

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
April 21, 2025

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on April 21, 2025 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

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

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

Mr. Terry Lowe, 5th District, spoke in favor of a Property Tax freeze for seniors 65 and older for Cheatham County.

Mr. Malik Sylvester and Ms. Penelope Pitts, Sycamore Band Directors, gave a presentation thanking the commission for its allocations to the band program and provided an overview of how future funding will be used.

Public Forum closed at 6:10 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:10 P.M

Invocation was offered by Mr. David Anderson.

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

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

Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the April 21, 2025 Legislative Body Meeting Agenda.

Motion approved by voice vote. See Resolution 2.

Motion was made by Mr. B.J. Hudspeth, seconded by Ms. Diana Lovell to approve the Minutes from the March 17, 2025 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 3.

NEW BUSINESS

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:11 P.M.

The following was advertised to be heard:

- 1.) *Amend the Cheatham County Zoning Resolution, Section 9.020 to add the following as a new subsection:*

8. Provide to each of the members of the Cheatham County Commission a copy of the public notice of matters to be heard by the Cheatham County Regional Planning Commission and the Cheatham County Board of Zoning Appeals not less than three (3) days following the submission of such notice for publication. Notwithstanding the foregoing, the failure to provide such notice shall not invalidate any proceedings carried out pursuant to this resolution.

- 2.) *Amend the Cheatham County Zoning Resolution, Section 9.080(5) by adding a new subsection as follows:*

E. Has not been conducted on the property for a period of at least six (6) months prior to the filing of the conditional use application if such activity was commenced in violation of this resolution.

- 3.) *Amend the Cheatham County Zoning Resolution, Section 9.091(5) to add a new subsection as follows:*

F. The Building Commissioner may waive the requirement of providing a map as set forth in this Section 9.091(5) if (i) the subject property consists of a single parcel on the Cheatham County tax maps; (ii) the rezoning request is for the entirety of such parcel; and (iii) the Building Commissioner determines the Cheatham County tax map depiction of the property provides an adequate rendering of parcel and surrounding properties.

- 4.) *Amend the Cheatham County Zoning Resolution by deleting Section 9.100 in its entirety and replacing it with the following:*

9.100 Violations and Penalties

1. Criminal

It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in

any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. Pursuant to Tennessee Code Annotated § 13-7-111, such violation is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense.

2. Civil

Any violation of this resolution (including requirements lawfully imposed by the Cheatham County Regional Planning Commission or the Cheatham County Board of Zoning Appeals) may result in the assessment of a civil fine of fifty (\$50) dollars per violation for each day such violation or violations continue.

- 5.) *Amend the Cheatham County Zoning Resolution, Section 9.110 by deleting the text under the section heading and replacing it with the following:*

In addition to such any criminal proceeding and/or civil fine for violations of this resolution and pursuant to Tennessee Code Annotated § 13-7-111, any building or structure that is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land that is or is proposed to be used in violation of this resolution the county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceeding or proceedings to prevent, enjoin or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

No one spoke for or against these changes.

Public Hearing closed at 6:16 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Ms. Diana Lovell, seconded by Mr. Mike Breedlove to defer items 2-5 of the Building Department agenda until they could be discussed at the upcoming Workshop.

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

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

Motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve the following:

1.) *Amend the Cheatham County Zoning Resolution, Section 9.020 to add the following as a new subsection:*

8. Provide to each of the members of the Cheatham County Commission a copy of the public notice of matters to be heard by the Cheatham County Regional Planning Commission and the Cheatham County Board of Zoning Appeals not less than three (3) days following the submission of such notice for publication. Notwithstanding the foregoing, the failure to provide such notice shall not invalidate any proceedings carried out pursuant to this resolution.

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

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

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

Budget Amendments – County General

<i>Special Patrols/Jail</i>	<i>\$ 894.99</i>
<i>South Cheatham Library</i>	<i>\$ 8,500.00</i>
<i>Cheatham County Library</i>	<i>\$ 12,500.00</i>
<i>Sheriff's Department</i>	<i>\$ 5,000.00</i>
<i>Ambulance/Emergency Medical Services</i>	<i>\$ 24,000.00</i>
<i>County Mayor/Executive</i>	<i>\$ 2,400.00</i>
<i>Sheriff's Department</i>	<i>\$ 105,000.00</i>
<i>Building and Codes</i>	<i>\$ 13,950.00</i>
<i>Jail</i>	<i>\$ 23,000.00</i>

Budget Vote (4/14/2025): 5 Yes 0 No 0 Absent
Funding Source: Various

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

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

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

Budget Amendments – Highway

Capital Outlay

\$ 92,670.00

Budget Vote (4/14/2025): 5 Yes 0 No 0 Absent

Funding Source: Revenue Collected from the Sale of Equipment

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

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

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Bill Powers to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

Department: Accounting

Item(s):

Canon ImageRUNNER 3235

Serial Number(s):

(21) 7000130881

Additional:

Item has stopped working properly and parts are no longer available

Budget Vote (4/14/2025): 5 Yes 0 No 0 Absent

Funding Source: None

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

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

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. David Anderson, seconded by Mr. Bill Powers to approve the following:

- A) *Mayor's signature on Retainage Escrow Agreement between Cheatham County, RT Builders, LLC, and Pinnacle Bank*
- B) *Mayor's signature on Memorandum of Agreement between NA VSURFWARCENDIV CRANE, and Cheatham County Sheriff's department*
- C) *Mayor's signature on Clarke PowerGen maintenance agreement for our Maintenance department*
- D) *Mayor's signature on M&M Micro Systems, Inc contract*
- E) *Mayor's signature on American Business Copiers, Inc. w/ addendum for our Accounting office*
- F) *Mayor's signature on Securus contract for the Jail*

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

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

Motion was made by Mr. B.J. Hudspeth, seconded by Mr. Randy Noe to approve Mayor's signature on Fire contract with Ashland City.

Mr. Walter Weakley asked to amend all Fire contracts to prohibit mail-out solicitations to any property owner that has paid the required fire tax.

After discussion motion and second were withdrawn.

Motion was made by Mr. Walter Weakley, seconded by Mr. Randy Noe to approve the following as amended by prohibiting mail-out solicitations to any property owner that has paid the required fire tax:

- A) *Mayor's signature on Fire contract with Ashland City*
- B) *Mayor's signature on Fire contract with Pegram*
- C) *Mayor's signature on Fire contract with Pleasant View*
- D) *Mayor's signature on Fire contract with Kingston Springs*
- E) *Mayor's signature on Fire contract with Harpeth Ridge*

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

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

COUNTY ATTORNEY – MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh invited questions.

OTHER COUNTY OFFICIALS

COUNTY TRUSTEE- MS. CINDY PERRY: Trustee's reports and 2013 dismissed Personal Property Tax and 2023 delinquent Personal Property Tax list was included in the packet.

SHERIFF- MR. TIM BINKLEY: The Sheriff's report was included in the packet.

SCHOOL BOARD – DR. CATHY BECK: Assistant Director, Ms. Stacy Brinkley gave an update on state testing. Ms. Stacy Brinkley invited everyone to the Special Olympics Friday, May 2, 2025, at 9:00 a.m. at Harpeth Middle/High School on the football field.

COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUSS: UT Extension Highlights were included in the packet. Ms. Sierra Knauss stated that they are very pleased with their new office and noted an increase in foot traffic since the move.

STANDING COMMITTEES

BEER BOARD: Ms. Diana Lovell stated they approved a permit for Teters Market on River Road.

ANNOUNCEMENTS AND STATEMENTS

Ms. Diana Lovell invited everyone to attend the Harpeth Ridge Fire Department's Annual Barbecue on April 25th and 26th.

ANY OTHER NEW BUSINESS

Mr. Tim Williamson stated that they will review the codes related to campers during next month's workshop.

Mr. Tim Williamson stated he will add the tax freeze to the Agenda for May's workshop.

Ms. Diana Lovell gave an update on Narcan training for the Commissioners.

Mr. Randy Noe stated that House Bill 1097 and Senate Bill 0845 were passed due to gun laws in Shelby County and Memphis, not pole barns.

Motion was made by Mr. Randy Noe to resume the maintenance building project based on the plans from two years ago and circumvent the architect in order to reduce costs.

Motion failed for lack of Second.

Mr. Tim Williamson asked County Attorney, Mr. Michael Bligh to comment. County Attorney Mr. Michael Bligh stated that, according to state statute, an architect is required for any Government construction project exceeding \$50,000.

CONSENT CALENDAR

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

Notaries

*Theresa Adcock
Shannon L. Heath
Kimberly R. Moon
David C. Risner
Rhonda L. Runyon
Margaret Malina Taylor*

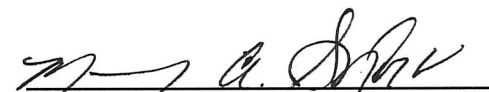
*Ryan V. Goldsmith
Kelsey Lantrip
Lisa Morgan
Kevin Rooney
Mary Melissa Dees Schwerdtfeger
Stacey M. Warren*

*Julie A. Hayes
Elizabeth C. Manno
Nikki J. Myatt
Ashton L. Rowland
Lindsey Sharpe*

Motion approved by voice vote. See Resolution 11.

There being no further business to discuss, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Bill Powers to adjourn at 6:44 P.M.

Motion approved by voice vote. See Resolution 12.


County Clerk


Legislative Body Chairman



RESOLUTION: 1

RESOLUTION TITLE: Quorum

DATE: April 21, 2025

MOTION BY:

SECONDED BY:

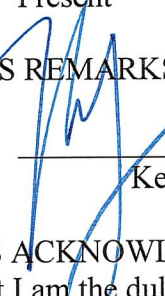
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Twelve Commissioners present a quorum is declared.

RECORD: Approved by roll call vote

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

CHEATHAM COUNTY MAYOR'S REMARKS:

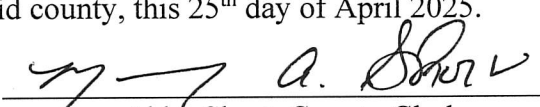

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.




Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda
DATE: April 21, 2025
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 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the April 21, 2025 Legislative Body meeting is approved.

RECORD: Approved by voice vote

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

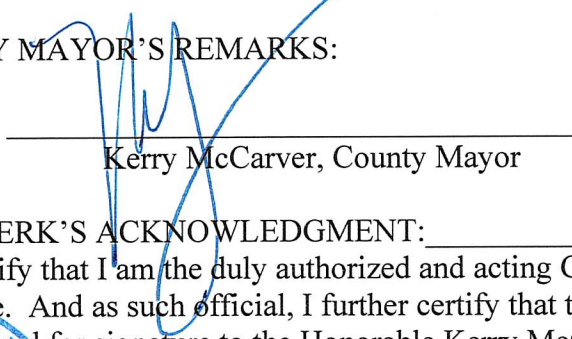
Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove

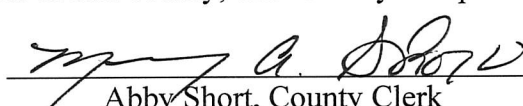
CHEATHAM COUNTY MAYOR'S REMARKS:

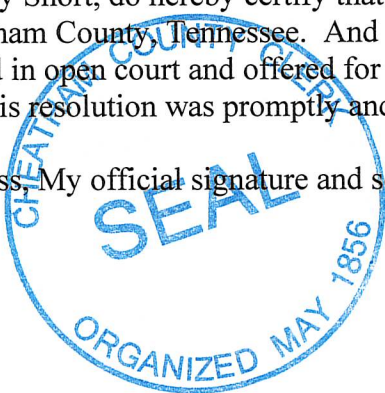

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.


Abby Short, County Clerk



RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: April 21, 2025
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Ms. Diana Lovell

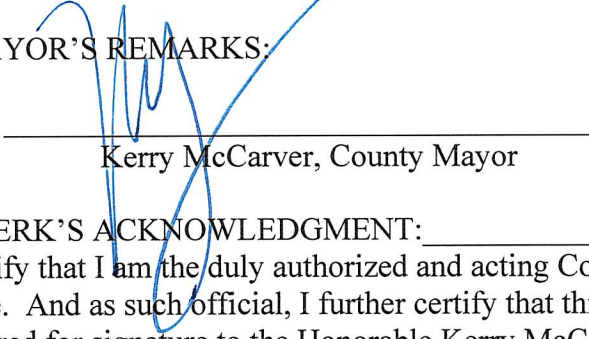
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the March 17, 2025 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote

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

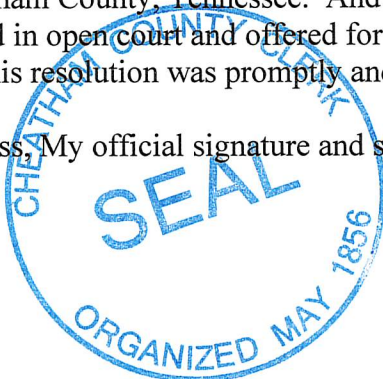
CHEATHAM COUNTY MAYOR'S REMARKS:

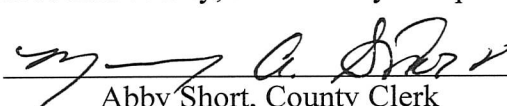

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.




Abby Short, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: To Defer Items 2-5 Of The Building Department Agenda

DATE: April 21, 2025

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 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following items are deferred:

- 2.) Amend the Cheatham County Zoning Resolution, Section 9.080(5) by adding a new subsection as follows:

E. Has not been conducted on the property for a period of at least six (6) months prior to the filing of the conditional use application if such activity was commenced in violation of this resolution.

- 3.) Amend the Cheatham County Zoning Resolution, Section 9.091(5) to add a new subsection as follows:

F. The Building Commissioner may waive the requirement of providing a map as set forth in this Section 9.091(5) if (i) the subject property consists of a single parcel on the Cheatham County tax maps; (ii) the rezoning request is for the entirety of such parcel; and (iii) the Building Commissioner determines the Cheatham County tax map depiction of the property provides an adequate rendering of parcel and surrounding properties.

- 4.) Amend the Cheatham County Zoning Resolution by deleting Section 9.100 in its entirety and replacing it with the following:

9.100 Violations and Penalties

1. Criminal

It is unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure or to use any land in violation of any regulation in any provision of any ordinance or any amendment thereof enacted or adopted by any county legislative body under the authority of this part. Pursuant to Tennessee Code Annotated § 13-7-111, such violation is a Class C misdemeanor. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance or use continues is deemed a separate offense.

2. Civil

Any violation of this resolution (including requirements lawfully imposed by the Cheatham County Regional Planning Commission or the Cheatham County Board of Zoning Appeals) may result in the assessment of a civil fine of fifty (\$50) dollars per violation for each day such violation or violations continue.

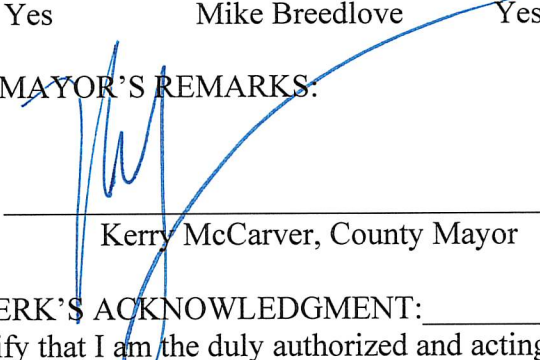
- 5.) Amend the Cheatham County Zoning Resolution, Section 9.110 by deleting the text under the section heading and replacing it with the following:

In addition to such any criminal proceeding and/or civil fine for violations of this resolution and pursuant to Tennessee Code Annotated § 13-7-111, any building or structure that is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land that is or is proposed to be used in violation of this resolution the county legislative body, the attorney general and reporter, the district attorney general for the judicial district in which such violation occurs or is threatened, the county building commissioner or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action, actions, proceeding or proceedings to prevent, enjoin or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.



Abby Short, County Clerk



The seal is a circular blue stamp. The outer ring contains the text "CHEATHAM COUNTY CLERK" at the top and "ORGANIZED MAY 1856" at the bottom. In the center of the seal, the word "SEAL" is printed in large, bold, capital letters.

RESOLUTION: 5

RESOLUTION TITLE: To Amend the Cheatham County Zoning Resolution, Section 9.020

DATE: April 21, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

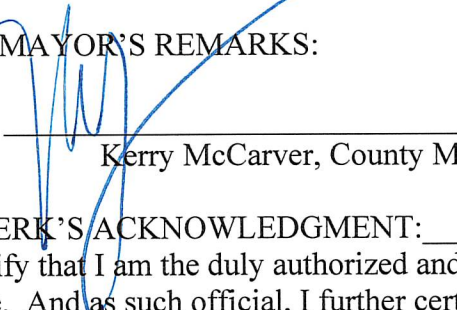
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to amend the Cheatham County Zoning Resolution, Section 9.020 to add the following as a new subsection:

8. Provide to each of the members of the Cheatham County Commission a copy of the public notice of matters to be heard by the Cheatham County Regional Planning Commission and the Cheatham County Board of Zoning Appeals not less than three (3) days following the submission of such notice for publication. Notwithstanding the foregoing, the failure to provide such notice shall not invalidate any proceedings carried out pursuant to this resolution.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



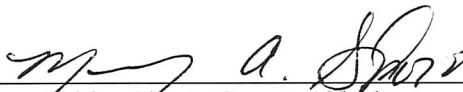
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.





Abby Short, County Clerk

RESOLUTION: 6

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

DATE: April 21, 2025

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April, 2025 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 new 2024-2025 fiscal year

Special Patrols/Jail

101 – 34725 – 02	Assigned for Public Safety	\$894.99
101 – 54210 – 790	Other Equipment	\$894.99

Transfer funds from the Litter Removal Grant Reserve to purchase step sides for the Dodge litter truck

NOTE: Other amendments

South Cheatham Library

101 – 48130 – Libry	Contributions	\$8,500.00
101 – 56500 – 432 – 002	Library Books	\$5,000.00
101 – 56500 – 435 – 002	Office Supplies	\$ 500.00
101 – 56500 – 719 – 002	Equipment	\$3,000.00

Transfer MOE funds from Town of Kingston Springs into current operating budget

Cheatham County Library

101 – 48130 – Libry	Contributions	\$12,500.00
101 – 56500 – 432 – 001	Library Books	\$6,250.00
101 – 56500 – 719 – 001	Equipment	\$6,250.00

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

Sheriff's Department

101 – 46210	Law Enforcement Training Programs	\$5,000.00
101 – 54110 – 716	Law Enforcement Equipment	\$5,000.00

Transfer Tennessee Law Enforcement Training Academy (TLETA) Grant funds to reimburse the expenditure line used to purchase law enforcement equipment

Ambulance/Emergency Medical Services

101 – 46330	Emergency Medical Services Training Programs	\$24,000.00
101 – 55130 – 196	In-service Training	\$24,000.00

Transfer EMS Training Supplement funds from the State of Tennessee to pay eligible employees training pay supplements

County Mayor/Executive

101 – 44570	Contributions and Gifts	\$2,400.00
101 – 51300 – 599	Other Charges – Events	\$2,400.00

Transfer donations made to the county for Team Cheatham Family Fun Day, a county sponsored day of appreciation for all county employees and their families

Sheriff's Department

101 – 39000	Unassigned	\$105,000.00
101 – 54110 – 471	Software	\$105,000.00

Transfer funds from County General fund balance to purchase new software for the Sheriff's Department. Maintenance is included for the first year and will be \$32,000.00 annually thereafter. The annual cost with their current software provider, Tyler Technologies, is around \$47,000.00.

Building and Codes

101 – 39000	Unassigned	\$13,950.00
101 – 51730 – 321	Engineering Services	\$7,600.00
101 – 51730 – 331	Legal Services	\$6,350.00

Transfer funds from County General fund balance to cover shortages for engineering and legal services

Jail

101 – 53920 – 169	Part-time Personnel	\$23,000.00
101 – 54210 – 719	Office Equipment	\$23,000.00

Transfer unused budgeted funds in the Courthouse Security budget to purchase computers for the new jail to avoid requesting additional funds next fiscal year

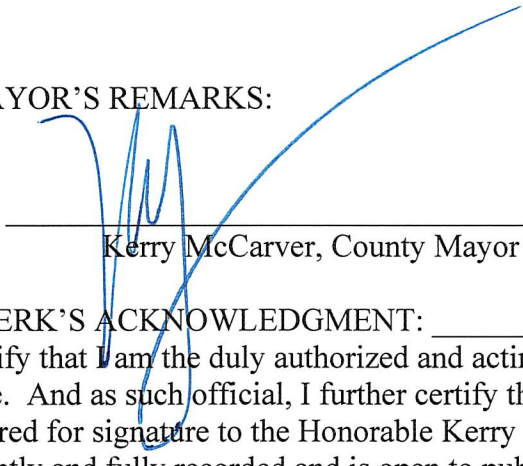
Budget Vote (4/14/2025): 5 Yes 0 No 0 Absent

Funding Source: Various

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



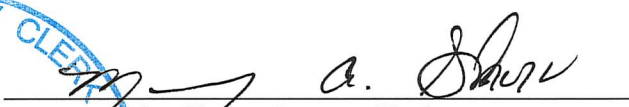
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.





Abby Short, County Clerk

RESOLUTION: 7

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

DATE: April 21, 2025

MOTION BY: Mr. Bill Powers

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway Fund:

Capital Outlay

131 – 44530	Sale of Equipment	\$92,670.00
131 – 68000 – 718	Motor Vehicles	\$92,670.00

Transfer revenue collected from the sale of equipment at the auction held on February 7, 2025 to the motor vehicles line

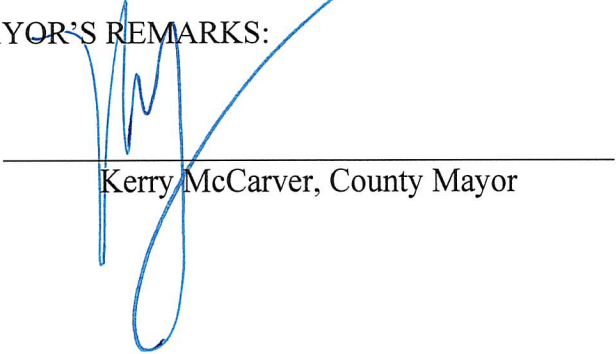
Budget Vote (4/14/2025): 5 Yes 0 No 0 Absent

Funding Source: Revenue Collected from the Sale of Equipment

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

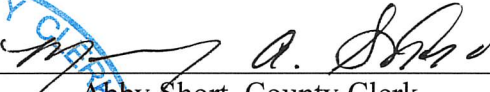

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.





Abby Short, County Clerk

RESOLUTION: 8

RESOLUTION TITLE: To Authorize The Following Surplus Items For County General Fund

DATE: April 21, 2025

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

Department: Accounting

Item(s): Canon ImageRUNNER 3235
Serial Number(s): (21) 7000130881
Additional: Item has stopped working properly and parts are no longer available

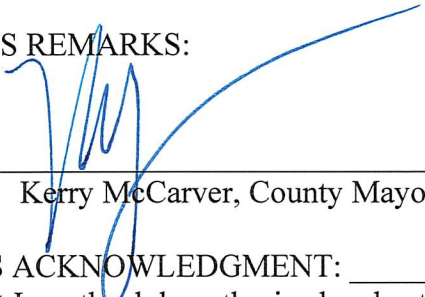
Item is 18 years old, has reached end of life, and parts are no longer available to repair it. Once approved for surplus, item will be scrapped.

*Budget Vote (4/14/2025): 5 Yes 0 No 0 Absent
Funding Source: None*

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.





Abby Short, County Clerk

RESOLUTION: 9 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On Retainage Escrow Agreement Between Cheatham County, RT Builders, LLC And Pinnacle Bank

DATE: April 21, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

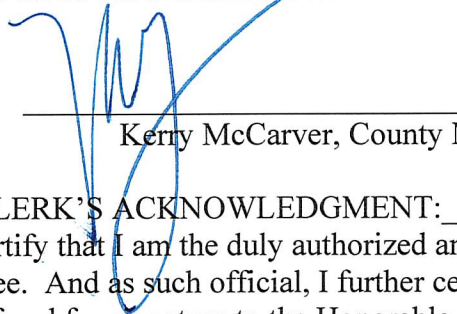
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Retainage Escrow Agreement between Cheatham County, RT Builders, LLC, and Pinnacle Bank is approved.

A copy of the Agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

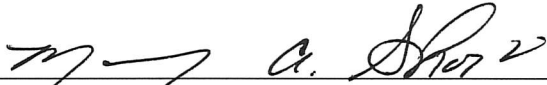


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.



Abby Short, County Clerk



RETAINAGE ESCROW AGREEMENT

THIS RETAINAGE ESCROW AGREEMENT (the "Agreement"), made and entered into this 22nd day of April, 2025, by and among Cheatham County ("Owner"), and RT BUILDERS, LLC ("Construction Contractor"), and PINNACLE BANK ("Escrow Agent"), a Tennessee state-chartered bank, with offices located at 524 South Main Street, Ashland City, TN 37015.

WITNESSETH:

WHEREAS, the Owner and Construction Contractor have heretofore entered into a construction contract dated the 10th day of October 2024, (the "Contract") whereby the Construction Contractor will make improvements to certain real property of the Owner pursuant to a certain project known as Additions and Renovations for the Cheatham County Health Department ("the Project") with such Contract providing that the Owner is to retain a percentage of all trade contractor payment requests made by the Construction Contractor (the "retainage") all as more specifically set forth in such Contract to which specific reference is hereby made;

WHEREAS, T.C.A. § 66-34-104 requires that the retainage be placed in a separate, interest bearing escrow account and that the funds therein shall be, at the time of deposit, the sole and separate property of the trade contractor from whom the retainage is owed;

WHEREAS, Escrow Agent has agreed to act as escrow agent to receive and hold the retainage paid to it until the receipt of a release by the Owner.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promised hereinafter set forth, the parties hereto agree as follows:

(1) Construction Contractor agrees to establish a separate interest-bearing escrow account with the Escrow Agent and the Owner further agrees to pay all retainage held pursuant to the Contract to the Escrow Agent for deposit in the escrow account.

(2) Said interest-bearing escrow account shall be owned by Construction Contractor and the trade contractors, to whom the retainage is owed.

(3) Upon the satisfactory completion of the Project, or a portion thereof, as evidenced by a written Release, substantially in the form attached hereto as Exhibit A, executed by the Owner and provided to the Escrow Agent, all, or a portion of, the retainage together with interest earned thereon, shall be paid to the Construction Contractor for payment to the trade contractors from whom the retainage was withheld.

(4) Should a dispute arise as between the Owner and Construction Contractor such that the Owner fails to execute and deliver a Release to the Escrow Agent, or in the event that the Owner and the Construction Contractor become involved in litigation over the funds held by the Escrow Agent in escrow,

the Escrow Agent agrees to hold the money and pay the retainage to neither the Owner nor the Construction Contractor until a final order of a court of record in Tennessee so directs the Escrow Agent to whom to pay said funds, or the Escrow Agent is presented with a written agreement between the Owner and Construction Contractor as to how much of the retained funds should be paid to whom. In the event that the parties mutually agree in writing to close the Escrow Account and direct the Escrow Agent as to where the retainage should be sent, the Escrow Agent shall follow such instruction and be released of any further obligation under this Agreement. In the event that litigation ensues between Owner and Construction Contractor, Escrow Agent shall tender into the registry or custody of any court of competent jurisdiction in _____ County, Tennessee all assets or property held by Escrow Agent pursuant to the terms of this Agreement, together with such pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. EACH PARTY HEREBY EXPRESSLY WAIVES THEIR RIGHT TO A TRIAL BY JURY OF ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING. Any expenses incurred by Escrow Agent, including but not limited to Escrow Agent's reasonable attorney's fees associated with any litigation, shall immediately upon the Escrow Agent's demand be reimbursed to the Escrow Agent by the Owner and Construction Contractor, each of whom shall be jointly and severally liable therefor. Further, Escrow Agent may resign as escrow agent at any time, whereupon Escrow Agent shall transfer the retainage funds to another financial institution selected by the Owner and Construction Contractor.

(5) In the event that a dispute arises as provided in 4. herein, the Escrow Agent shall bear no responsibility to the Construction Contractor or any trade contractor for the nonpayment of the funds to the Construction Contractor for payment to one or more trade contractors.

(6) For an in consideration of the use of the money in the escrow account, the Escrow Agent agrees to hold said funds in an interest-bearing escrow account and to pay over the funds in said escrow account to the appropriate party according to the directions stated herein.

(7) The Escrow Agent may not assign or transfer its responsibility as escrow agent hereunder to another escrow agent without first obtaining the written consent of the Owner and the Construction Contractor.

(8) Construction Contractor hereto agrees to indemnify and hold Escrow Agent harmless from any loss, damages, or liabilities of any kind whatsoever, whether foreseen or unforeseen, whether direct or indirect arising out of or in connection with this Agreement, the retainage, the escrow account, and the funds contained therein, or the performance of the Escrow Agent's obligations hereunder, as allowed by law, except liability resulting from Escrow Agent's gross negligence or willful misconduct. Escrow Agent may rely upon the signatures on any correspondence from either or both of Owner and/or Construction Contractor as being the authentic signatures of the Owner or Construction Contractor or, if the Owner or Construction Contractor are not natural persons, of persons duly authorized to act on behalf of the Owner or Construction Contractor.

(9) This Agreement supplements, rather than replaces, Escrow Agent's deposit account agreement, terms and conditions, and other standard documentation in effect from time to time with respect to the escrow account, as these may be updated or amended by Escrow Agent from time to time in connection therewith (the "Account Documentation"). The Account Documentation will continue to apply to the escrow account and such services, and the respective rights, powers, duties, obligations, liabilities and responsibilities of the parties thereto and hereto, to the extent not expressly conflicting with the provisions of this Agreement (however, in the event of any such conflict, the provisions of this Agreement shall control). Escrow Agent shall have no obligation to specifically notify any other parties hereto of any changes to the Account Documentation, including, without limitation, any changes to Escrow Agent's schedule of fees and charges, each of the parties hereto agrees shall have been deemed received to the extent such changed documentation is made available on Escrow Agent's website.

(10) Escrow Agent shall not be bound by any modification, amendment, termination, cancellation, rescission or supersession of this Agreement unless the same shall be in writing and signed by all of the other parties hereto and, hereunder are effected thereby, unless it shall have given prior written consent thereto. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by facsimile, email or other similar electronic transmission (for example, through the use of a Portable Document Format or "PDF file") shall be valid and effective to bind the party so signing.

OWNER: Cheatham County

BY: _____

Name and Title: Kerry McCarver, Mayor

Construction Contractor: RT Builders, LLC

BY: _____

Name and Title: Benjamin Harwood, Director

Escrow Agent: Pinnacle Bank

BY: _____

Name and Title: Diana Knight

RELEASE

Name: _____

Title: _____

STATE OF TENNESSEE)
 : ss:)
COUNTY OF _____)

Sworn to before me this the _____ day of _____, 20____.

Notary Public

Commission Expires:

RESOLUTION: 9 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On Memorandum Of Agreement Between NA VSURFWARCENDIV CRANE, And Cheatham County Sheriff's Department

DATE: April 21, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Memorandum of Agreement between NA VSURFWARCENDIV CRANE, and Cheatham County Sheriff's Department is approved.

A copy of the Memorandum of Agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

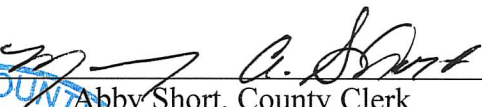


Kerry McCarver, County Mayor


CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.



Abby Short, County Clerk



MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY;
Cheatham County Sheriff's Office

FOR THE ELECTRO-OPTIC LOAN PROGRAM

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,
Cheatham County Sheriff's Office
When referred to collectively, The Government and the Agency are referred to as the "Parties."

1.0 BACKGROUND

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

2.0 AUTHORITIES

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

3.0 PURPOSE AND SCOPE

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 The Government will -

- 4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.
- 4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.
- 4.1.3 In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.
- 4.1.4 The resources to be provided are identified in Block 6 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

4.2 The Agency will -

4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.

4.2.2 State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost, or stolen. Federal/State/Local Law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

4.3. Both Parties will -

4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

5.0 PERSONNEL

There are no anticipated personnel responsibilities identified in this MOA.

6.0 GENERAL PROVISIONS

6.1 POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1 For the Government -

6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

Mr. Scott D. Arthur

812-854-6650

scott.d.arthur2.civ@us.navy.mil

6.1.1.2 Position, office identification, phone number and email of alternate POC:

Ms. Tracy Hersman

812-381-0892

tracy.r.hersman.civ@us.navy.mil

6.1.2 For the Agency -

6.1.2.1 Position, office identification, phone number and email of primary POC:

Name: Cheatham County Sheriff's Office

Phone Number: (615) 792-2041

Email Address:

Fax Number:

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

**Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522**

and, if to the Agency, to (insert mailing address):
264 South Main Street
Ashland City,

Tennessee 37015
or as may from time to time otherwise be directed by the Parties.

- 6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.
 - 6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
 - 6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.
 - 6.6 TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.
 - 6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.
 - 6.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
 - 6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.
 - 6.10 EXPIRATION DATE. This MOA expires on New Contract .
 - 6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.
 - 6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.
-

- 6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7.0 FINANCIAL DETAILS

- 7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
- 7.2 BILLING. The Agency will provide the Government with payment via Automated Clearing House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.
- 7.3 PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to mailbox--cran_wire_transfers@navy.mil and patricia.l.graves6.civ@us.navy.mil.

For ACH:

Bank Name: Credit Gateway
Address: 60 Livingston Avenue
St. Paul, MN 55107
RTN/ABA: 051036706
A/C: 801700778009

Checks:

Must be made out to:
US TREASURY or DFAS.

(All others will be returned)

Mailed to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522

For Wire Transfer:

Bank Name: U.S. Treasury
Address: 1500 Pennsylvania Avenue NW
Washington, DC 20220
Country: USA
RTN/ABA: 021030004
Account Name: DFAS-Cleveland
Account Number: 801700778009

- 7.4 FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.
- 7.5 ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8.0 LIST OF ATTACHMENTS: Attachment A.

AGREED: [Approval authority signatures will never be alone on a blank page]

ACCEPTANCE OF AGREEMENT on behalf of:

Cheatham County Sheriff's Office

by: X _____
Signature

Date

County Mayor Kerry McCarver

Type Name and Title

Cheatham County Sheriff's Office

Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane by:

X Brandon Boeglin

BRANDON J. BOEGLIN

By direction
NSWC Crane

25 Feb 2025

Date

ATTACHMENT A



Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1

1a. Federal/State/Local Law Enforcement Agency Name: Cheatham County Sheriff's Office 1b. Agency Mailing Address: 264 South Main Street Ashland City, State: Tennessee Zip Code: 37015	2. Agreement Number: N00164LE1319-25
	3. Agreement Start/Renewal Date: New Contract
	4. Agreement Termination Date: New Contract
	5. Estimated Total Cost (See paragraph III Terms and Conditions below): \$3,000.00

6. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers	Qty	Unit Price	Amount
SU-250/U. Submersible Monocular NV System, NSN: 5855-01-562-7562; Repl Value \$3,000 each	10	\$300.00	\$3,000.00
Serial Numbers: TBD (also to ship 10 J-arms)			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Total		\$3,000.00	

7. Points of Contact	
Primary Federal/State/Local Law Enforcement Agency Official (Name):	Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):
County Mayor Kerry McCarver	LT. Brandt Holt
Phone: (615) 792-2041	Phone: (615) 792-4341
Fax:	Fax: (615) 792-1040
Email:	Email: brandt.holt@cheathamcountyttn.gov
Government Law Enforcement Program Manager (Name):	Government Agreement Administrator (Name):
Scott Arthur	Debbie Owens, CTR
Phone: 812-854-6650	Phone: 812-854-4439
Fax: 812-854-8559	Fax: 812-854-8559
Email: scott.d.arthur2.civ@us.navy.mil	Email: debbie.d.owens.ctr@us.navy.mil
Government Agreement Administrator (Name):	
Nancy Sherfick	
Phone: 812-854-2624	
Fax: 812-854-8559	
Email: nancy.l.sherfick.civ@us.navy.mil	

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) NAVAL SURFACE WARFARE CENTER, CRANE DIVISION		
	2 Business name/disregarded entity name, if different from above. US TREASURY/DFAS CLEVELAND		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 02 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) B <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. 300 HIGHWAY 361		Requester's name and address (optional)
6 City, state, and ZIP code CRANE, IN 47522-4000			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
3	5	-	0	8	6	9	8	4
6								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here	Signature of U.S. person	KELLER.BRANDON.T.1256851	Digitally signed by KELLER.BRANDON.T.1256851837 Date: 2025.01.04 21:15:30 -0500	Date
		837		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

RESOLUTION: 9 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On Clarke PowerGen Maintenance Agreement For Our Maintenance Department

DATE: April 21, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

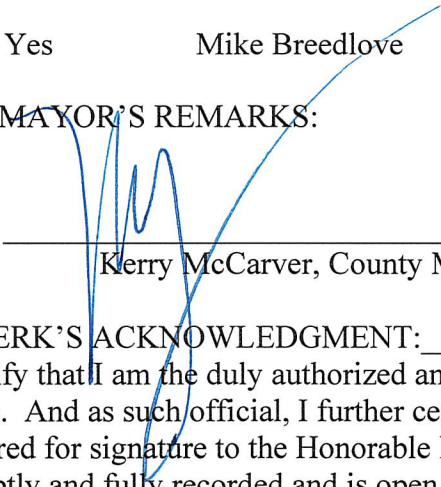
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Clarke PowerGen maintenance agreement for our Maintenance department is approved.

A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.


Abby Short, County Clerk



The seal is a circular blue stamp. The outer ring contains the text "CHEATHAM COUNTY CLERK" at the top and "ORGANIZED MAY 1856" at the bottom. In the center of the seal, the word "SEAL" is printed in large, bold, capital letters.

CLARKE

PowerGen

Cust. # 146021

Cheatham County Maint Dept
Attn: James Rice
100 Public Square Suite 115
Ashland TN 37015
615-533-9056
James.rice@cheathamcountyttn.org

Preventive Maintenance Agreement
Emergency Generator
Location: Animal Control, EMS

1- 12 Month Period of Preventive Maintenance Consisting of:

Location / Unit	Serial # / Model #	Annual	Annual + Semi-Annual	Annual + 3 Quarterly
Animal Control Kohler	KG100 34MXGMKJ0003	\$815.00	\$1,265.00	\$2,165.00
EMS Cummins	C80 N6 K230286738	\$815.00	\$1,265.00	\$2,165.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

Signature _____

Date _____

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 140.00 / hr. (regular hours) - \$ 210.00 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 3.00 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Phil Hilton
Service Administrator
Date: 3/19/2025
Proposal # 21844

RESOLUTION: 9 (D)

RESOLUTION TITLE: To Approve Mayor's Signature On M&M Micro Systems, Inc Contract

DATE: April 21, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

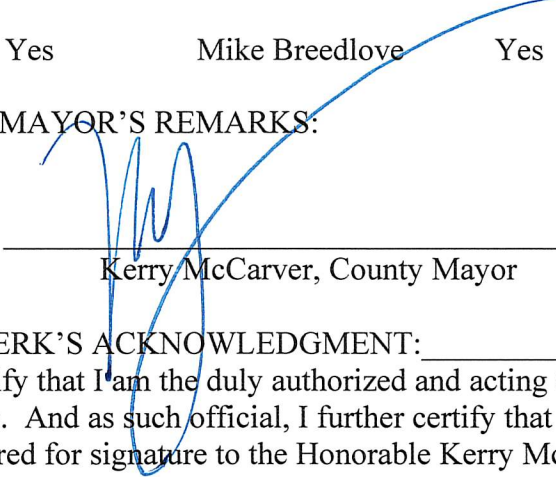
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the M&M Micro Systems, Inc contract is approved.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

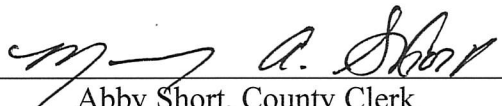


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.



Abby Short, County Clerk





iSOMS

**The Solution for Your Public
Safety Needs**



1905 High Park Circle Maryville, Tennessee

March 3, 2025

Dear Lieutenant Gilmore

We are delighted for the chance to submit our proposal. Please find the enclosed proposal which includes: ISOMS software installation, technical support, remote training, and product upgrades.

This proposal includes one year of software usage and support. Please note the renewable fees for each year that cover technical support, upgrades, and remote training. Please ensure that the necessary budget is allocated for the renewal.

We hope to establish a long-term relationship with Cheatham County Sheriff's Office.

Sincerely,

Allison Elder

Allison Elder



www.mmmicro.com



888-644-5786



865-380-4610



iSOMS ***Proposal***

Cheatham County Sheriff's Office

264 South Main Street

Ashland City, Tennessee 37814

(615) 792-4341

chris.gilmore@cheathamcountyttn.gov

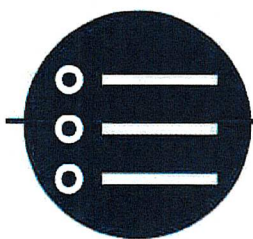


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Proposal

Signature Page

Company Overview

Training and Support

Data Conversion and Data Portability

Server Requirements and Backups

About iSOMS Software

iSOMS Product Descriptions



PROPOSAL

From:

M&M Micro Systems Inc.
1905 High Park Circle
Maryville, TN 37803
allison@mmmicro.com
larry@mmmicro.com

To:

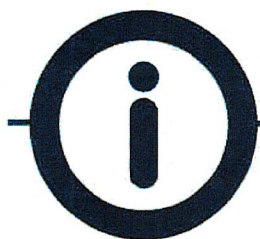
Cheatham County Sheriff's Office
264 South Main Street
Ashland City, Tennessee 37015
Phone: (615) 792-4341
chris.gilmore@cheathamcountyttn.gov

Date of Quote		Quote Expiration Date		
12/20/2024		7/31/2025		
Item	Description	Price	Qty	Total Price
1	iSOMS Software	\$ 63,000.00	1	\$ 63,000.00
2	Microsoft Azure Hosting	\$ 15,000.00	1	\$ 15,000.00
3	Onsite Training	\$ 1,000.00	3	\$ 3,000.00
4	iSOMS ASSA	\$ 13,000.00	1	\$ 13,000.00
5	Twilio / Mailgun /SSL	\$ 2,000.00	1	\$ 2,000.00
6	Google Mapping	\$ 2,000.00	1	\$ 2,000.00
7	Data Conversion	\$ 7,000.00	1	\$ 7,000.00
Total				\$ 105,000.00

Item number 2, 4, 5 and 6 renewable yearly. Total: \$32,000 yearly.

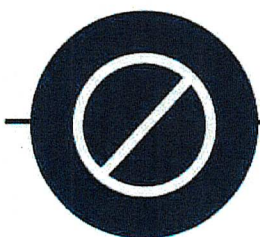
Additionally, please take a moment to review the server requirements and the options not included pages provided below.

Item 7 Data Conversion must be provided in SQL Database format for conversion.



Pricing Information

The prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by the Customer on this Order Form. Upon signature by Customer and submission to M&M Micro Systems Inc., this Order Form shall become legally binding unless this Order Form is rejected by M&M Micro Systems Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.



Options Not Included

- *Microsoft Word or Office for custom reports*
- *Microsoft SQL Server or SQL Express*
- *Signature Pad (Topaz SigLite series)*
- *NCIC*
- *Barcode Scanner (Datalogic Gryphon scanner)*
- *Barcode Printer (Zebra Printer)*
- *Website Domain*



Signature Page

Terms & Conditions

This section to be completed by customer and returned to M&M Micro Systems Inc. upon acceptance of order.

Tentative Go-Live Date: _____

Funding Source: _____

ASSA Billing: Annually

Payment Method: PO#: _____

Payment Terms: Net 30

Billing Method: Email

Total ASSA Due Every Year 32,000.00

Cheatham County Sheriff's Office

Signature: _____

Name: _____

Business Title: _____

Date: _____



1905 High Park Circle Maryville, Tennessee

Sole Source

Cheatham County Sheriff's Office
264 South Main Street
Ashland City, Tennessee 37015

M&M Micro Systems Inc. is the exclusive source for the SOMS software family, which includes SOMS DOS, SOMS for Windows, and iSOMS that are unique and proprietary to the company. M&M Micro Systems Inc. is the only vendor, supplier, distributor, and provider of the SOMS software, and no other company produces similar or competing products with the same fully integrated features as the SOMS family.

To purchase iSOMS, please contact M&M Micro Systems Inc. directly at the address mentioned above. No other agents or dealers are authorized to represent this product.

For any inquiries, please don't hesitate to call me at (888) 644-5786 extension 101.

Best regards,

Allison Elder

Allison Elder
President, M&M Micro Systems Inc.



www.mmmicro.com



888-644-5786



865-380-4610



COMPANY OVERVIEW

M&M Micro Systems Inc. has provided the SOMS family of software for over 36 years. We understand law enforcement personnel need an integrated software system designed to meet specific needs. SOMS is a comprehensive CAD, Court, Jail, Mobile, Records, Pre-Trial, and Probation system in one package from one vendor. We are your one solution!

M&M Micro Systems Inc. understands law enforcement agencies must keep communities safe in addition to keeping detailed records. The SOMS software is a tool to help your agency with data management and statistical reporting. This will improve officer safety, community communications, and data analysis. There is one database for integration, reduced data entry, increased efficiency, and rapid report searches - all from one vendor.

The SOMS family began with Microsoft DOS, progressed to Windows, and now embraces browser technology. The browser system opened doors for enhanced remote usage, hardware compatibility, and a better product for you, the valued customer.

The SOMS software has been created for complete software integration. Because of the browser features, information is entered once, which improves workflow, eliminates data entry mistakes, and allows information including records, photos, mapping, and CAD information to be done in the office or the field. Officers can use tablets, mobile computers, or the iSOMS app with ease.

Unlike many other vendors, SOMS does not sell modules. One purchase will outfit your agency with a complete solution from one vendor. Agencies, such as 911 Centers, Court, EMS, Jail, Probation, and Records will discover iSOMS is the ideal solution.



TRAINING

An M&M Micro Systems Inc. representative will work with your agency to set up remote training. Remote training is designed for one to five people through Microsoft Teams. With any software package, adequate training is a necessity. Our goal is to ensure that iSOMS is properly being used as a tool and reports can be generated quickly and easily.

This proposal may or may not include onsite training. If not specified in this proposal, additional onsite training is available for purchase.



SUPPORT

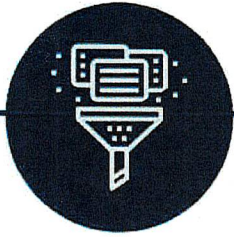
This proposal includes one year of support. The support agreement, commonly referred to as the ASSA, is renewable each year. The ASSA covers product upgrades, remote training, and software feature input. A separate ASSA proposal may be needed for NCIC.

Your agency must budget the Annual Software Support Agreement (ASSA) from year to year. Be sure to include ASSA NCIC in addition to iSOMS ASSA.

Customers with an active Annual Software Support Agreement will receive the following support options:

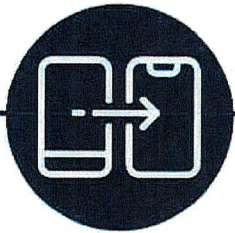
Email support@mmmicro.com

Telephone Number: (888)644-5786



DATA CONVERSION

Data conversion is an additional charge. Our proposal does not include any fees that your current vendor may charge. We require the username, password, and an SQL file of the database to be converted. The agency is responsible for assisting with Excel sheets to verify the data.



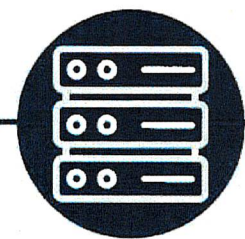
DATA PORTABILITY

The data entered into SOMS belongs to the Agency and cannot be accessed by third parties without written permission. Third-party vendors must establish an agreement regarding interfaces before accessing data through iSOMS, as it is proprietary software. If data is accessed without permission, the ASSA will become inactive. To obtain an extract, contact M&M Micro Systems Inc.



DATA BACKUP

M&M Micro Systems, Inc. does not provide backups for agency data. It is the agency's responsibility to create and maintain backups of their data. M&M Micro Systems Inc. recommends full daily backups, not incremental backups.



SERVER REQUIREMENTS

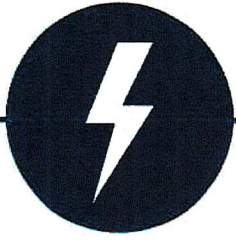
****Microsoft Azure Hosting Options:****

When sharing a server, there are two relevant roles: Host Agency and Hosted Agency. If you are the Hosted Agency utilizing a server provided by another agency (the Host Agency), it is essential to obtain an authorization agreement from the Host Agency. This document ensures that all parties are in agreement regarding the terms of server usage.

In this proposal, the Cheatham County Sheriff's Office will function as the Host Agency, while any additional agencies involved will be designated as Hosted Agencies. The Cheatham County Sheriff's Office will host two agencies on the Microsoft Azure Server: Pleasant View and Kingston Springs. Furthermore, both the Host Agency and the Hosted Agencies are required to maintain their active status under the Authorized Software Subscription Agreement (ASSA).

If the Host Agency determines that it is no longer feasible to share the server, the Hosted Agency will need to purchase a local copy of the software for independent use. In such a case, the Hosted Agency is responsible for covering the costs from M&M Micro Systems Inc. to migrate their data to a new server.

Should any other agencies wish to utilize the iSOMS system in the future, the Cheatham County Sheriff's Office will need to contact M&M Micro Systems to determine if hosting additional agencies will result in an increase in the cost of the Microsoft Azure Server.



iSOMS

iSOMS is a comprehensive CAD, court, jail, records management, software designed to operate through a web browser. iSOMS is currently available for Desktops, Laptops, Tablets, and iPads. The Chrome browser connects to the internet and your iSOMS company file. The officer can easily enter reports, perform system searches, and use various hardware. iSOMS was created to help officers enter and search the information quicker and easier, especially away from the office.



Computer Aided Dispatch (CAD)

- All Active Calls and Displayed
- Arrival and In-Service Times
- Call History
- Dispatch Calls and update Unit status
- Hazard and Medical Alerts
- Mobile CAD
- NCIC
- Radio History
- Record Dispatched, En-Route, On-Scene
- Wrecker Rotation



Records Management

- Citations
- Civil Process
- Code Enforcement
- Employee Personnel
- Evidence
- Field Interviews Fleet
- Incident Reporting (NIBRS)
- Mobile (iPhone/Android)
- Policies and Procedures
- Probation
- Property
- School Resource Officer
- Sex Offenders Registry
- Undercover
- Warrants



Jail Management

- Administrative Reporting
- Booking Reports
- Building Maintenance
- Commissary
- Community Service
- Electronic Signature Capture
- Inmate Classification
- Inmate Disciplinary Actions
- Inmate Education Program
- Inmate Medical
- Inmate Scheduling
- Inmate Visitation
- Intake and Release
- Jail Incident Report
- Prescriptions
- Transport/Extradition
- Work Release



isOMS

Computer Aided Dispatch

- **ANI/ALI "Automatic Number Identification & Automatic Location Identification"** – Allows the user to press a button and pull in the ANI/ALI information to the CAD call.
- **BOLO "Be On the Lookout"** – Notifying all users about important BOLO information.
- **CAD Alerts** – View alerts when entering a complaint card.
- **CAD Menu** – A quick menu designed for easy access to open other Modules or quick keys.
- **Call History** – View call history by location, phone, name, and vehicle tag.
- **Call Selection** – Allows the user to select the active calls, last 12 hours, last 24 hours, last 48 hours, last 72 hours, and last week from the CAD screen.
- **Call Status** – Color change status for call identification.
- **Complaint Card Reporting** – Numerous reports provided. Examples: Complaint Card List Reports, Radio Logs, Wrecker Stats, CAD Summary Stats By Hour, and CAD Summary Stats By Nature just to name a few.
- **Dispatch Plus** – Dispatch multiple units at one time to a call.
- **Email and Texting** – Sends texts and emails about unit status and call information automatically.
- **Mobile CAD** – Designed for the officer's use on a mobile device which allows calls to be displayed for easy viewing.
- **NCIC** – An interface with your department's state National Crime Information Center. If you elect to use this option, you must have a stand-alone SQL server to link to the state interface and additional charges will apply.
- **Protocol Interface** – Example Emergency Medical Dispatch (EMD).
- **Radio Traffic** – Maintain unit radio traffic.
- **Scheduled Calls** – Allows you to add EMS, funerals, or other events. The user can add the event date/time and the scheduled dispatch date/time for the call to appear on the CAD screen.
- **Toneout** – Tone out a department and add the information to the call. It will also interface with other software programs to send information via text or email.
- **Transfer Card** – Allows the user to easily transfer CAD information to other Modules this is to prevent double typing. For example, you can transfer to CAD Alert, CAD Location Hazard, Citations, Extra Patrol, Field Interview, Impounded Vehicle, Incidents, and K9 Incident.
- **Unit Status** – Shows unit status, dispatch, en-route, on-scene, location update, and destination.
- **Wrecker** – Dispatch wrecker to call using rotation or owner's request.



iSOMS

Records Management

- **Case Management** – Allows for Investigative Case Tracking and reporting.
- **Citations** – Enter and lookup traffic citations and will interface with an e-ticketing system.
- **Civil Process** – Enter, lookup, and assign civil papers.
- **Code Enforcement** – Maintain code violations and required actions.
- **Evidence** – Manage department evidence, and the chain of custody, integrate with incidents, case management, and bar code compatibility.
- **Field Interview** – Tracks suspicious activity that does not require a full report.
- **Global Records Search** – Allows for queries of your local system of persons, locations, vehicles, weapons, features, and vehicles.
- **Incident Report** – Enter Incident Reports and meet state reporting requirements.
- **K9 Program** – Tracks K9 Incidents, Training, medical and certificates.
- **Policies and General Orders** – Manage department policies and notify the employees of updates and changes.
- **Probation** – Case/docket management and probation information. Information includes a form letter, suspect trial list, docket call sheet, criminal history, and monthly calendar.
- **Property** – Tracks different types of property including Armory, Fleet, Fleet Accidents, Impounded Vehicles, Property Seizure, and Inventory Capital Assets.
- **School Resource** – Maintains school activity and enters Juvenile Incident reports.
- **Sex Offender Registry** – Update registration, movement, vehicles, and notification.
- **Training Module** – Track certifications and training classes.
- **Undercover Module** – Maintains case reporting, and tracks criminal informants, and vouchers.
- **Use of Force Reporting** – Track when the subject has serious injuries and pertinent information about the incident.
- **Vehicle Pursuits Reporting** – Generate report that Tracks suspect who is avoiding arrest in a vehicle.
- **Warrants** – Enter, lookup, and assign warrants.



iSOMS

Jail Management

- **Booking Reports and Administration Reporting** - Generate reports including Board Bills, Cell Worksheets, State Reports, Inmate Credits Jail Population Analysis, Department Statistics, Inmate Year-end Balance Sheet, Shift Reports, Court Reports, Meal Reports, Laundry Reports, Property, and Inventory Reporting.
- **Building Maintenance** - Generates Alerts and Tracking of Jail Building Maintenance Procedures.
- **Commissary** - The creation and maintenance of commissary orders, verifies balances before delivery of the order, and maintains an inventory list of commissary items with minimum and maximum quantities, The iSOMS software allows for restriction of commissary items can be implemented based on race, sex or behavior.
- **Community Service** - Tracks work details including time in, time out, return time, hours credit, agency, and supervisor.
- **Document Imaging** - Users can capture or import photos and documents from external sources. Documents are stored in pdf format and photos are stored in jpeg format.
- **Electronic Signature Capture** - Captures the Inmate's Signature with Electronic Signature Pad.
- **Inmate Classification** - Classification of inmates in the detention center.
- **Inmate Education Program** - Track courses for inmates while incarcerated.
- **Inmate Medical** - Schedule nurse and doctor visits for inmates along with notes and follow-up treatments.
- **Inmate Scheduling** - Provides scheduling for the inmates.
- **Inmate Visitation** - Track inmate visitor's date and times.
- **Intake and Release** - Provides all intake and release functions, captures and maintains inmate mug shots, creates lineups, and documents inmate property at booking.
- **Jail Incident Report** - Enter Incident Reports that meet state reporting requirements and use of force submissions.
- **Pre-Book** - Allows internal or external officers to enter intake documentation of the person in custody before arrival.
- **Prescriptions** - The name of the prescription, dates of administration, directions, maximum prescription, dosage, prescription number, pharmacy, doctor, and comments.
- **Work Release** - Inmate name, work release start date, work release end date, minimum amount of money to keep, victim/payee information, total due to victim, amount open, starting pay date, ending pay date, percentage to deduct, amount to deduct and calculation of pay (net or gross). It is possible to enter write a check, generate audit reports, reconcile checks written, and print outstanding checks.



iSOMS

Property Management

- **Armory** - Manage the contents of the storage facility for arms and ammunition.
- **Fleet** - Track agency-owned or monitored vehicles.
- **Impounded Vehicles** - Maintain information about vehicles confiscated by the agency.
- **Inventory/Capital Assets** - Track items that the agency owns or has in stock.
- **Property Seizure** - Maintain information on seized property.
- **Evidence** - Track items collected. Features include:
 - Bar Code Compatibility
 - Detailed Chain of Custody
 - Evidence Reporting
 - Integrates with Case Management
 - Integrates with Incident Reports
 - Maintain Collection Records, Storage, and Destruction
 - Perform Evidence Audits
 - Storage Tracking includes: Building, Lot, Bin, Bag, Drawer, and Shelf
 - Track Checked In, Checked Out, Transferred, Returned, Pending Destruction, and Destroyed

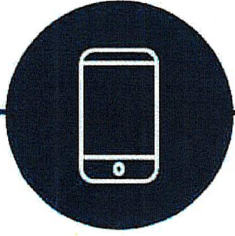


isOMS

Court

Track fines and costs along with audit reports to assist with "balancing" and verifying information. It is possible to include a computer and printer in the courtroom for immediate updates and payment processing.

- Bond Reports
- Cost Center (Traffic and DUI)
- Docket
- Fines and Cost
- Manual disbursement can be coded to any cost center
- Payments can be dispersed automatically for a single court or manually for multi-court departments
- Print Statements and Receipts
- Restitution (Individual or Multiple Victims)
- Transaction Audits
- Update Court Docket while in Court

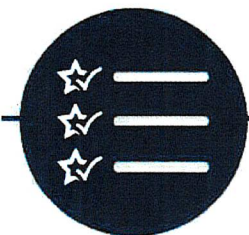


iSOMS

Mobile APP for iPhone Android

The iSOMS Mobile App can be used on both iPhone and Android devices. With the iSOMS Mobile App, officers will have a portable solution for accessing information remotely while on-the-go.

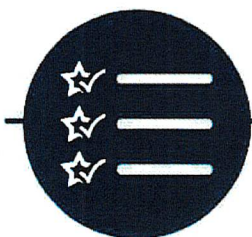
- Accounts Payable Information
- Booking Information
- Business Contact Information
- Business/Property Checks
- CAD History Tools
- CAD Unit Tools (Go On Duty, Go Off Duty, In-Service, Busy/Posted at Location and NCIC Check)
- Citations Tools
- Docket
- Employee Information
- Incident Tools
- On Duty Units
- Probation Tools
- Sex Offender information
- Tours / NFC Checks



iSOMS

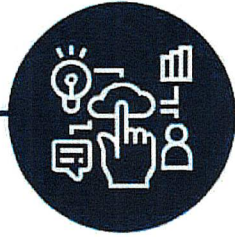
Additional Features

- **Accidents** - Accident information includes case number, date, 1045#, 1046#, department, number of vehicles involved, hit and run, fatalities, pedestrians, seatbelts, alcohol, nighttime occurrence, total number of injuries, vehicle information and citation number. The iSOMS software allows for multiple images and document imaging (TIFF or JPG Images).
- **Accounting** - Account name, type of account, department, fund, transactions and check history. Officers can set up accounts, post deposits, track checks written, and general receipts. The user can view monthly history per account broken down by debits, credits, total spent in the current year, total spent last year, variance, and total remaining. Vendor information includes name, class, and account number. Officers can generate purchase order requisitions and generate vendor reports for purchasing analysis.
- **Animal Control** - Tracking of services provided by animal control. The information includes biographical impound dates and fees, activities, billing codes, tracking, complaints, and lost and found.
- **Business Contacts** - Company name, classification, owner information, and emergency numbers. Business Contact information contains alarm information, late worker status, site notes, and comments.
- **City Stickers** - Sticker number, name, vehicle information, tag number, vehicle identification number, receipt number, amount, pay type, and generated receipt.
- **Employee Records** - Biographical information, pay information, and activity logs. Additional information includes training, contact information, professional data (date hired), vacation/comp time, salary raises, review dates, supervisor, department, assigned property, and photos. The iSOMS software allows the system administrator to maintain employee software access and employee incident information. Employee Incidents include any disciplinary action against an employee or a citizen complaint. The user can maintain information about the incident, status, findings, and action taken. The iSOMS software has password rules that are compatible with state standards as outlined by state audits.
- **Transport/Extradition** - Name, biographical information, charges, agency, contact, notice date, wavier date, pickup date, posted to board date, estimated mileage, actual mileage, trip money in, trip money out, type of trip, length of trip, officer, return date, bonding company related and final disposition.
- **Gang Activity** - Includes name, biographical data, suspected versus confirmed gang member, years, gang name, rank, primary activity location, violent offender status, convicted felon status, location of contact, vehicle, and criminal activity.



Additional Features

- **Help Desk** - Allows officers to generate a request (prefer email) outlining a concern or technical support need and track ticket numbers and questions/concerns.
- **Impounded Vehicles** - Vehicle information includes case number, date in, reason, key location, lot location, slot, vehicle information, owner information, charges, date out and release data. Charge information includes wrecker company, wrecker charges, days in the lot, storage fees, contributions, receipt number, check number, total paid, and pay type.
- **Master Name** - Biographical information, address, physical characteristics, place of birth, next of kin, special request, alias, features, incompatibles, relationships, comments, alert notes, and photos.
- **Missing Persons** - The date of entry, message key, name, biographical data, last known information, date missing, date found, features, clothing, alias, and contact information.
- **Pawned Shop Items** - Ticket number, date, shop name, shop address, value, pawned information, item, serial number, make, and model.
- **Staff Training** - Maintenance of training courses, employee training, generation of the credits lacking report, and printing of the POST report. Course information should include course title, classification, instructor, location, start date, end date, credits, cost, core, elective, reportable to POST, and required by sworn.
- **Time Keeping** - Hours worked per employee, tracking of both regular and tour of duty personnel, separation of regular time, comp time, overtime, premium overtime, premium comp time, sick pay, and holiday pay. The user should be able to produce the Payroll Liability Report and determine hours worked, earned hours, and remaining hours per employee. The officers can log into the software and access individual time sheets.
- **Wanted Persons** - The date of entry, message key, name, biographical data, last known information, date escaped, features, clothing, alias, and warrant date.
- **Security** - Various levels of security usage, such as read-only or full-access. The Superuser at your agency can determine and set permissions for each user. The iSOMS software allows your agency to maintain codes that are unique for in-house needs along with state statute codes.
- **Public Website** - Website for inmates in jail, a tip line, crime reporting, document requests, visitor requests, animals currently in shelters, sex offenders, warrants, and most wanted and missing persons. (Must have Active Website or Domain to add feature)
- **Agency Forms** - Allows for the integration of agency forms and logos and the ability for the agency to create and maintain custom forms.



iSOMS

Additional Features

iSOMS is a solution that easily interfaces with systems like Victim Notification, Commissary, and Inmate Communications to simplify agency operations. Please call to discuss interfaces because the agency needs vary. Every system and agency's needs are different. You will also need to call the other vendor to determine any cost.

Current Interfaces

- Fusion Center
- Fingerprint Equipment
- State Victim Notification
- Commissary
- Cell Check
- Phone
- Medical
- Pawn Shop
- Lexis Nexis
- Mapping
- IBRS
- Visitation
- NCIC



Trust us to provide tailored solutions for your law enforcement agency, including CAD, Records Management, and Jail Management Software. We are the experts you can rely on.

iSOMS

Please feel free to contact us if you would like to discuss anything further.

**CONTACT
TODAY**



888-644-5786



Allison@mmmicro.com
Larry@mmmicro.com

www.mmmicro.com

RESOLUTION: 9 (E)

RESOLUTION TITLE: To Approve Mayor's Signature On American Business Copiers, Inc With Addendum For Our Accounting Office

DATE: April 21, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

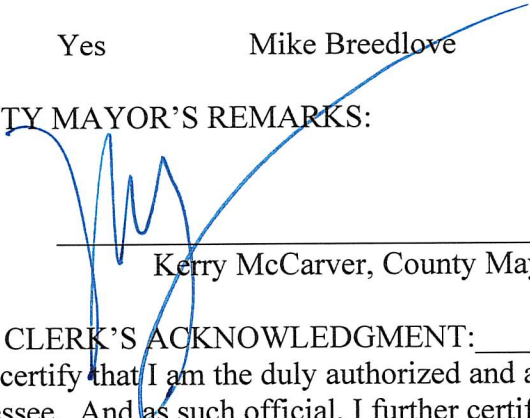
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the American Business Copiers, Inc with addendum for our Accounting office is approved.

A copy of the addendum is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.

Abbey Short
Abbey Short, County Clerk





Service and Supply Program - American Business Copiers, Inc. 15065 Lebanon Rd., Suite 101, Old Hickory, TN, 37138 615-754-2233	Page 1
	Acc. # 34564

Client Name: Cheatham County Government	Company Phone: 615-792-2037
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Equipment	Model	Serial Number	Equipment ID	Meter (BK/CLR)
Canon	IR4935	4PA08727	2738	(70/0)

Effective Beginning: 04/01/2025	Effective Ending: 04/01/2026
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Our Responsibility: American Business Copiers Inc. agrees to service the above equipment, model(s), and serial(s) listed and will provide any/all supplies necessary for normal operation, excluding paper and staples (available for an additional cost).

Inclusions: The service and supply program includes all toners, preventative maintenance, service calls, parts, and labor. It also includes the photoreceptive drum units and their installation. Participants in the service and supply program are eligible to participate in the loaner system protection plan at no additional cost.

Base Minimum Charge	\$30.00	Participants of the service and supply program shall be limited to normal use of the equipment, model, and serial listed above. Any damages/repairs caused by negligent or abusive use shall be charged in addition to this contract. Any pre-existing defects of equipment, unless noted and accepted by ABC Inc., shall not be covered under this contract. An inspection of the equipment is required before a service agreement is approved. Additional terms on page 2.
Copy Allowance (Black)	3,000	
Copy Allowance (Color)	N/A	
Per Copy Overage (Black)	\$.01	
Per Copy Overage (Color)	N/A	
Billing Cycle	Monthly	

Client Acceptance	Office Acceptance
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Service and Supply Program - Terms and Conditions

Page 2

Modifications: Without the prior written consent of ABC Inc., Client shall not make any alterations, or improvements to the serviced equipment. Client shall be charged for servicing of any Client made modifications, attachments, accessories, or servicing necessitated by or because of such modifications, attachments of accessories, or the installation hereof, and regardless of such parts or equipment are necessitated by the acts or omissions of Client. Client agrees to provide suitable electric service for the operation of the serviced equipment.

Indemnification: Client is responsible for any losses, damages, penalties, claims, suits, and actions caused by or related to the installation, ownership, maintenance, use, rental, possession, third-party relocation of equipment, or delivery of the serviced equipment. Client agrees to operate the serviced equipment in conformance with manufacturer specifications and respect to all laws, ordinances, and regulations.

Records: Client agrees to promptly notify American Business Copiers, Inc. in writing if their serviced equipment address changes or if their business name or business ownership structure changes. Client understands that a change of address during the agreement term may result in an adjustment of their current service contract. ABC Inc. reserves the right to discontinue the agreement as a result of Client relocation, if it is deemed that the Client has relocated out of service area for American Business Copiers, Inc.

Cancellation: The service and supply program agreement cannot be cancelled by the Client during the effective period or subsequent renewal periods. ABC Inc., at its option, may terminate this agreement without prior notice upon breach by Client of any stated terms and conditions, failure to pay invoices within twenty one (21) days of receipt, or if the equipment has been altered or tampered with. Client agrees to pay all costs and expenses, including reasonable attorney's fees, relating to the enforcement of preservation of ABC's rights under this agreement, together with late charges for any unpaid amounts due thereunder at the rate of 5% per month, or as allowed by applicable law.

Renewal: The agreement will automatically renew for an additional year if a cancellation notice is not received in writing at our principal address, 15065 Lebanon Rd., Suite 101, Old Hickory, TN, 37138 at least thirty (30) days before the expiration of the initial term or renewal term. We reserve the right to adjust the terms of the original service agreement during the initial renewal period or subsequent renewal periods.

Alteration: This agreement cannot be altered or amended except pursuant to an instrument in writing signed by all parties hereto provided; however, any agreement containing variation from the printed terms herein must be accepted and countersigned by a corporate officer of ABC Inc.

www.americanbusinesscopiers.com

"Next-Gen Technology Solutions for the Modern Business"

Canon

AUTHORIZED DEALER

ADDENDUM

This Addendum is executed this the ____ day of _____ 2025 by and between **Cheatham County, Tennessee** ("County") and **American Business Copiers Inc.** ("Vendor")

1. Order of Precedence. County and Vendor have entered or are entering into an agreement for goods and/or services. This Addendum modifies such agreement and shall control over any contrary terms in the agreement and any other contract or document the parties have previously executed or hereafter execute. No document provided by Vendor shall control over the terms herein unless it specifically amends this Addendum, and such document is executed by both parties with proper authorization. This Addendum contains terms material to the agreement and the County is only authorized to enter into the agreement in conjunction with this Addendum.
2. Maximum Contract Term. The total term of the agreement, including extensions or renewals, shall not exceed five (5) years. In the event products or services continue to be provided following the expiration of the agreement, the County shall have the right to terminate the relationship upon giving thirty (30) days' notice. The County shall remain liable for products and services actually provided through the date of termination. The foregoing shall not be interpreted to prevent the parties from entering into sequential agreements that cumulatively exceed five (5) years.
3. Indemnification. In no event will the County indemnify or hold Vendor harmless from or against claims and/or damages, however defined, regardless of the nature of the liability, claim, or expense.

VENDOR

CHEATHAM COUNTY

RESOLUTION: 9 (F)

RESOLUTION TITLE: To Approve Mayor's Signature On Securus Contract For The Jail

DATE: April 21, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

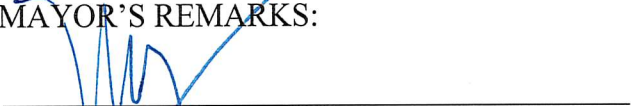
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Securus contract for the Jail is approved.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.




Abby Short, County Clerk

MBB
4-8-2025



Master Services Agreement CHEATHAM COUNTY, TN

This Master Services Agreement (this "Agreement") is by and between Cheatham County, TN ("Customer") and Securus Technologies, LLC ("Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) between the parties and is effective as of the last date signed by either party (the "Effective Date").

WHEREAS, the parties agree that Provider will deploy certain products and services according to the terms and conditions herein and in the attached Schedule(s), which are incorporated by reference.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which Provider will provide certain software, hardware, systems, and services (collectively, the "Application(s)") to Customer. Additional Application-specific terms and conditions are stated in one or more schedules to this Agreement (the "Schedule(s)"), which are incorporated herein by this reference and subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the Schedule will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that Provider may implement in its discretion, but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries or affiliates of Provider, the terms of this Agreement apply with equal effect to those parties.

2. Term. The Agreement begins on the Effective Date and ends ⁶⁰ ~~12~~ months thereafter (the "Initial Term"). ~~Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for successive periods of 12 months each.~~ The terms and conditions of this Agreement will continue to apply for so long as Provider continues to provide the Applications to Customer after the expiration or earlier termination of this Agreement.

3. Compensation and Cost. The compensation and cost for each Application, if any, is stated in the Schedules. Prices and costs are exclusive of any taxes, tariffs, or fees. If applicable, for Applications paid for via commission deductions, in any given month, if commissions earned are less than the Application's monthly cost, then Customer may be sent an invoice for the remaining amount. Unless stated otherwise in a Schedule, all invoices will be due and payable within 30 days after the invoice date. Provider reserves the right to charge interest on overdue invoices at the lower of (a) 15% per annum or (b) the maximum rate allowed by law, and to deduct any unpaid invoice balance plus any accrued interest from any amounts owed to Customer by Provider until Provider is paid in full. To the extent permitted by applicable law and regulation, Provider reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published. Notwithstanding the foregoing limitation on price increases, Provider reserves the right to increase prices upon 30 days' notice in the event of a cost increase that exceeds 3% of Provider's current costs directly related to the provision of Applications under this Agreement.

4. Ownership of Applications and Grant of License to Customer. Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "Customer License").

5. Additional Terms of Customer License. In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties without Provider's knowledge; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile,

- c. Express Warranty for Services provided. Provider warrants that the Services will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the Services. Should any errors or omissions arise in the rendering of the Services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in the Section immediately below.
- d. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION OR A SCHEDULE OF THIS AGREEMENT, THE HARDWARE AND SERVICES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

10. Service Level Agreement. Provider will provide service for the Applications as specified at <https://securustechologies.tech/servicelevelagreement/>.

✓ 11. Customer's Compliance With Applicable Laws. For Applications that allow Customer to monitor, record, investigate, or analyze communications, Customer represents and warrants that it will operate such Applications in compliance with all applicable laws, and Provider makes no representation or warranty as to the legality of such actions. ~~To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of Customer's non-compliance with applicable laws.~~ Customer may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. Customer acknowledges and agrees that Customer has the sole discretion, authority, and responsibility to designate certain communications as Private, and that Provider has no discretion, authority, or responsibility to make such designations, unless done so at Customer's instruction. ~~Further, to the fullest extent allowed by applicable law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of the recording or monitoring of communications that Customer should have but failed to designate as Private.~~

✓ 12. Confidentiality. The Applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without Provider's prior written consent. If Customer receives a request for disclosure of Confidential Information or CPNI pursuant to a freedom of information act or another state statute equivalent, Customer agrees to promptly notify Provider in writing so Provider may assert any rights to non-disclosure under the applicable law.

13. Defense of Claim. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to operation of the Applications (a "Claim"). Provider has the right, in its sole and exclusive discretion, to defend any such Claim at Provider's sole cost, expense, and discretion. Customer agrees not to compromise or settle any such Claim without Provider's prior written consent. Customer acknowledges and agrees to assist Provider with the defense of any such Claim.

✓ ~~14. Indemnity. TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS AND DAMAGES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEYS' FEES), WHICH THE INDEMNIFIED PARTY OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES MAY INCUR OR SUFFER THAT ARE CAUSED BY THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.~~

15. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 30 day period, but only if the defaulting party diligently pursues to cure the default in

Title: _____

Date: _____

Customer's Notice Address:

~~400 Public Square~~

~~Ashland City, TN 37015~~

264 South Main St.
Ashland city, TN
37015

Title: _____

Date: _____

Provider's Notice Address:

5360 Legacy Drive, Suite 300

Plano, Texas 75024

Attention: General Counsel

Provider's Payment Address: Same Address as Above,

Attention: Accounts Receivable

Please return signed contracts to the same address
as above. Attention: Contracts Administrator

made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

TABLETS TERMS AND CONDITIONS:

Customer Warranty. Customer represents and warrants that it will not provide tablets to incarcerated end users whom Customer knows, or has reason to know, pose a threat to other incarcerated end users or facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

Tablet Warranty and Inventory Addendum. The Tablet Inventory Addendum attached to this Agreement is incorporated to the terms and conditions of this Agreement by this reference.

Nature of Premium Content Service. Customer understands and acknowledges that premium content is rented and available only for the duration of an incarcerated end user's incarceration at the facility and will not be made available upon the incarcerated end user's release. Content is subject to availability and subject to change.

Use of Investigator Pro and Earbuds. Customer further understands and acknowledges that, in instances where incarcerated end user telephone calls originate from Tablets, Investigator Pro™ has only been tested with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer may forgo the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

Disclaimer of Warranties. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR END USER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

~~Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S OR INCARCERATED END USER'S MISUSE OF THE TABLETS.~~

EMESSAGING

Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an incarcerated end user. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

Type of Message (When Available)	Number of Stamps	Notes
Text Message	1 stamp per message	
Photo Attachments	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard Attachments	1 stamp per eCard	Limit of 5 eCards per eMessage
Snap and Send	1 stamp per message	Single photo with no text
VideoGram	3 stamps per VideoGram	
Prepaid Reply	1 stamp per reply	Only 1 reply per message allowed

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access.

Digital Mail Center service and software allows authorized Provider staff or authorized Customer staff to scan certain physical mail and electronically deliver it to incarcerated end users. Through Digital Mail Center, authorized staff can (1) view, approve, reject, and manage scanned mail; (2) set alerts when specific recipients receive mail; and (3) review audit logs of activity associated with the Digital Mail Center for increased administrative oversight.

Customer Processed / Provider Delivered – Customer is solely responsible for the initial processing of physical mail, its conversion into electronic form, and approval for delivery to the intended recipient as well as any associated costs. Provider will furnish the software used to scan the physical mail into electronic form. Once the physical mail is scanned and approved for delivery, the software will automatically distribute the electronic version of the mail as agreed by Customer and Provider.

Provider Processed and Delivered – Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail as agreed by Customer and Provider. Provider will not scan any items that are not reasonably susceptible to scanning (such as boxes, books, stapled papers, publications, money orders, or other such materials which do not consist of printed correspondence on a two-dimensional page). Customer will inform recipients and friends and family about this restriction and the general process of the Digital Mail Service. If Provider receives such items, they will be returned to their sender. If Provider receives mail addressed to a recipient no longer at Customer's facility, such mail will be returned to its sender. At Customer's option and expense, physical mail may either be destroyed after 30 or 60 days or forwarded to Customer. If Customer elects to withhold mail from delivery to a recipient or directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the recipient and the sender of such actions as may be legally required.

Neither Provider nor Customer will process any mail through Digital Mail Center that originates from an attorney's office or is otherwise legally private or privileged. If Provider receives mail originating from an attorney's office or other private/privileged establishments, Provider will return it to its sender.

All electronic information associated with the mail, including sender name, time, date, and address along with the scanned images will be stored for the Term of the Agreement.

Digital Mail Center Cost. Provider will invoice Customer \$7,728.00, plus applicable taxes and fees, annually for the provision of this Application. Invoices are due and payable 30 days from invoice date.

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

1. Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").

2. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. ~~To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of Customer's non-compliance with applicable laws.~~

3. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.

4. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that

all information used and obtained in connection with such Selected Applications is provided "AS IS." Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the facility(ies).

5. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.

6. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED \$10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

✓ 7. Indemnification. ~~TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S USE OF THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.~~

RESOLUTION: 10 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On Fire Contract With Ashland City As Amended

DATE: April 21, 2025

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Randy Noe

COMPLETED RESOLUTION:

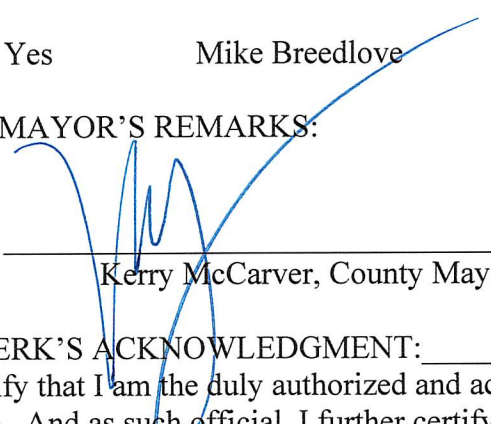
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Fire contract with Ashland City as amended by prohibiting mail-out solicitations to any property owner that has paid the required fire tax is approved.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.



Abby Short, County Clerk



CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the Town of Ashland City, a municipal corporation (hereinafter referred to as "Town") acting by and through the Ashland City Fire Department ("ACFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with Town to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for ACFD. Such referenced area shall hereinafter collectively be referred to as the "Ashland City Rural Fire District"; and

WHEREAS, Town has agreed to provide fire protection, emergency medical first responder and rescue services for the Ashland City Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The Town will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Ashland City Rural Fire District
2. The Town will answer fire, medical first responder and rescue service calls in the Ashland City Rural Fire District will, to the best of the Town's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any special service function.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Ashland City Rural Fire District.
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the Town to provide fire protection, emergency medical first responder and rescue services in the Ashland City Rural Fire District.
 - B. In addition, Town response and supplement response as specified in Cheatham County Dispatch Guidelines on calls within the Pleasant View Rural Fire District as such is designated in Exhibit A.
 - C. The Emergency Service Number ("ESN") in the County's E-911 system will be configured

so that ACFD is the first responder to incidents requiring dispatch in the following area without regard to the otherwise applicable fire district: Hwy 49 E from Cuniff Drive to Sycamore Creek, Valley View Road from Bandy Road to the Davidson County line and all roads in that span, (Henley Road, Lisa Lane, Wanda Lane, Allen Lane, and Biota Trail) and all life threatening calls on the Cumberland River inside of Cheatham County.

5. The County shall compensate the Town for the fire protection, emergency medical first responder and rescue services as set forth in Exhibit B attached hereto, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract.
6. The County will additionally reimburse the Town for staffing at a specified fire station or stations in the amounts and subject to the terms set forth in Exhibit C attached hereto.
7. In addition to the fees set forth above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a.	Ashland City Fire Department	\$55,000.00
b.	Kingston Springs Fire Department	\$27,500.00
c.	Pegram Fire Department	\$27,500.00
d.	Pleasant View Fire Department	\$55,000.00
e.	Fire Association	\$35,000.00
TOTAL		\$200,000.00

8. It is expressly understood that the Town has a combination of municipal personnel and volunteer firefighters comprising its fire department. No guarantee as to the level of service within the Ashland City Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the Town's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the Town, or other fire department officer in charge, not to respond to a fire call or special service call in the Ashland City Rural Fire District because of an existing emergency within the city limits of Ashland City shall be final. However, the Chief of the Town or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Ashland City Rural Fire District.
9. The Town shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Ashland City Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the Town.

10. The County will make no claim against the Town for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, employees, or volunteers of the Town or its fire department.
11. The Town will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue services calls or special service function call of the County. If required by law, the Town will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The Town releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The Town shall maintain liability insurance in an amount equal to the limits of liability established by the Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunity, defenses or tort liability limits that the Town may have under TGTLA or other applicable law.
12. The Town shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor 30 days of its receipt by the Town.
13. The Town will not charge or solicit any donation, subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Ashland City Rural Fire District.
14. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The Town acknowledges that it has received and is in possession of said plan.
15. In keeping with the best interest of its organization and the fire districts it serves, ACFD will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant programs for these purposes.
16. The Town shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
17. The Town shall comply with all State of Tennessee training laws pertaining to fire departments.
18. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding to provide for policies, procedures and protocol for the Town to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
19. The Town shall generate an incident report for each call answered and shall submit it to the State

of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.

20. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.
21. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and Town may renew this contract for an additional term provided, however, the parties will negotiate any increase in the fees paid to the Town.
22. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the Town Mayor/Town Council of the Town of Ashland City, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

TOWN OF ASHLAND CITY

CHEATHAM COUNTY

Gerald Greer, Mayor

Kerry McCarver, County Mayor

Exhibit A

Map of Fire Department Service Areas

Exhibit B

Service Fee

ASHLAND CITY FIRE DEPARTMENT

1. Service Fee from County to Ashland City for Fire & Rescue Service

Period		Service Fee
July 1, 2025 – June 30, 2026		\$247,677.79
July 1, 2026 – June 30, 2027		\$255,108.12
July 1, 2027 – June 30, 2028		\$262,761.36
July 1, 2028 – June 30, 2029		\$270,644.20

The above reflects a 3.0% Annual Increase

2. Annual Distribution from the County Fire Chief to Ashland City

July 1, 2025 – June 30, 2026 \$ 55,000.00

July 1, 2026 – June 30, 2027 \$ 55,000.00

July 1, 2027 – June 30, 2028 \$ 55,000.00

July 1, 2028 – June 30, 2029 \$ 55,000.00

3. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

4. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit C

Ashland City Staffing Reimbursement

Station(s) to be staffed: 2857 Petway Road, Ashland City, Tennessee

Firefighter positions to be provided: 2

Maximum Reimbursement:

Period	Maximum Reimbursement
July 1, 2025 – June 30, 2026	\$167,200.00
July 1, 2026 – June 30, 2027	\$189,430.00
July 1, 2027 – June 30, 2028	\$211,660.00
July 1, 2028 – June 30, 2029	\$233,890.00

Terms:

1. Town will hire or maintain such employees as necessary to provide the equivalent of two (2) firefighters positions to reduce response times in the Ashland City Rural Fire District during the times specified herein. The staffing provided under this agreement may be stationed at either the Petway Road Station or the Town's fire station located at 200 Marrowbone Lane, Ashland City, Tennessee ("Fire Station 2") as determined by Town to best reduce response times in the Ashland City Rural Fire District with the understanding that the employees will be utilized at the best location based on calls, training and emergency situations that may arise. However, a sufficient number of employees to respond to calls will be stationed at the Petway Road Station for a minimum number of shifts each week alternating as follows: three (3) shifts in one week and two (2) shift the next week. For the avoidance of doubt, the parties agree that this means the minimum number of shifts at the Petway Station will alternate between three (3) shifts and two (2) shifts on a weekly basis. The Chief Officer of the Ashland City Fire Department may also temporarily move the employees to another location for the purposes of training, resupply, and emergency standby coverage. The town may employee such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.
2. The staffing will be scheduled to provide coverage in twelve-hour shifts Monday through Sunday and the Town will have the discretion to determine the beginning and end of the coverage period to provide the most effective coverage.
3. All employees hired by Town to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse Town its actual staffing costs for the equivalent of two firefighter positions for up to 60 hours per position per week. Actual staffing costs will include wages, Social Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation Insurance

premiums and may include medical insurance and retirement contributions for qualifying employees. Town will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.

5. All funds payable under this Exhibit C are subject to annual appropriation by the Cheatham County Legislative Body. If during any budget year the appropriated funding is insufficient to cover the actual staffing costs, Town may proportionately reduce the weekly coverage hours to the level of funding available.
6. The County will reimburse Town quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of Town's reimbursement request.
7. Town will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of Town and will not be considered employees of the County. Town will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The staffing reimbursement described in this Exhibit C may be terminated by either party by giving not less than sixty (60) days' advance notice.

RESOLUTION: 10 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On Fire Contract With Pegram As Amended

DATE: April 21, 2025

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Randy Noe

COMPLETED RESOLUTION:

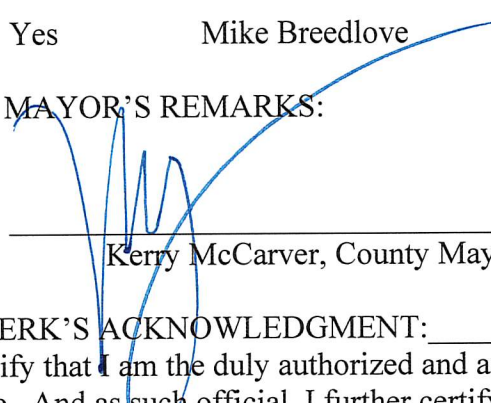
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Fire contract with Pegram as amended by prohibiting mail-out solicitations to any property owner that has paid the required fire tax is approved.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:




Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.


Abby Short, County Clerk



CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of June 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and Town of Pegram, a municipal corporation (hereinafter referred to as "Town").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 et seq.; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with Town to provide fire protection, emergency medical first responder and rescue services for the areas in the County which is described as follows:

- A. The area within and comprising the corporate limits of the Town of Pegram which shall be referred to as the "Pegram City Fire District."
- B. The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for Town. Such referenced area shall be referred to as the "Pegram Rural Fire District"

The Pegram City Fire District and the Pegram Rural Fire District shall be collectively referred to as the "Pegram Fire Districts."

WHEREAS, Town has agreed to provide fire protection, emergency medical first responder and rescue services for the Pegram Fire Districts.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The Town will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Pegram Fire Districts.
2. The Town will answer fire protection, emergency medical first responder and rescue calls in the Pegram Fire Districts area and will, to the best of the Town's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any fire protection, emergency medical first responder and rescue services.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Pegram Fire Districts:
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the Town to provide fire protection, emergency medical first responder and rescue services in the Pegram Fire Districts.

5. The County shall compensate the Town for the fire protection, emergency medical first responder and rescue services as set forth in Exhibit B, the terms of which are incorporated herein by reference, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract. Any payment not received within ten (10) days of a payment due date is subject to a late fee penalty in the amount of two percent (2%) of the payment amount.
6. The County will additionally reimburse the Town for staffing at a specified fire station or stations in the amounts and subject to the terms set forth in Exhibit C attached hereto.
7. In addition to the fees set forth above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a.	Ashland City Fire Department	\$55,000.00
b.	Kingston Springs Fire Department	\$27,500.00
c.	Pegram Fire Department	\$27,500.00
d.	Pleasant View Fire Department	\$55,000.00
e.	Fire Association	\$35,000.00
	TOTAL	\$200,000.00

8. It is expressly understood that the Town has a volunteer fire department. No guarantee as to the level of service within the Pegram Fire Districts shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the Town's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the Town, or other fire department officer in charge, not to respond to a fire, emergency medical first responder or rescue service call in the Pegram Fire Districts because of an existing emergency within the Pegram Rural Fire District, if any, shall be final. However, the Chief of the Town or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for existing emergencies within the Pegram Fire Districts.
9. The Town shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Pegram Fire Districts. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the Town.
10. The County will make no claim against the Town for loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue

service call(s), including, but not limited to, any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, employees, or volunteers of the Town or its fire department.

11. The Town will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue service call(s) of the County. The Town will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The Town releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The Town shall maintain liability insurance in an amount equal to the limits of liability established by the Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunities, defenses or tort liability limits that the Town may have under TGTLA or other applicable law.
12. The Town shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor within 30 days of its receipt by the Town.
13. The Town will not charge any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Pegram Fire Districts (does not include fund raising and/or charitable contributions).
14. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The Town acknowledges that it has received and is in possession of said plan.
15. The Town shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
16. The Town shall comply with all State of Tennessee training laws pertaining to fire departments.
17. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding will provide for policies, procedures and protocol for the Town to render emergency medical care and responses, wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
18. The Town shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated§ 68-102-111.
19. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the

termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor. Notice to the Town shall be sent to the Town Mayor care of the Pegram Town Hall.

20. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and Town may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase in the primary service fee.
21. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the Town of Pegram Board of Mayor and Aldermen, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

TOWN OF PEGRAM

CHEATHAM COUNTY

Charles Morehead, Town Mayor

Kerry McCarver, County Mayor

EXHIBIT A
Map of Fire Department Service Areas

Exhibit B

PEGRAM FIRE DEPARTMENT

1. Annual Service Fee from County to Pegram for Fire & Rescue Service within the Pegram Fire Districts

Period		Service Fee
July 1, 2025 – June 30, 2026		\$269,416.71
July 1, 2026 – June 30, 2027		\$277,499.21
July 1, 2027 – June 30, 2028		\$285,824.00
July 1, 2028 – June 30, 2029		\$294,399.00

The above represents a 3% Annual Increase.

2. Annual Distribution from the County Fire Chief to Pegram

July 1, 2025 – June 30, 2026 \$ 27,500.00

July 1, 2026 – June 30, 2027 \$ 27,500.00

July 1, 2027 – June 30, 2028 \$ 27,500.00

July 1, 2028 – June 30, 2029 \$ 27,500.00

3. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

4. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount

EXHIBIT C

Pegram Staffing Reimbursement

Station(s) to be staffed: Station 2, 1500 Little Pond Creek Road, Pegram, Tennessee

Firefighter positions to be provided: 2

Maximum Reimbursement:

Period	Maximum Reimbursement
July 1, 2025 – June 30, 2026	\$133,632.00
July 1, 2026 – June 30, 2027	\$137,641.00
July 1, 2027 – June 30, 2028	\$141,770.00
July 1, 2028 – June 30, 2029	\$146,023.00

Terms:

1. Town will hire or maintain such employees as necessary to provide the equivalent of two (2) firefighters positions on duty to reduce response times in the Pegram Rural Fire District during the times specified herein. The staffing provided under this agreement may be stationed as determined by Town to best reduce response times in the Pegram Rural Fire District but will be stationed at Station 2, 1500 Little Pond Creek, Pegram, Tennessee at least every other week. The town may employ such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.
2. The staffing will be scheduled to provide twelve (12) hours of coverage from 6:00 a.m. to 6:00 p.m. Monday through Friday except that Town will have the discretion to shift the beginning and end of the coverage period to provide the most effective coverage. The County reserves the right to require the staffing to be provided from 6:00 a.m. to 6:00 p.m. if necessary to lower or preserve the ISO rating.
3. All employees hired by Town to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse Town its actual staffing costs for the equivalent of two firefighter positions for up to sixty (60) hours per position per week. Actual staffing costs will include wages, Social Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation Insurance premiums and may include medical insurance and retirement contributions for qualifying employees. Town will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.
5. All funds payable under this Exhibit C are subject to annual appropriation by the Cheatham County Legislative Body. If during any budget year the appropriated funding is insufficient to cover the

actual staffing costs, Town may proportionately reduce the weekly coverage hours to the level of funding available.

6. The County will reimburse Town quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of Town's reimbursement request.
7. Town will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of Town and will not be considered employees of the County. Town will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The staffing reimbursement described in this Exhibit C may be terminated by either party by giving not less than sixty (60) days' advance notice.

RESOLUTION: 10 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On Fire Contract With Pleasant View As Amended

DATE: April 21, 2025

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Randy Noe

COMPLETED RESOLUTION:

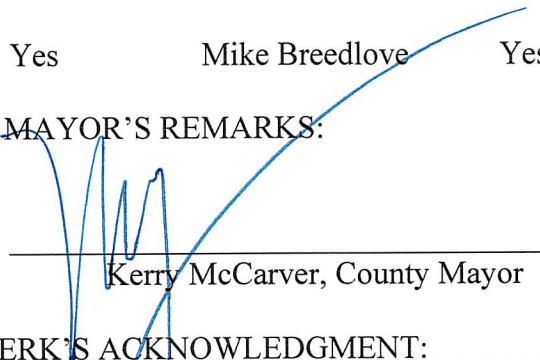
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Fire contract with Pleasant View as amended by prohibiting mail-out solicitations to any property owner that has paid the required fire tax is approved.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

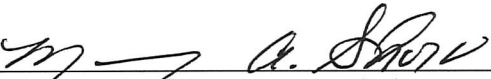


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.



Abby Short, County Clerk



CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the Pleasant View Volunteer Fire Department, a non-profit Tennessee corporation (hereinafter referred to as "PVVFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with PVVFD to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for PVVFD. Such referenced area shall hereinafter collectively be referred to as the "Pleasant View Rural Fire District"; and

WHEREAS, PVVFD has agreed to provide fire protection, emergency medical first responder and rescue services for the Pleasant View Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The PVVFD will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Pleasant View Rural Fire District.
2. The PVVFD will answer fire protection, emergency medical first responder and rescue service calls in the Pleasant View Rural Fire District area and will, to the best of the PVVFD's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any special service function.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Pleasant View Rural Fire District.
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the PVVFD to provide fire protection, emergency medical first responder and rescue services in the Pleasant View Rural Fire District.
 - B. The Emergency Service Number ("ESN") in the County's E-911 system will be configured so that Ashland City Fire Department is the first responder to incidents requiring dispatch in the following area without regard to the otherwise applicable fire district: Hwy 49 E from Cuniff Drive to Sycamore Creek and on Valley View Road from

Bandy Road to the Davidson County line and all roads off in that span (Henley Road, Lisa Lane, Wanda Lane, Allen Lane, and Biota Trail).

5. The County shall compensate the PVVFD for the fire protection, emergency medical first responder and rescue services provided herein. The amount of compensation is set forth in Exhibit A, with one-half being paid on or before January 15 of each year of this contract and the remaining one-half being paid on or before March 15 of each year of this contract.
6. In addition to the primary service fee set forth in paragraph 4 above, the County agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$55,000.00
b. Kingston Springs Fire Department	\$27,500.00
c. Pegram Fire Department	\$27,500.00
d. Pleasant View Fire Department	\$55,000.00
e. Fire Association	\$35,000.00

TOTAL	\$200,000.00
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7. It is expressly understood that the PVVFD is a combination career/volunteer fire department. No guarantee as to the level of service within the Pleasant View Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the PVVFD's response to other calls, shall not be taken as a breach of this agreement. The Chief of the PVVFD or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Pleasant View Rural Fire District.
8. PVVFD shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Pleasant View Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the PVVFD.
9. The County will make no claim against the PVVFD for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, or volunteers of the PVVFD.
10. The PVVFD will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from PVVFD's response to a fire protection, emergency medical first responder and rescue services calls or special service function call of the County. If required by law, the PVVFD will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The PVVFD holds

harmless and releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its agents or volunteers in responding to calls for the County. The PVVFD shall maintain liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).

11. The PVVFD shall cause to be conducted an annual audit of its accounts for the prior year. Said audit shall be performed by a licensed or certified auditor and a copy of said audit shall be furnished to the County Mayor 30 days of its completion.
12. The PVVFD will not charge or solicit any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Pleasant View Rural Fire District. Any solicitation for donations to the PVVFD within the Pleasant View Rural Fire District shall prominently disclose that the services provided by PVVFD are funded by County taxes levied for that purpose and all donations are purely voluntary. PVVFD shall provide a copy of any solicitation for donations to residents of the Pleasant View Rural Fire District to the County Fire Chief at least two (2) weeks prior to distribution and the County reserves the right to issue public communications to further clarify the voluntary nature of any donations.
13. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan. The PVVFD acknowledges that it has received and is in the possession of said plan.
14. In keeping with the best interest of its organization and the fire districts it serves, PVVFD will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant programs for these purposes.
15. The PVVFD shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
16. The PVVFD shall comply with all State of Tennessee training laws pertaining to fire departments.
17. Upon full execution of this contract, and during the term hereof, PVVFD, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding to provide for policies, procedures and protocol for PVVFD to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
18. The PVVFD shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.
19. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be sent via certified mail, return receipt requested.

Notice to the County shall be sent to the Office of the County Mayor.

20. Should the PVVFD become insolvent/and or close the Fire Department, the County reserves the right to purchase the assets and the liabilities within Cheatham County of the PVVFD so as to continue to provide fire and emergency services to the community.
21. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and the PVVFD may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase of the service fee paid to PVVFD.
22. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

PLEASANT VIEW VOLUNTEER FIRE
DEPARTMENT

CHEATHAM COUNTY

Board Chairman

Kerry McCarver, County Mayor

Pleasant View Fire Chief

Exhibit A
Map of Fire Department Service Areas

Exhibit B

PLEASANT VIEW FIRE DEPARTMENT

1. Annual Service Fee from County to Pleasant View for Fire & Rescue Service within the Pleasant View Rural Fire District

Period		Service Fee
July 1, 2025 – June 30, 2026		\$544,875.71
July 1, 2026 – June 30, 2027		\$561,221.98
July 1, 2027 – June 30, 2028		\$578,058.64
July 1, 2028 – June 30, 2029		\$595,400.40

The above represents a 3% Annual Increase

2. Annual Distribution from the County Fire Chief to Pleasant View (See paragraph 6 of the contract)

July 1, 2025 – June 30, 2026 \$ 55,000.00

July 1, 2026 – June 30, 2027 \$ 55,000.00

July 1, 2027 – June 30, 2028 \$ 55,000.00

July 1, 2028 – June 30, 2029 \$ 55,000.00

7. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

8. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit C
Pleasant View Volunteer Fire Department Staffing Reimbursement

Station(s) to be staffed:

Firefighter positions to be provided: 4

Maximum Reimbursement:

Period		Maximum Reimbursement
July 1, 2025 – June 30, 2026		\$220,000.00
July 1, 2026 – June 30, 2027		\$240,000.00
July 1, 2027 – June 30, 2028		\$260,000.00
July 1, 2028 – June 30, 2029		\$280,000.00

Terms:

1. PVVFD will hire or maintain such employees as necessary to provide the equivalent of four (4) firefighters positions on duty to reduce response times in the Pleasant View Rural Fire District during the times and at the locations specified herein. Two (2) of the firefighters shall be stationed at "Station 6" located at 1798 Mosely Ferry Road and two (2) of the firefighters shall be stationed at "Station 2" located at 1115 Jackson Felts Road. Each station shall be staffed to provide two (2) firefighters on duty for twelve (12) hours per day Monday through Friday during the hours of 6:00 a.m. and 6:00 p.m.
2. PVVFD shall have the discretion to shift the beginning and end of the staffing schedule to provide the most effective coverage. The County reserves the right to require the staffing be provided from 6:00 a.m. to 6:00 p.m. if necessary to lower or preserve the ISO ratings within the Pleasant View Rural Fire District. Nothing in this Exhibit C shall limit the ability of the firefighters in Station 2 and Station 6 to respond to calls anywhere within the PVVFD's service area or to provide mutual aid to other emergency services providers. PVVFD may also temporarily move the employees to another location for the purposes of training, resupply, and emergency standby coverage. The PVVFD may employ such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.
3. All employees hired by PVVFD to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse PVVFD its actual staffing costs for the equivalent of two firefighter positions for up to 60 hours per position per week. Actual staffing costs will include wages, Social Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation Insurance premiums and may include medical insurance and retirement contributions for qualifying employees. PVVFD will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.

5. All funds payable under this Exhibit C are subject to annual appropriation by the Cheatham County Legislative Body. If during any budget year the appropriated funding is insufficient to cover the actual staffing costs, PVVFD may proportionately reduce the weekly coverage hours to the level of funding available.
6. The County will reimburse PVVFD quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of PVVFD's reimbursement request.
7. PVVFD will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of PVVFD and will not be considered employees of the County. PVVFD will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The staffing reimbursement described in this Exhibit C may be terminated by either party by giving not less than sixty (60) days' advance notice.

RESOLUTION: 10 (D)

RESOLUTION TITLE: To Approve Mayor's Signature On Fire Contract With Kingston Springs As Amended

DATE: April 21, 2025

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Randy Noe

COMPLETED RESOLUTION:

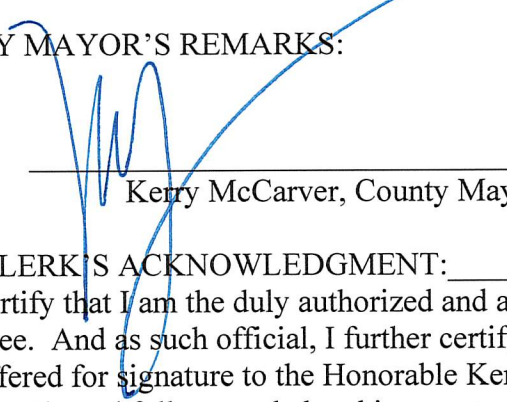
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Fire contract with Kingston Springs as amended by prohibiting mail-out solicitations to any property owner that has paid the required fire tax is approved.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

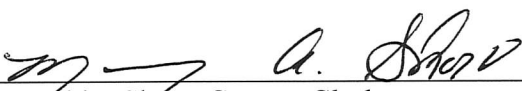


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.



Abby Short, County Clerk



CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and Town of Kingston Springs, a municipal corporation (hereinafter referred to as "Town").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with Town to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for Town. Such referenced area shall hereinafter collectively be referred to as the "Kingston Springs Rural Fire District"; and

WHEREAS, Town has agreed to provide fire protection, emergency medical first responder and rescue services for the Kingston Springs Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The Town will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Kingston Springs Rural Fire District.
2. The Town will answer fire, emergency medical first responder and rescue service calls in the Kingston Springs Rural Fire District area and will, to the best of the Town's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any fire protection, emergency medical first responder and rescue services.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Kingston Springs Rural Fire District:
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the Town to provide fire protection, emergency medical first responder and rescue services in the Kingston Springs Rural Fire District.
5. The County shall compensate the Town for fire protection, emergency medical first responder and rescue services as set forth in Exhibit B, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract.

6. The County will additionally reimburse the Town for staffing at a specified fire station or stations in the amounts and subject to the terms set forth in Exhibit C attached hereto.
7. In addition to the fees set forth, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed by the County Fire Chief to the various Fire Departments and the Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$55,000.00
b. Kingston Springs Fire Department	\$27,500.00
c. Pegram Fire Department	\$27,500.00
d. Pleasant View Fire Department	\$55,000.00
e. Fire Association	\$35,000.00

TOTAL	\$200,000.00
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8. It is expressly understood that the Town is a volunteer fire department. No guarantee as to the level of service within the Kingston Springs Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the Town's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the Town, or other fire department officer in charge, not to respond to calls in the Kingston Springs Rural Fire District because of an existing emergency within the Town's limits of Kingston Springs shall be final. However, the Chief of the Town or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for existing emergencies within the Kingston Springs Rural Fire District.
9. The Town shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Kingston Springs Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the Town.
10. The County will make no claim against the Town for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, employees, or volunteers of the Town or its fire department.
11. The Town will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue service calls of the County. The Town will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The Town releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The Town shall maintain liability insurance in an amount equal to the limits of liability established by the

Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunities, defenses or tort liability limits that the Town may have under TGTLA or other applicable law.

12. The Town shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor 30 days of its receipt by the Town.
13. The Town will not charge or solicit any donation, subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Kingston Springs Rural Fire District.
14. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The Town acknowledges that it has received and is in possession of said plan.
15. In keeping with the best interest of its organization and the fire districts it serves, the Town will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant program for these purposes.
16. The Town shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
17. The Town shall comply with all State of Tennessee training laws pertaining to fire departments.
18. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2)(3). Said Memorandum of Understanding to provide for policies, procedures and protocol for Town to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
19. The Town shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.
20. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) months prior to the termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.
21. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and Town may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase of the primary service fee.

22. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the Town Mayor/Commissioners of the Town of Kingston Springs, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

TOWN OF KINGSTON SPRINGS

CHEATHAM COUNTY

Todd Verhoven, Mayor

Kerry McCarver, County Mayor

Exhibit A
Map of Fire Department Service Areas

Exhibit B
Service Fee

KINGSTON SPRINGS FIRE DEPARTMENT

1. Annual Service Fee from County to Kingston Springs for Fire & Rescue Service within the Kingston Springs Rural Fire District

Period		Service Fee
July 1, 2025 – June 30, 2026		\$231,781.36
July 1, 2026 – June 30, 2027		\$238,734.80
July 1, 2027 – June 30, 2028		\$245,896.84
July 1, 2028 – June 30, 2029		\$253,273.75

The above represents a 3% Annual Increase

2. Annual Distribution from the County Fire Chief to Kingston Springs

July 1, 2025 – June 30, 2026	\$ 27,500.00
July 1, 2026 – June 30, 2027	\$ 27,500.00
July 1, 2027 – June 30, 2028	\$ 27,500.00
July 1, 2028 – June 30, 2029	\$ 27,500.00

3. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

4. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit C

Kingston Springs Staffing Reimbursement

Station(s) to be staffed: Any Kingston Springs stations

Firefighter positions to be provided: 2

Maximum Reimbursement:

Period		Maximum Reimbursement
July 1, 2025 – June 30, 2026		\$133,632.00
July 1, 2026 – June 30, 2027		\$137,641.00
July 1, 2027 – June 30, 2028		\$141,770.00
July 1, 2028 – June 30, 2029		\$146,023.00

Terms:

1. Town will hire or maintain such employees as necessary to provide the equivalent of two (2) firefighters positions on duty to reduce response times in the Kingston Springs Rural Fire District during the times specified herein. The staffing provided under this agreement may be stationed at any of Town's stations as determined by Town to best reduce response times in the Kingston Springs Rural Fire District with the understanding that the employees will be utilized at the best location based on calls, training and emergency situations that may arise. The County reserves the right to specify the station to be staffed and may require the staffing be provided at a station within the Kingston Springs Rural Fire District if such a station is constructed in the future. The Chief Officer of the Kingston Springs Fire Department may also temporarily move the employees to another location for the purposes of training, resupply, and emergency standby coverage. The Town may employ such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.
2. The employees will be scheduled to provide coverage between 6:00 a.m. and 6:00 p.m. Monday through Friday although the Town will have the discretion to shift the beginning and end of the coverage period to provide the most effective coverage. The County reserves the right to require the staffing to be provided from 6:00 a.m. to 6:00 p.m. if necessary to lower or preserve the ISO rating.
3. All employees hired by Town to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse Town its actual staffing costs for the equivalent of two firefighter positions for up to sixty (60) hours per position per week. Actual staffing costs will include wages, Social Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation

Insurance premiums and may include medical insurance and retirement contributions for qualifying employees. Town will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.

5. All funds payable under this Exhibit C are subject to annual appropriation by the Cheatham County Legislative Body. If during any budget year the appropriated funding is insufficient to cover the actual staffing costs, Town may proportionately reduce the weekly coverage hours to the level of funding available.
6. The County will reimburse Town quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of Town's reimbursement request.
7. Town will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of Town and will not be considered employees of the County. Town will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The staffing reimbursement described in this Exhibit C may be terminated by either party by giving not less than sixty (60) days' advance notice.

RESOLUTION: 10 (E)

RESOLUTION TITLE: To Approve Mayor's Signature On Fire Contract With Harpeth Ridge As Amended

DATE: April 21, 2025

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Randy Noe

COMPLETED RESOLUTION:

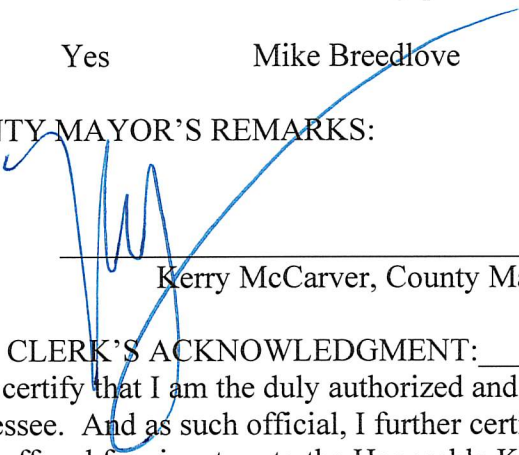
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Fire contract with Harpeth Ridge as amended by prohibiting mail-out solicitations to any property owner that has paid the required fire tax is approved.

A copy of the contract is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.


Abby Short, County Clerk



CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the Harpeth Ridge Volunteer Fire Department, a non-profit Tennessee corporation (hereinafter referred to as "HRVFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with HRVFD to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for HRVFD. Such referenced area shall hereinafter collectively be referred to as the "Harpeth Ridge Fire District"; and

WHEREAS, HRVFD has agreed to provide fire protection, emergency medical first responders and rescue services for the Harpeth Ridge Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The HRVFD will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Harpeth Ridge Fire District.
2. The HRVFD will answer fire protection, emergency medical first responder and rescue service calls in the Harpeth Ridge Fire District area and will, to the best of the HRVFD's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any fire protection, emergency medical first responder and rescue services.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Harpeth Ridge Fire District:
 - A. A primary service fee as set forth in Exhibit B, shall be paid annually by the County to the HRVFD to provide fire, medical first responder and rescue in the Harpeth Ridge Fire District.
5. The County shall compensate the HRVFD for the fire protection, emergency medical first responder and rescue services provided by the Harpeth Ridge Fire District. The amount of compensation is set forth in Exhibit A, with one-half being paid on or before January 15 of each year of this contract and the remaining one-half being paid on or before March 15 of each year of this contract.

6. In addition to the primary service fee set forth in paragraph 4 above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$55,000.00
b. Kingston Springs Fire Department	\$27,500.00
c. Pegram Fire Department	\$27,500.00
d. Pleasant View Fire Department	\$55,000.00
e. Fire Association	\$35,000.00
 TOTAL	 \$200,000.00

7. It is expressly understood that the HRVFD is a volunteer fire department. No guarantee as to the level of service within the Harpeth Ridge Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the HRVFD's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the HRVFD, or other fire department officer in charge, not to respond to a fire call or special service call in the Harpeth Ridge Fire District because of an existing emergency within the corporate limits of Harpeth Ridge shall be final. However, the Chief of the HRVFD or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Harpeth Ridge Fire District.

8. The HRVFD shall endeavor to obtain and maintain a more favorable Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Harpeth Ridge Fire District. It shall not be a breach of this agreement if the PPC rating is raised by the ISO due to circumstances beyond the control of HRVFD.

9. The County will make no claim against the HRVFD for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, or volunteers of the HRVFD.

10. The HRVFD will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from HRVFD's response to a fire protection, emergency medical first responder and rescue service calls of the County. If required by law, the HRVFD will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The HRVFD holds harmless and releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its agents or volunteers in responding to calls for the County. The HRVFD shall maintain liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).

11. The HRVFD shall cause to be conducted an annual audit of its accounts for the prior year. Said audit shall be performed by a licensed or certified auditor and a copy of said audit shall be furnished to the County Mayor within 30 days of its completion.

12. The HRVFD will not charge any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Harpeth Ridge Fire District (does not include fund raising and/or charitable contributions).
13. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan. The HRVFD acknowledges that it has received and is in the possession of said plan.
14. The HRVFD shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
15. The HRVFD shall comply with all State of Tennessee training laws pertaining to fire departments.
16. Upon full execution of this contract, and during the term hereof, HRVFD, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2)(3). Said Memorandum of Understanding to provide for policies, procedures and protocol for HRVFD to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
17. The HRVFD shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.
18. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be sent via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.
19. Should the HRVFD become insolvent/ and or close the Fire Department, the County reserves the right to purchase the assets and the liabilities within Cheatham County of the HRVFD so as to continue to provide fire and emergency services to the community.
20. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and the HRVFD may renew this contract for an additional four (4) year term provided, however, the parties will negotiate any increase of the primary service fee paid to HRVFD.
21. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and

date first above written.

HARPETH RIDGE VOLUNTEER FIRE
DEPARTMENT

CHEATHAM COUNTY

Board Chairman

County Mayor

Fire Chief

Exhibit A
Map of Fire Department Service Areas

Exhibit B

HARPETH RIDGE FIRE DEPARTMENT

1. Annual Service Fee from County to HRVFD for Fire & Rescue Service within the Harpeth Ridge Fire District

Period		Service Fee
July 1, 2025 – June 30, 2026		\$3,322.29
July 1, 2026 – June 30, 2027		\$3,421.95
July 1, 2027 – June 30, 2028		\$3,524.61
July 1, 2028 – June 30, 2029		\$3,630.35

The above represents a 3% Annual Increase

2. Payment Due Dates

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

3. Late Fee Penalty

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

RESOLUTION: 11

RESOLUTION TITLE: Consent Calendar

DATE: April 21, 2025

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 21st day of April 2025 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

*Theresa Adcock
Shannon L. Heath
Kimberly R. Moon
David C. Risner
Rhonda L. Runyon
Margaret Malina Taylor*

*Ryan V. Goldsmith
Kelsey Lantrip
Lisa Morgan
Kevin Rooney
Mary Melissa Dees Schwerdtfeger
Stacey M. Warren*

*Julie A. Hayes
Elizabeth C. Manno
Nikki J. Myatt
Ashton L. Rowland
Lindsey Sharpe*

RECORD: Approved by voice vote

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

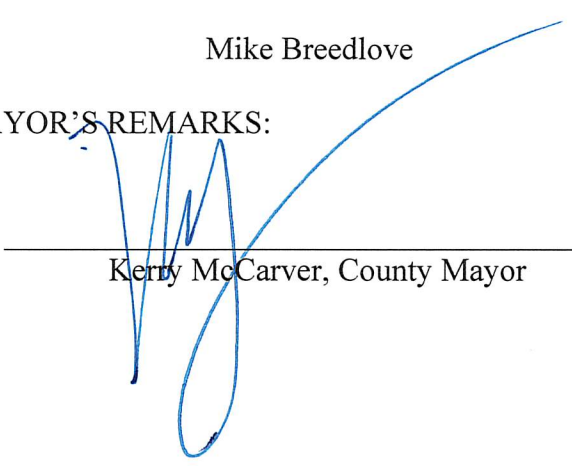
Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.




Abby Short, County Clerk

RESOLUTION: 12

RESOLUTION TITLE: Adjourn

DATE: April 21, 2025

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Bill Powers

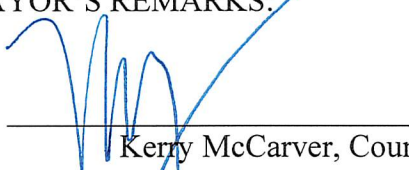
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of April 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 6:44 P.M.

RECORD: Approved by voice vote

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

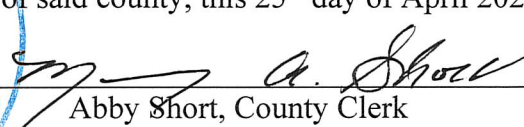
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

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

Witness, My official signature and seal of said county, this 25th day of April 2025.


Abby Short, County Clerk

