MINUTES CHEATHAM COUNTY LEGISLATIVE BODY REGULAR SESSION March 21, 2022

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on March 21, 2022 in Regular Session. Chairman Mr. Donnie Jordan and County Clerk Ms. Teresa Gupton presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

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

PUBLIC FORUM: Chairman Mr. Donnie Jordan opened Public Forum at 6:01 P.M.

Public Forum closed at 6:02 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Mike Breedlove at 6:02 P.M

Invocation was offered by Mr. Ronnie Barron.

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

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

Motion was made by Mr. Walter Weakley, seconded by Ms. Diana Lovell to approve the March 21, 2022 Legislative Body Meeting Agenda.

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

Motion was made by Mr. Tim Williamson, seconded by Ms. Diana Lovell to approve the Minutes from the February 28, 2022 Regular Session Legislative Body Meeting.

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

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

- A.) Signature on RJ Young copier contract with addendum for EMS
- B.) 10% compensation of the base amount for Martha Brooke Perry Regarding the Cheatham County Tax Attorney contract
- C.) Signature on Professional Services Agreement between Cheatham County and Caldwell Environmental Solutions, LLC
- D.) Signature on new contract for food service for inmates

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

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

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Mr. Ed Greer, seconded by Ms. Diana Lovell to approve the following:

- A.) Budget Amendments County General
- B.) Budget Amendments Highway / General Debt
- C.) Budget Amendments Solid Waste
- D.) Budget Amendments General Purpose School / Phone System Pegram Elementary School, Not To Exceed \$90,000
- E.) Capital Outlay Note Request-Schools: Seven (7) School buses \$925,218.00
- F.) Create Reserve for Unused Jail Food Service Funds at Year End, Not to Exceed \$100,000.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 5.

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

CAPITAL IMPROVEMENTS – Motion was made by Mr. Gary Binkley, seconded by Mr. Tim Williamson to approve \$8,600.12 for a new 4-ton American Standard 14 Seer Split heat pump system. Also pull new electrical circuit to indoor system due to conversion from gas to electric heat pump.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 6.

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

ROAD AND BRIDGE – Motion was made by Mr. Walter Weakley, seconded by Ms. Diana Lovell to add 300 feet to Indian Springs Road starting at the beginning of Indian Springs Road.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 7.

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

Mr. Walter Weakley stated the next Road and Bridge meeting will be held on the first Thursday of April at the Sycamore Square Complex in the David McCullough Room.

Mr. Gary Binkley asked Building and Codes Director Mr. Franklin Wilkinson to check on Maplewood Road for code violations.

CALENDAR, RULES AND NOMINATING – Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the following Special Recognitions:

Special Recognition	Sycamore High School Wrestling Team
Special Recognition	Logan Heckert
Special Recognition	Coach Steve Hamblin
Special Recognition	Dalen Kimble
Special Recognition	Taylor Turner
Special Recognition	Dylan Davenport
Special Recognition	Adan Alvarez
Special Recognition	Luke London
Special Recognition	Thomas Magness

Motion approved by voice vote 1 Absent. See Resolution 8.

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

CONSENT CALENDAR

Motion was made by Ms. Diana Lovell, seconded by Mr. Tim Williamson to approve the consent agenda with the following notaries:

Notaries

Amanda Binkley	Jennifer L. Davenport	Savannah C. Dozier
Georgia Evans	Guglielmo Franco	Daina Hunter
Eric K. Lockert	Terri Lynn Lockert	Sarah Denise Martin
Johnny Ray Mitchell	Lisa G. Parker	Emily Sellers
Jack Terlinden	Jamie M. Wells	•

Motion approved by voice vote 1 Absent. See Resolution 9.

Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to reopen the Comments from Elected Officials/Head of Departments Section of the Agenda at 6:19 P.M.

Motion approved by voice vote 1 Absent. See Resolution 10.

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

Director of the Veteran Service Office Mr. Lloyd Sharpe, spoke on the increase in claims being filed by the Veterans. Mr. Sharpe stated that Cheatham County has 593 Veteran claims with 228 active claims. 99% of claims are processed by phone or email. Mr. Sharpe encouraged anyone who knows a Veteran or Surviving Spouse that needs assistance to contact the Veteran Services Office at 615-246-1477.

Ms. Diana Lovell informed everyone that the Pegram Fish Fry will be Saturday, March 26 at 11:00 A.M. Ms. Diana Lovell also stated the Vietnam Veterans Day Ceremony is Tuesday, March 29th at 11:00 A.M. at the Sycamore Square Complex in the David McCullough Room.

Motion was made by Mr. Walter Weakley, seconded by Mr. Ed Greer to adjourn at 6:22 P.M.

Motion approved by voice vote 1 Absent. See Resolution 11.

County Clerk Papton

Legislative Body Chairman



1

RESOLUTION TITLE:

Quorum

DATE:

March 21, 2022

MOTION BY:

SECONDED BY:

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being eleven Commissioners present a quorum is declared.

RECORD:

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

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 25th day of March 2022.

Teresa Gupton, County Clerk

2

RESOLUTION TITLE:

To Approve Agenda

DATE:

March 21, 2022

MOTION BY:

Mr. Walter Weakley

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the March 21, 2022 Legislative Body meeting is approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

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 25th day of March 2022.

SEAL

Geresa Gupton, County Clerk

3

RESOLUTION TITLE:

To Approve Minutes

DATE:

March 21, 2022

MOTION BY:

Mr. Tim Williamson

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the February 28, 2022 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS

S'EAL

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 25th day of March 2022.

Teresa Gupton, County Clerk

4 (A)

RESOLUTION TITLE:

To Approve The Mayor's Signature On RJ Young Copier Contract

with Addendum for EMS

DATE:

March 21, 2022

MOTION BY:

Mr. Tim Williamson

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on RJ Young copier contract with addendum for EMS.

A copy of the Agreement is attached.

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

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

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I and 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 March 2022.

Teresa Gupton, County Clerk

	oung Company -						15)255			Page 1	1 of 2
P.O. Bo	ox 40623 Nashville, Ti				1	(8	00)347	-1955	Orde	r# H820	000
	Purc	hase Agree	ement		Customer Purc	hase Order			Sales R	ер#	
Cheatham County Government			Install Location Customer Name Cheatham County Government Department County								
Street Ad 100 Pu	^{dress} blic Sq Ste 95			-2-1	Street Address						
Ashlan			State	Zip+4 37015	City Ashland Cit	ly			State TN	Zip+4 37015	
	lame Cannon	Phone 61539	# 901952	Fax#	Meter Contact Jason Canr	non		Phona # 615390195	m m	Fax#	
Email: jason@	gradiustn.com				jason@radi	ustn.com					
Qty.	Manufacturer	Equip. ID		Model		Serial Number	T	Unit Pric	e	Amoun	t
1	Canon		iR ADV C3	57IF							
Trade-li	n/Buyout (Items to be	picked up)						Total This P	age		-
				1155				Total From / Equipment	List	240	00.00
						To Company	- H	Sales Ta	×		
1) The ed	quipment specified above	will be provided at the f	ollowing rate:	S:		Tax Exempt Yes Allach Comption Certificate	□ No	Tolai		240	00.00
	nmencemont Date	SMP/Maintenance SMP		Total Minimum Pnym	nont	Minimum Billing Frequenc Monthly	Y			Billing Freque Quarterly	iuch
	Monthly Minimum umber of B&W Copies 1000	Overage Rate p B&W Copy 0.014000	er	Monthly Minimu Number of Color C 400		Overage Rate per Color Copy 0.070000		Yes □ No Yes □ No	Cole	ster Unit or Supplies	
	Monthly Minimum umber of Square Feet	Overage Rate p Square Foot	per	Monthly Minimu Number of Linear		Overage Rale per Linear Fool		Yes □ No	lma Pari	m/Photo Cond ging Units ts/Labor er/Dispersant	
	Monthly Minimum umber of B&W Prints	Overage Rate p B&W Print	er	Monthly Minimu Number of Color F		Overage Rate per Color Print	n V	Yes □ No Yes ■ No Iew Account Ipgrade	Oth	reloper er ■ New Equipr □ Remanufac	
	Monthly Minimum Number of Misc	Overage Rate p Misc	er	Monthly Minimu Number of Misc		Overage Rale per Misc 2	• A	Additional Unit		Equipment Used	
Remarks; Rates a	re locked for 36 montl	hs.						∕es ∎ Na	MIC	R Toner	
Signa		erms and conditions			Sales Re	p:			Daf	(e:	
Print Title:	Name:		D-	ate:	Sales Ma	nager;			D-4	le:	
					1 -2.00 1110				_ Dat	.6	



- 2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
- 3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
- 4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
- 5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
- This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
- 7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

- 8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
- Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m.,
 Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at
 established overtime rates.
- 10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
- 11. Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify RJY of any change in the Meter Contact assignment.
- 12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
- 13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
- 14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
- 15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
- 16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville. Tennessee.
- 17. Sales or use tax shall be added where applicable.

ADDENDUM

This Addendum is executed this the ___ day of ____ 2022 by and between **Cheatham County, Tennessee** ("County") and **RJ Young Company** ("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. <u>Maximum Contract Term.</u> The total term of the agreement, including extensions, 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. <u>Delays</u>. Any provisions entitling Vendor to payment from County based on delays in performing services or delivering goods will be limited to Vendor's reasonable costs incurred as a result of such delay.
- 4. <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.
- 5. <u>Insurance</u>. County is not required to maintain any type or amount of insurance and will not name Vendor as an additional insured on any policy of insurance. County does not waive any right of subrogation it or any insurance carrier may have against Vendor.
- Security Interest. County does not grant Vendor a lien or any type of security interest in any property of the County. Vendor shall have no right to file any instrument purporting to assert a lien or security interest.
- Choice of Law and Venue. 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.

8. <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

4 (B)

RESOLUTION TITLE:

To Approve The Mayor's Signature For The Cheatham County

Delinquent Tax Attorney Contract

DATE:

March 21, 2022

MOTION BY:

Mr. Tim Williamson

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, This Agreement entered into on this 8th day of March, 2022, between Margie Jarrell, Trustee for Cheatham County, Tennessee (hereinafter called "Trustee"), and Martha Brooke Perry, Attorney-at-Law (hereinafter called "Attorney"),

WHEREAS, the Trustee is in need of a delinquent tax attorney to assist in the collection of the delinquent Cheatham County, Tennessee property taxes, in accordance with Tenn. Code Ann, 67-5-2003, et seq.; and

WHEREAS, Attorney is a qualified attorney licensed to practice law in the State of Tennessee and a resident of Cheatham County, Tennessee.

NOW, THEREFORE, in consideration of the Attorney assisting Trustee in the collection of the delinquent property taxes of Cheatham County, Tennessee, Trustee and Attorney agree as follows:

- 1. That Attorney is hired to assist in the collection of the delinquent property taxes of Cheatham County, Tennessee, in accordance with Tenn. Code Ann. 67-5-2404 for the period beginning midnight on April 1, 2022 and ending at midnight March 31, 2023, pursuant to the authority of the Trustee, subject to approval of the County Mayor and the conditions of this agreement as set forth herein.
- 2 That, in accordance with State law, the Attorney shall receive as compensation ten percent (10%) of the base amount collected for Cheatham County, Tennessee.
- That the Attorney shall diligently work to assist the Trustee in the collection of the delinquent taxes of Cheatham County, Tennessee,
- 4. That the Attorney may void this agreement if she becomes unable to complete her obligations under this agreement; and the Trustee may void this agreement if the Trustee is dissatisfied with the performance of the Attorney,

IN WITNESS WHEREOF, the parties have set their hands to this agreement as of the date aforestated, and, in accordance with Tenn. Code Ann. 67-5-2404, Kerry McCarver, Mayor of Cheatham County, Tennessee has also affixed his signature to this agreement as evidence of his approval of the retention of Attorney's services in this matter in

accordance with the terms herein contained.

Margie Jarrell Trustee of Cheatham County	y, TN	Martha Brooke Perry Attorney-at Law	
Kerry McCarver Mayor of Cheatham County			
RECORD: Approved by re	oll call vote 11	Yes 0 No 1 Absent	
David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes
CHEATHAM COUNTY M		McCarver, County Ma	yor
passed in open court and of that this resolution was pro	y certify that I a see. And as suc Tered for signat mptly and fully	the duly authorized and the official, I further certificate to the Honorable Ke recorded and is open to	rry McCarver, County Mayor public inspection.
Witness, My official signat	ure and seal of	said county, this 25 th day Lessa Teresa Gupton, Coun 2	uston

4 (C)

RESOLUTION TITLE:

To Approve The Mayor's Signature On Professional Service

Agreement Between Cheatham County and Caldwell

Environmental Solutions, LLC

DATE:

March 21, 2022

MOTION BY:

Mr. Tim Williamson

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on professional service agreement between Cheatham County and Caldwell Environmental Solutions, LLC.

A copy of the Agreement is attached.

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

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

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 25th day of March 2022.

Teresa Gupton, County Clerk

Professional Services Agreement

This Agreement is made this	day of	, 2022, by and between
the Cheatham County, Tennessee, h	nereinafter referred to	as the "Institution", and Caldwell
Environmental Solutions, LLC, a limit	ted liability company,	hereinafter referred to as "Contractor".

The parties have agreed and do hereby enter into this Agreement according to the provisions set out herein, to complete the 2021 annual reporting, Annual Progress Report (APR), as required by the Tennessee Department of Environment and Conservation (TDEC), for Cheatham County:

- A. The Contractor agrees to perform the following services:
 - Attend required 2021 Annual Progress Report (APR) Workshop.
 - Collect recycling reports from municipalities and businesses to include in APR reporting.
 - Interview Institution leadership to gather pertinent information to update APR details.
 - Compile data and other information needed to complete all sections of the APR.
 - Enter all data and information gathered into the TDEC online platform.
 - Communicate with TDEC as needed to complete the required APR.
 - Send completed APR to Institution for review prior to request for approval of APR.
 - Make changes, as requested, to information provided within the APR.
 - Complete APR approval process via email through the Mayor's office of the Institution.
 - Submit the Cheatham County APR to TDEC by the required deadline.
 - Provide a written summary of the APR details from the approved report.
 - Schedule time, if requested, to present the final APR to the Solid Waste Regional Board, and answer any questions.

B. The Institution agrees to:

- Provide needed information for completion of the APR including, but not limited to, budgets, recycling reports, changes or updates in solid waste operations and management systems, and detailed information for 10-year plan update, within ten (10) business days of the request.
- Pay Contractor a total contract sum of one-thousand five hundred dollars (\$1,500), upon receipt of invoice, after completion and submittal of the 2021 APR.
- Contractor's relationship shall be that of an independent contractor and Institution shall not withhold taxes of Social Security payments from any sum paid hereunder.
- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.
 - The parties shall abide by all applicable Federal and State laws pertaining to discrimination and hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the party on the grounds of classifications protected by Federal or State law.

- The parties to this Agreement will not act as employees, partners, joint venturers, or associates of one another. The parties in this Agreement are independent contracting entities. Nothing in this Agreement will be construed to create an employer/employee relationship. The employees or agents of one party are not the employees or agents of the other party. Institution will not provide Contractor with office space, desks, equipment, or supplies.
- Contractor will carry adequate liability and other appropriate forms of insurance, including worker's compensation insurance on its employees when required by law.
- Contractor agrees to pay all applicable taxes incident to this Agreement.
- The term of this Agreement shall end no later than April 15, 2022.
- The Contractor shall submit to the Institution progress reports, if requested by the Institution.
- All work performed by Contractor under this Agreement is work made for hire and is
 the property of Institution unless otherwise provided for in writing by Institution. All
 work products including but not limited to forms, legal documents, information
 materials, reports, background check documentation, text, and exhibits produced by
 Contractor in the performance of this Agreement are owned by the Institution, and,
 on completion of this Agreement, Contractor must deliver these materials to
 Institution.

In witness whereof, the Parties have by their duly authorized representatives set their signatures.

CALDWELL ENVIRONMENTAL SOLUTIONS, LLC, TENNESSEE	CHEATHAM COUNTY, TENNESSEE		
Ву:	By:		
Name:	Name:		
Title:	Title:		
Date:	Date:		

4 (D)

RESOLUTION TITLE:

To Approve The Mayor's Signature For A Food Services

Agreement With Trinity Service Group

DATE:

March 21, 2022

MOTION BY:

Mr. Tim Williamson

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature for a food services agreement with Trinity Service Group.

A copy of the Agreement is attached.

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

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

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 25th day of March 2022.

Teresa Gupton, County Clerk

SEAL CREATURED MAY LEGS

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between Cheatham County Sheriff's Office, Cheatham County, Tennessee, with principal offices located at 354 Frey Street, Suite E, Ashland City, TN 37015 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client has issued a Request for Proposal for Inmate Food Services at the Cheatham County Jail ("RFP") and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS, Client desires to accept the Proposal and avail itself of Trinity's services; and

WHEREAS, Trinity desires to perform such services for Client.

NOW, **THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the Cheatham County Jail (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

- 2.1. Pursuant to the terms, conditions and requirements of the RFP, including but not limited to the RFP and the Proposal, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the Tennessee Jail Standards regarding food service and the requirements set forth in the RFP.
- 2.2. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

- 2.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.
- **2.4.** Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.
- 2.5. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.
- **2.6.** Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.
- **2.7.** Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.
- 2.8. In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

- **3.2.** Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.
- **3.3.** Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.
 - 3.4. Client will reimburse Trinity for all paper products used during lock down events.
- **3.5.** Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.
- **3.6.** Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to the indemnifying party, its managers, members, officers, employees, agents or subcontractors in the performance of their obligations under this Agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notwithstanding the foregoing, Trinity

shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client. The provisions of this Section shall survive the expiration or termination of this Agreement.

- **5.2.** Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.
- **5.3.** Trinity shall obtain and maintain insurance as required by the terms of the RFP. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects such coverage prior to the commencement of Services hereunder.
- **5.4.** Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

SECTION 6. COMMENCEMENT AND TERMINATION

- **6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall be for three years beginning on April 10, 2022.
- **6.2.** Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.
- **6.3** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.
- **6.4.** Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Che

Cheatham County Sheriff's Office 354 Frey Street, Suite E Ashland City, TN 37015 If to Trinity:

Trinity Services Group, Inc. Attn: Chief Operating Officer 477 Commerce Boulevard Oldsmar, FL 34677-3018

With copy to: Trinity Services Group, Inc.

Attn: General Counsel 1260 Andes Boulevard St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during. and for two (2) years after the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. **INFORMATION TECHNOLOGY SECURITY**

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party

shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 14. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Tennessee and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of Tennessee.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Cheatham County Sheriff's Office	Trinity Services Group, Inc.	
Ву:	Ву:	
Printed Name:	Printed Name:	
Title:	Title:	_
Date:	Date:	

EXHIBIT A FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices shall be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the Agreement anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been reestablished to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

IV. EQUIPMENT FUND

Trinity shall provide Client with a capital investment in the amount of thirty-eight thousand dollars (\$38,000.00) for the purpose of purchasing new equipment necessary for Trinity's production processes to be effective ("Capital Investment"). The Capital Investment will be amortized over thirty-six (36) months (April 10, 2022 through March 31, 2025). Should the Agreement expire or be terminated prior to March 31, 2025, the full thirty-six (36) month Capital Investment amortization period, Client agrees to repay Trinity the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination. For example, if Client terminated this Agreement with twelve (12) months remaining, Client would be responsible for reimbursing Trinity the unamortized amount of twelve thousand six hundred sixty-six dollars and sixty-seven cents (\$12,666.67) or (\$38,000/36 months x 12 months remaining).

All equipment purchased with the Capital Investment (whether by Client or Trinity) will be the property of the Client, subject to the repayment obligations of this Section, and Client will be responsible for paying all sales taxes assessed on the equipment unless Client is exempt from the payment of sales tax. The Client will maintain, repair, and replace all other food service equipment at its own expense in accordance with Section 3.2.

SCHEDULE 1 SCALE

Inmate Population From – To	Price Per Meal
71 – 85	\$2.287
86 – 100	\$2.000
101 – 115	\$1.799
116 – 130	\$1.650
131 – 145	\$1.544
146 – 160	\$1.462
161 – 175	\$1.395
176 – 190	\$1.339

5 (A)

RESOLUTION TITLE:

To Authorize The Following Budget Amendments To The County

General Fund

DATE:

March 21, 2022

MOTION BY:

Mr. Ed Greer

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments to the County General Fund:

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

Rural Fire Protection

101-34625-02

Committed For Public Safety

\$1,000.00

101-54320-358-003

Remittance of Revenue Collected - Ashland City

\$1,000.00

Transfer funds from Ashland City's Fire Tax reserve to replace tires and headlights on the fire truck to fiscal year 2021-2022.

Circuit Court

101-34520-03

Restricted for Administration of Justice

\$9,218.75

101-34520-04

Restricted for Administration of Justice

\$9,218.75

101-53100-719

Office Equipment

\$18,437.50

Transfer reserved Data Processing Fees from Circuit Reserve and General Sessions Reserve to purchase web access and inquiry subscription service for both Circuit and General Sessions Courts.

NOTE: Other amendments

Rabies and Animal Control

101-55120-338	Maintenance and Repair-Vehicles	\$4,500.00	
101-55120-349	Printing, Stationary, and Forms	\$300.00	
101-55120-719	Office Equipment	\$1,000.00	
101-55120-169	Part-Time Personnel		\$5,800.00

Transfer unused budgeted funds to cover additional part-time pay needed for fiscal year 2021-2022.

South Cheatham Library

101-47401 American Rescue Plan Act Grant- Libraries \$2,580.00

101-56500-435-002 Office Supplies \$2,580.00

Transfer ARPA Grant funds reimbursed to the South Cheatham Library back to the expenditure line the purchase was made from.

Budget Vote: 5 Yes 0 No 0 Absent

Reviewed/No Objections at Commission Workshop (03/14/2022)

Funding Source: Various

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

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

CHEATHAM COUNTY MAYOR'S RIMMARKS:

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 25 th day of March 2022.
Teresa Gupton, County Clerk
Teresa dupton, County Clerk

5 (B)

RESOLUTION TITLE:

To Authorize The Following Budget Amendments To

Highway/General Debt

DATE:

March 21, 2022

MOTION BY:

Mr. Ed Greer

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments to the Highway/Public Work Funds:

Operation and Maintenance of Equipment

131-63100-425

Gasoline

\$603.18

131-63100-187

Overtime Pay

\$603.18

Transfer unused budgeted funds to cover overtime needed

Budget Vote: 5 Yes 0 No 0 Absent

Reviewed/No Objections at Commission Workshop (03/14/2022)

Funding Source: Unused Budgeted Funds

Transfers Out

131-34550

Restricted for Highways/Public Works \$100,000.00

131-99100-590

Transfers to Other Funds

\$100,000.00

Transfer funds from Highway fund balance to General

Debt Service fund to pay towards principal of

Highway Facility loan

Debt Service – General Government

151-49800

Transfers In

\$100,000.00

151-82110-612-02 Principal on Other Loans

\$100,000.00

Transfer funds from Highway fund balance to General

Debt Service fund to pay towards principal of

Highway Facility loan

Budget Vote: 5 Yes 0 No 0 Absent

Reviewed/No Objections at Commission Workshop (03/14/2022)

Funding Source: Highway Fund Balance

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

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

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 25th day of March 2022.

Teresa Gupton, County Clerk

SEAL

5 (C)

RESOLUTION TITLE:

To Authorize The Following Budget Amendments For The Solid

Waste Fund

DATE:

March 21, 2022

MOTION BY:

Mr. Ed Greer

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 March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste Fund:

Convenience Centers

116-34530

Restricted for Public Health and Welfare

\$8,919.32

116-55732-336

Maintenance and Repair - Equipment

\$8,919.32

Transfer funds from Solid Waste Fund Balance for additional funds needed to repair the 2009 Volvo VHD roll-off truck.

Budget Vote: 5 Yes 0 No 0 Absent

Reviewed/No Objections at Commission Workshop (03/14/2022)

Funding Source: Solid Waste Fund Balance

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

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

CHEATHAM COUNTY MAYOR'S KEMARKS

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 25th day of March 2022.



5 (D)

RESOLUTION TITLE:

To Authorize The Following Budget Amendments For General

Purpose School Fund Not To Exceed \$90,000.00

DATE:

March 21, 2022

MOTION BY:

Mr. Ed Greer

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 March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund not to exceed \$90,000.00:

Technology

141-39000

Unassigned \$90,000.00

141-72250-307

Communication

\$90,000.00

Transfer funds from general Purpose School fund balance to upgrade Pegram Elementary School's Phone Service

Board of Education Vote: 5 Yes 0 No 1 Absent

Budget Vote: 5 Yes 0 No 0 Absent

Reviewed/No Objections at Commission Workshop (03/14/2022)

Funding Source: General Purpose School Fund Balance

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

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

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 25th day of March 2022.

RESOLUTION: 5 (E)

RESOLUTION TITLE: To Authorize A Three-Year Capital Outlay Note For Seven School

Busses Not To Exceed \$925,218.00

DATE: March 21, 2022

MOTION BY: Mr. Ed Greer

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of Cheatham County, Tennessee (the Local Government) has determined that it is necessary and desirable to issue capital outlay notes in order to provide funds for the following public works project: Seven (7) School Buses (the "Project"); and

WHEREAS, the Governing Body of Cheatham County, Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue capital outlay notes in order to provide funds for the following public works project: Seven (7) School Buses (the "Project"); and

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

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

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

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

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Nine Hundred Twenty-Five Thousand Two Hundred and Eighteen Dollars (\$925,218.00) (the

"Notes"). The Notes shall be designated "Seven (7) School Buses Capital Outlay Notes, Series 2022"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed three point twenty-five per cent (3.25%) per annum, and in no event shall the rate exceed the legal limit provided by law.

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

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

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

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

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be

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

- **Section 7**. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.
- **Section 8.** [The Notes shall be sold at competitive sale in accordance with the Act.] or [The Notes shall be sold by negotiated sale in accordance with the Act.] or [The Notes shall be sold through the informal bid process provided in Tenn. Code Ann. Section 9-21-609.]
- **Section 9**. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.
- **Section 10**. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.
- Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.
- **Section 12**. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 21st day of March, 2022.

Executive)

ATTESTED:

(Recording Officer) Short C.D. C.

(Local Government Chief



Attachment 1 CAPITAL OUTLAY NOTE FORM

Registered Note No.	
Registered \$	_
	(Name of Local Government)
	of the State of Tennessee
	Capital Outlay Notes, Series 20
DATED:	
INTEREST RATE:	
MATURITY DATE:	
Registered Owner:	
Principal Sum:	
Owner hereof (named above Maturity Date specified above this note shall have been duly shall have been duly made of	, Tennessee (the Local Government) hereby d, and for value received hereby promises to pay to the Registered e), or registered assigns, the Principal Sum specified above on the ve or according to an amortization schedule attached hereto (unless y called for prior redemption and payment of the redemption price or provided for), upon presentation and surrender to the Local d to pay interest on the Principal Sum on
and thereafter onspecified above or according warrant mailed to the Regist the fifteenth (15th) calendar note register maintained by	of each year at the Interest Rate per annum to an amortization schedule attached hereto, by check, draft, or ered Owner at the address of the Registered Owner as it appears on day of the month next preceding the applicable payment date in the or on behalf of the
at the office of the Of the Lo	I Government. Both principal of and interest on this note are payable ocal Government or a paying agent duly appointed by the Local y of the United States of America.

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

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of
% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]
This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on theday of, 20(the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.
This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.
Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.
IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.
IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the with
the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the day of 20 .

(Local Government Chief Executive)

ATTESTED:

my a Show C.D.C.

(Recording Officer)

ASSIGNMENT

Note No
Amount: \$
For value received, the undersigned hereby sells, assigns, and transfers unto
(Name and Address of assignee)
(Please indicate social security or other tax identifying number of assignee)
The within-mentioned note and hereby irrevocably constitutes and appoints attorney-in-fact, to transfer the same on the note register in the office of the or the agent of the Local Government with full power of
substitution in the premises.
Date:
Assignor:
Address:

School Board Vote: 5 Yes 0 No 1 Absent Budget Vote: 5 Yes 0 No 0 Absent

Reviewed/No Objections at Commission Workshop (03/14/2022)

Funding Source: Note Proceeds

Approval of this note also provides approval of the following Budget Amendment

Education Capital Projects

177-49200

Notes Issued

\$925,218.00

117-91300-799

Other Capital Outlay

\$925,218.00

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

David Anderson

Yes

Donnie Jordan

Yes

Gary Binkley

Yes

Walter Weakley

Yes

Ann Jarreau

Yes

Diana Pike Lovell

Yes

Tim Williamson

Yes

Eugene O. Evans, Sr.

Absent

Chris Gilmore

Yes

Ed Greer

Yes

Connie Mayo

Yes

Randy Liles

Yes

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 25th day of March 2022CO

eresa Gupton, County Clerk

g

5 (F)

RESOLUTION TITLE:

To Create Reserve For Unused Jail Food Service Funds at Year

End Not To Exceed \$100,000.00

DATE:

March 21, 2022

MOTION BY:

Mr. Ed Greer

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 March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to create a reserve for funding unused jail food service funds at year end.

In October 2019, the Cheatham County Jail began using a Jail Food Service Provider. Due to the inability to predict inmate population from year to year, the Sheriff's Department is requesting to create a reserve for unused funds in the Food Service expenditure line up to \$100,000.00. This would allow a funding source for future years in the event inmate population increased to a level beyond what is budgeted for food service. In addition, a restriction would be established not allow those budgeted funds to be amended out of that expenditure line.

<u>Chairman Donnie Jordan</u> Motion to create reserve titled "Unused Jail Food Service Funds" and setup as 101-34625-07 (Committed for Public Safety)

Commissioner Tim Williamson Seconded

Budget Vote: 5 Yes 0 No 0 Absent

Reviewed/No Objections at Commission Workshop (03/14/2022)

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

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

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 25th day of March 2022.

Teresa Gupton, County Clerk

SEAL ORGANIZED MAY 1950

6

RESOLUTION TITLE:

To Approve Funding For The New HVAC System At The

Sheriff's Department

DATE:

March 21, 2022

MOTION BY:

Mr. Gary Binkley

SECONDED BY:

Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21th day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve \$8,600.12 for a new 4 ton American Standard 14 Seer Split heat pump system. Also pull new electrical circuit to indoor system due to conversion from gas to electric heat pump.

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

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

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 25th day of March 2022.



7

RESOLUTION TITLE:

To Approve The Road And Bridge Recommendation To Add 300

Feet To Indian Springs Road

DATE:

March 21, 2022

MOTION BY:

Mr. Walter Weakley

SECONDED BY:

Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Road and Bridge recommendation to add 300 feet to Indian Springs Road starting at the beginning of Indian Spring Road.

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

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

CHEATHAM COUNTY MAYOR'S RIMARKS

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 25th day of March 2022.

Teresa Gupton, County Clerk

SEAL ORGANIZED MAY TOUGH

8 (A)

RESOLUTION TITLE:

To Approve A Special Recognition For Sycamore High School

Wrestling Team

DATE:

March 21, 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 21st day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Cheatham County Commission recognizes Sycamore High School 2022 Wrestling Team.

Whereas, Sycamore High School is located at 1021 Old Clarksville Pike, Pleasant View, successfully represented Cheatham County in statewide competition; and

Whereas, Sycamore High Wrestling team earn and brought home to Cheatham County the Region 7 title; and

Whereas, Sycamore High Wrestling Coach Steve Hamblin was named Coach of the Year; and

Whereas, Sycamore High Wrestling team advanced to the TSSAA State Wrestling Tournament held February 24-26, 2022, at the Williamson County Ag Expo Park where the team finished fourth overall in the Class A division; and

Whereas, individual accomplishments include Logan Heckert earning the State title in the 160-pound weight class; and

Whereas, individual accomplishments include Dalen Kimble securing the State title in the 138-pound weight class; and

Whereas, Luke London, placed runner up in the 145-pound weight class; and

Whereas, Dylan Davenport earned third place in the 126-pound weight class.

Therefore, be it resolved, the Commission and County Mayor recognize the many positive accomplishment of the Sycamore High School War Eagles wrestling team. Thank you for your positive impact on the school as well as our county.

Presented by the County Mayor and Commissioners this 18th Day of April, 2022.

Kerry R. McCarver, May	yor Donnie	Jordan, Chairman

Cheatham County Commission

RECORD: Approved by voice vote 1 Absent.

David Anderson Donnie Jordan

Gary Binkley Walter Weakley

Ann Jarreau Diana Pike Lovell

Tim Williamson Eugene O. Evans, Sr. Absent

Chris Gilmore Ed Greer

Connie Mayo Randy Liles

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 25th day of March 2022.

8 (B)

RESOLUTION TITLE:

To Approve A Special Recognition For Sycamore High School

Wrestling Team

DATE:

March 21, 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 21st day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Cheatham County Commission recognizes Sycamore High School 2022 Wrestling Team.

Whereas, Sycamore High School is located at 1021 Old Clarksville Pike, Pleasant View, successfully represented Cheatham County in statewide competition; and

Whereas, Sycamore High Wrestling team earn and brought home to Cheatham County the Region 7 title; and

Whereas, Sycamore High Wrestling Coach Steve Hamblin was named Coach of the Year; and

Whereas, Sycamore High Wrestling team advanced to the TSSAA State Wrestling Tournament held February 24-26, 2022, at the Williamson County Ag Expo Park where the team finished fourth overall in the Class A division; and

Whereas, individual accomplishments include Logan Heckert earning the State title in the 160-pound weight class; and

Whereas, individual accomplishments include Dalen Kimble securing the State title in the 138-pound weight class; and

Whereas, Luke London, placed runner up in the 145-pound weight class; and

Whereas, Dylan Davenport earned third place in the 126-pound weight class.

Therefore, be it resolved, the Commission and County Mayor recognize the many positive accomplishment of the Sycamore High School War Eagles wrestling team. Thank you for your positive impact on the school as well as our county.

Presented by the County Mayor and Commissioners this 18th Day of April, 2022.

Kerry R. McCarver, Mayor

Donnie Jordan, Chairman

Cheatham County

County Commission

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMA

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 25th day of March 2022.

8 (C)

RESOLUTION TITLE:

To Approve A Special Recognition For Sycamore High School

Wrestling Team

DATE:

March 21, 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 21st day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Cheatham County Commission recognizes Sycamore High School 2022 Wrestling Team.

Whereas, Sycamore High School is located at 1021 Old Clarksville Pike, Pleasant View, successfully represented Cheatham County in statewide competition; and

Whereas, Sycamore High Wrestling team earn and brought home to Cheatham County the Region 7 title; and

Whereas, Sycamore High Wrestling Coach Steve Hamblin was named Coach of the Year; and

Whereas, Sycamore High Wrestling team advanced to the TSSAA State Wrestling Tournament held February 24-26, 2022, at the Williamson County Ag Expo Park where the team finished fourth overall in the Class A division; and

Whereas, individual accomplishments include Logan Heckert earning the State title in the 160-pound weight class; and

Whereas, individual accomplishments include Dalen Kimble securing the State title in the 138-pound weight class; and

Whereas, Luke London, placed runner up in the 145-pound weight class; and

Whereas, Dylan Davenport earned third place in the 126-pound weight class.

Therefore, be it resolved, the Commission and County Mayor recognize the many positive accomplishment of the Sycamore High School War Eagles wrestling team. Thank you for your positive impact on the school as well as our county.

Presented by the County Mayor and Commissioners this 18th Day of April, 2022.

Kerry R. McCarver, Mayor	Donnie Jordan, Chairman
Cheatham County	County Commission
RECORD: Approved by voice vote 1 Abs	sent.
David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles
CHEATHAM COUNTY MAYOR'S REA	McCarver, County Mayor
Cheatham County, Tennessee. And as suc passed in open court and offered for signar	MOWLEDGMENT: In the duly authorized and acting County Clerk of the official, I further certify that this resolution was duture to the Honorable Kerry McCarver, County Mayor recorded and is open to public inspection

Witness, My official signature and seal of said county, this 25th day of March 2022.



8 (D)

RESOLUTION TITLE:

To Approve A Special Recognition For Sycamore High School

Wrestling Team

DATE:

March 21, 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 21st day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Cheatham County Commission recognizes Sycamore High School 2022 Wrestling Team.

Whereas, Sycamore High School is located at 1021 Old Clarksville Pike, Pleasant View, successfully represented Cheatham County in statewide competition; and

Whereas, Sycamore High Wrestling team earn and brought home to Cheatham County the Region 7 title; and

Whereas, Sycamore High Wrestling Coach Steve Hamblin was named Coach of the Year; and

Whereas, Sycamore High Wrestling team advanced to the TSSAA State Wrestling Tournament held February 24-26, 2022, at the Williamson County Ag Expo Park where the team finished fourth overall in the Class A division; and

Whereas, individual accomplishments include Logan Heckert earning the State title in the 160-pound weight class; and

Whereas, individual accomplishments include Dalen Kimble securing the State title in the 138-pound weight class; and

Whereas, Luke London, placed runner up in the 145-pound weight class; and

Whereas, Dylan Davenport earned third place in the 126-pound weight class.

Therefore, be it resolved, the Commission and County Mayor recognize the many positive accomplishment of the Sycamore High School War Eagles wrestling team. Thank you for your positive impact on the school as well as our county.

Presented by the County Mayor and Commissioners this 18th Day of April, 2022.

Kerry R. McCarver, Mayor

Donnie Jordan, Chairman

Cheatham County

County Commission

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

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 25th day of March 2022.

8 (E)

RESOLUTION TITLE:

To Approve A Special Recognition For Harpeth High School

Wrestling Team

DATE:

March 21, 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 21st day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Cheatham County Commission recognizes Harpeth High School 2022 Wrestling Team.

Whereas, Harpeth High School located at 170 E. Kingston Springs Road, Kingston Springs, successfully represented Cheatham County in a statewide competition; and

Whereas, Thomas (Tell) Magness brought home third place in the 152-pound division; and

Whereas, Taylor Turner earned fourth place in the 113-pound weight division.

Therefore, be it resolved, the Commission and County Mayor recognize the positive accomplishments of the Harpeth High School wrestling team. Thank you for your positive impact on the school as well as our county.

Presented by the County Mayor and Commissioners this 18th Day of April, 2022.

Kerry R McCarver, Mayor

Donnie Jordan, Chairman

Cheatham County

County Commission

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry MgCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I amthe 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 March 2022.

8 (F)

RESOLUTION TITLE:

To Approve A Special Recognition For Sycamore High School

Wrestling Team

DATE:

March 21, 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 21st day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Cheatham County Commission recognizes Sycamore High School 2022 Wrestling Team.

Whereas, Sycamore High School is located at 1021 Old Clarksville Pike, Pleasant View, successfully represented Cheatham County in statewide competition; and

Whereas, Sycamore High Wrestling team earn and brought home to Cheatham County the Region 7 title; and

Whereas, Sycamore High Wrestling Coach Steve Hamblin was named Coach of the Year; and

Whereas, Sycamore High Wrestling team advanced to the TSSAA State Wrestling Tournament held February 24-26, 2022, at the Williamson County Ag Expo Park where the team finished fourth overall in the Class A division; and

Whereas, individual accomplishments include Logan Heckert earning the State title in the 160-pound weight class; and

Whereas, individual accomplishments include Dalen Kimble securing the State title in the 138-pound weight class; and

Whereas, Luke London, placed runner up in the 145-pound weight class; and

Whereas, Dylan Davenport earned third place in the 126-pound weight class.

Therefore, be it resolved, the Commission and County Mayor recognize the many positive accomplishment of the Sycamore High School War Eagles wrestling team. Thank you for your positive impact on the school as well as our county.

Presented by the County Mayor and Commissioners this 18th Day of April, 2022.

Kerry R. McCarver, Mayor

Donnie Jordan, Chairman

Cheatham County

County Commission

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

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 25th day of March 2022.

8 (G)

RESOLUTION TITLE:

To Approve A Special Recognition For Cheatham County Central

High School Wrestler

DATE:

March 21, 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 21st day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Cheatham County Commission recognizes Cheatham County Central High School Wrestler

Whereas, Cheatham County High School, located at 1 Cub Circle, Ashland City, successfully represented Cheatham County in statewide competition; and

Whereas, Adan Alverez earned fourth place in the 132-pound division;

Therefore, be it resolved, the Commission and County Mayor recognize the positive accomplishments of Adan and the Cheatham County Central High wrestling team. Thank you for your positive impact on the school as well as our county.

Presented by the County Mayor and Commissioners this 18th Day of April, 2022.

Kerry R. McCarver, Mayor

Donnie Jordan, Chairman

Cheatham County

County Commission

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

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 25th day of March 2022.



8 (H)

RESOLUTION TITLE:

To Approve A Special Recognition For Sycamore High School

Wrestling Team

DATE:

March 21, 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 21st day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Cheatham County Commission recognizes Sycamore High School 2022 Wrestling Team.

Whereas, Sycamore High School is located at 1021 Old Clarksville Pike, Pleasant View, successfully represented Cheatham County in statewide competition; and

Whereas, Sycamore High Wrestling team earn and brought home to Cheatham County the Region 7 title; and

Whereas, Sycamore High Wrestling Coach Steve Hamblin was named Coach of the Year; and

Whereas, Sycamore High Wrestling team advanced to the TSSAA State Wrestling Tournament held February 24-26, 2022, at the Williamson County Ag Expo Park where the team finished fourth overall in the Class A division; and

Whereas, individual accomplishments include Logan Heckert earning the State title in the 160-pound weight class; and

Whereas, individual accomplishments include Dalen Kimble securing the State title in the 138-pound weight class; and

Whereas, Luke London, placed runner up in the 145-pound weight class; and

Whereas, Dylan Davenport earned third place in the 126-pound weight class.

Therefore, be it resolved, the Commission and County Mayor recognize the many positive accomplishment of the Sycamore High School War Eagles wrestling team. Thank you for your positive impact on the school as well as our county.

Presented by the County Mayor and Commissioners this 18th Day of April, 2022.

Kerry R. McCarver, Mayor	Donnie Jordan, Chairman
Cheatham County	County Commission
RECORD: Approved by voice vote	e 1 Absent.
David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles
Cheatham County, Tennessee. And passed in open court and offered for	Kerry McCarver, County Mayor

Witness, My official signature and seal of said county, this 25th day of March 2022.



8 (I)

RESOLUTION TITLE:

To Approve A Special Recognition For Harpeth High School

Wrestling Team

DATE:

March 21, 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 21st day of March, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Cheatham County Commission recognizes Harpeth High School 2022 Wrestling Team.

Whereas, Harpeth High School located at 170 E. Kingston Springs Road, Kingston Springs, successfully represented Cheatham County in a statewide competition; and

Whereas, Thomas (Tell) Magness brought home third place in the 152-pound division; and

Whereas, Taylor Turner earned fourth place in the 113-pound weight division.

Therefore, be it resolved, the Commission and County Mayor recognize the positive accomplishments of the Harpeth High School wrestling team. Thank you for your positive impact on the school as well as our county.

Presented by the County Mayor and Commissioners this 18th Day of April, 2022.

Kerry R. McCarver, Mayor

Donnie Jordan, Chairman

Cheathan County

County Commission

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

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 25th day of March 2022.



9

RESOLUTION TITLE:

Consent Calendar

DATE:

March 21, 2022

MOTION BY:

Ms. Diana Lovell

SECONDED BY:

Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Notary Publics are approved:

Notaries

Amanda Binkley

Jennifer L. Davenport

Savannah C. Dozier

Georgia Evans Eric K. Lockert Guglielmo Franco Terri Lynn Lockert Daina Hunter Sarah Denise Martin

Johnny Ray Mitchell Jack Terlinden Lisa G. Parker Jamie M. Wells Emily Sellers

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

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 25th day of March 2022.



10

RESOLUTION TITLE:

To Reopen Comments From Elected Officials And Department

Heads Section Of The Agenda At 6:19 P.M.

DATE:

March 21, 2022

MOTION BY:

Mr. Walter Weakley

SECONDED BY:

Mr. Gary Binkley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of March 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to reopen comments from Elected Officials and Department Heads Section of the Agenda at 6:19 P.M.

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

David Anderson

Yes

Donnie Jordan

Yes

Gary Binkley

Yes

Walter Weakley

Yes

Ann Jarreau

Yes

Diana Pike Lovell

Yes

Tim Williamson

Yes

Eugene O. Evans, Sr.

Absent

Chris Gilmore

Yes

Ed Greer

Yes

Connie Mayo

Yes

Randy Liles

Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I and 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

11

RESOLUTION TITLE:

Adjourn

DATE:

March 21, 2022

MOTION BY:

Mr. Walter Weakley

SECONDED BY:

Mr. Ed Greer

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 21st day of March 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 6:22 P.M.

RECORD: Approved by voice vote 1 Absent.

David Anderson

Donnie Jordan

Gary Binkley

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

Ed Greer

Connie Mayo

Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS

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, Moofficial signature and seal of said county, this 25th day of March 2022.

0.5