# MINUTES CHEATHAM COUNTY LEGISLATIVE BODY REGULAR SESSION May 16th, 2022

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on May 16<sup>th</sup>, 2022 in Regular Session. Chairman Mr. Donnie Jordan and Chief Deputy Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

### **COUNTY COMMISSIONERS**

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

PUBLIC FORUM: Chairman Mr. Donnie Jordan opened Public Forum at 6:05 P.M.

Mr. Ricky Mayo, 5<sup>th</sup> District Constable, spoke in favor of preserving the Constables in our county. Mr. Mayo also stated that he did not see any liability issues with keeping our elected Constables.

Mr. Frank Guzman, Member of the Board of Directors of Constables, spoke in favor of Constables. Mr. Guzman, presented a packet with information regarding the reason to preserve Constables. *A copy of packet attached.* 

Mr. Lloyd Sharpe, Director of the Veteran's Service Office, announced that the Memorial Day Ceremony will be held at 11:00 A.M on May 30<sup>th</sup>, 2022 at the Cheatham County Veteran's Memorial Park. Mr. Sharpe also wanted to update the number of claims that the Veteran's Office is seeing. Cheatham County has 609 Veteran claims with 223 active claims.

Mr. Jerome Terrell, Director of Economic Community Development, informed the commissioners that the Economic Community Development has 9 projects underway. A copy of the Project Recap for May 2022 is attached.

Mr. Joel Borski, a resident of the Appache Trail neighborhood, voiced his concern about neighbors building without the proper permits. Mr. Borski wishes to see responsible growth.

Public Forum closed at 6:18 P.M.

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Mike Breedlove at 6:18 P.M

Invocation was offered by Mr. Ronnie Barron.

Chief Deputy Ms. Abby Short called the roll. There being Ten Commissioners present, Chairman, Mr. Donnie Jordan declared a Quorum. See Resolution 1.

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

Motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. Tim Williamson to approve the May 16<sup>th</sup>, 2022 Legislative Body Meeting Agenda.

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

Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the Minutes from the April 18<sup>th</sup>, 2022 Regular Session Legislative Body Meeting.

Motion approved by voice vote 2 Absent. See Resolution 3.

PUBLIC HEARING: Chairman Mr. Donnie Jordan opened Public Hearing at 6:26 P.M

The following was advertised to be heard:

1. Zone change for John Conner, from C1 to R1 for map 91 Parcel 67.08. Property is located on Highway 70 in the 6<sup>th</sup> voting district and is not in Special Flood Hazard

### No one spoke for or against this request.

Public Hearing closed at 6:26 P.M

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Ed Greer, seconded by Mr. Eugene O. Evans, Sr. to approve the following Zone Change request for John Conner, from C1 to R1 for map 91 Parcel 67.08 excluding the south setback line of twenty feet and west setback of twenty feet. Property is located on Highway 70 in the 6<sup>th</sup> voting district and is not in Special Flood Hazard.

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 4.

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

Charles Puls requesting a Zone Change from E1 to Agriculture for Map 67, Parcel 1.05. Property is located at 1155 Christy Dr., in the 5th Voting District and is not in a Special Flood Hazard Area. *Motion was pulled in Commissioner Workshop by the property owner.* 

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

- A.) Book Systems contract with addendum for South Cheatham Library and contract with addendum for Cheatham County Library.
- B.) Lease agreement with China Star/BP Ashland, LLC
- C.) Agreement with TCRS contract increasing state retirement from 4.5% to 6%

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 5.

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

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Mr. Tim Williamson, seconded by Mr. Chris Gilmore to approve the following:

### A.) Budget Amendments

- 1. 2022-2023 Budget Document Recommendation
- 2. Sheriff's Department = \$12,000.00
- 3. County Clerk's Office = \$3,284.47
- 4. Sheriff's Department = \$5,600.00
- 5. Sheriff's Department = \$13,125.17
- 6. Sheriff's Department = \$35,200.00
- 7. Other Emergency Management = \$22,938.69
- 8. Jail = \$100,000.00
- 9. Preservation of Records = \$1,364.00
- 10. Cheatham County Library = \$5,978.00
- 11. Election Commission = \$2,535.00
- 12. Ag. Extension Service = \$2.500.00
- 13. South Cheatham Library = \$1,000.00
- 14. Sheriff's Department = \$70,000.00
- 15. Jail = \$38,000.00
- 16. County Clerk's Office =\$6,993.74
- 17. Election Commission = \$16,785.00
- 18. Debt Service Education = \$200,000.00
- 19. Trustee Commission = \$10,000,00
- 20. Minutes from April 11th, 2022
- 21. General Sessions Clerks = \$500.00

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 6.

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

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr. to approve the Resolution to request unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act.

Motion approved by roll call vote 9 Yes 1 No 2 Absent. See Resolution 7.

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

ROAD AND BRIDGE – Motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans, Sr. to attach the May 5<sup>th</sup>, 2016 Minutes from Cheatham County Road and Bridge Committee.

Motion approved by voice vote 2 Absent. See Resolution 8.

CALENDAR, RULES AND NOMINATING – Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the following Special Recognition and appointments to the Cheatham County Board of Equalization:

- A. Special Recognition South Cheatham Librarian Janet Walker
- B. County Board of Equalization Appointment runs from April 18<sup>th</sup>, 2022 to April 17<sup>th</sup>, 2024
  - 1. Gene Hannah
  - 2. Gary Chance
  - 3. Dale Brinkley
  - 4. Brenda Montgomery
  - 5. Yvonne Stinnett

Motion approved by voice vote 2 Absent. See Resolution 9.

### CONSENT CALENDAR

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

### Consent / Information:

1.	Beer Board	Did not meet
2.	Education	Sent budget back to School Board
3.	County Records	No Meeting
4.	Technical Committee	No Report
5.	Emergency Service	No Report
6.	Capital Improvements	No Report
7.	County Records	No Report
8.	Road & Bridge	
		A. Look into Margo Court

- 9. Calendar and Rules
- A. Sheriff agreed to have security at election office and all poles during primary and regular elections.
- B. Gun issue no resolution

B. Old New Hope Road

- C. Dog issue no resolution
- D. Resolution for recognition and congratulations to retiring South Cheatham Librarian Janet Walker.
- E. County Board of Equalization appointment runs from April 18th, 2022 to April 17th, 2024

### **Notaries**

Kasey Bright	Britt S. Bosworth	Spencer Hamlin
Denise Hayes	Wanda J. Hooper	Margie A. Jarrell
Stefanie Johnson	Renee J. Kozakiewicz	Tammy Kay Louallen-Jones
Sanford E. Patterson	Cari L. Ryder	Chassady Shadowens
Pasty A. Smiley	Alfred P. Sumabat	Mandy K. Tomlin

Motion approved by voice vote 2 Absent. See Resolution 10.

Motion was made by Mr. Walter Weakley, seconded by Mr. David Anderson to adjourn at 6:55 P.M.

Motion approved by voice vote 2 Absent. See Resolution 11.

County Clerk

SEAL

ORGANIZED MAY 1850 5

Legislative Body Chairman

# Economic Development: Project Recap May 2022

Bison Countertops	Project Grasshopper	Parker Towing	Caymas	Project Washington	Frontier Basement	Graphic Packaging	Trinity/Arcosa	Project Whiskey	Project Name/Date
Hwy-12	Industry	Port/Cheatham County	ECD/Ashland City	ECD/Joelton	ECD/Joelton	ECD/Kingston Springs Expansion	Port/Cheatham County	Port/Cheatham County	Source/Location
Expansion	Option on the Property	Waiting for response on Waste water Board	Expansion	Waiting for a re- zone/may purchase more land	Expansion	Expansion	Pause-Price of steel rising	Pending phase-2 Environmental	Activity
Building in process	140-acre site	Re-route waste water line	Building in Process	Pending re- zone	Building in process	Determining to expand at KS location or relocate	Beginning hiring now	Done w/ second phase study	Status
TBD	50+ people	15-20 people	60-100	90	225+	25+	ТВD	ТВD	JOBS CREATED
ТВО	\$90 MM	\$10 MM	\$	<b>⊹</b>	\$750,000	TBD	\$ 10 MM	TBD	<u>CAP EX</u>
N/A	TN, ECD, PILOT, TVA	TVA Electric PILOT	PILOT, TN ECD, TDOT	PILOT	PILOT	PILOT, TN	Pilot, TN ECD, TVA	Pilot, TN ECD, TVA, TDOT	INCENTIVES
ТВО	In Process	TBD	TDB	ТВО	TBD	TBD	Currently Hiring	Mid-June status Report	ANNOUNCEMENT

1

RESOLUTION TITLE:

Quorum

DATE:

May 16, 2022

**MOTION BY:** 

SECONDED BY:

### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Ten Commissioners present a quorum is declared.

RECORD: Approved by voice vote 2 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 20th day of May 2022.

Ceresa Gupton, County Clerk

2

**RESOLUTION TITLE:** 

To Approve Agenda

DATE:

May 16, 2022

**MOTION BY:** 

Mr. Eugene O. Evans, Sr.

SECONDED BY:

Mr. Tim Williamson

### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the May 16<sup>th</sup>, 2022 Legislative Body meeting is approved.

RECORD: Approved by voice vote 2 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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Witness, Moofficial signature and seal of said county, this 20th day of May 2022.

SEAL

Teresa Gupton, County Clerk

3

RESOLUTION TITLE:

To Approve Minutes

DATE:

May 16, 2022

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the April 18<sup>th</sup>, 2022 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 2 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness My official signature and seal of said county, this 20th day of May 2022.

SEAL

Teresa Gupton, County Clerk

4

RESOLUTION TITLE:

To Approve A Zone Change Request For John Conner, From C1 To R1 For Map 91 Parcel 67.08 Excluding The South Setback Line

Of Twenty Feet And West Setback Of Twenty Feet

DATE:

May 16, 2022

**MOTION BY:** 

Mr. Ed Greer

SECONDED BY:

Mr. Eugene O. Evans, Sr.

### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for John Conner, from C1 to R1 for Map 91 Parcel 67.08 excluding the south setback line of twenty feet and west setback of twenty feet. The property is located on Highway 70 in the 6th voting district and is not in special flood hazard.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S AUKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that Lam 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 20<sup>th</sup> day of May 2022.

Teresa Gupton, County Clerk



5 (A)

**RESOLUTION TITLE:** 

To Approve The Book Systems Contract For South Cheatham

Library and Cheatham County Library

DATE:

May 16, 2022

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Book Systems Contract with addendum for South Cheatham Library and Contract with addendum for Cheatham County Library.

### A copy of the contracts is attached.

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

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

CHEATHAM COUNTY MAYOR SIR MARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 20th day of May 2022.

Teresa Gupton, County Clerk





# CUSTOMER SERVICE AGREEMENT ("CSA")

BSI Software Warranty, Maintenance, Support, and Updates

The following CSA governs the Software Warranty, Maintenance, Support, and Updates offered and provided by **Book Systems, Inc.** (hereinafter referred to as "BSI") and ordered and pald for by the **South Cheatham Public Library** hereinafter referred to as "CUSTOMER").

CUSTOMER agrees to accept the following Terms and Conditions ("AGREEMENT"):

### 1) Warranty

BSI warrants that the customer service provided to CUSTOMER under this AGREEMENT shall be performed with due care, and in a professional manner. BSI does not otherwise warrant the accuracy or completeness of any services provided in pursuant to this AGREEMENT.

- a) For all third-party hardware, software, or services purchased from BSI, the manufacturer's warranty supersedes any BSI warranty, and is passed through directly to the customer.
- b) The BSI warranty provides support for BSI products through contact with the Book Systems Technical Support Center. Warranties for the products supplied by other vendors are the responsibility of those vendors, except as separately negotiated with BSI.

BSI DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND LIABILITY OF BSI.

### 2) Maintenance

Maintenance for all BSI software products consists of updates, bug fixes, and new releases or versions of validly Licensed Software at such time as BSI makes them available to CUSTOMER. Maintenance may, but does not necessarily include updates, upgrades, bug fixes and new releases or versions of any third-party software included or sold along with the Licensed Software. All Maintenance deliveries are subject to the applicable End User License AGREEMENT ("EULA") for the Licensed Software.

### 3) Support

Support entitles CUSTOMER to toll-free telephone support, "LiveChat", unlimited email support, or other automated processes with the Licensed Software. BSI Technical Support is available on business days Monday through Friday during normal business hours of 7 a.m. and 7 p.m. CST.

BSI Technical Support Center works with the CUSTOMER to resolve technical problems as they are reported. To ensure a rapid resolution to the problem, it is important that the CUSTOMER understand the circumstances under which the problem is occurring. Additionally, the customer needs to provide to the BSI Technical Support Analyst as much detailed information as possible about the symptoms during the initial call.

After hours and weekend support are available for emergency situations where as CUSTOMER Licensed Software is completely down or inaccessible; otherwise, general support Inquirles will be handled during normal business hours. Email inquirles will be responded to within 24 – 48 hours.

Support is available for the current and immediately preceding version of the Licensed Software, and for any version released within eighteen (18) months of the date of the Support request, provided that CUSTOMER has

Book Systems, Inc. - Customer Service Agreement

a current CSA.

Unless CUSTOMER has purchased a BSI vendor hosted solution, it is the responsibility of the CUSTOMER to make and maintain adequate back-ups. In no event will BSI be responsible for lost data.

Support is provided for ongoing use of the Licensed Software; it is not intended to be a substitute for training or professional services necessary for the implementation or system redesign of the Licensed Software, which are outside the scope of this AGREEMENT.

Unless otherwise stated, Support does not include any of the following: (i) resolving network, workstation or environmental errors not directly related to the Licensed Software; (ii) supporting any Licensed Software being used in a manner for which it was not designed.

### 4) Updates

BSI system architecture allows for rapid feature-enhancement prototyping and delivery of updates. Software (under maintenance protection) will be kept current with Book Systems' latest applicable updates, maintaining the latest product features and benefits long into the future.

CUSTOMER will receive product updates as they are made available by BSI. If CUSTOMER self-hosts Licensed Software, upgrades are scheduled with main library contacts. If BSI hosts the Licensed Software for CUSTOMER, upgrades are automatically applied.

All software releases are subject to quality assurance, automated and manual testing for each hardware platform we support our software for use on. BSI supports the latest major and minor releases thereafter, as stated under the Support section of this AGREEMENT. New features or changes with third-party interfaces available in Licensed Software may require upgrades to be implemented.

### 5) Term/Termination

CSA is included with the initial purchase of Licensed Software, expiring twelve (12) months from the date the system is deemed live by BSI. CSA renewals are offered on an annual basis (each, a "Term"), and will automatically expire at the end of each Term. BSI shall invoice CUSTOMER for term renewal sixty (60) days prior to the end of the term of the Agreement.

If CUSTOMER elects not to renew, a written notice of their intent not to renew shall be provided to BSI at least thirty (30) days before the end of the then-applicable Term. CSA may later be reinstated through payment of the fees described under "Fees."

This AGREEMENT will automatically terminate as to each Licensed Software upon termination of the EULA corresponding to such Licensed Software. CUSTOMER may also terminate this AGREEMENT for convenience at any time, but CUSTOMER will not be entitled to a refund of any paid Fees in such event.

If a BSI breach remains uncured more than one month after BSI receives written notice from CUSTOMER of such breach, CUSTOMER may terminate this AGREEMENT for breach and receive a pro-rata refund of the CSA fees paid to CUSTOMER. Any such refund shall be CUSTOMER exclusive remedy, and BSI's sole liability, for BSI's breach of this AGREEMENT.

### 6) Fees

CUSTOMER will automatically be invoiced prior to any renewal Term and CUSTOMER agrees to make payments to BSI, no later than thirty (30) days from invoice date. BSI's obligations hereunder are subject to CUSTOMER's timely payment, and if BSI does not receive timely payment for products or services provided by BSI to CUSTOMER, BSI may immediately terminate or suspend this AGREEMENT. CUSTOMER will directly pay BSI for CSA renewals. If CSA terminates, and CUSTOMER later reinstates, CUSTOMER will be charged a reinstatement fee. You are responsible for any and all federal, state, dominion, provincial or local sales, use, personal property, excise, or other taxes, fees or duties related to this AGREEMENT.

### 7) Limitation of Liability

IN NO EVENT, UNDER ANY THEORY OF LAW SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BSI'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PREPAID AND UNUSED PORTION OF CUSTOMER CSA FEES PAID TO BSI. BSI SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY SERVICES PROVIDED BY ANY PARTNER OR ANY OTHER THIRD PARTY.

### 8) Severability

If any provision of this AGREEMENT is held to be unenforceable; This AGREEMENT will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this AGREEMENT will immediately terminate.

### 9) Miscellaneous

This AGREEMENT constitutes an agreement between CUSTOMER and BSI relating to the CSA (and any subsequent orders of the CSA for additional License Limits or new BSI products and/or licenses which will increase the CSA fees), and any additions to, or modifications of, this AGREEMENT will be binding upon the parties only if in a writing duly executed by CUSTOMER and an authorized officer of BSI. THE TERMS AND CONDITIONS OF ANY CUSTOMER PURCHASE ORDER ARE ONLY BINDING ON BSI IF THEY ARE AGREED TO IN WRITING BY AN AUTHORIZED BSI OFFICER AND IN A DOCUMENT OTHER THAN THE PURCHASE ORDER FORM.

Unless otherwise agreed to by BSI, CUSTOMER will not be able to purchase additional licenses of the Licensed Software if CUSTOMER does not have a current CSA. CUSTOMER may renew CSA on one group of dependent BSI product(s) without renewing CSA on another group of BSI products(s) that are determined to be distinct and separate from the first group, provided that the determination whether products(s) are distinct and separate is at BSI's sole discretion. CUSTOMER may assign this AGREEMENT only in connection with a proper and valid assignment of the corresponding EULA to the extent permitted thereunder, provided that CUSTOMER give written notice of such assignment to BSI.

### 10) Acceptance

Facsimile dated signatures of CUSTOMER and/or agents shall be considered a binding Agreement enforceable in accordance with the terms and conditions of the Agreement.

By signing the acceptance, CUSTOMER acknowledges their review and acceptance of the terms and conditions contained in this document. Please sign (2) two copies of this Agreement. One will be sent back to you with an original signature for your files.

Acceptance by Customer	
Customer Signature	Date
Customer Name (Please Print)	Title
(Organization) Name	
(Organization) Address	
Acceptance for and by Company	Book Systems, Inc. 4901 University Square, Suite 3 Huntsville, AL 35816 (256) 533-9746
Authorized Signature	Date
Barton K. Eby	National Sales Manager
Name (Please Print)	Title

Book Systems®

# Atriuum Express Subscription & Hosting Agreement

Book Systems °

This Atriuum Express subscription based service and hosting agreement (the "Agreement") is by and between Book Systems, Inc. (the "Company"), and the South Cheatham Public Library (the "Customer").

1) Ownership

The Company does and will hold any and all rights to Atriuum\* software application all related software developed and provided by it.

The Company agrees to provide the Customer access to Atriuum® and will host the data files from the Customer. Customer will have exclusive copyright to those data files as provided to them by law. All copyrights of the data files remain the responsibility of the Customer.

Customer acknowledges that the Company does not own or control the various telecommunications lines and facilities by which it may provide access except as those specifically identified as belonging to the Company.

2) Services

The Company agrees to act as a hosting provider for the purposes of hosting the specific number of Company software sites licensed by the Customer. The software shall be accessible at a URL address provided by the Company to the Customer.

At no time shall Customer have direct access to any files, shells or other areas of the Company servers or other equipment.

Software Warranty, Maintenance, Support, and Updates are included, but shall be governed by the attached Customer Service Agreement (CSA), signed by both parties.

3) Planned or Emergency Service Outage

The Company agrees to maintain maximum uptime of the hosting service to Customer. Occasionally, (at Company's discretion) Company will deliver recommended or vital updates to Customer sites. In most cases, Customer will not be aware of minor updates. In cases where changes will be significant, or operationally apparent to Customer, Company will always strive to notify and seek written authorization for changes prior to implementation.

In cases where unilateral Company action will prevent or minimize Customer data corruption, Company may perform updates without notification.

In all cases, Company reserves the right to perform system maintenance of an emergency or required nature without notification.

### 4) Term

This Agreement shall commence on the date executed by all parties and shall terminate twelve (12) months from the date the site becomes available for use by the Customer ("Live" operations), and is automatically renewed upon receipt of renewal fees.

The term is renewable in a minimum of twelve (12) month increments.

Book Systems, Inc. – Atriuum Express Subscription & Hosting Agreement

## Book Systems \*\*

The Company shall invoice the Customer for term renewal sixty (60) days prior to the end of the term of the Agreement. This rate shall be guaranteed by the Company for a period of no more than 5 years from the date of this original signed agreement.

Should Customer wish to terminate service at any time, Customer will notify Company in writing thirty (30) days prior to desired termination date. Customer will then have thirty (30) days beyond the termination date to request export of Customer data from Company system.

Company will supply Customer an electronic (CD or DVD) export of Customer Materials (MARC file) and Patrons (delimited text) within sixty (60) days of the termination date. Company is not responsible for storage of Customer data beyond sixty (60) days past the termination date.

### 5) Fees

Unless otherwise agreed, the first-year hosting service fees are included with each new Customer system. All recurring annual hosting fees shall be paid in advance, and due prior to the system "Live" anniversary date, which is defined as the date the site becomes available to the Customer for live, operational use. Customer unconditionally agrees and promises to pay to the order of the Company, the fees quoted in separate Customer invoice(s) for the stated term of service.

Under no conditions shall the Customer be entitled to a refund if service is terminated by Customer before the end of the term for any reason.

Customers invoiced for Agreement renewal must remit payment prior to the end of the existing term, or face suspension of service.

Suspension of service does not relieve the Customer from its obligation to pay any and all fees, charges, and costs due the Company.

Suspended service will be resumed upon receipt of full payment of all amounts due and charges as determined by the Company, plus any applicable reinstatement fee.

### 6) Prohibition of Individual Site OPT-OUT

For multi-site Customers, all sites must renew annually, regardless of funding source or ability of the individuals' sites to pay renewal fees. After reasonable notice and cure negotiation, failure of a single site to renew support will result in possible suspension of site access to entire system.

### 7) Disclaimer

The services provided by the Company and any equipment owned by the Company and used by the Customer, are provided AS IS, WITHOUT WARRANTY OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER AGREES THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE. EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBLILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT.

### 8) Usage & Indemnification

Book Systems, Inc. - Atriuum Express Subscription & Hosting Agreement

Book Systems °

The Company exercises no control whatsoever over the content of information passing through its equipment. The Customer agrees to use the *Company software* for lawful purposes only. The Customer agrees to indemnify and hold the Company harmless for any claims, damages, costs, or expenses resulting from the Customer's use of the Company's service, equipment, the Internet, or otherwise. The Agreement of Indemnification shall survive the termination of the Agreement. Customer shall have no right to assign or transfer the rights and services granted hereunder to any other person or any other location without mutual written consent. Use of the Company's software, consulting and services constitutes acceptance of the Agreement in full.

9) Confidentiality of Customer Information

The Company and Customer acknowledge that Customer's patron or user data ("Confidential Information") will reside on Company systems.

The Company agrees that Confidential Information will be accessed or viewed strictly for the purposes of the Customer's successful implementation, operational and technical support.

The Company further agrees to take all reasonable steps necessary to protect any Confidential Information, and to prevent such information from falling into the public domain or into the possession of unauthorized persons.

The Company is aware of the Customer's Intention to prevent identity theft, and the fact that the Federal Trade Commission or other federal agency had proposed and may in the future enforce a regulatory requirement on Customer to protect the confidentially of its patron's information. Company can and will comply with the requirements of this program and shall not breach or allow the breach of any requirements imposed on Customer, and Company remains liable for loss caused by a breach of these requirements by Company employees or agents.

# BookSystems \*\*

10) Entire Agreement

This Agreement and the attached CSA supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters stated herein and contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing and signed by the Company.

11) Governing Law

THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA AND THE PARTIES HERETO CONSENT TO VENUE AND JURISDICTION OF ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT IN HUNTSVILLE, ALABAMA.

12) General Terms

Customer agrees to be responsible for obtaining and maintaining all insurance covering all risks of loss. Every provision in this Agreement is intended to be severable. If any term or provision herein is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement. Captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of the Agreement or any provisions hereof.

The Customer shall not sell, transfer, or assign this Agreement. Any such assignment shall be null and void and shall not relieve the Customer of its obligations to the Company.

The Company shall not be liable for delays or defaults in furnishing goods or services hereunder, if such delays or defaults on the part of the Company are due to:

- (a) acts of God or of public enemies;
- (b) acts of the United States or any state or political subdivision thereof;
- (c) fires, severe weather, floods, explosions, or other catastrophes;
- (d) embargoes, epidemics, and quarantine restrictions;
- (e) force majeure
- (f) shortage of goods, labor strikes, slowdowns, differences with workmen, or labor stoppages of any kind;
- (g) delays of supplier or delay of transportation for any reason; or
- (h) causes beyond the control of the Company in furnishing services including, but not limited to, breakdown or failure of Customer equipment, or delay in the Customer reporting problems or furnishing information or materials. Use of Company software by Customer shall constitute a waiver and release by Customer of any claim for damages on account of delay.



### Acceptance

Facsimile dated signatures of Customer and/or agents shall be considered a binding Agreement enforceable in accordance with the stated rates, forms, and conditions of the Agreement and/or any applicable schedules attached.

By signing below, you acknowledge your review and acceptance of the terms and conditions contained in this document. Please sign (2) two copies of this Agreement. One will be sent back to you with an original signature for your files.

Date	
Title	
Book Systems, Inc. 4901 University Square, Suite 3 Huntsville, AL 35816 (256) 533-9746	
Date	
National Sales Manager Title	
	Book Systems, Inc. 4901 University Square, Suite 3 Huntsville, AL 35816 (256) 533-9746  Date  National Sales Manager

### **ADDENDUM**

This Addendum is executed this the	_ day of	2022 by and betwee	n <b>Cheatham</b>
County, Tennessee ("County") and Book Syste	ems, Inc. ("Vend	dor")	

- 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. <u>Indemnification</u>. 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.
- 3. <u>Choice of Law and Venue</u>. The agreement will be governed by the laws of the State of Tennessee, not including choice of law principals. Venue for any actions shall be in the state and federal courts in Tennessee.
- 4. <u>Confidentiality and Public Records</u>. The County and Vendor will maintain the confidentiality of information and records in accordance with applicable law. No provision of the agreement shall require the County to keep any information or records confidential in contravention of applicable open records laws or make disclosure subject to notice or approval of Vendor.

VENDOR	CHEATHAM COUNTY

5 (B)

**RESOLUTION TITLE:** 

To Approve The Lease Agreement With China Star/BP Ashland,

LLC

DATE:

May 16, 2022

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS to approve the Lease Agreement with China Star/BP Ashland, LLC.

### A Copy of the Lease Agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

Korry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 20th day of May 2022.

Teresa Gupton, County Clerk

SEAL ORGANIZED MAY 1868

### LEASE MODIFICATION AGREEMENT NO. 3

This Lease Modification Agreement No. 3 ("Agreement") made as of the	day of
, 2022 by and among Cheatham County, a political subdivision of the	e State of
Tennessee and successor in interest to BP ASHLAND, LLC ("Landlord"), JING QU I	ONG, an
individual, ("Tenant-Assignor") and JIAN ZHOU, an individual ("Tenant-Assignee.")	

### RECITALS

- A. Landlord's predecessors-in-interest and Tenant have entered into a Lease Agreement dated February 18, 2003, Lease Modification No. 1 dated July 24, 2007, and Lease Modification No. 2 dated August 24, 2012 (the "Lease"), for those certain premises containing approximately One Thousand Two Hundred (1,200) square feet of ground floor area (the "Premises") within the Sycamore Square shopping center located in the City of Ashland City, and State of Tennessee.
- B. Landlord and Tenant mutually intend and desire to modify the Lease on and subject to the terms and conditions hereinafter set forth.

### **AGREEMENT**

Now, therefore, in consideration of the Premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. <u>Current Term</u>: The parties acknowledge and agree that Tenant exercised his right to extend the term of this Lease for the period beginning on December 1, 2017 and expiring on November 30, 2022 (the "Current Term.") The annual rent during the Current Term is \$11,400.00 payable in monthly installments of \$950.00 per month.
- 2. Additional Option Term: Provided Tenant is open and operating and is not otherwise in Default of the terms and provisions of this Lease, Tenant shall have, upon the expiration of the Current Term, the right to extend the term for one additional two (2) year period ("Option Term") upon the same terms, covenants, conditions, and provisions of the Lease Agreement, except that minimum rent shall be:

Period	Annual Rent	Monthly Installment
12/1/2022 to 11/30/2023	\$12,000.00	\$1,000.00
12/1/2023 to 11/30/2024	\$12,600.00	\$1,050.00

- 3. Assignment of Lease: Landlord hereby consents to the assignment of the Lease by Tenant-Assignor to Tenant-Assignee pursuant to Section 11.01 of this Lease and from the effective date hereof Tenant-Assignee shall be deemed to be the Tenant under this Lease. In accordance with the Lease, Landlord's consent to the assignment of this Lease shall not be construed as a waiver or release of Tenant-Assignor of any covenant or obligation under this Lease. Tenant-Assignee does hereby expressly assume and agrees to be bound by the Lease. In accordance with Section 11.01(d) of the Lease, Tenant shall pay Landlord the amount of One Thousand Dollars (\$1,000.00) as Additional Rent for Landlord's costs and expenses in connection with the assignment of this Lease.
- 4. To the best of Tenant's current, actual knowledge, Tenant has not delivered to Landlord any notice of default under the Lease; provided, however, Tenant shall not be deemed to

have waived any Landlord default should it discover, subsequent to the date hereof, that Landlord was then in default.

- 5. Landlord and Tenant each mutually covenants, represents and warrants to the other that it has had no dealings or communications with any broker or agent in connection with this Agreement.
- 6. Each party represents and warrants that it has taken all corporate, partnership or other action necessary to execute and deliver this Agreement, and that this Agreement constitutes a legally binding obligation enforceable in accordance with its terms.
- 7. Capitalized terms not defined herein shall have the definitions given such terms in the Lease.
- 8. As modified and amended hereby, Landlord and Tenant each ratifies and a ffirms the terms of the Lease.

IN WITNESS WHEREOF, Landlord, Tenant-Assignor, and Tenant-Assignee have executed this Lease Modification Agreement effective as of the date first above written.

Dated:

LANDLORD: CHEATHAM COUNTY

Jian Zhou, an individual

5 (C)

**RESOLUTION TITLE:** 

To Approve The Tennessee Consolidated Retirement System

Contract Increasing The Employer Contributor Rate For State

Retirement From 4.5% To 6%

DATE:

May 16, 2022

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. David Anderson

### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS to approve the Tennessee Consolidated Retirement System Contract increasing the employer contributor rate for state retirement from 4.5% To 6%.

### A copy of the agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S RAMARKS

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 20th day of May 2022.

Teresa Gupton, County Clerk





# Employer Contribution Rate Certification Tennessee Consolidated Retirement System (TCRS) Actuarial Valuation at June 30, 2021



### Acknowledgement of employer rate effective July 1, 2022 through June 30, 2023

	agement o	- omprojet the effective bary 1, 2022 through balle 50, 2025
Departme Departme		0083350 CHEATHAM COUNTY
pro <u>hii</u>	ovided to m ps://publice	owledge and agree that I have reviewed the background information on rates e and also located on the Treasury Website at: <u>eports.treasury.ln.gov.</u> I further acknowledge the upward trends concerning future ribution rates.
Please sele	ect one <u>of th</u>	e options below
☐ Th	e Minimum tional: We	Employer rate: 5.96% choose to pay a higher contribution of: 6.00%  Title County Mayor
Employer	Signature	Title County Mayor
The first desheet is yo completed departmen	epartment c ur master co employer c I codes liste	Phone (615) 792-4316 Email Kerry. McCarver Cheathamcounty In. go ode listed on the Employer Actuarially Determined Contribution (ADC) Rate ode. The master code is responsible for determining the rate and submitting the ontribution rate certification to TCRS. The rate selected will be applicable for all d on the Employer Actuarially Determined Contribution (ADC) Rate sheet. It is onsibility to notify these departments of the new rates.
Please reti methods:	ırıı the con	apleted rate certification no later than May 31, 2022 via one of the following
By email: By mail:	TCRS 502 De	EmployerReporting@tn.gov Employer Reporting aderick Street, 15 <sup>th</sup> Fl. Be, TN 37243

# Tennessee Consolidated Retirement System Employer Actuarially Determined Contribution (ADC) Rate

# Department Code(s): 833.50 802.20 802.21 833.53 840.60 CHEATHAM COUNTY

Applicable period for this employer rate

July 1, 2022 through June 30, 2023

Actuarial valuation date

June 30, 2021

Actuarial experience study date

June 30, 2020

Investment rate of return assumption

6,75%

### Key Elements of the Pension Plan (Employer Elections)

Base plan formula

1.5% formula times years of service

Employee contribution rate

5% of salary

Vesting period

5 years

Retiree COLAs

Provided, CPI based, capped at 3%

### **Employer ADC Rate**

Rate Components:	
Normal cost	5.47 %
Unfunded accrued liability amortization	0.25 %
Administrative cost	0.14.0/

Actuarial value of assets
Expected employee contributions

\$53,681,403 7,429,697

Expected employee contribution Expected employer normal cost

7,679,890

Administrative cost 0.24 %
Total employer ADC rate 5.96 %

Unfunded accrued liability
Total PVB

558.815 \$69,349,805

### **Employees Covered by Benefit Terms**

Inactive employees or beneficiaries currently receiving benefits
Annualized Retirement Benefit: \$2.095,179

283

Actuarial Present Value of Benefits (PVB) Summary

Inactive employees entitled to but not yet receiving benefits

717

Active employees

496

Annualized Salary: \$17,074,352

Total 1,496

### Amortization of Unfunded Accrued Liability

Actuarial Valuation Date	Unfunded Accrued Liability (Negative Unfunded Accrued Liability)	Annual Amortization Amount	Amortization Period at June 30, 2021 (in years)
June 30, 2013	\$0	\$0	0.00
June 30, 2015*	(471,182)	(49,717)	14.00
June 30, 2016	(120,188)	(12,167)	15.00
June 30, 2017	<b>9</b> 09,757	88,727	16.00
June 30, 2018	(340,804)	(32,136)	17.00
June 30, 2019	(621,977)	(56,882)	18.00
June 30, 2020	(467,006)	(41,537)	19.00
June 30, 2021	1,670,215	144,830	20.00
Total	\$558,815	\$ 41,118	

<sup>\*</sup>Beginning June 30, 2015, valuations are performed annually.

6

RESOLUTION TITLE:

To Authorize The Following Budget Amendments To The County

General Fund And Education Debt Service Fund

DATE:

May 16, 2022

**MOTION BY:** 

Mr. Tim Williamson

SECONDED BY:

Mr. Chris Gilmore

### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the 2022-2023 Budget Document recommendations, and

Whereas, to authorize the following budget amendments to the County General Fund:

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

### **Sheriff**

101-34525-02 Restricted for Public Safety

\$12,000.00

101-54110-599 Other Charges – Sex Offender Registry

\$12,000.00

Transfer funds from Sex Offender Registry reserve to

Cover expenses for fiscal year 2021-2022. Any unused

Funds at year end will be placed back in the reserve line.

### **County Clerk's Office**

101-34515-05	Restricted for Finance	\$784.47
101-34515-06	Restricted for Finance	\$ 2,500.00

 101-52500-355
 Travel
 \$2,500.00

 101-52500-337
 Maintenance & Repair Services – Office Equipment
 \$434.47

 101-52500-435
 Office Supplies
 \$350.00

Transfer reserved State Supply Fees and EVIS

(Evidence Verification Insurance System) fees

To cover shortages at year end.

### **NOTE: Other amendments**

### **Sheriff's Department**

101-47590 Other Federal through State

\$5,600.00

101-54110-187 Overtime Pay

\$5,600.00

Transfer funds from Tennessee Highway Safety Office Grant to expenditure line to cover payroll for county road blocks.

### **Budget Amendments – County General (continued)**

### **Sheriff's Department**

101-47230 Disaster Relief

\$13,125.17

101-54110-187 Overtime Pay

\$13,125.17

Transfer funds from FEMA Grant to expenditure line to Cover payroll for overtime hours worked after the tornado in Kingston Springs.

### **Sheriff's Department**

101-46210 Law Enforcement Training Programs

\$35,200.00

101-54110-189 Other Salaries and Wages

\$35,200.00

Transfer State Law Enforcement Training Program funds to pay out officers' training pay.

### **Other Emergency Management**

101-47235

**Homeland Security Grants** 

\$22,938.69

101-45590-499

Other Supplies and Materials

\$22,938.69

Transfer funds from Homeland Security Grant to reimburse expenditure line that items were purchased from

### Jail

101-47590

Other Federal through State

\$100,000.00

101-54210-708

Communication Equipment

\$100,000.00

Transfer funds from Video Arraignment Grant to reimburse expenditure line that items were purchased from

### **Preservation of Records**

101-47402

American Rescue Plan Act - Archives

\$1,364.00

	Office Supplies in Recue Plan Act Grant to reimburse ems were purchased from		\$1,364.00
Cheatham County I	ibrary		
101-47401 101-56500-719-001 Transfer funds America reimburse expenditure purchased from	American Rescue Plan Act Grant - Libraries Office Equipment In Rescue Plan Act Grant to Sline that items were	\$5,978.00	\$5,978.00
Budget Amendmen	nts – County General (continued)		
Election Commissio	n		
- •	Other Federal through State Data Processing Equipment ection IT Security Grant to reimburse ems were purchased from	\$2,535.00	\$2,535.00
Agriculture Extensi	on Service		
101-57100-163 101-57100-719 Transfer unused budget in the part-time persona	Educational Assistants Office Equipment ted funds to cover a shortage nel line.	\$2,500.00	\$2,500.00
South Cheatham Li	brary		
101-56500-435-002 101-56500-169-002 Transfer unused budge shortage in the Part-tin	b .	\$1,000.00	\$1,000.00
Sheriff's Departmen	nt		
101-54110-106 101-54210-115 101-54210-160 101-54110-187 Transfer unused budge down comp hours	Deputy(ies) Sergeant(s) Guards Overtime Pay ted funds to pay	\$11,000.00 \$50,000.00 \$9,000.00	\$70,000.00

Jail

101-54210-160

Guards

\$38,000.00

101-54210-187

Overtime Pay

\$38,000.00

Transfer unused budgeted funds to pay down comp hours

### County Clerk's Office

101-52500-106-01

Deputy(ies)

\$6,993.74

101-52500-169

Part-time Personnel

\$6,993.74

Transfer unused budgeted funds to cover a

shortage in Part-time.

### **Budget Amendments - County General (continued)**

### **Election Commission**

101-58600-201	Social Security	\$16,785.00	
101-51500-191	Board and Committee Members Fees		\$985.00
101-51500-193	Election Workers		\$600.00
101-51500-302	Advertising		\$1,600.00
101-51500-348	Postal Charges		\$5,000.00
101-51500-349	Printing, Stationery, Form	ns	\$8,000.00
101-51500-709	Data Processing Equipme	ent	\$600.00

Transfer unused budgeted funds needed due to primary election costs and redistricting (the congressional districts and senate districts at the state level changed countywide)

Budget Vote: 5 Yes 0 No 0 Absent

Funding Source: Various

Whereas, to authorize the following budget amendments for the Education Debt Service Fund:

### **Debt Service- Education**

156-34580

Restricted for Education Debt Service

\$200,000.00

156-82130-602

Principal on Notes

\$200,000.00

Transfer funds from Education Debt Service fund balance to pay off the most recently executed school note (school laptops) to avoid interest charges

#### **Other General Administration**

156-40285-DevTx 156-51900-510 Adequate Facilities/Development Tax

Trustee Commission

\$10,000.00

\$10,000.00

Transfer funds to cover Trustee Commission Fees

Budget Vote(05/09/2022): 5 Yes 0 No 0 Absent

Funding Source: Various

Whereas, to approve the minutes from the April 11, 2022 Budget Committee meeting.

Whereas, to approve the following Budget Amendment to the County General Fund:

\$500 from 101-53100-194 (Jury and Witness Fees) to 101-53100-320 (Dues and Memberships).

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

David Anderson Yes Donnie Jordan Yes

Gary Binkley Absent Walter Weakley Yes

Ann Jarreau Yes Diana Pike Lovell Yes

Tim Williamson Yes Eugene O. Evans, Sr. Yes

Chris Gilmore Yes Ed Greer Yes

Connie Mayo Yes Randy Liles Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 20th day of May 2022.

SEAL

7

RESOLUTION TITLE:

To Approve Unclaimed Property For Circuit Court Clerk

DATE:

May 16, 2022

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. Eugene O. Evans, Sr.

#### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and it agencies if it exceeds \$100, less a proportionate share of the cost of administering the program; and

WHEREAS, <u>CHEATHAM COUNTY LEGISLATIVE BODY</u> and /or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act; and

WHEREAS, <u>CHEATHAM COUNTY GOVERNMENT</u> agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year; and

WHEREAS, it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in this local government's general fund;

THEREFORE, BE IT RESOLVED that the <u>CHEATHAM COUNTY LEGISLATIVE BODY</u> of <u>CHEATHAM COUNTY</u> Tennessee request the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the local government and its agencies is attached.

I hereby certify that this is a true and exact copy of the foregoing resolution which was approved and adopted at a meeting held on the 16<sup>th</sup> day of May, 2022, original which is on file in this office. I further certify that the Cheatham County Legislative Body consists of twelve members, and that nine members voted in favor of the resolution.

		_
(Signature)		

Seal

<u>Chairman, Cheatham County Commission</u> (Title)

RECORD: Approved by roll call vote 9 Yes 1 No 2 Absent

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

CHEATHAM COUNTY MAYOR'S REMARKS

Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 20th day of May 2022.

## REMITTANCES FILED BY OR ON BEHALF OF LOCAL GOVERNMENT AND ITS AGENCIES

Name of County/Municipality	Cheatham County, Tennessee (Local Government)				
Mailing Address	100 Public Square, Room 225				
	Ashland City,	TN 37015		-	
Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance (If Available)	Date of Remittance (If Available)	e Federal employer tax ID #	
Cheatham County Circuit Court	63762	\$ 3,979.00	2019	62-6000526	
Cheatham County General Sessions Court	63762	\$ 2,606.86	2019	62-6000526	
I certify that any agencies included in this request are chartered under this local government.					
615-792-7170 Phone Number		(Signature)		-	
Jere Jordan Printed Name	Chair	man, Cheatham Co (Title)	unty Commissio	<u>n</u>	

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

8

RESOLUTION TITLE:

To Attach A Copy Of The Road And Bridge Committee Minutes

Pertaining To Margo Court

DATE:

May 16, 2022

MOTION BY:

Mr. Walter Weakley

SECONDED BY:

Mr. Eugene O. Evans, Sr.

#### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to attach a copy of the Road and Bridge Committee minutes pertaining to Margo Court.

### A copy of the minutes is attached.

RECORD: Approved by voice vote 2 Absent.

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

# CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 20th day of May 2022.



# MINUTES CHEATHAM COUNTY ROAD & BRIDGE COMMITTEE MAY 5, 2016 4:30PM

MEMBERS PRESENT –WALTER WEAKLEY, JIMMY HEDGEPATH, GARY BINKLEY, ANN JARREAU, CONNIE MAYO, GENE EVANS, CARL COTHERN

Mr. Walter Weakley brought the meeting to order at 4:30pm at the Cheatham County Highway Department. Mr. Walter Weakley took roll. All members present. Mr. Walter Weakley declared a quorum and opened the meeting.

Mr. Gary Binkley motioned to approve April 2016 R&B Committee meeting minutes. Mrs. Ann Jarreau seconded the motion. Roll call was taken in favor of this motion and all members voted yes. The motion was declared passed.

Mr. Walter Weakley asked if anyone had any old business to discuss. He stated County Attorney Mr. Michael Bligh recommended not adding Margo Court to the county maintained road list. Mrs. Ann Jarreau asked why. Mr. Carl Cothern advised the plat was never recorded, there is no legal document showing the existence of it as a road. He stated the County Attorney advised that the property (right of way) has to belong to someone. Mr. Carl Cothern also stated concern that only Mr. Donald Gayle had presented the request and that the other neighbors had not been heard. Mrs. Ann Jarreau advised Mr. Donald Gayle to gather a petition. Mr. Walter Weakley stated Mr. Donald Gayle had not shown proof of being over a homeowner's association. Mr. Carl Cothern stated more documents were needed to be presented by Mr. Donald Gayle, and that the committee would go by the County Attorney's opinion. Ms. Connie Mayo withdrew her second to Mr. Gary Binkley's original motion to accept Margo Court as a county maintained road.

Mr. Walter Weakley asked if anyone had any additional old business to discuss. Ms. Connie Mayo advised Mr. John and Mrs. Linda Marchetti of Pleasant View had sold their property.

Mr. Walter Weakley asked about the status of the Narrows of the Harpeth. Mr. Jimmy Hedgepath advised it would be discussed with the County Attorney in the next full commission meeting.

Mr. Walter Weakley asked if anyone had any additional old business to discuss. Mr. Carl Cothern stated Sweatt Road is to have a 40 (forty) foot right-of-way and a 20 (twenty) miles per hour speed limit. Mr. Jimmy Hedgepath motioned Sweatt Road is to have a 40 (forty) foot right-of-way and a 20 (twenty) miles per hour speed limit. Mr. Gary Binkley seconded the motion. Roll call was taken in favor of this motion and all members voted yes. The motion was declared passed.

Mr. Walter Weakley asked if anyone had any new business to discuss. Mr. Carl Cothern brought up new business of removing a portion of Simmons Court at the dead end for Mr.

9 (A)

RESOLUTION TITLE:

Special Recognition And Congratulations To Retiring South

Cheatham Librarian Janet Walker

DATE:

May 16, 2022

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 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, on July 31, 2022, Janet Walker will retire as county librarian for the South Cheatham Library in Kingston Springs, Tennessee; and

Whereas, Janet has served in the position for fifteen years; and

Whereas, prior to joining the county, Janet served for 30 years in education; and

Whereas, Janet has established the South Cheatham Library as a centerpiece of community activity and involvement in the Town of Kingston Springs and Main Street; and

Whereas, Janet has consistently demonstrated professionalism in building community relationships; and

Whereas, during Janet's tenure in 2009, the "amazing little log cabin library" was nominated for "Best Small Library in America"; and

Whereas, in 2011, in a joint effort with Cheatham County Chamber of Commerce and Tennessee State Tourism Department, dedicated the only Civil War Trails marker in Cheatham County; and

Whereas, in 2012, Janet completed training with the Public Library Management Institute; and

Whereas, in 2014, International Children's Author and Illustrator, Jan Brett, visited the South Cheatham Library on a book tour; and

Whereas, in 2017, the library celebrated its 30<sup>th</sup> Anniversary with a reception during the annual Thanks for Giving Brunch where the facility was recognized in a State of Tennessee proclamation signed by State Representative Mary Littleton and House Speaker Beth Harwell; and

Whereas, Janet led the 15-week rebuilding of the library structure following the March 12, 2012, tornado that struck the downtown Kingston Springs location; and

Whereas, Janet led the library through the COVID-19 pandemic in 2020, including closure and safe return to operations; and

Therefore, Be It Resolved by the Cheatham County Legislative Body on the 16<sup>th</sup> day of May, 2022, to recognize and congratulate Janet Walker on her years of dedicated service to Cheatham County and the Kingston Springs community. We wish her only the best in retirement.

RECORD: Approved by voice vote 2 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS

Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 20<sup>th</sup> day of May 2022.

9 (B)

RESOLUTION TITLE:

To Approve The County Board Of Equalization Appointments

DATE:

May 16, 2022

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 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Gene Hannah, Gary Chance, Dale Brinkley, Brenda Montgomery, and Yvonne Stinnett are appointed to the Cheatham County Board of Equalization for a term beginning April 18, 2022 and ending April 17, 2024.

RECORD: Approved by voice vote 2 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness, My official signature and seal of said county, this 20th day of May 2022.

10

RESOLUTION TITLE:

Consent Calendar

DATE:

May 16, 2022

**MOTION BY:** 

Mr. Walter Weakley

SECONDED BY:

Mr. Tim Williamson

#### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following consent calendar and applicants for Notary Public are approved:

## Consent / Information:

1.	Beer Board	Did not meet
2.	Education	Sent budget back to School Board
3.	County Records	No Meeting
4.	Technical Committee	No Report
5.	Emergency Service	No Report
6.	Capital Improvements	No Report
<i>7</i> .	County Records	No Report
8.	Road & Bridge	

- A. Look into Margo Court
- B. Old New Hope Road
- 9. Calendar and Rules
- A. Sheriff agreed to have security at election office and all poles during primary and regular elections.
- B. Gun issue no resolution
- C. Dog issue no resolution
- D. Resolution for recognition and congratulations to retiring South Cheatham Librarian Janet Walker.
- E. County Board of Equalization appointment runs from April 18th, 2022 to April 17th, 2024

#### **Notaries**

Kasey Bright Denise Hayes Stefanie Johnson Sanford E. Patterson Pasty A. Smiley

Britt S. Bosworth Wanda J. Hooper Renee J. Kozakiewicz Cari L. Ryder Alfred P. Sumabat Spencer Hamlin Margie A. Jarrell Tammy Kay Louallen-Jones Chassady Shadowens Mandy K. Tomlin

RECORD: Approved by voice vote 2 Absent.

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

CHEATHAM COUNTY MAYOR'S REMARKS

Kerry McCarver, County Mayor

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

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

Witness, My official signature and seal of said county, this 20th day of May 2022.



11

RESOLUTION TITLE:

Adjourn

DATE:

May 16, 2022

**MOTION BY:** 

Mr. Walter Weakley

SECONDED BY:

Mr. David Anderson

#### COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 16<sup>th</sup> day of May 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 6:55 P.M.

RECORD: Approved by voice vote 2 Absent.

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

CHEATHAM COUNTY MAYOR S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

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

Witness My official signature and seal of said county, this 20th day of May 2022.