funding Provisions required for contractors performing work

### 1. REQUIRED FEDERAL AFFIRMATIVE STEPS.

A prime contractor, if subcontractors are used, must, at a minimum, take the following six "affirmative steps" to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible:

- (1) Solicitation Listing. The sub-grantee must place qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Soliciting. The sub-grantee must assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Breaking-up Requirements. The sub-grantee must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises. In applying this requirement, it is important to recognize that dividing up a large requirement into smaller parts so as to fall beneath the small acquisition threshold is prohibited, as would the opposite technique of bundling requirements so that it precludes small businesses, minority firms, and women's business enterprises from being a prime contractor. Notwithstanding, dividing a bona fide large requirement into smaller components to facilitate participation by small businesses would be acceptable.
- (4) Accommodating Delivery Schedules. The sub-grantee must establish delivery schedules, where the requirement permits, which encourage participation by small and minority
- (5) Using Federal Agencies. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Steps for Contractors. The City must require the prime contractor, if subcontracts are to be let, to take the five affirmative steps described above.

### 2. RECOVERED MATERIALS.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

### 3. EQUAL OPPORTUNITY CLAUSE.

Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government



contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT.

On any project upon which funding is provided by an agency of the United States Government, all regulations applicable thereto including, but not limited to, Title VI of the Civil Rights Act of 1964 (24 CFR, parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards

Provisions (HUD-4020.1); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours Standards Act, shall apply and the Bidder or CONTRACTOR shall conform thereto.

#### 5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.

(1) Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

#### 6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

As a condition for receipt of funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 10 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

#### 7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. N/A

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq., as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.

#### 8. SUSPENSION AND DEBARMENT.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, Sub-part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by sub-recipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City serving as recipient and named sub-recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management ([www.SAM.gov](http://www.SAM.gov)) as suspended or debarred, CANNOT be awarded a contract funded with Federal Assistance.

#### 9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Federal Form 2 hereto shall be filled out, authenticated as required, and must be submitted at the time of the scheduled bid opening. Failure to submit the required forms with the bid opening will make the bid non-responsive and will be cause for rejection.

OMB Approved No. 1505-0271  
Expiration Date: April 30, 2025

ATTACHMENT 10

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

---

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

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Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



RESOLUTION: 16 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On Contract With RJ Young For The Sheriff's Department

DATE: November 18, 2024

MOTION BY: Mr. Mike Breedlove

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

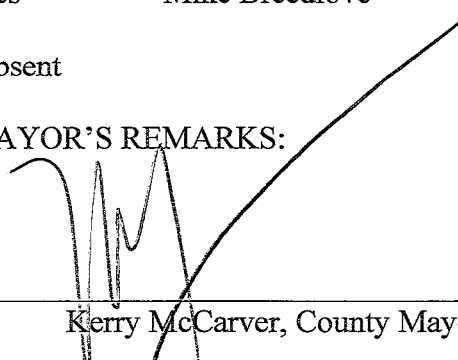
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on contract with RJ Young for the Sheriff's department is approved.

*A copy of the contract is attached.*

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CHEATHAM COUNTY MAYOR'S REMARKS:




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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 22<sup>nd</sup> day of November 2024.

*Abby Short*  
\_\_\_\_\_  
Abby Short, County Clerk



**K&J Young Company - Nashville**

P.O. Box 280358 Nashville, TN 37228

(615)255-8551

(800)347-1955

Order # JC8500

### Cost Per Copy Agreement

Customer Purchase Order

Sales Rep #

*Billing Location*

*Install Location*

Full Customer Name - Include Inc., Corp., LLC etc.  
CHEATHAM COUNTY SHERIFF'S DEPARTMENT

Customer Name  
CHEATHAM COUNTY SHERIFF'S DEPARTMENT

Department \_\_\_\_\_ County \_\_\_\_\_

Street Address  
264 S MAIN ST

Street Address  
264 S MAIN ST

City  
ASHLAND CITY

State TN Zip+4 37015

City  
ASHLAND CITY

State TN Zip+4 37015

Contact Name  
Tiffany Whitt

Phone # (615) 792-2041

Fax #

Motor Contact  
Tiffany Whitt

Phone # (615) 792-2041

Fax #

Email  
tiffany.whitt@cheathamcountytg.gov

Email  
tiffany.whitt@cheathamcountytg.gov

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option			
1	Ricoh		SR3310 Internal Finisher			
1	Ricoh		A5 Cabinet			
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option			
1	Ricoh		SR3310 Internal Finisher			
1	Ricoh		A5 Cabinet			

Trade-In/Buyout (Items to be picked up)					Total This Page
1	HP	AAA74487	MFP E78323DN E	CNB1NCY68B	Total From Add'l Equipment List
1	HP	AAA69233	MFP E78323DN E	CNB1NCY694	Sales Tax
Tax Exempt <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>Attach Exemption Certificate</small>					Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency			
	EO		\$529.31	Monthly	Monthly			
Monthly Minimum Number of B&W Copies	3000	Overage Rate per B&W Copy	0.008200	Monthly Minimum Number of Color Copies	3000	Overage Rate per Color Copy	0.052900	Agreement Includes: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Developer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input type="checkbox"/> New Account <input checked="" type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Used <input type="checkbox"/> MAM <input type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet		Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints		Overage Rate per Color Print		
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2		Overage Rate per Misc 2		

Remarks:

*Additional terms and conditions on page 2.*

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

DocuSigned by:  
 Sales Rep: *Back Weatherly* Date: 11/5/2024  
 Sales Manager: \_\_\_\_\_ Date: \_\_\_\_\_



This is a non-cancelable agreement

Order # JC8500

**2. RENTAL AGREEMENT.** You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE, NOTWITHSTANDING ANY ADJUSTMENT. YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$0.025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

**3. CONNECTION TO COMPUTERS/NETWORKS.** RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

**4. TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

**5. USE.** You shall use the Equipment in a careful and proper manner in compliance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

**6. INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

**7. ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

**8. LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 8, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

**9. TAXES AND FEES.** You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

**10. EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory, if the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

**11. RENEWAL.** Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

**12. YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement; (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

**13. YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

**14. DEFAULT.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

**15. REMEDIES.** In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

**16. NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

**17. MISCELLANEOUS.** This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

**18. JURISDICTION.** You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

**19. INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

**20.** Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

RESOLUTION: 17

RESOLUTION TITLE: A Resolution Supporting The Investment Of Dickson Electric Service In Essential Internet Infrastructure

DATE: November 18, 2024

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the universal availability of affordable high-speed internet access for all citizen has been identified as a local and national priority; and

WHEREAS, not all citizens of Cheatham County have quality affordable internet services; and

WHEREAS, community and municipal broadband networks provide an option for market competition, consumer choice, economic development, and universal affordable internet access; and

WHEREAS, historically local governments have ensured access to essential services by banding together to provide those services not adequately offered by the private sector at a reasonable and competitive cost; and

WHEREAS, local government leaders recognize that their economic health and survival depend on connecting their communities requiring both private and public investment to achieve this goal; and

WHEREAS, local governments and utilities are closest to the people and are the most responsive and accountable to the people.

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

1. Cheatham County supports and encourages the investment of Dickson Electric Service in essential internet infrastructure to provide internet service to the citizens of Cheatham County and surrounding communities.
2. This resolution shall take effect upon adoption, the public welfare requiring it.

RECORD: Approved by voice vote 1 Absent

David Anderson

Walter Weakley

Calton Blacker

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

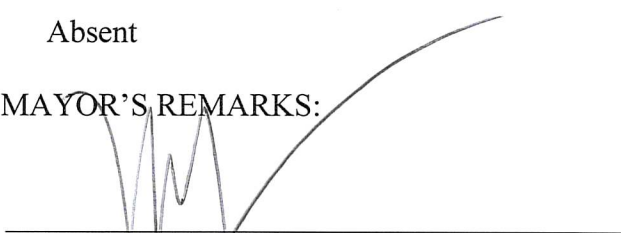
James Hedgepath

B.J. Hudspeth

Mike Breedlove

Bill Powers      Absent

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 22<sup>nd</sup> day of November 2024.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 18

RESOLUTION TITLE: Cheatham County Register Of Deeds Allowing Charge For E-Filing Fee

DATE: November 18, 2024

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 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Cheatham County is a rapidly growing county in Tennessee and the Cheatham County Register of Deeds must continue to meet the growing needs of the citizens of Cheatham County efficiently and effectively; and

WHEREAS, in order to efficiently and effectively record documents in a timely manner and to serve its customers, the Register of Deeds office offers customers the option to electronically file documents (hereinafter referred to as “e-file”); and

WHEREAS, offering the ability to e-file has come with increased costs associated with equipment, internet needs, updated computer programs, staffing, etc., necessary to maintain the transmittal of data; and

WHEREAS, T.C.A §8-21-1001(j) further provides that the Register of Deeds of any county may demand and receive for such Register’s services a two-dollar (\$2.00) e-file submission fee for each electronically filed document that is recorded over the internet through such Register’s county electronic filing portal; and

WHEREAS, T.C.A §8-21-1001(j) further provides that the Register of Deeds shall waive and exempt all electronic filing submission fees authorized pursuant to subdivision (j)(1) for official government documents filed by local, state, or federal government entities of the United States in the course of their official government business; and

WHEREAS, in order to offset the increased costs and maintain services and supplies, the Register of Deeds office is asking to charge and collect a two-dollar (\$2.00) e-file submission fee, in accordance with the provisions of T.C.A. §8-21-1001(j) effective January 1, 2025; and that said funds shall be for the use of the Register of Deeds office (reserve account); and

WHEREAS, the Cheatham County Register of Deeds has identified the need for the two-dollar (\$2.00) e-file fee and this e-file submission fee must be approved by a two-thirds (2/3) vote of the County Commission.

NOW, THEREFORE, BE IT RESOLVED by two-thirds (2/3) vote of the Cheatham County Board of Commissioners assembled in regular session on this the 18<sup>th</sup> day of November, 2024, the provisions of T.C.A. §8-21-1001(j) authorizing the Cheatham County Register of Deeds to demand and receive a two-dollar (\$2.00) electronic filing (e-file) submission fee for each electronically filed document which is recorded over the internet through the Cheatham County Register of Deeds electronic filing portal, are hereby approved and applicable to Cheatham County as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ with an effective date of January 1, 2025. This fee shall be in addition to other fees, taxes and charges levied in the Cheatham County Register of Deeds office and retained by the Register of Deeds office (reserve account).

BE IT FURTHER RESOLVED, that if any other notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

DULY PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
Cheatham County Chairman

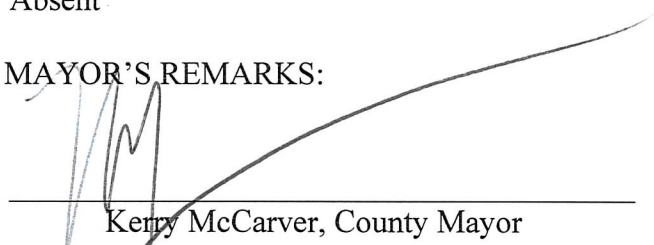
\_\_\_\_\_  
Kerry McCarver  
Cheatham County Mayor



RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CHEATHAM COUNTY MAYOR'S REMARKS:



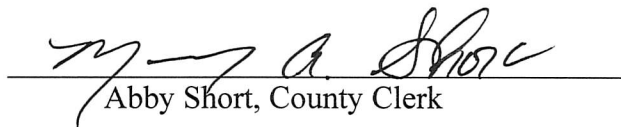

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Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.


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Abby Short, County Clerk

RESOLUTION: 19  
RESOLUTION TITLE: To Approve The Waterproofing Of The Courthouse  
DATE: November 18, 2024  
MOTION BY: Mr. Calton Blacker  
SECONDED BY: Mr. Walter Weakley

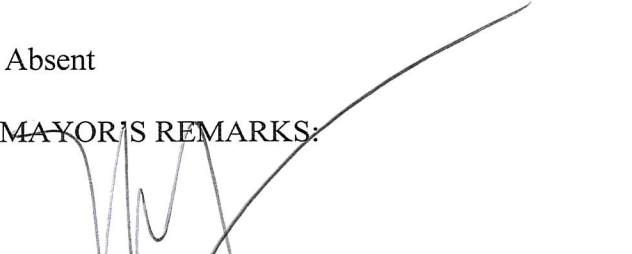
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to repair leaks in the Courthouse and NES waterproofing in the amount of \$10,000.00 is approved.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

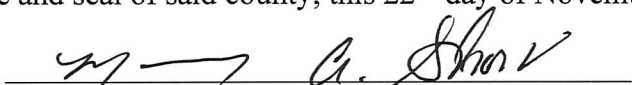
CHEATHAM COUNTY MAYOR'S REMARKS:

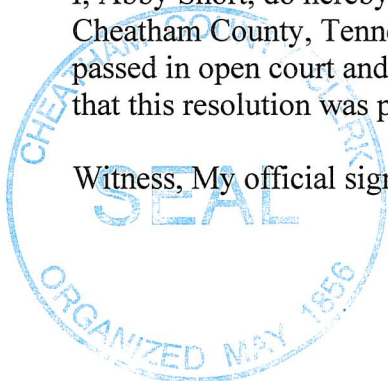
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 20  
RESOLUTION TITLE: To Approve Livestreaming Commission Meetings  
DATE: November 18, 2024  
MOTION BY: Mr. Calton Blacker  
SECONDED BY: Mr. B.J. Hudspeth

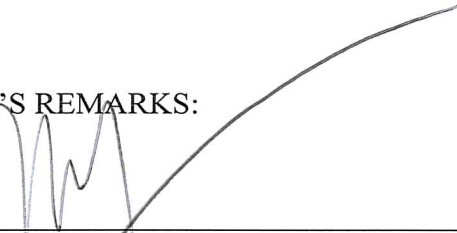
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the purchase of laptops, installation of equipment by BIS Digital, cameras and training for livestreaming all Commission meetings in the amount of \$19,765.71.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent

David Anderson	Yes	Walter Weakley	Yes
Calton Blacker	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
Bill Powers	Absent		

CHEATHAM COUNTY MAYOR'S REMARKS:

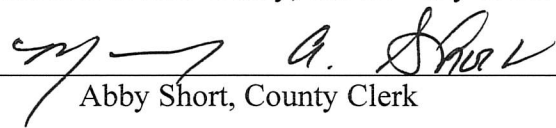
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

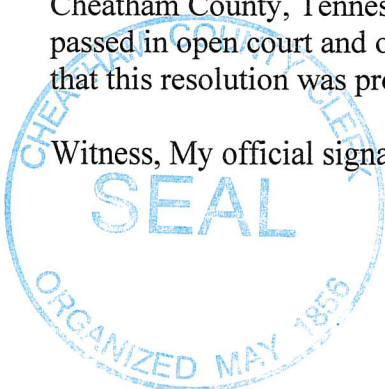
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

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 22<sup>nd</sup> day of November 2024.

SEAL

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 21  
RESOLUTION TITLE: Resolution Of Appreciation And Recognition Of Kathryn Mitchem  
DATE: November 18, 2024  
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 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, in 1962 Kathryn Mitchem left her Iowa home joining the young adult mission program and continued for 41 years as a church and community worker with the United Methodist General Board of Global Ministries; and

WHEREAS, Kathryn worked with Methodist Churches in Georgia, Oklahoma, North Carolina, and Tennessee; and completed three years of seminary at Duke University and commissioned as a United Methodist Deaconess; and

WHEREAS, she served as church and community professor as well as department head at United Methodist Scarritt Graduate School in Nashville for fourteen years; and

WHEREAS, Kathryn was a nationwide interpreter and resource developer for the Church and Community Ministry for 15 years; and

WHEREAS, she was an active volunteer with General Board of Global Ministries, Women's Division Deconess-Home Missioner Office, Edgehill United Methodist Church, Penuel Ridge Retreat Center, and Safe Haven of Cheatham County; and

WHEREAS, she was one of the founding members in 1984 of Penuel Ridge Retreat Center on Sams Creek Road as well as Safe Haven Cheatham County; and

WHEREAS, Kathryn has been an invaluable asset to the Penuel Ridge Retreat Center over the last forty years and welcomed over 50,000 people to the facility as well as the Sams Creek community and Cheatham County; and

WHEREAS, she contributed time and talent in a number of leadership roles, including volunteer "staff" and even chose to purchase a home near Penuel Ridge. She always led by extraordinary life of service with other non-profits, civic and community-based organizations in Cheatham and Davidson Counties and at the national level; and

WHEREAS, Kathryn was unanimously approved as Penuel Ridge Center's first ever Director Emeritus by the Board of Directors.

THEREFORE, BE IT RESOLVED by the Cheatham County Legislative Body and Mayor on this 18th Day of November, 2024, in the General Sessions Courtroom at the Cheatham County Courthouse to recognize in appreciation for the work, dedication and the tremendous positive impact on Cheatham County by Kathryn Mitchem. The county is blessed to have had the support and spirit of this amazing, giving, trailblazing individual.

\_\_\_\_\_  
Tim Williamson, Commission Chairman

  
\_\_\_\_\_  
Kerry R. McCarver, Cheatham County Mayor

RECORD: Approved by voice vote 1 Absent

David Anderson

Walter Weakley

Calton Blacker

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore


James Hedgepath

B.J. Hudspeth

Mike Breedlove

Bill Powers      Absent

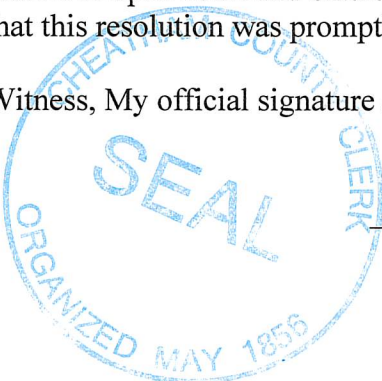
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
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 22<sup>nd</sup> day of November 2024.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 22  
RESOLUTION TITLE: Recess At 7:33 P.M.  
DATE: November 18, 2024  
MOTION BY: Ms. Diana Lovell  
SECONDED BY: Mr. Walter Weakley

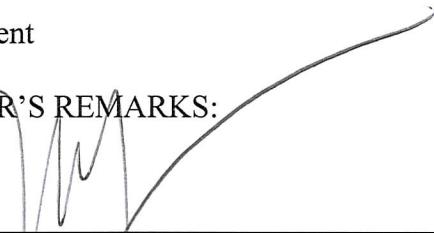
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to recess at 7:33 PM to enter into an Executive Session regarding the Hope Center Ministries.

RECORD: Approved by voice vote 1 Absent

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

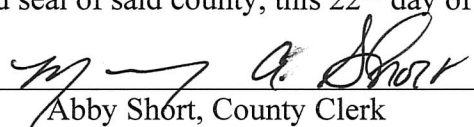
CHEATHAM COUNTY MAYOR'S REMARKS:

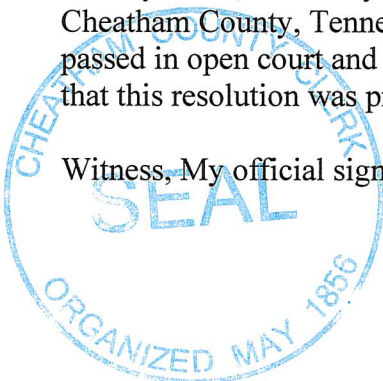
  
\_\_\_\_\_  
Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 23

RESOLUTION TITLE: To Pursue With The Lawsuit For Incompliance Against Hope Center Ministries

DATE: November 18, 2024

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. James Hedgepath

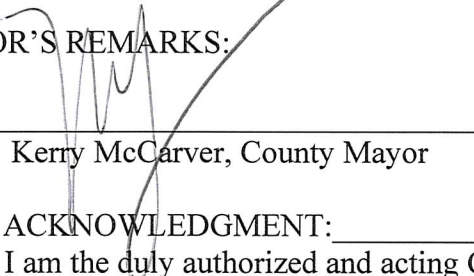
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to request County Attorney, Mr. Michael Bligh to pursue with the lawsuit for incompliance against Hope Center Ministries regarding their sober living facility is approved.

RECORD: Approved by roll call vote 7 Yes 3 No 1 Absent

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

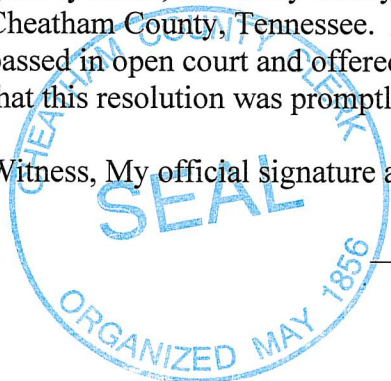
CHEATHAM COUNTY MAYOR'S REMARKS:

  
 \_\_\_\_\_  
 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 22<sup>nd</sup> day of November 2024.



  
 \_\_\_\_\_  
 Abby Short, County Clerk

RESOLUTION: 24  
RESOLUTION TITLE: Consent Calendar  
DATE: November 18, 2024  
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 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

*Larry E. Armstrong*  
*Jacob B. Bumpus*  
*Kristy Northcott Downer*  
*Amber Moore*  
*Kim Whitworth*

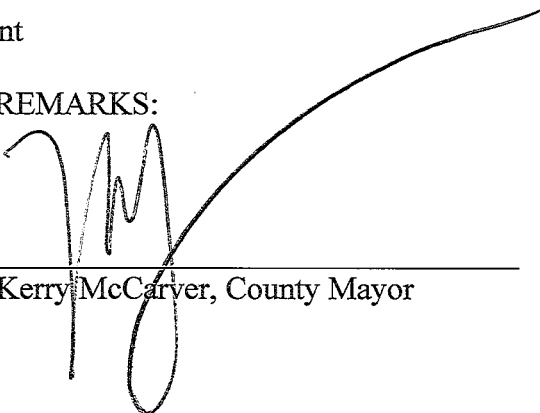
*James A. Bosworth*  
*Kelly Caldera*  
*Cathy McNeal*  
*Brady McBeth Murray*

*Jane H. Brock*  
*Constance Clabaugh*  
*Jacqueline M. Telford-Meguiar*  
*Linda C. Weitman*

RECORD: Approved by voice vote 1 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS:



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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 22<sup>nd</sup> day of November 2024.

  
\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 25  
RESOLUTION TITLE: Adjourn  
DATE: November 18, 2024  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Eugene O. Evans, Sr.

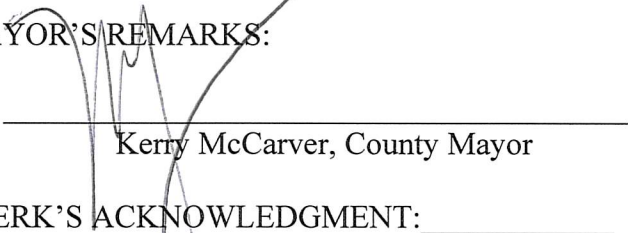
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18<sup>th</sup> day of November 2024 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 8:27 P.M.

RECORD: Approved by voice vote 1 Absent

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

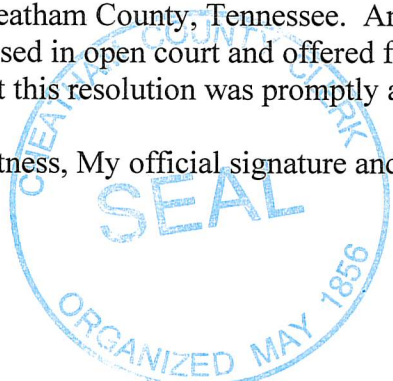
CHEATHAM COUNTY MAYOR'S REMARKS:

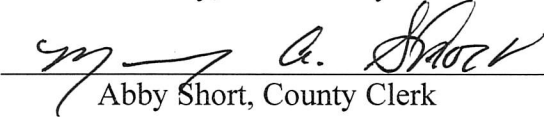
  
Kerry McCarver, County Mayor

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 22<sup>nd</sup> day of November 2024.



  
Abby Short, County Clerk