



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
April 13, 2021 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Gerald Greer, Roger Jackson, Chris Kerrigan, JT Smith

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) March 9, 2021 Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. City Attorney Report

OLD BUSINESS

3. Arbor Loop Adjustment
- [4.](#) Ordinance: Update Title 8 Chapter 1: Alcoholic Beverages
5. Caldwell Park Discussion
- [6.](#) Sale of City Hall Discussion/Agreement

NEW BUSINESS

- [7.](#) Patchwork Festival Discussion
8. Christmas/Mrs. Blake Waffird
- [9.](#) Tyler Inventory Control Quote
- [10.](#) Lindy Murff Renewal Agreement
- [11.](#) Contract for Summerfest Band
- [12.](#) Fire Department Pitney Bowes Agreement
- [13.](#) Contract for Craig Campbell/Summerfest Performer
- [14.](#) Comcast Agreement: Fire Department
- [15.](#) Resolution: Initial Resolution authorizing Interim Sewer Treatment Plant Financing
- [16.](#) Resolution: Authorizing loan and loan agreement for Sewer Treatment Plant Interim Financing
- [17.](#) Resolution: Assistance to Firefighters Grants - Fire Department
- [18.](#) Resolution: SAFER Grants - Fire Department
- [19.](#) Ordinance: Budget Amendment

SURPLUS PROPERTY NOMINATIONS

- [20.](#) Body Armor: 30 Bullet Proof Vests
- [21.](#) Surplus: Forklift

EXPENDITURE REQUESTS

[22.](#) Metal Pole Barn Structure Bid

[23.](#) Request to Bid: Traffic Signal for Hampton Inn Development

[24.](#) Police Department: Transport Van

OTHER

ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
March 09, 2021 6:00 PM
Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:15 p.m. by stating, "I am Steven Allen, Mayor for the Town of Ashland City, and I hereby call to order the March 9, 2021 City Council Meeting of the Town of Ashland City. Due to the COVID-19 pandemic, and in accordance with Governor Bill Lee's Executive Order, this meeting is being conducted with limited physical public access. The meeting is being made available however to public via live video stream on the Zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the City's citizens in light of the COVID-19 pandemic."

ROLL CALL

PRESENT

Mayor Steve Allen
Vice Mayor Daniel Anderson
Councilman Tim Adkins
Councilman Gerald Greer
Councilman Roger Jackson
Councilman Chris Kerrigan
Councilman JT Smith

APPROVAL OF AGENDA

A motion was made by Councilman Smith, seconded by Vice Mayor Anderson, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. February 9, 2021 Council Meeting Minutes

A motion was made by Councilman Smith, seconded by Vice Mayor Anderson, to approve the February 9, 2021 Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

None.

REPORTS

2. City Attorney

City Attorney Ms. Jennifer Noe stated she doesn't have anything that is not already on the agenda. She stated there will be a live budget meeting next week and she will attend and have an attorney client privilege meeting at that time.

OLD BUSINESS

3. Caldwell Park Discussion

Parks Director Mr. Scott Sampson stated this property is calculated at ninety-three (93) acres and the county appraisal price is three hundred forty-five thousand dollars (\$345,000). Councilman Jackson questioned allowing this property to be the county for the Industrial Park. Mayor stated there have been several people who have looked at that property who are interested in it. He asked Jerome Terrell to discuss it further. Mr. Terrell stated there is a stream that runs through the property that makes the setbacks difficult, but there have been several that have looked at it and are interested. Councilman Jackson questioned putting piping and other possibilities to better utilize the property. Mr. Terrell stated he welcomes id

and it is worth looking into. Vice Mayor Anderson questioned the current zoning. Mr. Sampson responded he believes it is R-1. Vice Mayor stated rezoning it to industrial would likely cause problems. Mayor stated Chief Walker had discussed the property with someone who is interested in purchasing it for a residential home and horses. Councilman Jackson stated he was just throwing out a suggestion for that property. Councilman Greer stated the problem he would have with that is the property is surrounded by residential. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to defer this until the next meeting for further discussion. Vice Mayor Anderson suggested everyone think on it and discuss it with citizens. All approved by voice vote.

4. Sale of City Hall Discussion/Agreement

Ms. Noe stated this is the agreement the council had previously approved, but it has changed a little bit. This is going in front of the county commission this month and she still needs to verify the date with work with the county. The addition has been made that we will have use of the McCullough Room, Court Room, and County Building beside Tractor Supply. She stated she may be back again next month as we iron things out. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

5. Budget Amendment

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 20/21 FISCAL YEAR. Ms. Reed stated this is for the extension grant, the emergency purchase for air quality testing, and storage trailer purchase. A motion was made by Councilman Adkins, seconded by Vice Mayor Anderson, to approve the Budget Amendment Ordinance. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith. **2nd Reading.**

6. Ordinance: Rezone Subdivision

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 048.03 OF CHEATHAM COUNTY TAX MAP 065, LOCATED ON HIGHWAY 12 SOUTH KNOWN AS LINDHAL SUBDIVISION. City Planner Rick Gregory stated the records we had did not match the use of the property. Further, when they submitted the plat the four (4) lots are shown to be zoned I-2 and Lot 1 was proposed to be C-2. The building itself is shown to be in Industrial. The Planning Commission looked at the request and tried to put it back to be whole. He stated the coding on the GIS when the data was entered was probably mistake back then and the records cannot be located. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the Ordinance to Rezone the Lindhal Subdivision. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith. After the vote Mr. Derek Bell discussed how he is planning to develop the property. He further stated if anyone has any questions for him the best way to get in touch with him is through JT (Jerome Terrell). **2nd Reading.**

7. Updating Title 18: Allow landlords temporary water reconnection

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT. Mayor stated this is for second and final reading and asked if there are any questions. A motion was made by Councilman Greer, seconded by Councilman Adkins, to approve the Ordinance to Amend Title 18, Chapter 1, Section 18-107(1). Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Smith. Voting Nay: Vice Mayor Anderson, Councilman Kerrigan.

NEW BUSINESS

8. Meals on Wheels Discussion

Mayor stated he had a conversation with Ms. Hamerick and they will be sitting down to talk soon. Mayor asked if anyone wanted to talk or discuss anything further. Ms. Melissa Womack stated part of her job is to make sure the building is a safe, clean environment for the seniors to come to. She further discussed the issues presented were hindering the ability to move forward. She stated it is important to protect the seniors and the staff. Ms. Womack stated she felt like the decision that was made was important to make in order to not let seniors be abused.

9. Ashland Farms Apartments Discussion

Ms. Reed stated this was on the agenda in case anyone had anything after the discussion at Workshop.

10. Establishing Public Arts Commission Discussion

Mayor stated Kellie and Gayle are looking into what we need to do in order to establish an Arts Council. Ms. Reed stated this is a similar process to what we did with the Parks Advisory Board and what we need tonight is a vote in support of the committee. She stated it will probably take a couple of months to get an ordinance established and define the purpose. Mayor asked council what their thoughts are. Councilman Greer discussed how he supports this and believes it would be great to bring tourism to the city.

11. Drug Free Workplace Application Renewal

Ms. Reed stated this is the annual drug free workplace renewal and this gives us a discount on our Worker's Compensation Insurance Premiums. Further, Ms. Noe has reviewed the document. Ms. Noe confirmed and stated it is in order. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Drug Free Workplace Application for Renewal. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

12. Amend Servline Agreement

Ms. Bowman stated this is an agreement where Serveline is changing their claims underwriter and we need to sign off giving approval as such. A motion was made by Councilman Adkins, seconded by Vice Mayor Anderson, to approve the Serveline Agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

13. Urban Growth Boundary Conflict of Interest Waiver

Ms. Noe stated the county is asking for the Urban Growth Committee to look at this and because she represents three (3) of the cities in the county she would like to get the approval of the Council to sign a conflict of interest waiver. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the Conflict of Interest Waiver. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

14. Tyler Online Property Tax Component Agreement

Ms. Bowman stated this is to get an online system established with Tyler so that people can check their property taxes online as well as pay online. A motion was made by Councilman Greer, seconded by Councilman Smith, to approve the Tyler Online Property Tax Component Agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

15. Amend Appendix 1 of Resolution 2020-04

A RESOLUTION OF BY THE MAYOR AND CITY COUNCIL TO AMEND RESOLUTION 2020-04 UPDATING APPENDIX 1 OF THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the Resolution to Amend of Appendix 1 of Resolution 2020-04. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

16. Ordinance: Update Title 8 Chapter 1: Alcoholic Beverages

Ms. Noe stated she asked this be on the agenda, but she realized this needs to be completely revamped because the laws have changed and she requested a deferral until next month. A

motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to defer the ordinance to the next scheduled meeting. All approved by voice vote.

17. Title VI No Change Affidavit

Ms. Reed stated this is for the Title VI program through TDOT and the paperwork has been sent to Ms. Noe. Ms. Noe confirmed the paperwork is fine and there are no suggested changes. A motion was made by Vice Mayor Anderson, seconded by Councilman Smith, to approve the Title VI No Change Affidavit. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

SURPLUS PROPERTY NOMINATIONS

18. Military Surplus: M-1086 Cargo Truck

19. Military Surplus: 6000-M Material Handler SkyTrak

20. Military Surplus: Mobile Kitchen Trailer

Mayor stated we could group together all the surplus items and do this as one vote. Councilman Jackson stated he spoke to Chief Walker about the skytrak and he is under the impression he wanted to keep it. Deputy Chief Noe confirmed they would like to use that at the training grounds if possible. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to surplus the cargo truck and mobile kitchen trailer. All approved by voice vote.

EXPENDITURE REQUESTS

21. 40 x 80 Metal Pole Barn

Deputy Chief Derek Noe stated they have the money in the budget and they are requesting this to be bid out. A motion was made by Councilman Greer, seconded by Vice Mayor Anderson, to approve the request to bid. All approved by voice vote.

22. Replacement of Water Plant Filter Bid Award

Mr. Drew Stokes with CEC stated he is working with Clint on this and last year one of the filters failed and there was an emergency repair on it. Further, they did a bid on this and he presented the bids. He stated Clint is satisfied with the low bidder and would recommend them for approval. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to award the bid to W & O Construction. All approved by voice vote.

23. Emergency Purchase Notification

Ms. Bowman discussed the expenditure and stated Deputy Chief Noe was able to get the cost reduced. A motion was made by Councilman Smith, seconded by Councilman Jackson, to approve the expenditure. All approved by voice vote.

OTHER

Mayor stated we have a budget meeting next Tuesday. Ms. Bowman stated we would like to schedule another budget meeting for the following Tuesday night and have two budget meetings this month. A motion was made by Councilman Smith, seconded by Councilman Greer, to have two (2) budget meetings this month.

Mr. Sampson stated he and Mayor met with Ms. Della Smith to discuss a festival she is currently planning. Further, she will be coming to council next month to further discuss this festival.

Vice Mayor Anderson discussed the water loss on the report and how it has went up. Further, it could be result of a main break. Mayor stated we did have an eight (8) inch main break. Vice Mayor Anderson stated he just wanted to check on it further.

Councilman Smith stated he had a couple of citizens come to him questioning if the vaccines are still being given at the Senior Center. Ms. Womack responded with the dates and times, but stated all appointments are currently filled. They are however taking a reserve list in case people do not come for their appointments. She also discussed other vaccination sites. Councilman Greer questioned eligibility and the type of vaccine that will be given. Ms. Womack stated she wasn't sure about the manufacturer yet, but that if you are sixteen (16) or older with underlying conditions you are eligible.

ADJOURNMENT

A motion was made by Councilman Greer, seconded by Vice Mayor Anderson, to adjourn the meeting. All approved by voice vote and the meeting adjourned 7:19 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC

DRAFT

ALCOHOLIC BEVERAGES¹

CHAPTER

1. INTOXICATING LIQUORS.
2. BEER.
3. WINE IN A RETAIL FOOD STORE.

CHAPTER 1

INTOXICATING LIQUORS SECTION

- 8-101. Sale, etc., of intoxicating liquor regulated.
- 8-102. Definitions.
- 8-103. State laws to be complied with.
- 8-104. Restrictions on operators of retail liquor stores.
- 8-105. Application for certificate of good moral character and city license.
- 8-106. Certificate of good moral character-expiration and renewal.
- 8-107. Certificate of good moral character-issuance.
- 8-108. Only one establishment to be operated by retailer.
- 8-109. Restriction to location.
- 8-110. Minimum distance requirement.
- 8-111. Display of license.
- 8-112. New license after revocation.
- 8-113. Limitations of number of retailers.
- 8-114. Radios, amusement devices and seating facilities--prohibited in retail establishments.
- 8-115. Regulations of sale.
- 8-116. Inspection fee.
- 8-117. Violations.

8-101. Sale, etc., of intoxicating ~~liquor~~liquor regulated. It shall be unlawful to purchase or to engage in the business of selling, storing, transporting, or distributing alcoholic beverages within the corporate limits of the Town of Ashland City, except as provided by Tennessee Code Annotated, § 57-3-101, et. seq. and by the rules and regulations promulgated hereunder, and as provided in this chapter.

¹ State law reference
Tennessee Code Annotated, Title 57

Nothing in this chapter regulates the transportation, storage, sale, distribution, possession or receipt of or tax upon any beverage of alcoholic content of five percent (5%) by weight or less, and no ordinance related thereto is modified by this chapter. This chapter does not apply to beer as defined pursuant to Tennessee Code Annotated 57-5-101 (b).

8-102. Definitions. Whenever used herein, unless the context requires otherwise:

(1) "Alcoholic beverage" or "beverage" means and includes alcohol, spirits, liquor, wine, and every other liquid containing alcohol or spirits, and capable of being consumed by a human being, other than patented medicine and beer as defined pursuant to Tennessee Code Annotated 57-5-101 (b).

(2) "License" means the license issued herein and "licensee" means any person to whom such license has been issued by the State of Tennessee Alcoholic Beverage Commission.

(3) "Retail sale" means a sale of alcoholic beverage to a consumer.

(4) "Retailer" means any person who sells at retail any beverage for the sale of which a license is required under the provision herein.

~~(5) "Manufacturer" means and includes a distiller, vintner and rectifier.~~

(6) "Wholesale" or "sale at wholesale" means a sale to any person for purposes of resale.

(7) "Wholesaler" means any person who sells at wholesale any beverage for the sale of which a license is required under the provision of Tennessee Code Annotated, §§ 57-3-101 through 57-3-110.

(8) "Words" importing the masculine gender shall include the feminine and the neutral, and the singular shall include the plural.

(9) "Person" means a private individual, partnership, joint venture, corporation, or any other business entity or association.

(10) "Premises" means the property owned, leased or controlled by the licensee and so connected with the liquor business in which the licensee is engaged as to form a component or integral part of it, including, but not limited to, the building and parking areas surrounding it.

(11) "Curb service" means all sales transacted outside of the building where the business is carried on. The intent of this provision being to insure that the sale and purchase of alcoholic beverages is transacted in a face-to-face meeting between the salesperson and the customer, with the customer outside of a motor vehicle and under such circumstances that the salesperson has a reasonable opportunity to determine if the customer is then in an intoxicated condition or is a minor. (12) "Wine" means the product of the normal alcoholic fermentation of the juice of fresh, sound, ripe grapes, with the usual cellar treatment and necessary additions to correct including champagne, sparkling, and fortified

wine of an alcoholic content not to exceed twenty-one percent (21%) by volume. No other product shall be called "wine" unless designated by appropriate prefixes descriptive of the fruit or other product from which the same was predominantly produced, or an artificial or imitation wine.

(13) "Federal license" shall not mean tax receipt or permit. (as added by Ord. #340, April 2008)

(14) Distiller means any person who owns, occupies, carries on, works, conducts or operates any distillery either personally or by agent.

(15) Distillery means and includes any place or premises wherein any liquors are manufactured for sale.

(16) Manufacture means and includes a brewer of high content beer, distiller, vitner and rectified.

(17) Rectifier includes any person who rectifies, purifies or refines distilled spirits or wines by any process other than as provided for on distillery premises.

(18) Vitner means any person who owns, occupies, works or operates any winery.

(19) Alcoholic Beverage Commission hereinafter referred to as "ABC" is the state commission that regulates liquor and wine as set out pursuant to Tennessee Code Annotated 57-3-101 et.seq.

8-103. State laws to be complied with. No person, firm, corporation, association or partnership shall engage in the wholesale or retail liquor business unless all the necessary state licenses and permits have been obtained. The person, firm, or corporation must have a license with the Alcoholic Beverage Commission. This includes all wineries and distilleries. (as added by Ord. #340, April 2008)

8-104. Restrictions on operators of retail liquor stores. ~~(1) Government employees prohibited from obtaining permit. No person, member of a firm, corporation, or partnership shall operate a retail store for the sale of alcoholic beverages herein defined if he is a holder of a public office, either appointed or elective, or who is a public employee either national, state, city or county except uncompensated appointed members of boards of commissioners who have no duties covering the regulation of permit holders under this chapter. It shall be unlawful for any such person to have any interest in such retail business directly or indirectly, either proprietary or by means of any loan, mortgage, or lien, or to participate in the profits of any such business.~~

(2) Residence requirements. No person, member or firm, corporation, partnership or association shall own or operate a retail store for the sale of alcoholic beverages as herein defined if he/she shall not have been a resident of Cheatham County as concurrent with state law prior to making application for a license. This requirement as to residence in the case of a corporation, firm, associations, or a partnership shall apply to all of its officers, stockholders, and partners. Do we want to keep this? If yes, how long do they have to be a resident?

~~(3) Age limit. No retailer engaged in any activity covered by this chapter shall be a person under the age of eighteen (18) years. No employee engaged in any activity covered by this chapter shall be a person under the age of eighteen (18) years, and it shall be unlawful for any retailer or employee to permit any such person under the age of eighteen (18) in his place of business to engage in the sale of alcoholic beverages.~~

(4)(1) Criminal record. No retailer shall have been convicted of a felony or of any law regulating intoxicating liquors or controlled substances within a ten (10) year period.

(5)(2) Employees. No retailer shall employ in the sale, storage, or distribution of alcoholic beverage any person who, within ten (10) years prior to the date of his employment, shall have been convicted of a felony or of any law regulating intoxicating liquors or controlled substances, and in case an employee should be so convicted after becoming employed he shall immediately be discharged.

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~~(3)6~~ Transfer or sale of license prohibited. The holder of a license may not sell, assign, or transfer such license to any other person, and the license shall be good and valid only for the calendar year in which the same was issued and at the location specified in the license.

(7) Undisclosed interest prohibited. It shall be unlawful for any person to have ownership in or to be a partner in or a stockholder, director, or officer, or to participate directly or indirectly in the profits of any business for which a license is granted hereunder, unless his interest in the business and the nature, extent and character thereof shall appear on the application, ~~or if the interest is acquired after the issuance of the license unless it shall have been fully disclosed in writing by supplement to the application filed with the commissioner of finance and revenue and approved in writing by him before such interest is acquired. Where such interest is owned by any person on or before the application for a license, the burden shall be upon such person to see that this section is fully complied with, whether he, himself, signs or prepares the application, or whether the same is prepared by another; or if such interest is acquired after the issuance of the license, the burden of the required disclosure of the proposed acquisition of the interest shall be upon both the seller and purchaser. (as added by Ord. #340, April 2008, and amended by Ord. #427, March 2015)~~

8-105. Application for certificate of good moral character, ~~and city license~~. Before any character certificate ~~or city license~~ is issued ~~or a renewal of said certificate as required by Tennessee Code Annotated, § 57-3-213, the following must be accomplished. In regards to a retailers license~~

(1) An application in writing shall be filed with the city recorder on a form to be provided by the city, giving the following information:

- (a) Name, age and address of the applicant.
- (b) Number of years of residence in Cheatham County.
- (c) Occupation or business and length of time engaged in such occupation or business.

(d) Whether or not the applicant has been convicted of a violation of any state or federal law or of the violation of this code or any city ordinance, and the details of any such conviction.

(e) If employed, the name and address of employer.

(f) If in business, the kind of business and location thereof.

(g) The location of the proposed store for the sale of alcoholic beverages.

(h) The name and address of the owner of the store.

(i) A copy of corporate paperwork as filed with the Tennessee Secretary of State, copy of any partnership agreement, or any other material to show ownership of a partnership or corporation as may be determined by the council.

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(j) A copy of any and all paperwork submitted to the alcoholic beverage commission including but not limited to the application filed with the ABC.

(k) If the applicant is a partnership, the name, age and address of each partner, and his occupation, business or employer. If the applicant is a corporation, the name, age and address of the stockholders and their degrees of ownership of stock in the corporation.

(l) The information in the application shall be verified by the oath of the applicant. If the applicant is a partnership or a corporation, the application shall be verified by the oath of each partner or by the president of the corporation.

~~(m) The applicant shall place a notice in a local newspaper of general circulation concerning the applicant's intent to seek a license from the alcoholic beverage commission. The notice shall contain such information as is prescribed in section (16) of chapter 0100-3-09 of the Local Option Liquor Rules and Regulations and shall appear for at least three (3) consecutive issues immediately preceding the date that the applicant applies to the city for a certificate of compliance. The application shall be accompanied by a copy of the public notice and the sworn statement of the applicant that the notice was published in accordance with this section and the rules of the commission.~~

(n) The city shall, after examination and with approval within sixty (60) days, issue a certificate of compliance that is to be attached to the application provided to the state for state licensing. The city shall require a copy of all applications and information sent to the state.

(2) Each application shall be accompanied by a non-refundable investigation fee of five hundred (\$500.00) dollars. Are we still good with the fee? Have seen up to \$1,000.00 There is also an additional fee of one hundred dollars (\$100.00) for each additional criminal background checkup in partnerships and corporations for anyone owning a ~~tenfive~~ percent (105%) or greater interest. Each applicant understands that a full background checkup will be done on not only the applicant but if a partnership, then the partner, and if a corporation then on anyone owing an interest of ~~tenfive~~ percent (105%) or more. By applying for a certificate, the applicant and anyone that is required to have a background

check hereby releases the Town of Ashland City from any and all liability that may be associated with the performance of the background check.

(3) The applicant for a certificate of good moral character shall agree in writing to comply with the state and federal laws and ordinances of the city and rules and regulations of the alcoholic beverage commission of the state for sale of alcoholic beverages.

~~(4) An applicant for a certificate of good moral character will be required to appear in person before the board of mayor and aldermen for such reasonable examination as may be desired by the board. (as added by Ord. #340, April 2008)~~

(4) The applicant location for the liquor store shall be reviewed to determine that the location is properly zoned for a liquor store.

(5) The certificate of good moral character shall become void in the event that the license is not approved by the ABC and shall be subject to another application process in the event the applicant applies for another license.

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~~8-106. Certificate of good moral character expiration and renewal. Certificate of good moral character issues under this chapter shall expire after two (2) years or any time there is a change in ownership of the license's establishment or any time a license issued by the alcohol beverage commission is revoked, canceled, or otherwise terminated other than by expiration. There shall be a one hundred dollar (\$100.00) renewal fee per person to defray the cost of a new background check. (as added by Ord. #340, April 2008, and replaced by Ord. #380, Feb. 2011)~~

8-107. Certificate of good moral character-issuance. A certificate of compliance shall be authenticated as any other resolution of the city council if the city council, while in session, shall find that the applicant fulfills all the following requirements:

(1) The applicant or applicants who are to be in actual charge of the business are of good moral character and are personally known to a majority of the city council, or it is found that the applicant's general character is good.

(2) If a corporation, partnership, association or firm, the executive officers or those in control and each owner, partner, or stockholder are of good moral character and personally known to a majority of the city council.

(3) The applicant has not violated any of the provisions of this chapter or the laws of the State of Tennessee and of the United States which regulate the control of intoxicating liquors, within ten (10) years prior to the date of this application.

(4) The applicant has not been convicted of a felony within (10) ten years prior to the date of application.

(5) In the opinion of the city council the applicant is not likely to violate the law regarding sales of alcoholic beverages.

(6) The applicant or applicants meets all the other requirements of this chapter. (as added by Ord. #340, April 2008) and as set out in Tennessee Code Annotated 57-3-202

~~8-108. Only one establishment to be operated by retailer. No retailer shall operate, directly or indirectly, more than one (1) place of business for the sale of alcoholic beverages. The word "indirectly," as used in this section, shall include and mean any kind of interest in another place of business by way of stock, ownership, loan, partner's interest or otherwise. (as added by Ord. #340, April 2008)~~

8-109. Restriction to location. (1) Adequate off-street on-site parking space shall be available to any proposed retail liquor store as well as distillery or winery and be in conformance with the zoning ordinances of the Town of Ashland City. ~~No liquor store shall be located on any property unless such property is in a commercial district. To assure that these requirements are satisfied, no original license shall be issued until the planning and zoning board has reviewed and recommends the site plan submitted by the applicant to the city council. Any retail, wholesale, distillery, or winery must meet all zoning requirements and building codes.~~

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(2) No retail store shall be located except on the ground floor and it shall have one (1) main entrance opening on a public street, and such place of business shall have no other entrance for use by the public except as hereafter provided. When a retail store is located on the corner of two (2) public streets, such retail store may maintain a door opening on each of the public streets. Said building shall be of a permanent type of construction and no store shall be located in a mobile home or other moveable type of building. Said store shall be of a minimum size of one thousand (1,000) square feet.

(3) To the fullest extent, consistent with the nature of the establishment, full, free and unobstructed vision shall be afforded from the street and public highway to the interior of the place of sale of alcoholic beverages there sold. ~~All retail sales shall be confined to the premises of the structure and no curb service should be permitted nor shall there be permitted drive in windows. (as added by Ord. #340, April 2008)~~

8-110. Minimum distance requirement. No liquor store shall be located within three hundred foot (300') distance of separation from a church, school, other public institution, or public meeting place. The distance of separation shall be determined by the length of a straight line drawn between the front door of the building of the church, school or public institution or a public entrance of the building and the front door of the building for which the license is sought. (as added by Ord. #340, April 2008)
Are we still good with this? Public institution or public meeting place?

8-111. Display of license. Persons granted a license to carry on the business or undertaking contemplated herein shall, before being qualified to do business, display and post, and keep displayed and posted, in the most conspicuous place in their premises, such license. (as added by Ord. #340, April 2008)

~~8-112. New license after revocation. Where a license is revoked, no new license shall be issued to permit the sale of alcoholic beverages to the same licensee until after the expiration of one(1) year from the date said revocation becomes final and effective. (as added by Ord. #340, April 2008)~~

8-113. Limitation on number of retailers. No more than three (3) retail licenses for the sale of intoxicating liquors shall be issued under this chapter. (as added by Ord. #340, April 2008) Are we still good with this?

~~8-114. Radios, amusement devises and seating facilities prohibited in retail establishments. No radios, pinball machines, slot machines or other devices which tend to cause persons to congregate in such place shall be~~

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~~permitted in any retail establishment. No seating facilities shall be provided for persons other than employees. (as added by Ord. #340, April 2008)~~

8-115. Regulations of sale.

(1) Hours of sales ~~shall be in compliance with the ABC regulations. on weekdays. Retail dealers in alcoholic beverages shall not engage in the sale of such beverages except between the hours of 8:00 A.M. and 11:00 P.M. on weekdays and Saturdays.~~

~~(2) Transfers of ownership or possession of any alcoholic beverage by a retailer in any manner other than by retail sale is hereby prohibited.~~

~~(3) Sales on Sundays prohibited. No retailer shall sell any alcoholic beverages between 11:00 P.M. on Saturdays and 8:00 A.M. on the following Monday of each week.~~

(4) Sales to minors prohibited. No retailer shall sell any alcoholic beverages to any person under twenty-one (21) years of age, and it shall be unlawful for such minor to purchase any alcoholic beverages. Also, it shall be unlawful for any person to present false evidence that he has attained the age of twenty-one

(21). Any violations discovered by the City will be reported to the ABC.

~~(5) Sales on certain holidays prohibited as set by the ABC. No retailer shall sell any alcoholic beverages on the following holidays: Christmas, New Years, Thanksgiving, Labor Day and Fourth of July.~~

~~(6) Keeping an unsealed bottle or container prohibited. No retailer of alcoholic beverages shall keep or permit to be kept upon his premises any alcoholic beverages in any unsealed bottles or other unsealed containers.~~

~~(7) Sales to person intoxicated prohibited. No retailer shall sell any alcoholic beverages to any person who is intoxicated nor shall any retailer sell any alcoholic beverages to any person accompanied by a person who is intoxicated.~~

~~(8) Sales on credit prohibited. No holder of permit for the sale of alcoholic beverages for retail shall sell, deliver, or cause, permit, or procure to be sold or delivered any alcoholic beverages on credit.~~

~~(9) Unstamped merchandise prohibited. No retailer shall own, store or possess upon the premises any unstamped merchandise required by laws of the State of Tennessee to have affixed thereto revenue stamps of the state.~~

~~(10) Political advertising prohibited. No political advertising of or for any candidate or party by poster, handout, matches, or other similar election campaign material shall be placed or dispensed on the premises of a retail liquor store.~~

~~(11) Consumption on the premises prohibited. No alcoholic beverages shall be sold for consumption or consumed on the premises of the seller. (as added by Ord. #340, April 2008)~~

8-116. Inspection fee. The following shall apply regarding inspection fees:

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(1) There is hereby imposed an inspection fee on all gross purchases of alcoholic beverages made by licensees under this chapter. Said fee to be at the maximum amount as provided for in Tennessee Code Annotated 57-3-501. ~~to be in the amount of five percent (5%). This is currently 8 percent if population under 60,000 for the county as a whole.~~

(2) The inspection fee shall be collected by the wholesaler from the retailer at the time of sale or at the time the retailer makes payment for the delivery of the alcoholic beverages.

(3) Every such wholesaler shall hold the fees imposed under the authority of this section until paid to the Town of Ashland City as hereinafter provided.

(4) Each wholesaler making sales to retailers located within the corporate limits of the Town of Ashland City shall furnish the City of Ashland City a report monthly, which report shall contain the following:

- (a) The name and address of the retailer;
- (b) The wholesaler price of the alcoholic beverages sold to such retailer;
- (c) The amount of tax due under this section; and

(d) Such other information as may be required by the Mayor and City Council of the Town of Ashland City. The monthly report shall be furnished to the city recorder of the town not later than the twentieth (20th) of the month following which the sales were made; and the inspection fees collected by the wholesaler from the retailers located within the Town of Ashland City shall be paid to the Town of Ashland City. The wholesaler shall be entitled to reimbursement for this collection service a sum equal to five percent (5%) of the total amount of inspection fees collected and remitted, such reimbursement to be deducted and shown on the monthly report to the Town of Ashland City.

(5) Each wholesaler who fails to collect and/or remit in a timely manner the inspection fee imposed hereunder shall be liable in addition to the tax for a penalty of ten percent (10%) of the fee due the Town of Ashland City which shall be payable to the Town of Ashland City.

(6) The Town of Ashland City shall have the authority to audit the records of all wholesalers subject to the provision of this section in order to determine the accuracy of said monthly report. (as added by Ord. #340, April 2008, and replaced by Ord. #425, Feb. 2015)

8-117. Violations. Any violation of this chapter shall constitute a civil offense and shall, upon conviction be punishable by a penalty under the general penalty provisions of this code. Upon conviction of any person under this chapter, it shall be mandatory for the city judge to immediately certify the conviction, whether on appeal or not, to the Tennessee Alcoholic Beverage Commission. (as added by Ord. #340, April 2008)

CHAPTER 2
BEER SECTION

8-201. Interpretation and enforcement.

8-202. Definitions. 8-203. Hours of sale.

8-204. Taxes to be collected. 8-205. Establishment: membership.

8-206. Meetings. 8-207. Record of proceedings.

8-208. Requirements for quorum, action.

8-209. Powers and duties.

8-210. Permit required for engaging in beer business.

8-211. Restrictive nature.

8-212. Conditions of permits.

8-213. Interference with public health, safety, morals.

8-214. Persons convicted of certain crimes deemed ineligible.

8-215. Prohibited conduct or activities by permit holders, agents, servants or employees.

8-216. Revocation and suspension proceedings.

8-217. Civil penalties.

8-218. Fees.

8-201. Interpretation and enforcement. This chapter and the provisions herein shall be interpreted and enforced in conjunction with the laws of the State of Tennessee in regard to beer and other beverages of less than five percent (5%) alcoholic content. In the event of conflicts or inconsistencies, the laws of the State of Tennessee shall control. (Ord. #101, Dec. 1993)

8-202. Definitions. (1) "Beer" as used in this chapter shall mean and include all beers, ales and other malt liquors having an alcoholic content of not more than five percent (5%) by weight, and excluding "wine," as defined in T.C.A. § 57-3-101(a)(20).

(2) "Moral turpitude" as used in this chapter shall mean premeditated murder, all sex related crimes, the illegal sale of Schedule I and II controlled substances as designated under T.C.A. §§ 39-17-405 through 39-17-408, and embezzlement. (Ord. #101, Dec. 1993)

8-203. Hours of sale. No beer shall be sold between 3:00 A.M. and 6:00 A.M. Monday through Saturday, or on Sunday from 3:00 A.M. until 12:00 noon. (Ord. #101, Dec. 1993, as amended by Ord. #252, May 2002, as amended by Ord. #298, Jan. 2005)

8-204. Taxes to be collected. The city's clerk is hereby directed to take appropriate action to ensure payment to the city of the wholesale beer tax levied by the Wholesale Beer Tax Act, as set out in T.C.A. § 57-6-101 et seq. The city's clerk is further directed to take appropriate action to ensure payment to the city of the privilege tax imposed on the business of selling, distributing, storing or manufacturing beer under T.C.A. § 57-5-104(b). (Ord. #101, Dec. 1993)

8-205. Establishment: membership. There is hereby established a beer board to be composed of all the members of the city council. The board shall elect a chairman of the beer board. All members of the beer board shall serve without additional compensation. (Ord. #101, Dec. 1993)

8-206. Meetings. All meetings of the beer board shall be open to the public. When there is business to come before the beer board, a meeting may be called by the chairman, the city manager or clerk, provided that a reasonable notice thereof is given to each member. The board may adjourn a meeting at any time to another time and place. (Ord. #101, Dec. 1993)

8-207. Record of proceedings. The clerk shall make a record of the proceedings of all meetings of the beer board. The record shall be a public record and shall contain at least the following: the date of each meeting; the names of the board members present and absent; the names of the members introducing and seconding motions and resolutions, etc., before the board; a copy of each such motion or resolution presented; the vote of each member thereon; and the provisions of each beer permit issued by the board. (Ord. #101, Dec. 1993)

8-208. Requirements for quorum, action. The attendance of at least a majority of the members of the beer board shall be required to constitute a quorum for the purpose of transacting business. Matters before the board shall be decided only by a majority of the total membership of the beer board. Any member present but not voting shall be deemed to have cast a "nay" vote. Applicants or permit holders adversely affected by a vote of the beer board at a meeting in which the total membership is not present may request a rehearing before the full board. (Ord. #101, Dec. 1993)

8-209. Powers and duties. The beer board shall have the power and it is hereby directed to regulate the selling, storing for sale, distributing for sale, and manufacturing of beer within the city in accordance with the provisions of this chapter. (Ord. #101, Dec. 1993)

8-210. Permit required for engaging in beer business. (1) It shall be unlawful for any person to sell, store for sale, distribute for sale or manufacture beer without first making application to and obtaining a permit from the beer

board. The application shall be made on such form as the board shall prescribe and/or furnish. Each applicant must be a person of good moral character and he must certify that he has read and is familiar with the provisions of this chapter.

(2) Permits shall be issued to the owner of the business, whether a person, firm, corporation, joint-stock company, syndicate or association.

(3) The periodic renewal of beer permits shall not be required. However, a permit shall be valid:

(a) only for the owner to whom the permit is issued and cannot be transferred to another owner. If the owner is a corporation, a change in ownership shall occur when control of at least fifty percent (50%) of the stock of the corporation is transferred to a new owner;

(b) only for a single location, and cannot be transferred to another location; and

(c) only for a business operating under the name identified in the permit application.

(4) A beer permit shall not be valid if beer is not sold, distributed or manufactured by the permit holder during any continuous six-month period after issuance of the permit.

(5) A permit holder must return a permit to the city within fifteen (15) days of termination of the business, change in ownership, relocation of the business or change in name of the business; provided, however, that notwithstanding the failure to return a beer permit, a permit shall expire on termination of the business, change in ownership, relocation of the business or change in name of the business. (Ord. #101, Dec. 1993)

8-211. Restrictive nature. All beer permits shall be restrictive as to the type of beer business authorized under them. Separate permits shall be required for selling at retail, storing, distributing and manufacturing. It shall be unlawful for any beer permit holder to engage in any type or phase of the beer business not expressly authorized by his permit. It shall likewise be unlawful for him not to comply with any and all express restrictions or conditions which may be written into his permit by the beer board.

(1) "On-premise" permit. A permit may be issued to a business engaged in the sale of beer where the beer is to be consumed by the purchaser or his/her guests upon the premises of the seller. No on-premises type permits will be issued authorizing the storage, sale, or manufacturing of beer unless the permittee meets the following qualifications defining a restaurant, special permit, golf course, or hotel:

(a) Restaurant. A restaurant shall mean any public place kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, without sleeping accommodations, each place being provided with adequate and sanitary kitchen and dining room equipment and seating

capacity of at least sixteen (16) people at tables, having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. At least one (1) meal per day shall be served at least five (5) days a week, with the exception of holidays, vacations, and periods of redecorating, and the serving of such meals shall be the principal business conducted; to qualify as a "restaurant" hereunder, receipts from the sale of food shall be at least 60% of the total gross receipts in any consecutive month period for the business establishment.

(b) Hotel. "Hotel" means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent, or residential, in which fifty (50) or more rooms are used for the sleeping accommodations of such guests and having one (1) or more public dining rooms, with adequate and sanitary kitchen and a seating capacity of at least seventy-five (75) at tables, where meals are regularly served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out herein for hotels shall be classified in the same category as hotels. Hotels shall have the privilege of granting franchises for the operations of a restaurant on their premises and the holder of such franchise shall be included in the definition of hotel herein. To qualify as a "hotel" hereunder, receipts from the sales of alcoholic beverages shall not exceed 40% of the total gross receipts in any consecutive two-month period for the business establishment.

Hotel also means and includes all entities previously described wherein sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent, or residential, in which thirty (30) or more suites are used for sleeping accommodations of such guests and having eating facilities in each room for four (4) or more persons with an adequate and sanitary central kitchen from which meals are regularly prepared and served to guests in such suites. For the purpose of this section a suite is defined as a guest facility within a hotel where living, sleeping, and dining are regularly provided for such guests within the individual units provided for guests. Provided, however, that no such hotel or suite as defined in this subdivision shall be authorized to charge for, inhibit or otherwise interfere in any way with the rights of its guests or tenants to carry into rooms or suites rented by them their own bottles, packages or other containers of alcoholic beverages or to use or serve them to themselves, their own visitors or guests within the individual units rented or leased by them.

(c) Special occasion permit. "Special occasion permit" means a permit, which the board may issue to a bona fide charitable, nonprofit or political organization. Such a permit may be issued for no more than one time per month by the permittee, with each use being limited in duration to a maximum of seventy-two (72) consecutive hours, subject to the limitations on hours of sale by this chapter. Written notice of the time and place of each intended use shall be given the director of codes or the mayor's designated representative at least five (5) business days before the event.

(d) Golf course. A recreational facility developed for the primary sport of golf, not to be less than nine (9) holes, managed and regularly maintained by the operator of the facility. To qualify as a "golf course" hereunder, receipts from the sales of alcoholic beverages shall not exceed 40% of the total gross receipts in any consecutive two-month period for the business establishment.

(2) "Off-premise" permit. An off-premise permit may be issued to a business engaged in the sale of beer for consumption and not resale of beer for consumption and not resale where the beer sold is not to be consumed by the purchaser upon or near the premises of such seller. (Ord. #101, Dec. 1993, as amended by Ord. #252, May 2002)

8-212. Conditions of permits. Every permit issued by the beer board shall be issued subject to the following conditions:

(1) The premises for which such permit is issued are declared to be a public place for the purpose of inspection by the city's codes inspection officers and police officers or by any other duly authorized law enforcement officer.

(2) The permit holder shall keep invoices and all other memoranda relating in any way to the storing, sale, distribution or manufacture of beer, and shall permit the city's finance director or his designees to inspect, at any time during business hours, all such articles, containers, packages, invoices, books, papers and memoranda as may be deemed necessary in the opinion of the finance director or his designees in determining whether or not all local taxes have been paid or in determining the amount of such taxes that may be due.

(3) The permit holder shall display all permits issued pursuant to this article in a conspicuous place, together with all other permits, licenses and stamps required by law.

(4) The name of the manager responsible for the sale, distribution or manufacture of beer from the location for which the permit is granted shall be provided to the city. In the event of a change in management, the name of any subsequent manager shall be provided to the city within seven (7) days following such change. (Ord. #101, Dec. 1993) 8-213. Interference with public health, safety, morals. No permit authorizing the sale of beer will be issued when such business would cause

congestion of traffic or would interfere with schools, churches or other places of public gathering or would otherwise interfere with the public health, safety or morals. In no event will a permit be issued authorizing the storage, sale or manufacture of beer at places within one hundred (100) feet of any school, church or other such place of public gathering, as measured in a straight line from the nearest public entrance of such school, church or other such place to the nearest public entrance of the business in which beer is to be sold, stored or manufactured. No permit shall be suspended, revoked or denied on the basis of proximity to a school, church or other place of public gathering if a valid permit had been issued to any business on that same location as of January 1, 1993, provided that the sale, distribution or manufacture of beer at such location is not discontinued for any continuous six-month period. (Ord. #101, Dec. 1993, as amended by Ord. #261, Oct. 2002)

8-214. Persons convicted of certain crimes deemed ineligible. In order to receive a beer permit, an applicant must establish that he has not been convicted of any violation of the laws against the possession, sale, manufacture or transportation of beer or other alcoholic beverages or any crime involving moral turpitude or any felony within the past ten (10) years, and that no person to be employed by the applicant in the sale or distribution of beer has been so convicted. If the applicant is not an individual, it must establish that no person, firm, joint-stock company, syndicate or association having a least a five percent (5%) ownership interest in the applicant has been convicted of any violation of the laws against the possession, sale, manufacture or transportation of beer or other alcoholic beverages or any crime involving moral turpitude or any felony within the past ten (10) years. (Ord. #101, Dec. 1993)

8-215. Prohibited conduct or activities by permit holders, agents, servants or employees. The beer board shall have the power and authority to revoke or suspend any permits issued by it for any violation of any provisions of state law regulating the sale, storage, and transportation of alcoholic beverages or for any violation of any provisions of this code or any other ordinance of the Town of Ashland City or when the permittee:

- (1) Operates a disorderly place.
- (2) Permits boisterous or disorderly conduct on the premises.
- (3) Has been convicted by final judgment of a court of competent jurisdiction of a crime involving moral turpitude or any felony.
- (4) Permits minors to loiter about the premises, the burden of ascertaining the age of minor customers being upon the owner or operator of the place of business.
- (5) Has made a false statement or misrepresentation of a material fact in any application or notice to the board.
- (6) Sells or allows to be sold on the premises of the permittee any beer to any minor, provided that the board's power and authority to suspend or

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8-16 revoke permits on the grounds on sales to minors shall be limited by the provisions of T.C.A. § 57-5-109(b).

(7) Sells or allows to be sold on the premises of the permittee beer to any person using food stamps issued pursuant to state or federal law for the purchase of such beer.

(8) Brings, causes, or allows to be brought onto the premises of any permittee any prohibited drugs under the provisions and within the meaning of the Tennessee Code Annotated.

(9) Employs any person in the sale or distribution of beer who has been convicted of any violation of the laws against the possession, sale, manufacturing, or transportation of beer or other alcoholic beverages, or any crime involving moral turpitude within the past ten (10) years.

(10) Makes or allows any sale to any intoxicated person, or to any insane or otherwise mentally incapacitated person.

(11) Allows any intoxicated person to loiter on or about the premises.

(12) Fails to provide and maintain sanitary toilet facilities or fails to comply with any state, county or local health laws and regulations. (Ord. #101, Dec. 1993, modified, as amended by Ord. #140, § 1, Nov. 1995)

8-216. Revocation and suspension proceedings. No beer permit shall be revoked or suspended until a public hearing is held by the board after reasonable notice to the permit holder, except that if a permit holder fails to pay the annual privilege tax established under T.C.A. § 57-5-104(b) or fails to provide the information required under T.C.A. § 57-5-104(c), then the permit shall be considered void in accordance with said statutes. Revocation or suspension proceedings may be initiated by the city manager or the police chief or by any member of the beer board. (Ord. #101, Dec. 1993)

8-217. Civil penalties. The beer board may, at the time it imposes a revocation or suspension, offer a permit holder the alternative of paying a civil penalty not to exceed \$1,500 for each offense of making or permitting to be made any sales to minors or a civil penalty not to exceed \$1,000 for any other offense. If a civil penalty is offered as an alternative to revocation or suspension, the holder shall have seven (7) days within which to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is paid within that time, the revocation or suspension shall be deemed withdrawn. The holder's payment of a civil penalty shall not affect his ability to seek review of the civil penalty pursuant to state law. (Ord. #101, Dec. 1993)

8-218. Fees. All applications for the issuance of permits from the beer board shall be accompanied by an application fee of \$250 or such other amount as may be established by state law for use in off-setting and defraying the expenses of investigating the applicant and processing the application. No

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portion of such fee shall be refunded to the applicant notwithstanding whether an application is approved or denied. (Ord. #101, Dec. 1993)

REAL PROPERTY EXCHANGE AGREEMENT

This Real Property Exchange Agreement (“Agreement”) is made and entered into this the ____ day of _____, 2020, by and between Cheatham County (hereinafter known as "County") and Town of Ashland City , (hereinafter known as "Town").

Whereas the County is the owner of certain real property located in Ashland City, Tennessee bounded in part by Tennessee Waltz Parkway and consisting of all the property still owned by the County that was conveyed to the County by State Industries by Special Warranty Deed of record at Book 370, page 394, Register’s Office of Cheatham County, Tennessee and identified as Tax Map 055, Parcel 013.00 (the “Tennessee Waltz Parkway Property”); and

Whereas the Town is the owner of certain real property known as 100 Court Street, Ashland City, Tennessee and identified as Tax Map 011, Parcel 055C (“City Hall”);

Whereas the County and the Town wish to exchange their respective properties under the terms and conditions set forth herein.

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

1. **Conveyance.** The County agrees to convey the Tennessee Waltz Property to the Town for and in consideration for the Town’s conveyance to the County of City Hall. The Town agrees to convey City Hall to the County for and in consideration of County’s conveyance to the Town of the Tennessee Waltz Parkway Property. The conveyance of City Hall to the County shall include the generator that is currently located on the property.

2. **Exchange Value.** The County and the Town agree that the properties to be exchanged are of equal value and each parcel is fair and reasonable consideration for the other. The parties acknowledge that this transfer of properties is for a public purposes. The County is in need of the property in question for the extension of a county jail. The City is in need of the property in question for the expansion of parks and the expansion in the future of the waste water plant. Parties further acknowledge that this transfer is allowed pursuant to Tennessee law.

3. **Restrictive Covenants.** The parties acknowledge that the Tennessee Waltz Parkway Property is subject to various easements, restrictions, covenants and obligations of record including a Right of First Refusal as set forth in the deed to Cheatham County, Tennessee of record at Book 370, page 394, Register's Office of Cheatham County and will remain subject to such Right of First Refusal following conveyance to the Town. The parties agree that the conveyance of the Tennessee Waltz Parkway Property to the Town will be further subject to a restrictive covenant reasonably acceptable to the County providing that the residents of the County will be treated equally with respect to the use of any facilities developed on the Tennessee Waltz Property and no preference for citizen of the Town over other citizens of the County will be imposed.

4. **Property Sold "As-Is"** The parties agree that each has made such inquiry and inspection as deemed necessary with respect to the properties and neither party makes any representation or warranty (except warranties of title) with respect to the properties being exchanged.

5. **Title and Title Insurance.** The County and the Town will convey the Tennessee Waltz Parkway Property and City Hall, respectively, to the other free and clear of all liens and encumbrances except for the applicable easements, set backs, and subdivision restrictions and other restrictions of record or noted herein for said property by general warranty deed. Each party may obtain at its expense an owner's title insurance policy insuring the marketability of the title to the property such party is conveying. In addition, Town will convey by quitclaim deed any right, title, and interest it may have in the property known as Court Street located, in part, immediately adjacent to City Hall. Town acknowledges the Tennessee Waltz Parkway Property is subject to the certain Lease dated May 21, 2019, as amended, by and between Cheatham County and Mac E. Baggett, Jr. for use for agricultural purposes.

6. **Closing and Closing Costs.** Each party will be responsible for preparing the warranty deed to present to the other side for the transfer of properties. Each party will be responsible for their own expenses. Each party will pay for the recording fees for the warranty deed for the property it is receiving. There will be no proration of either city taxes or county taxes since both parties are governmental entities and are not subject to taxes. Possession will be given as of the date of deed.

7. **Closing Date.** This transaction is expected to be closed on or before June 1, 2021 or at a time earlier as agreed upon by the parties. Time is of the essence of this Agreement.

8. **Interim Use of County Property.** In order to allow the Town to vacate City Hall, the County agrees to permit the Town to use certain County facilities

pending completion of a replacement for City Hall. The County will provide space to the Town for city council meetings, planning commission meetings, Board of Zoning appeals meetings, traffic court, traffic school, and general session court. The County will make available to the Town the David McCullough Room and the large conference room located at the Cheatham County Government complex at Sycamore Square, Ashland City, Tennessee for these uses. In addition, the County will allow the Town to use the courtrooms located in the Cheatham County Courthouse for the Town's judicial proceedings to the extent such courtrooms are available, and the use has been approved by the appropriate judges. The parties will cooperate and work in good faith to schedule all the Town's reasonable requests for use of County's property.

The Town agrees: (i) the Town's use of the County's facilities will not disrupt County functions; (ii) the Town will provide any necessary security in connection with its use of County facilities; (iii) the Town will be responsible for any damage to County facilities during the Town's use; and (iv) the Town will ensure that its insurance policies will provide coverage for the Town's activities at County facilities. It is not anticipated that the Town's use of County facilities will result in additional costs to the County, but the Town agrees to reimburse the County for such costs if they occur.

The Town's use of the County facilities will continue until the earlier of the completion of a replacement for City Hall or July 1, 2022.

9. **Real Estate Commissions.** Each party represents that no real estate commission or sales fees will be due upon the closing of this transaction.

10. **Risk of Loss.** The County shall bear the risk of hazard damage or loss through the date of closing with respect to the Tennessee Waltz Property and thereafter Town shall bear such risk. The Town shall bear the risk of hazard damage or loss through the date of closing with respect to City Hall and thereafter County shall bear such risk.

11. **Entire Agreement.** It is expressly understood and agreed that this instrument contains the entire agreement between the parties and except as herein noted there are no oral or collateral conditions, agreements, or representations, all such having been resolved and incorporated herein.

12. **Default.** Should either party default in the performance of the terms and conditions of this agreement and the other party is required to bring suit for damages and/or specific performance to enforce the terms and conditions of this agreement then the prevailing party in such suit shall be additionally entitled to recover its reasonable attorney's fees.

13. **Authority.** Each party represents that this Agreement has been duly approved by their respective governing bodies which for the County is the county commission and for the Town is the city council.

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

CHEATHAM COUNTY:

Kerry McCarver
Cheatham County Mayor

Date: _____

TOWN OF ASHLAND CITY:

Steve Allen
Ashland City Mayor

Date: _____

SEPTEMBER 10-12 (TENTATIVE)

PATCHWORK FESTIVAL

SOUTHERN MUSIC AND ARTS CELEBRATION

-VENUE-

- Main stage:
Riverbluff Park
- Camping/Secondary Stage:
John C. Poole Rec Area

Other Potential Venues:

- Fairgrounds, Local Farm in Bells Bend, Bells Bend Farmhouse



-MOCK LINEUP-

Level of artists are subject to capacity level/ size of audience - this should serve as a guide for style and influence of artists to be hosted

**LEON BRIDGES | JASON ISBELL & THE 400 UNIT | KEB MO' |
RHIANNON GIDDENS | STURGILL SIMPSON | BLIND BOY
PAXTON | COLONY HOUSE | HOGSLOP STRING BAND |
AMYTHYST KIAH | DIRTY DOZEN BRASS BAND | GIL GANN |
MERCURY | FISK JUBILEE SINGERS | MOLLY PARDEN**

-SCHEDULE-

FRIDAY - bonfire & acoustic sets from 6-10pm at campsites

SATURDAY - music 12pm-10pm (roughly 7 acts)

SUNDAY - gospel choir in the a.m., continue from 12 pm-7pm
(roughly 4 acts)

ENTERTAINMENT

{SMALL STAGE}

- **Storytelling**

Through the Southern Order of Storytellers; folklorists continuing the art of American storytelling in an intimate setting

- **Intimate Acoustic Sets**

Local and up-and-coming artists performing acoustically in the camping area to cultivate a sense of closeness

- **Songwriting Workshop**

Opportunity to hear more from artists in a Q+A setting that allows for interaction

- **Jam Circles**

Similar to the Full Moon Pickin' Parties, bringing your own instrument is encouraged and space is allowed for groups of enthusiasts to make music together

-ACCOMODATION-

- Camping at John C. Poole Recreation Area (or local farm or campground in area with shuttles)
- Tiny Houses for VIP ticketholders
- Hampton Inn (if completed by September 2021)

-TINY HOUSES-

Timbercraft Tiny Homes



New Frontier Design



-TICKETS-

Ticket prices will be subject to capacity of events, but will be generally divided into several different tiers. Ticket tiers at present are subject to change throughout the planning process.

- Single Day General Admission
- Weekend Pass, no camping
- Weekend Pass, camping included
- VIP Pass, tiny house included as well as backstage access

-ART MARKET-

Local vendors showcasing Southern arts - glassblowing, painting, pottery, folk art, etc.

The Old School pottery



-FOOD VENDORS-

Inclusion of black-owned businesses and food trucks

- Will have a designated food vendor area by main stage- the Food Truck Roundup
- For campers, vendors serving breakfast food will be available in the camp area

-BARS & BEVERAGES-

- Little Marrowbone Brewing Company
- Bars will serve from local wineries, breweries, and distilleries
- Serve up southern inspired classics- gin and sweet tea, bushwhackers, etc.

-COMMUNITY INVOLVEMENT-

- Reach out to black leadership organizations for involvement in planning
- Involve a local non-profit to donate a portion of the proceeds

-WORKSHOPS-

No. 9 workshops- potential for doing workshop on food preservation, organic gardening, etc.

Songwriting workshops

Demonstrations from Southern artists

-ASHLAND CITY BENEFITS-

- Exposure for Ashland City
- Only music festival in Cheatham County (?)
- Sales tax revenue
- Launch of Arts Council
- Growth of Ashland City presence in tourism
- Promotion & support of local artisans and vendors

-FUNDING-

- Tickets- the majority of revenue will come from ticket sales
- Vendor fees- vendors will pay a fee for booth space
- Corporate Sponsorship- startup costs and additional revenue from advertisement for corporate sponsors
- **Once capacity is established, a business plan can be worked up for budgeting purposes and funds can be raised**



Quoted By: Tanner Cate
 Quote Expiration: 9/19/2021
 Quote Name: Town of Ashland City - LGD - Inventory
 Quote Number: 2021-125292
 Quote Description:

Sales Quotation For

Town of Ashland City
 101 Court St
 Ashland City , TN 37015
 Phone: +1 (615) 792-5618

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Financial Management Suite						
Inventory Control	\$2,475	32	\$4,160	\$0	\$6,635	\$619
<i>Sub-Total:</i>	\$2,475		\$4,160	\$0	\$6,635	\$619
TOTAL:	\$2,475	32	\$4,160	\$0	\$6,635	\$619

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$2,475	\$619
Total Tyler Services	\$4,160	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$6,635	\$619
Contract Total	\$7,254	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- All services quoted herein are assumed to be delivered remote unless otherwise indicated.



1900 W. Chandler Blvd, Suite 15-118 Chandler, AZ 85224
 800-264-9949 #200 (480) 731-3127 #200, Fax (480) 731-3129

www.bmisys.com

Quotation

Date April 13, 2021

Quote # 21040102GB

Alicia Young
 Ashland City, Town of - TN
 Phone - 615-792-4211 5239

BMI Systems Group is pleased to submit this quotation to your organization. Please make your PO out to the address below if you wish to invest in the quoted products.

BMI Systems Group
 P.O. Box 6280
 Chandler, AZ. 85246-6280

BMI ITEM#	DESCRIPTION	Qty	Unit Price	Ext
GBMIPA760CII10V2KT	Unitech PA760 Mobile Scanning Device Kit – CollectIT V2 Incode 10 <u>Itemized Pricing for the above Scanner Kit:</u> Unitech PA760 Mobile Scanning Device (5" Display) with Integrated 2D Imager Software - MSD Users License for CollectIT V2 – Incode 10 Software – File Copy Utility for Android/Windows PC Service - MSD operational settings configuration Service - Setup and configure mobile scanning device – CollectIT V2 Incode 10 Service - Customer Setup and to 4 Hours of remote training USB Communications & Charging Cable with Power Supply Pistol Grip for PA760 Yearly Support- Unlimited Phone Support and Software Upgrades MSD CI V2 Remote Installation Assistance 1-year Manufacturers Depot warranty, 90 days battery and cables Note: Above Mobile Scanning Device Kits may require interface software Supplied by Tyler technologies	ea	\$3250.00	
89 MC9121112-01R	PA 760 Options Holster - Mobile Scanning Device, Gun Grip PA760	ea	\$55.00	
84 UNI760CRAD1	Single Slot Charging Cradle for PA760	ea	\$229.00	
99 UNIPA760C483	48-hour repair and ship, Extended Warranty, No-Fault Comprehensive 3-year service contract for PA760, battery & cable	ea	\$425.00	
	Label Printer			
GBMIGRT700KT	GoDEX RT-700i Thermal Transfer Barcode Printing System for BMI CollectIT Serial/USB/Ethernet Interface, 203 dpi, 7ips, 16 MB Dram, 8 MB Flash, Color LCD display, 32-bit Microprocessor, Calibration Button, Go Label Software 1 roll of 3" x 1" paper labels with 1 ribbon and 3 Year Parts & Labor Warranty	ea	\$795.00	
TERMS	NET 30 DAYS OAC			
DELIVERY	3 Weeks ARO			
COMMENTS	This quotation is valid for up to 30 days from above date and DOES NOT INCLUDE SHIPPING, HANDLING, AND INSURANCE & applicable taxes. This document is also proprietary to your company and BMI and the information and pricing on this document is not to be discussed with any other parties!			

Gary Briggs

President, BMI SYSTEMS GROUP

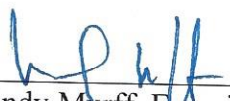
Lindy Murff
Exercise and Fitness Instructor

*1265 Wiley Pardue Road
Ashland City, Tennessee 37015
615.792.4423 h 615.418.7076 c*


Town of Ashland City
Senior Center
101 Court Street
P.O. Box 36
Ashland City, Tennessee 37015

Contract for Services

This document shall serve as a contract between Lindy Murff, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Senior Center at Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. Instructor will teach assigned exercise classes at current rate of pay \$35.00 per class. Term of this initial contract shall be July 2021 through June 2022.



Lindy Murff, Exercise Instructor
Social Security # 409-25-3883



Steve Allen, Mayor

BUELLER

NASHVILLE'S PREMIERE 80S TRIBUTE

PRIVATE EVENT CONTRACT

This contract is for the services of entertainment described below made March 19th, 2021 between Town of Ashland City hereinafter called PURCHASER, and Dave Tough DBA "Bueller", hereinafter referred to as ARTIST.

It is hereby mutually agreed between the parties hereto as follows:

The PURCHASER hereby engages The ARTIST to perform the engagement hereinafter provided with all the terms and conditions herein set forth including those entitled "Additional Terms & Conditions.

1. NAME OF PURCHASER: **Town of Ashland City**
2. NAME OF ARTIST: **Bueller**
3. TYPE OF MUSIC: **LIVE 4 PIECE BAND MUSIC**
4. DRESS: **TBD**
5. PLACE OF ENGAGEMENT: **Riverbluff Park
175 Old Cumberland Street
Ashland City, TN**
6. DATE OF ENGAGEMENT: **June 11th, 2021**
7. HOURS OF ENGAGEMENT: **8-10 PM CST live music with (1) 10 min break**
8. TYPE OF ENGAGEMENT: **SUMMERFEST**
9. LOAD-IN/SET-UP/TEAR DOWN TIMES: **SETUP 7:30-8 PM CST
TEAR DOWN, 10PM-Midnight CST**

10. TOTAL PRICE AGREED UPON: **\$1100.00**
DEPOSIT AMOUNT: **\$550.00 DEPOSIT** via check mailed with signed contract to address below

**BALANCE (PAID BEFORE OR IMMEDIATELY UPON COMPLETION OF EVENT)
\$550.00 BALANCE DUE. CASH PREFERRED, CASHIERS CHECK OR MONEY ORDER ALSO WILL WORK.** If payment is not made day of event an additional \$300 fee will be charged to client.

The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control,

or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay at least 25 percent of prospective Event attendees from appearing at the Event/venue, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

In the event of a cancellation instigated directly by PURCHASER (not due to the items listed in the paragraph above), ARTIST will retain entire deposit amount. In the case of ARTIST cancellation or a no show, PURCHASER will be refunded the deposit.

PURCHASER is liable and responsible for any and all behavior of guest(s) towards ARTIST and in the event of any damages incurred to ARTIST or equipment (including, but not limited to instruments, sound equipment, backline) PURCHASER will be held in account and required to cover any and all expenses for damages.

Additional Terms:

PURCHASER will provide the following: PA/sound system for mid-size venue, soundman, mixing desk, monitors, and drum set. Artist will provide their own microphones (Due to Covid) and other backline and band instruments. Stage lighting will also be provided by PURCHASER.

- Set list to be determined by ARTIST in conjunction with PURCHASER. ARTIST will learn 1 new song included in price, not on their regular setlist. All special song names will be provided a minimum of one month before the event by PURCHASER. If ARTIST is required learn any other additional songs for special dances as requested by PURCHASER an additional rehearsal fee will be added to balance.
- Overtime costs are as follows: \$300.00 per every (30) thirty minutes of performance past designated stop time. Overtime payment is due immediately following performance and should be added to balance due.
- If an ARTIST member is unable to perform due to any unforeseeable circumstance, an appropriate replacement will be made for unavailable ARTIST member.
- ARTIST to be provided with the following by PURCHASER:
 - Bottled water during performance.
 - Free parking or reimbursed for incurred parking fees.
 - Band liaison guide ARTIST through schedule.
- Technical Requirements. PURCHASER (or purchaser's agent) should provide:
 - Performance area/stage minimum of 15' x 10' accessible through means other than audience traffic area. Area must be flat and dry.
 - Electricity: Two 120V power outlets accessible near stage. No generators.

This contract constitutes the sole, complete, and binding agreement between the ARTIST and the PURCHASER.

SIGNATURE: _____
Dave Tough

SIGNATURE: _____
Steve Allen Mayor of Ashland City

Artist Contact Information:

Dave Tough
Dave Tough Productions, LLC
5516 Trousdale Drive
Brentwood, TN 37027
615 554 6693
dave@davetough.com

Purchaser Contact Information:

Scott Sampson: ssampson@ashlandcitytn.gov

Scott Sampson
Director, Parks and Recreation
233 Tennessee Waltz Parkway
Suite 103
Ashland City, TN 37015
615-792-7553 ext. 5727 [office]
615-947-2605 [cell]

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 2/20), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature
Print Name
Title
Date
Email Address

Pitney Bowes Signature
Print Name
Title
Date

Sales Information

Ted Delia	ted.delia2@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



SendPro[®] Mailstation

Keep it simple with a compact and easy-to-use cloud-based postage meter.

The SendPro[®] Mailstation cloud-based postage meter has everything a small business needs to effortlessly process light volumes of mail.

Print USPS[®] postage for letters, flats and postcards, get automatic postage rate updates and accurately weigh large envelopes up to five pounds – all from the device's easy-to-use full-color touchscreen display. Plus, you can print USPS shipping labels, track shipments, get cost accounting data and save even more with access to SendPro Online.

Skip those trips to the Post Office. Print postage from your home office or small business with the SendPro Mailstation.

Only \$22.99/month after 60-day free trial*



Discover the best postage meter for small businesses



Simple to use

Easily navigate menus and select options with the device's 7" color touchscreen display.



Rate changes and savings

Automatically pay the correct amount and save **4¢ on First-Class[®] postage and up to 40%* off Priority Mail[®].**



Compact design

Save space with a modern, compact design that fits into any small business, even a home office.



Digital scale

Accurately weigh large flats and envelopes up to 5 pounds with the integrated, digital scale.

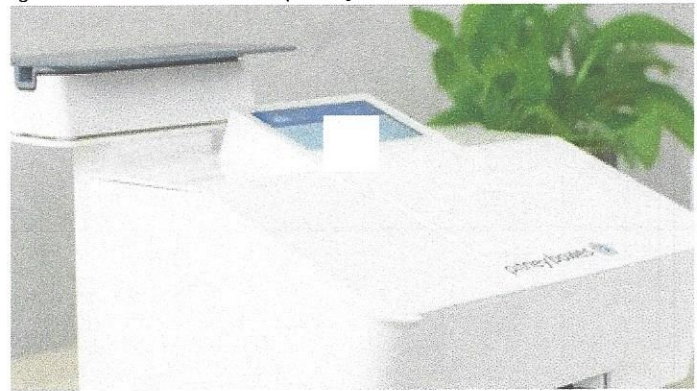
Build to make printing postage easy

See for yourself how quick and easy it is to send letters, large envelopes and postcards right from your office with the SendPro Mailstation.

What our clients are saying

"Now we don't have to go to the post office or other carrier locations. We highly recommend SendPro Mailstation – it's sleek, compact, and easy to use."

Lance Cornelius
Accounting Manager Holiday Inn, San Antonio
NW SeaWorld



Additional features and benefits



SendPro Online access

Log in online to access shipping and tracking features, along with additional savings.



Accounting

Track postage spend with access to precise USPS mailing and shipping history.



Integrated apps

Track sending activity in real-time and optimize your mailing and shipping processes.



Address verification

Reduce costly address correction fees and improve your delivery success rate.

How SendPro Mailstation compares



Pitney Bowes®
SendPro Mailstation



Quadiant
IS-280 iMeter™



Francotyp-Postalia
PostBase™ mini

Largest color touchscreen

Free trial

Easiest to use ***

Digitally-connected cloud-based

Access to online software for accounting, tracking and savings

5 lb scale

Bowes mailstation2 clients when comparing to IS-280, PostBase mini, and SendPro Mailstation devices during a blinded side-by-side study conducted in the Pitney Bowes Meter Usability Research (October 2019.) Competitive images are an approximation. Drawings may not be exact in every detail.

SendPro Mailstation product resources

[Cut sheet and specifications](#)

Product overview including features, benefits and specifications.

[Getting started](#)

Quick-start guide to help you set up and use your device.

[SendPro Mailstation support](#)

SendPro Mailstation support and resources.

[mailstation2 Support](#)

mailstation2™ [previous model] support and resources.

Other postage meter and mailing solutions to consider



[SendPro Online](#)

Designed to easily print postage and shipping labels from any computer, whether in the office or at home.

Ideal for up to 25 mail pieces/week and up to 200 shipments/month

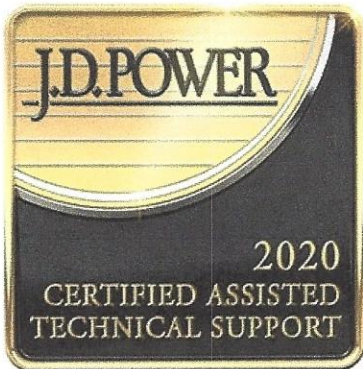


[SendPro C Lite](#)

Designed to handle weekly mail volumes and office shipping in an easy-to-use device with semi-automatic mail feeder and optional label printer.

Ideal for up to 200 mail pieces/week and 100 shipments/month

* New customers only. Postage and supplies not included. \$22.99/mo after trial ends. ** 4 cent savings as of 1/24/2021. 40% savings is maximum savings on packages weighing 10 lbs being shipped to Zone 4 and is available through SendPro Online only.



JD Power recognizes Pitney Bowes

Pitney Bowes has been recognized by J.D. Power for providing "An Outstanding Customer Service Experience" for its Assisted Technical Support. [Learn More.](#)



9336 Civic Center Drive, Beverly Hills, CA 90210, 310.273.6700

THIS IS A FORMAL OFFER FORM. Upon receipt it will be presented to the artist for consideration. Should we confirm verbally or in writing it is a legally binding agreement and valid in a court of law.

ARTIST Craig Campbell Performance Date(s) June 9, 2021

VENUE / EVENT Summer Fest Phone 615-947-2605

Venue / Event Contact Scott A. Sampson Fax 615-792-1464

Address 175 Old Cumberland St. Ashland City TN 37015

Venue / Event Website _____

Venue / Event History 25 years long

PURCHASER Town of Ashland City Phone 615-792-7553 ext. 5727

Contract Signatory _____ Cell _____

Show contact _____ Email _____

Address (Street/City/State/Zip) _____

Guarantee/Fee: \$2,000.00 PLUS or VERSUS 0% *Please attach itemized expenses

Purchaser Agrees to Supply at His/Her own expense: Merchandise Rate: 0 % to Artist

Backline Yes No Sound & Lights Yes No Accommodations Yes No # of Rooms: _____ Flights Yes No # of Flights: _____ Ground Transportation Yes No

Upon confirmation a deposit must be issued to UTA prior to the show date per the terms within the contract issued upon confirmation. The deposit must be payable to United Talent Agency via cashiers/certified check, money order or bank wire ONLY. All day of show payments to Artist must be via cash, cashiers/certified check or money order ONLY. No company or personal checks will be accepted.

SCALING / TICKETING LEGAL CAPACITY N/A AGE LIMITS _____

of GA Tickets 0 @ \$ _____ ; _____ @ \$ _____ Seated / Standing (Circle One)

of Reserved Tickets 0 @ \$ _____ ; _____ @ \$ _____ Seated / Standing (Circle One)

Tax on Gross (1): 0 Percentage: _____ % (or) \$ _____

Tax on Gross (2): 0 Percentage: _____ % (or) \$ _____

Tax on Gross (3): 0 Percentage: _____ % (or) \$ _____

Day of show ticket price(s) 0 Scaling Notes / Facility Deduc. _____

SHOWTIME: 7:30 ON STAGE: 7:30 SET LENGTH: 1 hour CURFEW: N/A

OTHER ARTISTS None

PRODUCTION IN HOUSE YES / NO (Circle One) Company N/A

Contact N/A Phone _____ Email _____

STAGE SIZE 36x24 CEILING HEIGHT (stage to ceiling) 15' 6" STAGE HEIGHT 40"

INDOORS / OUTDOORS (Circle one) COVERED STAGE YES / NO (Circle one)

ADVERTISING ANNOUNCE & ON SALE DATES _____

RADIO STATION(S) None PRINT ADV _____

TICKET OUTLETS None Phone _____

Website(s) _____

Ticket Count Contact N/A Phone _____ Email _____

* Note: All sponsorships including radio tie-ins and/or "Presents" must be approved in writing by Artist's Mgmt. and Artist Representative.

RADIUS CLAUSE: N/A miles from venue, N/A days before, N/A days after performance date.

Name _____ (Print) _____ (Signature) Date submitted _____



This agreement is subject to the rules and regulations of the American Federation of Musicians of the U.S.A. and Canada. Purchaser agrees to pay forthwith a deposit to UNITED TALENT AGENCY per the terms in the contract issued upon confirmation. In the event the purchaser fails to pay the deposit, the artist shall not be bound to appear but all other terms of this agreement shall remain in force and the artist will receive full compensation hereunder. This agreement when signed by purchaser shall constitute a binding agreement for artist's services. This agreement may

Company Name: Ashland City Fire Dept

Order # OID-0004920772

Service Location:

Address 1 200 LITTLE MARROWBONE RD
 Address 2 _____
 City ASHLAND CITY
 State TN
 Zip 37015
 Primary Contact Name Derek Noe
 Primary Contact Phone (615) 792-4531
 Primary Contact Email derek.noe@ashlandcity.com

Billing Location:

Address 1 200 LITTLE MARROWBONE RD
 Address 2 _____
 City ASHLAND CITY
 State TN
 Zip 37015
 Billing Contact Name Derek Noe
 Billing Contact Phone (615) 792-4531
 Billing Contact Email derek.noe@ashlandcity.com
 Tax Exempt Yes

Service Term 12 Months

Business Offer: 9325100450

Business Offer & Promo Details

Business TV Private ViewStandard at \$74.95. Taxes, Usage, Fees, and Equipment are extra

Service(s)	Qty	Monthly Service Charge ¹	Non-Recurring Charge ²
Business Video			
TV Standard	1	\$ 74.95	
Equipment - TV Box + Remote (STB)	4	\$ 39.80	
Additional Fees			
Professional Installation	1		\$ 119.95
Total Charge for Service Order		\$ 114.75	\$ 119.95

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

Company Name: Ashland City Fire Dept

Order # OID-0004920772

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index .	
Signature	
Name	
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	Steven Wemple
Sales Representative Code	0051H000007w6oEQAQ
Sales Manager/Director Name	JD Kessenger
Sales Manager/Director	Approved
Division	
SmartOffice License	

Company Name: Ashland City Fire Dept

Order # OID-0004920772

CompanyName: Ashland City Fire Dept

Order #: OID-0004920772

Toll Free #	Calling Originating Area	Associated TN
-------------	--------------------------	---------------

RESOLUTION NO _____

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE TOWN OF ASHLAND CITY, TENNESSEE, OF NOT TO EXCEED \$16,599,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE INTERIM FINANCING FOR THE SEWER TREATMENT PLANT CONSTRUCTION AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of the Town of Ashland City, Tennessee (the "Municipality" or the "Town"), to incur indebtedness (the "Indebtedness"), through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of providing interim financing for the sewer treatment plant construction, as hereinafter more fully described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee, as follows:

SECTION 1. For the purpose of providing interim financing for improvements to the water and sewer systems (the "System"), including the construction of the sewer treatment plant, and to pay costs incident to incurring the Indebtedness (collectively, the "Project"), the Municipality is hereby authorized to incur Indebtedness in the amount of not to exceed \$16,599,000, through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate, which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

SECTION 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged. The indebtedness evidenced by the Loan Agreement shall be payable from, but not secured by, the revenues of the System, subject only to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such System and to a prior pledge of such revenues in favor of other obligations of the Town payable from revenues of the System.

SECTION 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

SECTION 4. After the adoption of this Resolution, the Town Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 5. This Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 13th day of April, 2021.

Mayor

Attest:

Town Recorder

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the Town of Ashland City, Tennessee, shall have been filed with the Town Recorder of the Town of Ashland City, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, Kellie Reed, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Ashland City, Tennessee (the "Town"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Town held on April 13, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$16,599,000 by said Town; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Town this 13th day of April, 2021.

Town Recorder

(SEAL)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE TOWN OF ASHLAND CITY, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$16,599,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE CITY'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND, CERTAIN OTHER MATTERS

WHEREAS, the City Council (the "City Council"), of the Town of Ashland City, Tennessee (the "Municipality" or the "Town"), has determined that it is necessary to provide interim financing for costs of improvements to the water and sewer systems (the "System") of the Town, including the construction of a sewer treatment plant, capitalized interest during the construction period, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the City Council of the City to be in the best interests of the City to obtain such interim financing for the Project through The Tennessee Municipal Bond Fund ("TMBF") fixed rate loan program;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the Municipality for the above described purposes;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted March 5, 2020, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bond, Series 2020 (Town of Ashland City Sewer Treatment Plant Loan) (the "Bond"), in the principal amount of not to exceed \$16,599,000, and loan the proceeds thereof to the Municipality pursuant to the provisions of a Loan Agreement, by and among the City, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the City Council of the City, has on the date hereof, adopted an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of providing interim financing the construction of the Project, in the amount of not to exceed \$16,599,000, and the Town Recorder has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Municipality;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably

pledged; provided, however, it is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be payable from, but not secured by, the revenues to be derived from the operation of the System, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such System, and to any pledge of such revenues in favor of other obligations of the System;

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in a Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser"); and,

WHEREAS, the United States Department of Agriculture, acting through Rural Development ("USDA"), has issued to the Town its Letter of Conditions, dated August 24, 2020, as amended, in which it has agreed to purchase bonds to be issued by the Town, upon substantial completion of the Project, upon terms and conditions favorable to the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee, as follows:

Section 1. Approval of the Loan. (a) For the purpose of providing funds to provide interim financing for the construction of the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the City, the loan to the City from the Authority is hereby authorized in the principal amount of not to exceed \$16,599,000 and the City is hereby authorized to borrow such funds from the Authority (the "Loan").

(b) The Bond to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bond, as provided in the Loan Agreement. The Mayor and Town Recorder are authorized to enter into the Loan Agreement, such Loan Agreement to bear interest at a fixed rate, as the Mayor and Town Recorder shall determine is in the best interest of the Municipality. The Municipality shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The final rate of interest payable on the Loan Agreement shall not exceed the maximum rate of interest permitted by applicable law. The Loan Agreement shall be for a term of not to exceed three years. The final principal and interest payment dates, final interest rate payable, amortization of principal amounts of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the Mayor and the Purchaser, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the Municipality, in accordance with the terms of this Resolution and the Loan Agreement. If the City enters into the Loan Agreement with the Authority to finance the Project, the rate of interest on the loan will include an annual administration fee equal to 15 basis points (0.15%), payable to TMBF, as the program administrator, by the Purchaser, to be paid from each periodic payment of interest on the Loan Agreement, based on the outstanding principal amount of the loan.

Section 2. Approval of Loan Agreement. The form, terms, and provision of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the City Council hereby authorizes the Mayor and the Town Recorder of the Municipality to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the Town Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Section 3. Fulfillment of Obligations. The City Council of the Municipality is authorized and directed to fulfill all obligations of the Municipality under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.

It is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the System, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such System, and to any pledge of such revenues in favor of other obligations of the System.

It is further the intention of the Town, that all or a portion of the proceeds received by the Town from the issuance of the bonds to be purchased by USDA, pursuant to the Letter of Conditions, will be used in to pay the Loan in full on or before May 1, 2024.

Section 5. Approval of Bond. For the purpose of providing funds to make the Loan to the Municipality evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the Municipality designated by law as the custodian of the funds, upon submission of a requisition for such funds by the Municipality to the Purchaser, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed from time to time solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality. Any monies remaining in the Project Fund after completion of the Project shall be used to pay debt service on the Bond.

Section 7. Consent to Assignment. The Municipality hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

Section 8. Arbitrage Certification. The Municipality recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price, that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Municipality agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the City Council of the Municipality that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The City Council further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and Town Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the

sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Section 9. Miscellaneous Acts. The Mayor, the Town Recorder, the Town Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

Section 10. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 11. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 12. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 13. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 13th day of April, 2021.

Mayor

Attest:

Town Recorder

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, Kellie Reed, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Ashland City, Tennessee (the "Town"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Town held on April 13, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$16,599,000 by said Town; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Town this 13th day of April, 2021.

Town Recorder

(SEAL)

LOAN AGREEMENT

BY AND AMONG

**THE PUBLIC BUILDING AUTHORITY OF
THE CITY OF
CLARKSVILLE, TENNESSEE,**

TOWN OF ASHLAND CITY, TENNESSEE,

AND

**SECURITY BANK AND TRUST COMPANY
Paris, Tennessee**

**Relating to
\$16,599,000
The Public Building Authority of the
City of Clarksville, Tennessee
Local Government Loan Program Bond,
Series 2021
(Town of Ashland City Sewer Treatment Plant Loan)**

Dated: May __, 2021

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LOAN AGREEMENT

\$16,599,000

**The Public Building Authority of the City of Clarksville, Tennessee
Local Government Loan Program Bond, Series 2021
(Town of Ashland City Sewer Treatment Plant Loan)**

This Loan Agreement (the "Loan Agreement"), dated as of May __, 2021 and entered into by and among **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE**, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the "Issuer"), the **TOWN OF ASHLAND CITY, TENNESSEE**, a municipal corporation organized and duly existing under the laws of the State of Tennessee (the "Borrower" or the "City"), and **SECURITY BANK AND TRUST COMPANY**, Paris, Tennessee, a banking corporation (the "Bank") (collectively, the "Parties"):

WITNESSETH:

WHEREAS, the Issuer is authorized by Title 12, Chapter 10, Tennessee Code Annotated, as from time to time amended or supplemented (the "Act"), to, among other things, upon the terms and provisions set forth in the Act, enter into loan agreements with municipal corporations, as defined in the Act, for the purpose of financing the costs of constructing, installing, or acquiring certain necessary and desirable buildings, structures, equipment, and improvements constituting a "project" as such term is defined and used in the Act, for such payments and upon such terms as the board of directors of the Issuer may deem advisable in accordance with the provisions of the Act; to issue its revenue bonds pursuant to the provisions of the Act for the purpose of financing, acquiring, erecting, extending, improving, equipping, or repairing or a combination thereof, any project; and, as security for the payment of the principal of, and the interest on, any such bonds so issued, to assign and pledge, among other things, all or any part of its interest in, and rights under, the loan agreements relating to the necessary and desirable projects so financed;

WHEREAS, the Issuer has determined that there is substantial need within the State for a financing program which will provide funds for qualifying projects for municipal corporations in the State;

WHEREAS, the Issuer is authorized under the Act to issue its revenue bonds to provide funds for such purposes;

WHEREAS, the Issuer has determined that the public interest will best be served and that the purposes of the Act can be more advantageously obtained by the Issuer's issuance of its revenue bonds in order to loan funds to participating municipal corporations to finance projects;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution adopted March 5, 2020, the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount of not to exceed \$300,000,000;

WHEREAS, the City is a municipal corporation lawfully organized and existing under the laws of the State of Tennessee;

WHEREAS, the City is authorized under the Act, its Charter, and its resolutions to enter into this Loan Agreement for the purposes of financing the costs of projects authorized by the Act;

WHEREAS, the Issuer and the City have determined that the provision of funds by the Issuer to the City (the "Loan"), pursuant to the terms of this Loan Agreement and the Bond Purchase Agreement, of even date hereof, between the Issuer and Security Bank and Trust Company, Paris, Tennessee (the "Bank" or "Purchaser"), including any amendments and supplements thereto, will make possible the financing of the

Project for the City resulting in the efficient and economic furnishing of governmental services to the citizens residing within the boundaries of the City; and,

WHEREAS, the City Council (the "City Council"), of the City, adopted on October 13, 2020, an Initial Resolution and a Resolution authorizing the issuance of Water and Sewer Revenue and Tax Bonds in the amount of \$16,599,000 (the "USDA Bonds"), with the proceeds to be used to finance water and sewer system improvements and extensions, which authorized the bonds to be sold to the United States Department of Agriculture, acting through Rural Development, pursuant to a Letter of Conditions, dated August 24, 2020, as amended, in which USDA has agreed to purchase the bonds on terms and conditions favorable to the Town and its citizens;

WHEREAS, it is necessary to provide interim financing for costs of improvements to the water and sewer systems (the "System") of the Town, including the construction of a sewer treatment plant, capitalized interest during the construction period, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto (collectively, the "Project"), and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the Town;

WHEREAS, the City Council, by an Initial Resolution, adopted on April 13, 2021 (the "Initial Resolution"), approved the borrowing of funds and the incurring of indebtedness in an amount of not to exceed \$16,599,000 in the form of a loan from the Issuer, for the purpose of providing interim financing for the Project, and by a Loan Resolution, adopted by the City Council on April 13, 2021 (the "Loan Resolution"), authorized a loan under a loan agreement between the Borrower and the Issuer for the aforementioned purposes and the assignment of the Borrower's obligation under such loan agreement;

WHEREAS, the Loan will be administered by The Tennessee Municipal Bond Fund (the "Administrator"), under that certain Program Management Contract, dated of even date herewith, by and between the Issuer and the Administrator; and,

WHEREAS, pursuant to the Issuer Resolution, in order to assist the Borrower in the financing of the Project, the Issuer has agreed to authorize, issue, sell and deliver its Local Government Loan Program Bond, Series 2021 (Town of Ashland City Sewer Treatment Plant Loan) (the "Bond"), in the maximum principal amount of \$16,599,000.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

AUTHORITY

Section 1.01. Authority. This rights and obligations of the parties to this Loan Agreement are authorized by Title 12, Chapter 10 and Title 9, Chapter 21 of Tennessee Code Annotated, as amended, and other applicable provisions of law.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. The following terms shall have the following meanings in this Loan Agreement unless the text expressly or by necessary implication requires otherwise or unless reference to definitions contained in another document as part of this transaction:

"Act" means Title 12, Chapter 10, Tennessee Code Annotated, as amended,

"Administrator" means The Tennessee Municipal Bond Fund, and its successors or assigns.

"Authorized Officer of the Borrower" means the Mayor or the Town Recorder and any other person or persons authorized pursuant to law or a resolution of the City Council of the Borrower to perform such act or execute such documents on behalf of the Borrower.

"Bank" means Security Bank and Trust Company, Paris, Tennessee, or its successors and assigns.

"Bond" means the Local Government Loan Program Bond, Series 2021 (Town of Ashland City Sewer Treatment Plant Loan), dated the date of its issuance and delivery, issued in the maximum principal amount of \$16,599,000.

"Bond Counsel" means Bone McAllester Norton PLLC, Nashville, Tennessee.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date hereof, between the Issuer, as the issuer of the Bond, and the Bank, as the purchaser of the Bond, describing the rights and obligations of both parties relating to the private placement of the Bond.

"Borrower" means Town of Ashland City, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee.

"Borrower Resolutions" mean collectively, the Initial Resolution and the Loan Resolution of the Borrower.

"Borrower's Tax Certificate" means the Tax Certificate, including exhibits thereto, which is entered into by the Borrower consistent with the requirements of Section 1.148-2(b) of the Treasury Regulations.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city or cities in which the primary office of the Bank is authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Closing" means the date at which time the Loan to the Borrower is made to finance the Cost of the Project.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bond and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bond.

"Cost of the Project" means the construction costs of the sewer treatment plant for the Town, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become a Loan Default hereunder.

"Drawing" means a disbursement from the Project Fund pursuant to Section 4.06 hereof.

"Favorable Opinion of Bond Counsel" means, when used with respect to or in connection with any action, a written opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest paid on the Bond from gross income for federal income tax purposes.

"Initial Resolution" means that certain Initial Resolution adopted by the City Council of the City pursuant to the Section 9-21-205 of Tennessee Code Annotated, on April 13, 2021, authorizing the City to incur indebtedness with the Issuer to finance the Project.

"Issuer" means The Public Building Authority of the City of Clarksville, Tennessee, a public nonprofit corporation organized and existing under the laws of the State of Tennessee.

"Issuer Resolution" means the resolution of the Issuer adopted on March 5, 2020, providing for the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount not to exceed \$300,000,000, of which the Bond is one of such authorized obligations.

"Loan" means the loan as authorized by this Loan Agreement, the Borrower Resolutions, and the Issuer Resolution.

"Loan Amount" means the aggregate principal amount of all Drawings from time to time up to the Loan Commitment Amount.

"Loan Commitment Amount" means the maximum principal amount of \$16,599,000, or other amount as may be determined by the Issuer, the Borrower, and the Bank.

"Loan Rate" means, at any point in time, the applicable rate of interest on the Loan as described in Section 4.08 hereof, as determined by the Bank, and agreed to by the Borrower.

"Loan Repayment Date" means the first day of each of May and November, or if such day is not a Business Day, the next succeeding Business Day.

"Loan Repayments" means the payment of principal and interest on the Loan pursuant to the terms of this Loan Agreement.

"Loan Resolution" means that certain Resolution adopted by the City Council of the City on April 13, 2021, authorizing a loan under a loan agreement between the Borrower and the Issuer to finance the Project.

"Mayor" means the duly elected and qualified Mayor of the City and all successors to such office.

"Outstanding Loan Amount" means the Loan Amount minus principal prepayments and repayments made to the Bank.

"Project" means the costs of the construction of the sewer treatment plant and costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City, as authorized by the Borrower Resolutions.

"Registration Agent" means the Chairman or Secretary of the Issuer, or any successor designated by its Board of Directors, as described in the Bond Purchase Agreement to maintain a register identifying the owner of the Bond.

"Repayment Exhibit" means the debt service schedule of the Loan Amount made to the Borrower and attached hereto as EXHIBIT B, as the same may be amended from time to time in accordance with the provisions of this Loan Agreement.

"State" means the State of Tennessee.

"Town Recorder" means the duly appointed and qualified Town Recorder of the City and all successors to such office.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 3.01. Representations of Borrower. The Borrower represents for the benefit of the Issuer and the Bank as follows:

(a) Organization and Authority.

(1) The Borrower is a municipal corporation, duly created and validly existing, in good standing pursuant to the constitution and statutes of the State.

(2) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own and operate its properties, to carry on its activities, to enter into this Loan Agreement and the Borrower's Tax Certificate, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement and the Borrower's Tax Certificate.

(3) The proceedings of the Borrower's City Council approving this Loan Agreement and the Borrower's Tax Certificate and authorizing their execution and delivery on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable law.

(4) This Loan Agreement and the Borrower's Tax Certificate have been duly authorized, executed, and delivered by Authorized Officers of the Borrower; and, assuming that the Issuer has all the requisite power and authority to execute and deliver, and has duly authorized, executed, and delivered this Loan Agreement, this Loan Agreement and the Borrower's Tax Certificate, constitute the legal, valid, and binding obligations of the Borrower enforceable in accordance with their respective terms subject to future proceedings under bankruptcy, reorganization, debt arrangements, insolvency, or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights. The information provided and to be provided to the Issuer, the Administrator, and the Bank in connection with obtaining the Loan hereunder is true and accurate in all respects.

(b) Full Disclosure. The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Issuer, the Administrator, or the Bank do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Issuer, the Administrator, and the Bank in writing which materially adversely affects or is likely to materially adversely affect the financial condition of the Borrower, its ability to own and operate its property in the manner such property is currently operated or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(c) Pending Litigation. There is no litigation or legal or governmental action, inquiry, investigation, or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and other payments

required hereby and otherwise perform its obligations under this Loan Agreement, that have not been disclosed in writing to the Bank, the Administrator, and the Issuer in the Borrower's application for its Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. The execution and delivery of this Loan Agreement by the Borrower, the performance by the Borrower of its obligations hereunder, and the consummation of the transactions provided for in this Loan Agreement and compliance by the Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project (i) are within the municipal powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower and (ii) do not and will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than this Loan Agreement) to which the Borrower is a party or by which the Borrower or any of its property may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, resolutions, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Loan Agreement or receipt of the proceeds of the Loan, would constitute a Default or a Loan Default. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, or its property, may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all Loan Repayments or other payments required hereby or otherwise perform its obligations under this Loan Agreement.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the making and performance by the Borrower of its obligations under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Borrower has complied with any applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making and performance by the Borrower of its obligations under this Loan Agreement or the Borrower's Tax Certificate or with the undertaking or completion of the Project and the financing thereof. The financing of the Project as contemplated by this Loan Agreement is consistent with the terms of any such governmental consent, order, or any action applicable thereto. No consent, approval or authorization of, or filing, registration, or qualification with, any governmental authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement, the Borrower's Tax Certificate, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

(1) The Borrower is in compliance with all laws, ordinances, resolutions, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or the condition (financial or otherwise) of the Borrower; and,

(2) The Borrower has obtained all licenses, permits, franchises, or other governmental authorizations necessary to the ownership of its property or to the conduct of its activities, and agrees to obtain all licenses, permits, franchises, or other governmental authorizations which may be required in the future, which, if not obtained, would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower.

Section 3.02. Particular Covenants of the Borrower.

(a) Performance of this Loan Agreement. The Borrower agrees: (i) to cooperate with the Issuer and the Bank in the performance of the respective obligations of the Bank and the Issuer under this Loan Agreement; (ii) to establish, levy, and collect ad valorem taxes on all taxable property within the City, sufficient to pay when due the annual amounts payable and sufficient to fulfill the terms and provisions of this Loan Agreement; and, (iii) to deliver to the Issuer, the Administrator, and the Bank, and any designee of such parties, any report or certificate required to comply or to evidence compliance with requirements imposed by the Bank.

(b) Inspections. The Borrower shall permit the Issuer, the Administrator, and the Bank, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto (other than documents the confidentiality of which is protected by law or professional codes of ethics) and to its financial standing, and shall supply such reports and information as the Issuer or the Bank may reasonably require in connection therewith.

(c) No Federal Guarantee. The Borrower has not secured and will not secure any of its obligations hereunder by any obligation which is federally guaranteed within the meaning of Section 149(b) of the Code.

(d) Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self insurance with respect to its property, insuring against such casualties and contingencies of such types (including public liability insurance) and in such amounts as are customary in the case of persons engaged in the same or similar activity and similarly situated.

(e) Cost of Project. The Borrower certifies that the Cost of the Project is a reasonable and accurate estimation and upon direction of the Bank, the Administrator, or the Issuer will supply the same with a certificate from independent engineers stating that such Cost of the Project is a reasonable and accurate estimation.

(f) Project. All items constituting the Project constitute a “project” as defined in the Act. The Borrower intends to cause the Project to be operated at all times during the term of the Loan Agreement as a governmental facility which qualifies as a “project” as defined in the Act.

The Loan Amount will not exceed the cost of and incidental costs related to the acquisition, construction, improvement, and financing of the Project and the issuance of the Bond by the Issuer to provide funds to make the Loan. The Project is needed by the Borrower and will not result in an unnecessary duplication of existing facilities. The Project is consistent with the orderly development and provisions of services in the area in which the Borrower is located. The Borrower will proceed with due diligence to complete the Project.

(g) Information. The Borrower shall, at the reasonable request of the Issuer, the Administrator, or the Bank, discuss the Borrower’s financial matters with the Issuer, the Administrator, or the Bank and provide the Issuer, the Administrator, or the Bank with access to and copies of any documents (other than documents the confidentiality of which is protected by law or professional codes of ethics) reasonably requested by the Issuer, the Administrator, or the Bank.

(h) Use of Project The Borrower will not use the Project or suffer or permit the Project or any portion thereof to be used for other than a governmental, public purpose by the Borrower.

(i) Agreements Requested by the Bank. The Borrower shall provide a copy of its annual budget to Bank as soon as it is approved. The Borrower shall also provide a copy of any notices received from any rating agency maintaining a rating on the Bond which announces a change in such rating.

(j) Delivery of Information. The Borrower will deliver to the Issuer, the Administrator, and the Bank as soon as available and in any event within 270 days after the end of each fiscal year, an audited statement of its financial position as of the end of such fiscal year and the related statements of revenues and expenses for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by the independent auditor engaged by the Borrower on the date of this Loan Agreement or other independent certified public accountants acceptable to the Issuer, the Administrator, and the Bank and which shall include the Division of Local Government Audit, or any successor thereto, which acceptance will not be unreasonably withheld, whose report shall state that such financial statements present fairly the financial position as of the end of such fiscal year and the results of operations and changes in financial position for such fiscal year.

(k) Keeping of Records and Books of Account. The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's auditors) reflecting all of its financial transactions.

(l) Compliance with Laws, Etc. The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations, and orders of any governmental authority, noncompliance with which would, singly or in the aggregate, materially adversely affect its business, properties, earnings, prospects or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(m) Indemnity. To the extent legally permissible, the Borrower will pay, and will protect, indemnify, and save the Issuer and the Administrator, each member, officer, director, employee, and agent of the Issuer and the Administrator, and each other person, if any, who has the power directly or indirectly, to direct or cause the direction of the management and policies of the Issuer, harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from the use or operation of the Project) in any manner directly or indirectly (in any case, whether or not by way of the Borrower, its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees, or otherwise of the Borrower or its successors and assigns) arising or resulting from, out of, or in connection with, the Bond, the Project, this Loan Agreement, or the breach or violation of any event, covenant, representations, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith.

To the extent legally permissible, the Borrower will pay, and will protect, indemnify and save the Bank, the Administrator, and the Issuer, their officers, directors, agents, and employees, and each person, if any, who controls the Bank, the Administrator, or the Issuer or any of its directors, officers, agents, or employees within the meaning of the Securities Exchange Act of 1934, as amended, harmless from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever nature directly or indirectly arising or resulting from, or in connection with, the breach or violation by the Borrower of any agreement, covenant, representation, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith. An indemnified person shall promptly notify the Borrower in writing of any claim or action brought against it, in respect of which indemnity may be sought against the Borrower, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Borrower will promptly assume the defense thereof, including the employment of competent counsel satisfactory to such indemnified person and the payment of all expenses.

An indemnified person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Borrower unless such employment has been specifically authorized by the Borrower

or unless such employment was occasioned by conflicts of interest between and among indemnified persons and/or the Borrower. If the Borrower shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after commencement of such action to retain counsel satisfactory to the indemnified person, the fees and expenses of counsel to such indemnified person hereunder shall be paid by the Borrower.

All amounts payable to or with respect to the Issuer under this Section shall be deemed to be fees and expenses of the Issuer for purposes of the provisions hereof dealing with the assignment of the Issuer's rights hereunder.

The provisions of this subparagraph shall survive the payment in full and termination of this Loan Agreement.

(n) Further Assurance. The Borrower shall execute and deliver to the Issuer, the Administrator, and the Bank all such documents and instruments and do all such other acts and things as may be necessary or required by the Issuer, the Administrator, and the Bank to exercise and enforce their rights under this Loan Agreement and to realize thereon, and record and file and rerecord and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the Issuer and the Bank to validate, preserve, and protect the position of the Issuer, the Administrator, and the Bank under this Loan Agreement.

(o) Information Reports. The Borrower covenants to provide the Issuer or the Administrator, on behalf of the Issuer, with all material information necessary to enable the Issuer to file all reports required under Section 149(e) of the Code, if any, to assure that interest paid by the Issuer on the Bond shall be excluded from gross income of the owner for federal income tax purposes.

(p) Tax Exempt Status of Bond. The Issuer and the Borrower understand that it is the intention hereof that the interest on the Bond not be included within the gross income of the owner thereof for federal income tax purposes. In furtherance thereof, the Borrower agrees that it will take all action within its control which is necessary in order for the interest on the Bond to remain excludable from gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes and shall refrain from taking any action which results in such interest becoming so included.

The Borrower covenants that it will record or file or cause to be recorded or filed in such manner and in such places whatever documents as may be required by law, the Bank or the Issuer to be recorded or filed in order to protect fully the security of the owner of the Bond, and, if applicable, the tax-exempt status of such Bond, including, but not limited to, the filing of all reports as may be required from time to time pursuant to the Code.

The Borrower further covenants that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Bond, with respect to the payments derived from the Bond, or with respect to the purchase of other obligations, which action or failure to act may cause the Bond to be an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code.

The Borrower will file, or cause to be filed, a Form 8038-G (or successor form) with respect to the Loan in a timely manner. The Borrower has on the date hereof executed a Borrower's Tax Certificate and hereby agrees to observe all covenants contained therein.

(q) Maintenance of Existence; Merger, Consolidation, Etc. The Borrower will maintain its corporate existence, and status as a municipal corporation, as defined in the Act, except that it may dissolve or otherwise dispose of all or substantially all of its assets and may consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it if (i) the surviving, resulting, or transferee corporation is a municipal corporation, as defined in the Act, and, if other than the Borrower, assumes in writing all of the obligations of the Borrower hereunder; and (ii) such action does not result in any

default in the performance or observance of any of the terms, covenants or agreements of the Borrower under this Loan Agreement. In addition, the Borrower will obtain (y) an opinion of Borrower's counsel that the merger or consolidation complies with this paragraph (q), and (z) a Favorable Opinion of Bond Counsel delivered to the Issuer and the Bank with respect to the merger or consolidation.

(r) Use of Proceeds. Except to the extent that the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to the failure of the Borrower to comply with any of the agreements on its part contained in the following paragraphs, the Borrower represents and agrees as follows with respect to the use of the Loan Amount; *provided, however*, that if the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to compliance with a requirement other than, different from or in addition to those set forth below, then the Borrower shall comply with such other, different or additional requirement:

(1) The Borrower will apply the Loan Amount from the Issuer solely for the financing of the Project as set forth in EXHIBIT A hereto. The Project shall be used in or in connection with the governmental purposes of the Borrower consistent with the Borrower Resolutions.

(2) None of the Loan Amount is being or will be used to refund or refinance any debt instruments, except as provided in this Loan Agreement and consistent with the terms of the Borrower Resolutions.

(3) The Borrower covenants that neither it nor any related person as contemplated by United States Treasury Regulation Section 1.148-1(b) shall, pursuant to an arrangement, formal or informal, purchase any bonds of the Issuer in an amount related to the Loan Amount delivered in connection with the transaction contemplated hereby.

(4) The Borrower will not use any of the Loan Amount in any manner that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and will take such actions as are necessary and within its power to assure that the interest on the Bond will not be subject to inclusion in the gross income of the owner thereof for federal income tax purposes by virtue of the Bond being an "arbitrage bond".

(5) (a) No more than five percent of the Loan Amount plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit.

(b) The payment of more than five percent of the principal of or the interest on the Loan Amount will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not by or to the Issuer) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit.

(c) No more than five percent of the Loan Amount and investment earnings thereon will be used, directly or indirectly, to make or finance loans to any persons.

(d) No users of the Project other than state or local governmental units will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public; and no person other than a state or local governmental unit will be users of more than five percent of the Project, in the aggregate, as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service,

incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral.

(6) The Borrower will not permit any direct or indirect guarantees of the Loan if any person obligated on such guarantee is an “insider” as defined in Section 101 of the United States Bankruptcy Code.

(7) The Borrower will apply the Loan Amount solely for the financing of or to reimburse itself for the Cost of the Project. The Borrower shall, as quickly as reasonably possible, and with due diligence, spend the Loan Amount for the cost of acquiring, constructing, improving, or financing such Project.

ARTICLE IV

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 4.01. The Loan. In order to provide funds for the purpose of financing the Cost of the Project and to pay costs in connection with the issuance of the Bond and the loan of the proceeds thereof to the Borrower, the Bank, upon the closing of the Loan, will commit to fund the Loan Commitment Amount, which shall be deposited from time to time in a Project Fund established by the Borrower, in amounts corresponding to each Drawing.

The Bank, as the purchaser of the Bond, shall make the Loan to the Borrower from time to time by disbursing amounts to the Borrower upon receipt of a requisition substantially in the form of EXHIBIT E hereto and meeting the requirements of Sections 4.04 and 4.06 hereof; *provided, however*, no disbursement shall be made if a Loan Default has occurred and is continuing under this Loan Agreement. The proceeds of the Loan shall be used strictly in accordance with Section 3.02(r).

Section 4.02. Sufficiency of Loan Amounts. None of the Issuer, the Administrator, or the Bank warrants or represents in any way that the Loan Amount will be sufficient to finance the entire Cost of the Project.

Section 4.03. Commencement of Loan Agreement Term. The Borrower’s obligations under this Loan Agreement shall commence on the date of this Loan Agreement and shall continue until the payment of the principal, interest, and fees, if any, on the Loan are fully paid.

Section 4.04. Loan Closing Submissions. At the Closing for the Loan, the Borrower will provide to the Issuer, the Administrator, and Bank the following documentation:

(a) Resolution of the Borrower and evidence satisfactory to Bond Counsel that any provisions found in Title 9, Chapter 21 of Tennessee Code Annotated, as amended, have been complied with which are necessary for the Borrower to incur indebtedness pursuant to this Loan Agreement.

(b) Resolution of the Borrower authorizing the Loan and the execution and delivery of the Loan Agreement and related documents, a copy of which is attached hereto as EXHIBIT C;

(c) An opinion of the Borrower’s Counsel addressed to the Issuer, Bond Counsel, and the Bank, a copy of which is attached hereto as EXHIBIT D;

(d) A letter from the Bank or other evidence satisfactory to the Issuer and the Administrator attached hereto as EXHIBIT F to the effect that the Bank has approved the Loan;

(e) Evidence of approval attached hereto as EXHIBIT G from the Director the Division of Local Government Finance;

(f) An opinion or opinions addressed to, and in form and substance acceptable to, the Issuer and the Bank of Bond Counsel to the effect that such financing with Loan proceeds is permitted under the Act and the Borrower Resolutions authorizing this Loan Agreement and will not cause the interest on the Bond to be included in gross income of the owner thereof for federal income tax purposes or adversely affect the validity, due authorization for or legality of the Bond;

(g) An executed Borrower's Tax Certificate attached hereto as EXHIBIT H; and,

(h) Such other certificates, documents, and information as the Issuer, the Administrator, the Bank, and Bond Counsel may require.

All opinions and certificates shall be dated the date of the Closing.

Section 4.05. Evidence of Loan. The Borrower's obligation to repay the Loan Amount together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement.

Section 4.06. Disbursement of Funds from Project Fund. The Borrower shall establish a special fund to be known as the "Town of Ashland City Sewer Treatment Plant Loan Project Fund," or such other designation as the Mayor or Town Recorder shall determine (the "Project Fund"). From the date of Closing for a maximum period of thirty-six (36) months, Loan proceeds shall be disbursed to the Borrower, from time to time, upon submission to the Bank and the Administrator of requisitions by an Authorized Officer of the Borrower substantially in the form attached hereto as EXHIBIT E demonstrating that Costs of the Project have been paid by the Borrower or are due and payable by the Borrower (each a "Drawing"). The Borrower also hereby agrees that approximately one-third of the Loan Commitment Amount shall be drawn each year. The Borrower shall also provide such other certificates, documents, and information related to the Project or the Loan as the Bank, the Administrator, or the Issuer may require.

Upon completion of the Project, the Borrower shall give notice to the Administrator and the Bank in writing stating that such Project has been completed and that no additional funds will be requested from the Project Fund.

Section 4.07. Designee of Issuer for Loan Repayments. The Borrower shall make Loan Repayments, as provided herein, in lawful money of the United States of America directly to the Bank, as the Issuer's designee for receipt of such Loan payments hereunder. Each such Loan Repayment shall be made by the Borrower by wire transfer of immediately available funds directly to the Bank, as the designee of the Issuer.

Section 4.08. Loan Repayments; Term of Loan. (a) The Loan Amount shall be repaid in installments, consisting of semiannual interest payments on the Outstanding Loan Amount. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. The outstanding principal balance of the Loan shall be due and payable on May 1, 2024.

The interest portion of the Loan Repayments shall be due semiannually on each Loan Repayment Date commencing on November 1, 2021. After the first day of the month immediately preceding the first Loan Repayment and each six months thereafter, the Bank will bill the City for the interest due during such six month period based on the Outstanding Loan Amount as of the first day of each month. The Bank will furnish the invoice to the Borrower and the Administrator at least fifteen (15) days prior to the payment date.

All Loan Repayments shall be due as set forth above unless the Loan is prepaid in whole or in part prior to its maturity.

Loan Repayments shall be applied as follows: (i) first, to pay the interest portion of Loan Repayments, and (ii) second, to pay the principal portion of the Loan Repayments.

Section 4.09. Unconditional Obligation to Pay Loan Repayments. The obligation of the Borrower to make payment of Loan Repayments or any other amounts required by this Article IV and other Sections hereof, and to perform and observe the other covenants and agreements contained herein, shall be absolute and unconditional in all events except as otherwise expressly provided in this Loan Agreement. Notwithstanding any dispute between the Borrower and the Issuer, the Bank, or any other person, the Borrower shall make all payments of Loan Repayments when due and shall not withhold any Loan Repayments pending final resolution of such dispute, nor shall the Borrower assert any right of setoff or counterclaim against its obligation to make such payments required under this Loan Agreement.

The Borrower's obligation to pay rebate liability, if any, shall survive payment of the Loan and termination of this Loan Agreement. The Issuer and the Borrower agree that the Borrower shall bear all risk of damage or destruction in whole or in part to the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of the Project, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Project or the compliance by the Borrower with any of the terms of this Loan Agreement. Notwithstanding the foregoing, this Section 4.09 shall not limit the rights of the Borrower to recover amounts owing to it, except as specifically set forth herein.

Section 4.10. Optional Prepayment. The Loan Repayments may be prepaid in whole or in part at any time during the Loan, upon notification in writing given by the Borrower to the Bank and the Administrator at least thirty (30) days prior to such prepayment, of its intent to prepay, the Borrower may prepay the Loan Repayments in whole at the price of par, plus accrued interest to the date of prepayment.

Section 4.11. Arbitrage Certification. The Borrower recognizes that the purchaser of the Bond will have accepted it on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Borrower agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the City Council of the Borrower that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The City Council further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and the Town Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the City.

ARTICLE V

SOURCE OF PAYMENT

Section 5.01. Source of Payment. The Loan shall be payable from any and all funds of the City legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the City. For the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the City has been irrevocably pledged. The Loan is a general obligation of the City, consistent with Tennessee law.

Notwithstanding the above, it is the intention of the Town that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the System, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such System and to any pledge of such revenues in favor of other obligations of the System of the City.

It is also the intention of the City that the Loan, including the outstanding principal and interest, shall be paid from the proceeds of the issuance of the USDA Bonds, to be purchased by USDA, pursuant to the Letter of Conditions, will be used in to pay the Loan in full on or before May 1, 2024.

Section 5.02. Levy of Tax. The Borrower, through its City Council to the extent necessary, shall annually levy and collect a tax upon all taxable property within the City, in addition to all other taxes authorized by law, sufficient to pay principal and interest on the Loan when due.

ARTICLE VI

LOAN DEFAULTS AND REMEDIES

Section 6.01. Loan Defaults. If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "Loan Default":

(a) failure by the Borrower to pay any payment obligation required to be paid hereunder when due, which failure shall continue a period of five Business Days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) or (c) through (f) of this Section, which failure shall continue for a period of thirty (30) calendar days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by Issuer or the Bank, unless the Issuer and the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Issuer and the Bank may not unreasonably withhold their consent to an extension of such time up to thirty (30) calendar days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower in the applicable period and diligently pursued until the Loan Default is corrected;

(c) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) calendar days after such filing and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property if such order remains in effect or such possession continues for more than thirty (30) calendar days;

(e) the Borrower shall generally fail to pay its debts as such debts become due; and,

(f) any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability of any thereof shall be contested by the Borrower or any governmental agency or authority (other than the Issuer), or if the Borrower shall deny any further liability or obligation under this Loan Agreement.

Section 6.02. Notice of Default. The Borrower shall give the Bank, the Administrator, and the Issuer prompt telephonic notice of the occurrence of any event referred to in Section 6.01 (d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or a Loan Default at such time as any Authorized Officer of the Borrower becomes aware of the existence thereof.

Section 6.03. Remedies on Default. Whenever a Loan Default referred to in Section 6.01 shall have happened and be continuing, the Bank shall have the right to take any action permitted or required pursuant to this Loan Agreement and the Bond Purchase Agreement and to take one or more of the following remedial steps:

(a) declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and,

(b) take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

In addition, if a Loan Default referred to in Section 6.01(d) or (e) shall have occurred, the Issuer shall, with notice to the Administrator and with the consent of the Bank, declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

Section 6.04. Attorney's Fees and Other Expenses. The Borrower shall on demand pay to the Issuer, the Administrator, or the Bank the reasonable fees and expenses of attorneys and other reasonable expenses including, without limitation, the reasonably allocated costs of in-house counsel and legal staff incurred by any of them in collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon a Loan Default.

Section 6.05. Applications of Moneys. Any moneys collected by the Issuer, the Administrator, or the Bank pursuant to Section 6.03 hereof shall be applied in the same manner as Loan Repayments are applied pursuant to Section 4.08 hereof. Any moneys remaining shall be paid as owed, first to the Bank and then credited to Loan Repayments of the Borrower.

Section 6.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Issuer or the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Loan Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article VI.

Section 6.07. Retention of the Issuer's Rights. Notwithstanding any assignment or transfer of this Loan Agreement, or part thereof, pursuant to the provisions hereof or anything else to the contrary contained herein, the Issuer shall have the right upon the occurrence of a Loan Default to take any action, including, without limitation, bringing an action against the Borrower at law or in equity, as the Issuer may, in its discretion, deem necessary to enforce the obligations of the Borrower to the Issuer pursuant to Section 6.04 hereof.

ARTICLE VII

TITLE TO PROJECT

Title to the Project will initially be in the Borrower. Provided the Borrower shall obtain a Favorable Opinion of Bond Counsel, the Borrower shall have the right to convey the Project to any other persons, subject to the limitations, if any, contained in other provisions of this Loan Agreement and the Borrower's Tax Certificate. Upon, and as a condition to, any such conveyance not permitted hereby, the Borrower shall prepay the Outstanding Loan Amount immediately upon demand of the Issuer or the Bank.

ARTICLE VIII

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; INDEMNIFICATION

Section 8.01. Disclaimer of Warranties. Neither the Issuer, the Administrator, nor the Bank makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness of the use of the Project or any portion thereof or any warranty with respect thereto. In no event shall the Issuer or the Bank be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Loan Agreement or the existence, furnishing, functioning or the Borrower's use of the Project or any item or products or services provided in this Loan Agreement.

Section 8.02. Warranties. The Borrower's sole remedy for the breach of any warranty, right of indemnification or representation relating to the Project or any part thereof shall be against the vendors or manufacturers of the Project and not against the Issuer or the Bank nor shall such matter have any effect whatsoever on the rights and obligations of the Borrower or the Issuer with respect to this Loan Agreement. The Borrower expressly acknowledges that neither the Issuer nor the Bank makes, or has made, any representation or warranty whatsoever as to the existence or availability of any such warranties of such vendors or manufacturers.

Section 8.03. Indemnity and Hold Harmless Provisions. To the extent legally permissible, the Borrower hereby releases the Issuer, the Administrator, and the Bank and their respective members, agents, employees, attorneys, and consultants from, agrees that the Issuer, the Administrator, and the Bank and their respective members, agents, employees, attorneys, and consultants shall not be liable for, and agrees to reimburse and indemnify and hold the Issuer, the Administrator, and the Bank, and their respective members, agents, employees, attorneys, and consultants harmless from and against, any and all: (1) liability for loss to the Project (or any injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to Project or arising by reason of or in connection with the acquisition, installation, maintenance, checkout, or use of or failure to use the Project); (2) liability arising from, or expense incurred by the Issuer and the Bank by reason of, the Loan or this Loan Agreement and all causes of action and attorneys' fees and any other expense incurred in defending any suits or actions which may arise as a result of any of the foregoing; and, (3) all costs and expenses of the Issuer and the Bank and their respective officers, directors, employees, agents, and attorneys incurred as a result of carrying out their obligations under this Loan Agreement; provided, however, the provisions of this Section 8.03 shall survive the termination of this Loan Agreement.

Section 8.04. Reimbursement of Issuer, Administrator, and Bank. Notwithstanding that it is the intention of the parties hereto, other than herein expressly provided, that the Issuer, the Administrator, or the Bank shall not incur any pecuniary liability by reason of this Loan Agreement or the Loan, or by reason of any actions, documents, statutes, ordinances, or regulations pertaining to the foregoing, the Borrower hereby agrees to promptly pay any and all costs and expenses (including attorneys' fees), as such costs and expenses accrue, which may be incurred by, or judgments which may be rendered against, the Issuer, the Administrator, or the Bank or any of their respective officers, employees, or agents, at any time or times during, or subsequent to, the term of the Loan: (1) in enforcing any of the terms, covenants, conditions, or provisions of this Loan Agreement

or any other document herein contemplated; (2) in taking any action as a result of the occurrence of any Loan Default; or, (3) in defending any action, suit, or proceeding brought against the Issuer or the Bank or any of their respective officers, employees or agents, as a result of the violation by the Borrower of, or failure by the Borrower to comply with, any present or future federal, State or municipal law, ordinance, regulation, or order, or as a result of any alleged failure, neglect, misfeasance, malfeasance or default on the part of the Borrower, or any of the employees, servants, agents, or independent contractors of the Borrower in connection with, arising from, or growing out of, this Loan Agreement or the Loan or the Project, or any activities conducted with, or any use of or failure to use, the Project, or any action pertaining to, or connected with, any of the foregoing.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by certified mail, postage prepaid, to the Issuer, the Bank, the Administrator, and the Borrower at the following addresses:

- (a) Issuer:
The Public Building Authority of the City of Clarksville, Tennessee
c/o Runyon & Runyon
301 Main Street
Clarksville, Tennessee 37040

With a copy to:
Tennessee Municipal Bond Fund
226 Anne Dallas Dudley Boulevard, Suite 502
Nashville, Tennessee 37219
Attention: President/CEO

- (b) Administrator:
Tennessee Municipal Bond Fund
226 Anne Dallas Dudley Boulevard, Suite 502
Nashville, Tennessee 37219
Attention: President/CEO

- (c) Bank:
Security Bank and Trust Company
210 W. Washington Street
Paris, Tennessee 38242
Attention: Brian Kissell

- (d) Borrower:
Town of Ashland City, Tennessee
233 Tennessee Waltz Parkway
P. O. Box 36
Ashland City, Tennessee 37015
Attention: Town Recorder

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificate or other communications shall be sent, by notice in writing given to the others.

Section 9.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Administrator, the Bank, and the Borrower and their respective successors and assigns.

Section 9.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 9.04. Amendments, Changes and Modifications. In order to induce the Bank to purchase the Bond, the Issuer and the Borrower hereby agree that they will not, without the prior written approval of the Bank, enter into any amendment, change, or modification of this Loan Agreement.

Section 9.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.07. Consent and Approvals. Whenever the written consent or approval of the Issuer shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Issuer unless otherwise provided by law or by rules, regulations or resolutions of the Issuer or unless expressly delegated to the Bank.

Section 9.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 9.09. Benefits of Loan Agreement. This Loan Agreement is executed, among other reasons, to induce the purchase of the Bond by the Bank pursuant to the Bond Purchase Agreement. Accordingly, all covenants, representations, and agreements of the Borrower herein contained are hereby declared to be for the benefit of the Issuer, the Administrator, and the Bank. The Borrower covenants and agrees to comply with, and to enable the Issuer to comply with, all covenants and requirements contained in the Bond Purchase Agreement and the Issuer's Tax Certificate.

Section 9.10. Refunding Bonds. In the event the Bond is refunded, all references in this Loan Agreement to the Bond shall be deemed to refer to the refunding bonds.

Section 9.11. Further Assurances. The Borrower shall, at the request of the Bank, the Administrator, or the Issuer, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

IN WITNESS WHEREOF, the Issuer, the Borrower, and the Bank have caused this Loan Agreement to be executed and delivered, as of the execution date set forth on EXHIBIT A hereto.

THE PUBLIC BUILDING AUTHORITY OF THE
CITY OF CLARKSVILLE, TENNESSEE

By: _____
Chairman

ATTEST:

By: _____
Secretary

TOWN OF ASHLAND CITY TENNESSEE

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

SECURITY BANK AND TRUST COMPANY
Paris, Tennessee

By: _____
Senior Vice President

Acknowledged by:

TENNESSEE MUNICIPAL BOND FUND

By: _____
President

Exhibit A

Description of the Loan

(1) Execution Date of this Loan Agreement: May __, 2021

(2) Name and Address of Borrower:

Town of Ashland City, Tennessee
233 Tennessee Waltz Parkway
P. O. Box 36
Ashland City, Tennessee 37015
Attention: Mayor
Telephone: 615-792-4211
Email: sallen@ashlandcitytn.gov

Billing Contact:

Town of Ashland City, Tennessee
233 Tennessee Waltz Parkway
P. O. Box 36
Ashland City, Tennessee 37015
Attention: Town Recorder
Telephone: 615-792-4211
Email: kreed@ashlandcitytn.gov

(3) Loan Amount: \$16,599,000

(4) Estimated Completion Date: May 1, 2024

(5) Loan Term: 3 years

(6) Description of the Project:

Interim financing for water treatment plant construction

Exhibit B
Repayment Exhibit

DRAFT

Exhibit C

Copy of Borrower Loan Resolution

DRAFT

Exhibit D

Copy of Opinion of Counsel to the Borrower

DRAFT

Exhibit E

Form of Request for Disbursement

\$16,599,000

**The Public Building Authority of the City of Clarksville, Tennessee
Local Government Loan Program Bond, Series 2021
(Town of Ashland City Sewer Treatment Plant Loan)**

Request No. _____

The undersigned, duly Authorized Officers of the **Town of Ashland City, Tennessee** (the "Borrower"), submit this Request for Disbursement and certify as set forth below on behalf of the Borrower, pursuant to Section 4.06 of that certain Loan Agreement, by and among The Public Building Authority of the City of Clarksville, Tennessee, Security Bank and Trust Company, Paris, Tennessee (the "Bank"), and the Borrower, dated as of **May __, 2021**, in the amount of **\$16,599,000** (the "Loan Agreement"), such loan being made from the proceeds of that certain **Local Government Loan Program Bond, Series 2021 (Town of Ashland City Sewer Treatment Plant Loan)**, as follows:

1. \$_____ has been paid by the Borrower or is due and owing with respect to the Project. The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due all of which are listed on the attached Schedule, which amounts total the amount requested herein.
2. This request has not been the subject of a previous Request for Disbursement.
3. The subject of this request is a proper Cost of the Project, as described in the Loan Agreement.
4. The amount requested should be wired to:
Bank: _____
Account Number: _____
Account Name: _____
ABA Number: _____

We understand that this Request for Disbursement must be emailed or faxed to the undersigned by the 25th day of the month, followed by mail, in order to receive such disbursement on the first day of the following month. We also understand that we must call 731-886-5708 or 615-255-1561 to confirm receipt of such email or fax, unless receipt of such request is acknowledged by email

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed the corporate seal of the Borrower, this _____ day of _____, 2021.

TOWN OF ASHLAND CITY, TENNESSEE

By: _____
Mayor

Attest:

By: _____
Town Recorder

This Request for Disbursement should be submitted to:

Security Bank and Trust Company
210 W. Washington Street
Paris, Tennessee 38242
Attention: Brian Kissell
Phone Number: 731-886-5708
Fax Number: 731-885-1027
Email: bkissell@securitybanktn.com

and

Tennessee Municipal Bond Fund
226 Anne Dallas Dudley Boulevard, Suite 502
Nashville, Tennessee 37219
Attention: Wade Morrell
Phone Number: 615-255-1561
Fax Number: 615-255-7428
Email: wmorrell@tmbf.net

SCHEDULE TO REQUEST FOR DISBURSEMENT

The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due each are listed as follows (Copies of invoices will be provided upon request of the Administrator):

Person, Firm or Corporation to whom payment is Due:	Amount Paid or Due:	Description of services performed or materials provided:
--	---------------------	--

DRAFT

Exhibit F
Approval of Bank

DRAFT

Exhibit G

Approval of Director of the Division of Local Government Finance

DRAFT

Exhibit H

Borrower's Tax Certificate

DRAFT

BORROWER'S TAX CERTIFICATE

The undersigned, being the duly elected and qualified Mayor of Town of Ashland City, Tennessee (the "Borrower"), hereby certifies with respect to the Borrower's obligations evidenced by that certain Loan Agreement (the "Loan Agreement"), by and among the Borrower, The Public Building Authority of the City of Clarksville, Tennessee (the "Issuer"), and Security Bank and Trust Company, Paris, Tennessee (the "Bank"), dated the date hereof, in the original principal amount of \$16,599,000 (the "Loan"), as follows:

A. General.

1. I, along with other officers of the Borrower, am charged with the responsibility for issuing the Loan.

2. This certificate is made pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), and Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(g)-1, 1.150-1, and 1.150-2 (the "Regulations").

3. This certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Loan to the Issuer and deposit of amounts to a Project Fund for the Borrower; and, on the basis of such facts and estimates, the Borrower expects that the future events described herein will occur. To the best of the knowledge and belief of the undersigned, the expectations set forth herein are reasonable.

4. A capitalized term used and not otherwise defined herein has the meaning ascribed to such term in the Loan Agreement.

B. Purpose and Size.

1. The Loan is being issued pursuant to the Loan Agreement to provide interim financing for the construction of a sewer treatment plant for the Town, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City, as more fully described in the Loan Agreement (the "Project"), and to pay costs of issuance and administration of the Issuer's obligations issued to finance the Loan. The amounts received from sale of the Loan, when added to amounts expected to be received from the investment of such proceeds, do not exceed the amounts which will be required to pay the costs of the Project and the costs of issuing and administering the Issuer's obligations issued to finance the Loan.

2. The Project will be owned by the Borrower and the Borrower has not contracted in any manner with any company, firm or other person or entity to operate or maintain the Project or any part thereof, for and on behalf of the Borrower. The Borrower does not expect to enter into any contract for the operation, maintenance, or management of the Project or any part thereof.

3. There is not, and as of the date hereof the Borrower does not anticipate entering into, any lease, contract or other understanding or arrangement, such as a take-or-pay contract or output contract, with any person other than a state or local governmental unit, pursuant to which the Borrower expects that proceeds of the Loan, or the Project financed therewith or any part thereof, will be used in the trade or business of such person (including all activities of such persons who are not individuals).

4. The term of the Loan is not longer than is reasonably necessary for the governmental purposes of this Loan. The average maturity of the Loan is not more than 120% of the reasonably expected useful life of the assets financed by the Loan.

5. No receipts from the sale of the Loan or amounts received from the investment thereof will be used to pay the principal of or interest on any issue of obligations of the Borrower other than the Loan.

6. No other obligations of the Borrower payable from the same source of funds were sold or delivered within 15 days before or after the date hereof.

C. Temporary Periods and Time for Expenditures.

1. The Borrower has previously entered or, within six months from the date hereof, will enter into binding obligations for the acquisition and construction of the Project which require the Borrower to expend at least 5% of the net sale proceeds of the Loan for the Project.

2. The Borrower will pursue the Project with due diligence until completed.

3. The Borrower expects that, after paying costs of issuing the Loan, all remaining proceeds of the Loan, including all income from the investment of proceeds of the sale of the Loan, will be expended to pay costs of the Project within three years after the date hereof.

D. Payment of Loan and Rebate.

1. There shall be levied and collected in the same manner as other ad valorem taxes on all taxable property within the City, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Borrower under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Borrower have been irrevocably pledged.

2. Except as described herein, no funds of the Borrower have been pledged to payment of the principal of or interest on the Loan or otherwise restricted so as to give reasonable assurance of the availability of such funds for such purpose.

3. The Borrower has covenanted in the Loan Agreement that it will account separately for the proceeds of the Loan, that it will calculate the earnings on all nonpurpose investments, as such term is defined in the Regulations (the "Nonpurpose Investments"), allocated to proceeds of the Loan, and that it will make payments to the United States Treasury of any "rebtable arbitrage" as a result of such investments at least every five years and at the maturity of the Loan, together with any reports as the Secretary of the Treasury shall prescribe, as may be required by Section 148(f) of the Code.

E. No Artifice or Device.

1. In connection with the issuance of the Loan, the Borrower has not
 - (a) employed any abusive arbitrage device, or
 - (b) over-burdened the market for tax-exempt obligations.

F. Loan Not Hedge Bonds.

1. The Borrower expects to expend within three years from the date hereof, in addition to the costs of issuance of the Loan, an amount of proceeds of the Loan equal to not less than 85% of the net sale proceeds of the Loan.
2. No proceeds of the Loan have been invested in investments which have a substantially guaranteed yield for four years or more.

G. Reimbursement Obligations and Reimbursement Allocation.

1. None of the proceeds of the Loan or investment earnings thereon will be used to reimburse the Borrower for any costs of the Project.

Dated this _____ day of May, 2021

TOWN OF ASHLAND CITY, TENNESSEE

By: _____
MAYOR

RESOLUTION 2021-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE FEMA FIREFIGHTER VEHICLE AND FIRE PREVENTION AND SAFETY GRANT

WHEREAS Federal Emergency Management Agency will fund assistance to firefighter grants (AFG); and

WHEREAS the first grant will be used to purchase a brush truck with the grant application totaling \$500,000 will require approximately a 5% match in the amount of \$23,809.52 from the applicant; and

WHEREAS, the second grant will be used to purchase fire alarms for the fire alarm program and for codes and fire investigations. This grant application totaling \$215,323 will require approximately a 5% match in the amount of \$10,253.48 from the applicant; and

WHEREAS, the Mayor and City Council would like to apply for these grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE the following:

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for both “*Assistance to Firefighter Grants*” reimbursement grant through FEMA.

SECTION 2: That the Town of Ashland City further authorizes the Fire Department to apply for and manage this grant.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of April, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

RESOLUTION NO. 2021-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE
AUTHORIZING APPLICATION FOR THE STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE GRANTS**

WHEREAS, the Staffing for Adequate Fire and Emergency Response Grant will assist with hiring as well as recruitment and retention for a period of four (4) years; and

WHEREAS, The Town of Ashland City acknowledges the recruitment and retention grant is a 75% grant which will be in the amount of \$530,000 and will require a 25% match totaling \$132,500 per year; and

WHEREAS, The Town of Ashland City acknowledges the hiring grant is in the amount of \$486,000; and

WHEREAS, the Mayor and City Council wish to apply for these grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE the following:

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for both *“Assistance to Firefighter Grants”* reimbursement grant through FEMA.

SECTION 2: That the Town of Ashland City further authorizes the Fire Department to apply for and manage this grant.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of April, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

ORDINANCE #

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT FOR THE 20/21 FISCAL YEAR**

WHEREAS, the Mayor and Council appropriate \$86,000 in the General Fund; \$45,000 in the Fire Department Salaries and Benefits line items for staffing during COVID, which has been reimbursed by the CARES Act Grant, and \$41,000 for the fire truck payments for the USDA loan.

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Fire Department	\$7,761,915.00	\$7,847,915.00

1st reading 4-13-2021

Public Hearing _____

2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Police Department

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: Body Armor

Description: 30 Bullet proof vest

Serial Number: N/A

Age: over 5 years Asset Number: _____

Estimated Remaining Useful Life (Years): 0

Purchase Price: ? Current Estimated Value: 300⁰⁰

Reason for making the nomination: expired

Signature: [Handwritten Signature] Date: 3-19-21

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Plw

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: towmotor brand Forklift, Propane 1965

Description: yellow
Model: 422S

Serial Number: 85K632

Age: 56 Asset Number: _____

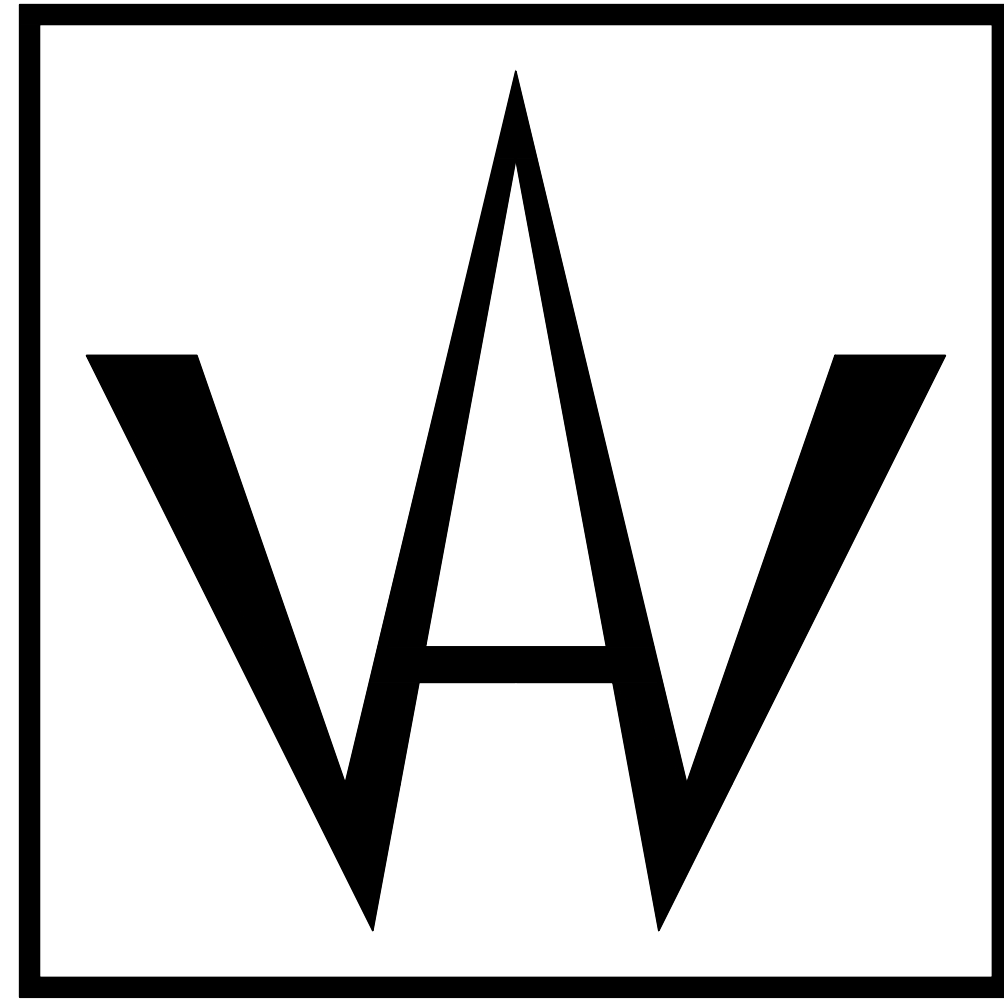
Estimated Remaining Useful Life (Years): 0

Purchase Price: _____ Current Estimated Value: \$1,000.00

Reason for making the nomination: Doesn't run

Signature: Clint Buzg

Date: 4/1/2021



ARCHITECTURE
DESIGN
COMMERCIAL
RESIDENTIAL

Joshua A. Wright Architect

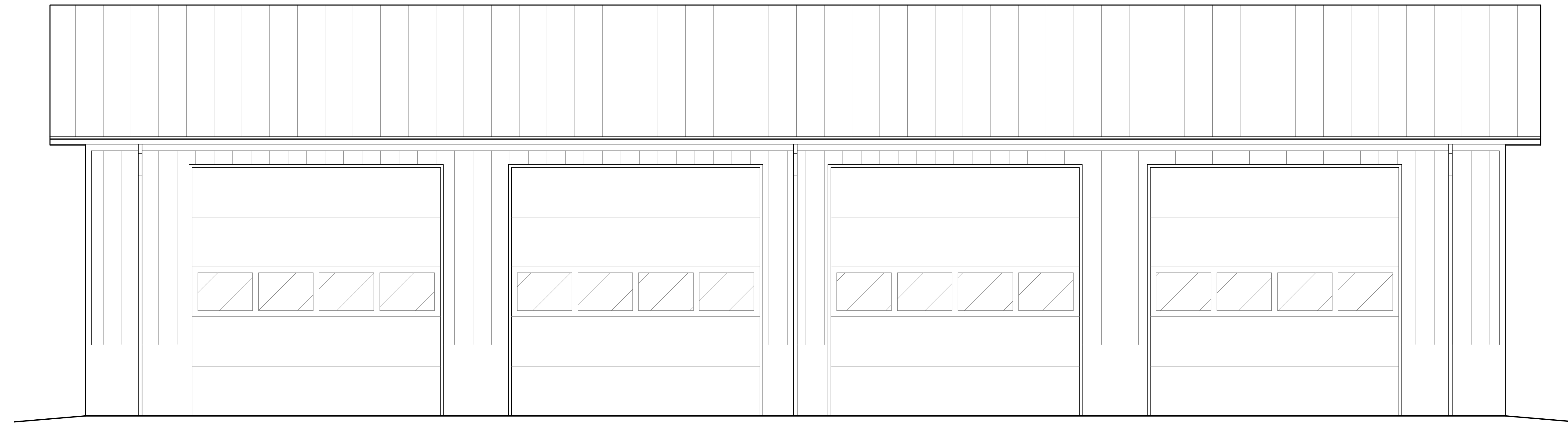
8061 Highway 41A
Cedar Hill, Tennessee 37032

Cheatham County

p: 931-539-1941

e: josh@jawarc.com

w: jawarc.com



A NEW STORAGE BUILDING FOR THE TOWN OF ASHLAND CITY FIRE DEPARTMENT ASHLAND CITY, TENNESSEE

ABBREVIATIONS

AL	ALUMINUM	CONC	CONCRETE	ENT	ENTRANCE	INSUL	INSULATION	NOM	NOMINAL	S	SUPPLY	TYP	TYPICAL
ARCH	ARCHITECTURAL	CONF	CONTINUOUS	EST	ESTIMATE	INT	INTERIOR	NR	NOT REQUIRED	S & V	STAIN AND VARNISH	UR	URNAL
AVG	AVERAGE	CPT	CARPET	FIN	FINISH	IRC	INTERNATIONAL RESIDENTI	NTS	NOT TO SCALE	SAT	SUSPENDED ACOUSTICAL C	V	VINYL
BL	BLOCK	CORR	CORRIDOR	FO	FINISH OPENING	LAV	LAVATORY	OC	ON CENTER	SC	SOLID CORE	VERT	VERTICAL
BP	BEARING PLATE	CW	COLD WATER	GA	GAUGE	LINO	LINOLEUM	OD	OUTSIDE DIMENSION	SCHED	SCHEDULE	VEST	VESTIBULE
BR	BRICK	DET	DETAIL	GALV	GALVANIZED	MAR	MARBLE	PNT	PAINT	SEC	SECTION	VT	VINYL TILE
CPT	CARPET	DF	DRINKING FOUNTAIN	GL	GLASS	MAX	MAXIMUM	PLW	PLYWOOD	SHT	SHEET	WC	WATER CLOSET
CBL	CONCRETE BLOCK	DIA	DIAMETER	GALVL	GALVALUME	MET	METAL	POL	POLISHED	SPECS	SPECIFICATIONS	WD	WOOD
CEM	CEMENT	DM	DIMENSION	HC	HOLLOW CORE	MIN	MINIMUM	PROJ	PROJECT	SQ FT	SQUARE FEET	WDW	WINDOW
CT	CERAMIC TILE	DN	DOWN	HM	HOLLOW METAL	MO	MASONRY OPENING	QT	QUARRY TILE	SRWY	STAIRWAY	WP	WATER PROOF
CFM	CUBIC FEET PER MINUTE	DS	DOWNSPOUT	HOR	HORIZONTAL	MULL	MULLION	R	RISER	ST	STEEL		
CI	CAST IRON	DW	DISHWASHER	HT	HEIGHT	NA	NOT APPLICABLE	RNG	RANGE	STOR	STORAGE		
CL	CENTER LINE	EA	EACH	HW	HOT WATER	NAT	NATURAL	REF	REFRIGERATOR	STRUC	STRUCTURAL		
CLG	CEILING	EFS	EXTERIOR INSULATED FIN	HWD	HARD WOOD	NPC	NOT PART OF CONTRACT	REV	REVISION	SUSP	SUSPENDED		
CLO	CLOSER	ELEV	ELEVATION	ID	INSIDE DIMENSION	NO	NUMBER	RO	ROUGH OPENING	T	TREAD		

GENERAL NOTE

IF THE ARCHITECT OF RECORD HAS LIMITED INVOLVEMENT DURING THE CONSTRUCTION ADMINISTRATION PHASE, HE IS NOT RESPONSIBLE FOR INTERPRETING THE INTENT OF THE CONSTRUCTION DOCUMENTS, INCLUDING MAKING MODIFICATIONS AS MAY BE NECESSARY DURING THE CONSTRUCTION PHASE; AND THE ARCHITECT OF RECORD IS NO LONGER LIABLE FOR THE WORK WHERE CHANGES TO THESE DOCUMENTS HAVE BEEN MADE.

GENERAL CODE DATA

APPLICABLE CODES
NATIONAL FRAME BUILDING ASSOCIATION POST-FRAME DESIGN MANUAL SECOND EDITION

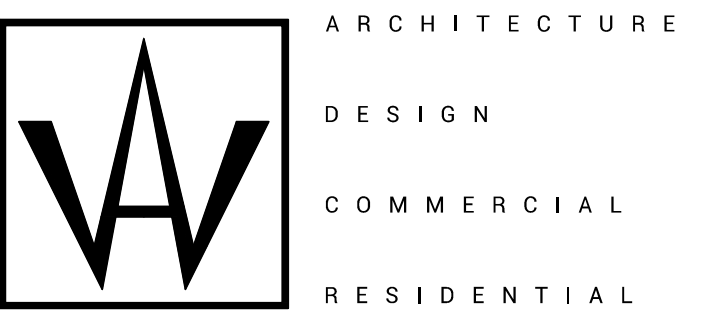
AREA

MAIN FLOOR	3,200 SQUARE FEET
BUILDING HEIGHT	23'-2"

DRAWING SYMBOLS

	COLUMN INDICATOR		SITE PLAN NOTE REFERENCE
	DOOR INDICATOR		INTERIOR ELEVATION INDICATOR
	WINDOW INDICATOR		ELEVATION LEVEL INDICATOR
	DETAIL REFERENCE		EXTERIOR ELEVATION
	SECTION LINE		ENLARGED DETAIL OF AREA
	KEYNOTE		PARTITION INDICATOR
	NORTH ARROW		

VICINITY MAP



ARCHITECTURE
DESIGN
COMMERCIAL
RESIDENTIAL
Joshua A. Wright Architect
8061 Highway 41A
Cedar Hill, Tennessee 37032
p: 931-217-0479
o: 931-539-1941
e: josh@jawarc.com
w: jawarc.com

PROJECT:
A NEW STORAGE BUILDING
FOR
THE ASHLAND CITY FIRE DEPARTMENT

ASHLAND CITY, TENNESSEE 37015

SHEET DESCRIPTION:
TITLE SHEET

CONSULTANT:

DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:
DRAWN BY:
PROJECT NUMBER: 2021 - 12

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T1



ARCHITECTURE
DESIGN
COMMERCIAL
RESIDENTIAL

Joshua A. Wright Architect
8061 Highway 41A
Cedar Hill, Tennessee 37032
P: 931-217-0479
O: 931-539-1941
E: josh@jawaac.com
W: jawaac.com

PROJECT:
A NEW STORAGE BUILDING
FOR
THE ASHLAND CITY FIRE DEPARTMENT

ASHLAND CITY, TENNESSEE 37015

SHEET DESCRIPTION:
SCHEMATIC FOUNDATION PLAN

CONSULTANT:

DATE:

REVISION DATE:

REVISION DATE:

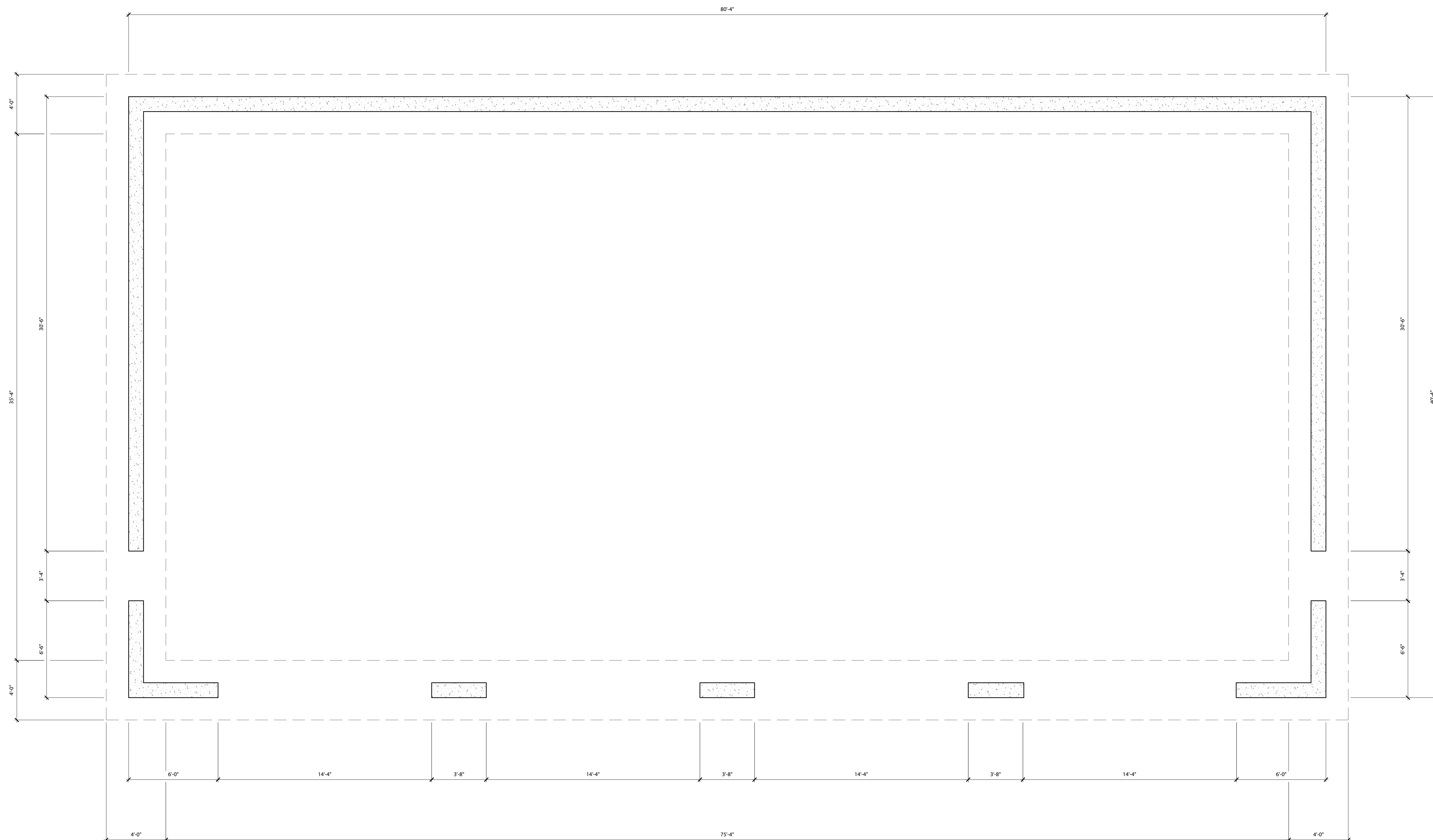
REVISION DATE:

DRAWN BY:

PROJECT NUMBER: 2021 - 12

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A2.0



1 SCHEMATIC FOUNDATION PLAN
A2.0 SCALE: 3/8" = 1'-0"

PROJECT:
A NEW STORAGE BUILDING
FOR
THE ASHLAND CITY FIRE DEPARTMENT
ASHLAND CITY, TENNESSEE 37015

SHEET DESCRIPTION:
CONTROL JOINT PLAN

CONSULTANT:

DATE:

REVISION DATE:

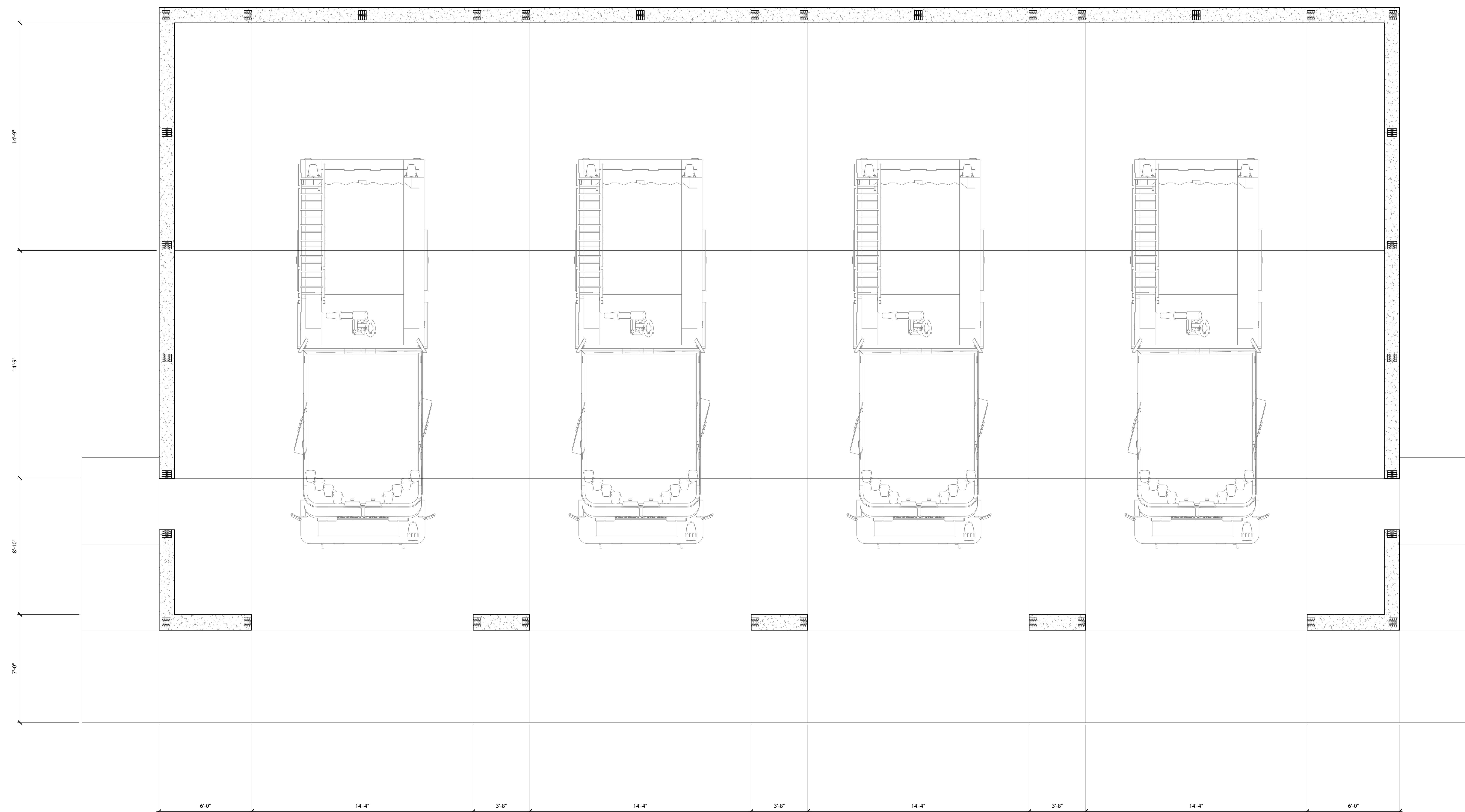
REVISION DATE:

REVISION DATE:

DRAWN BY:

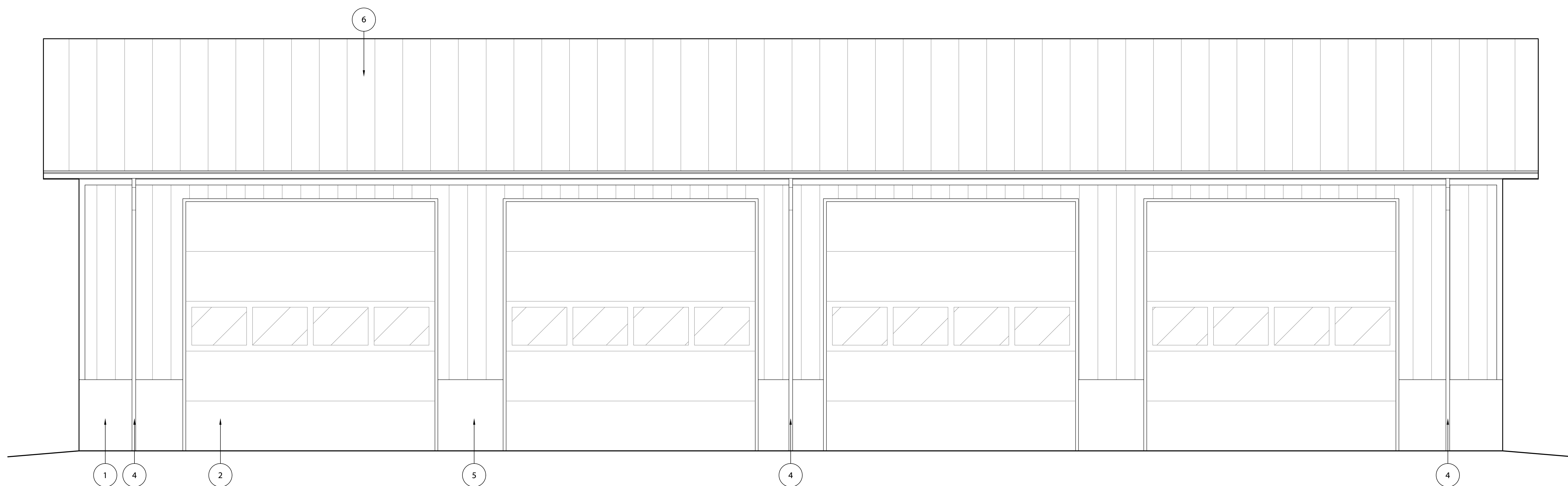
PROJECT NUMBER: 2021 - 12

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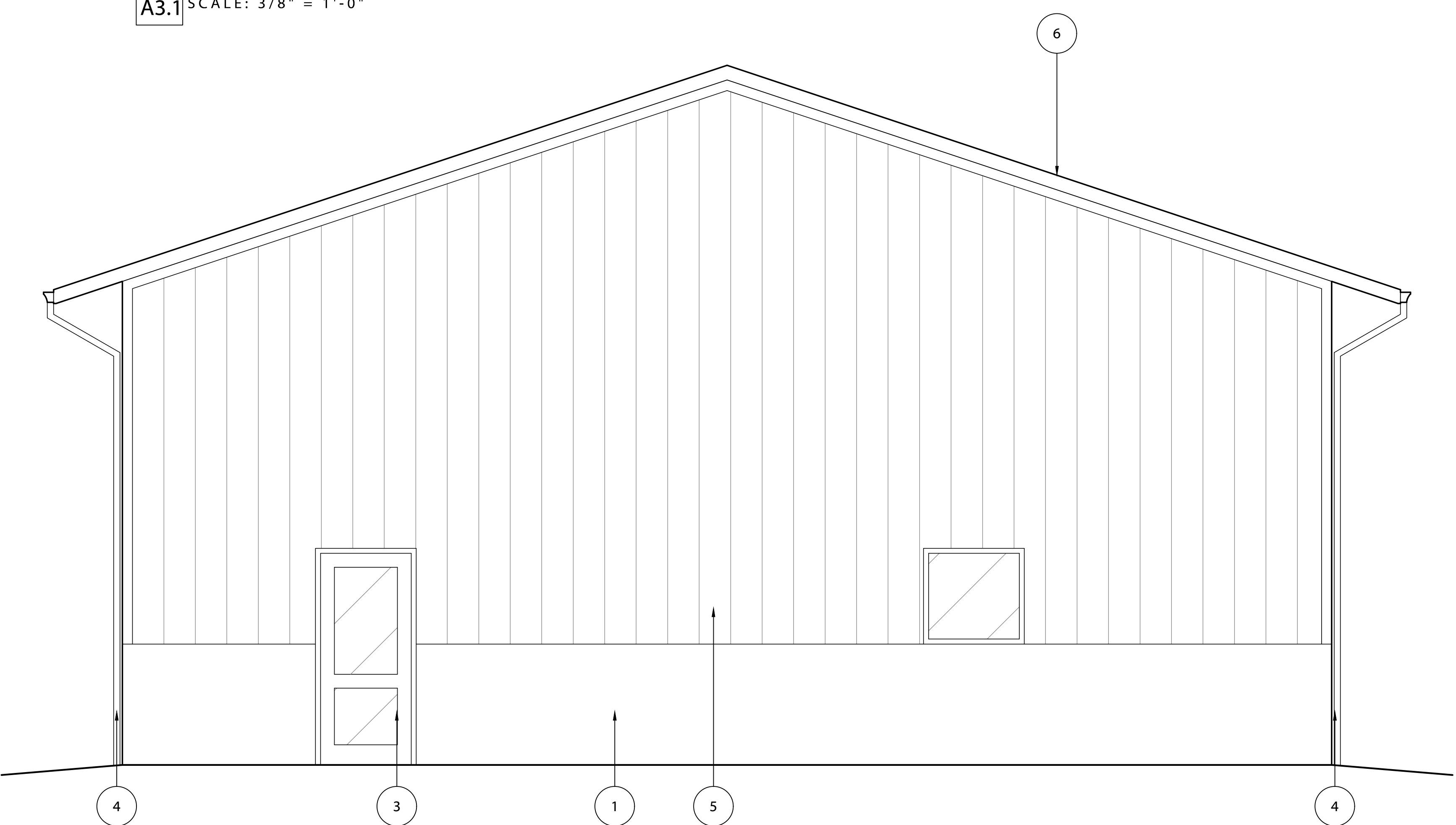


1 CONTROL JOINT PLAN
A2.2 SCALE: 3/8" = 1'-0"

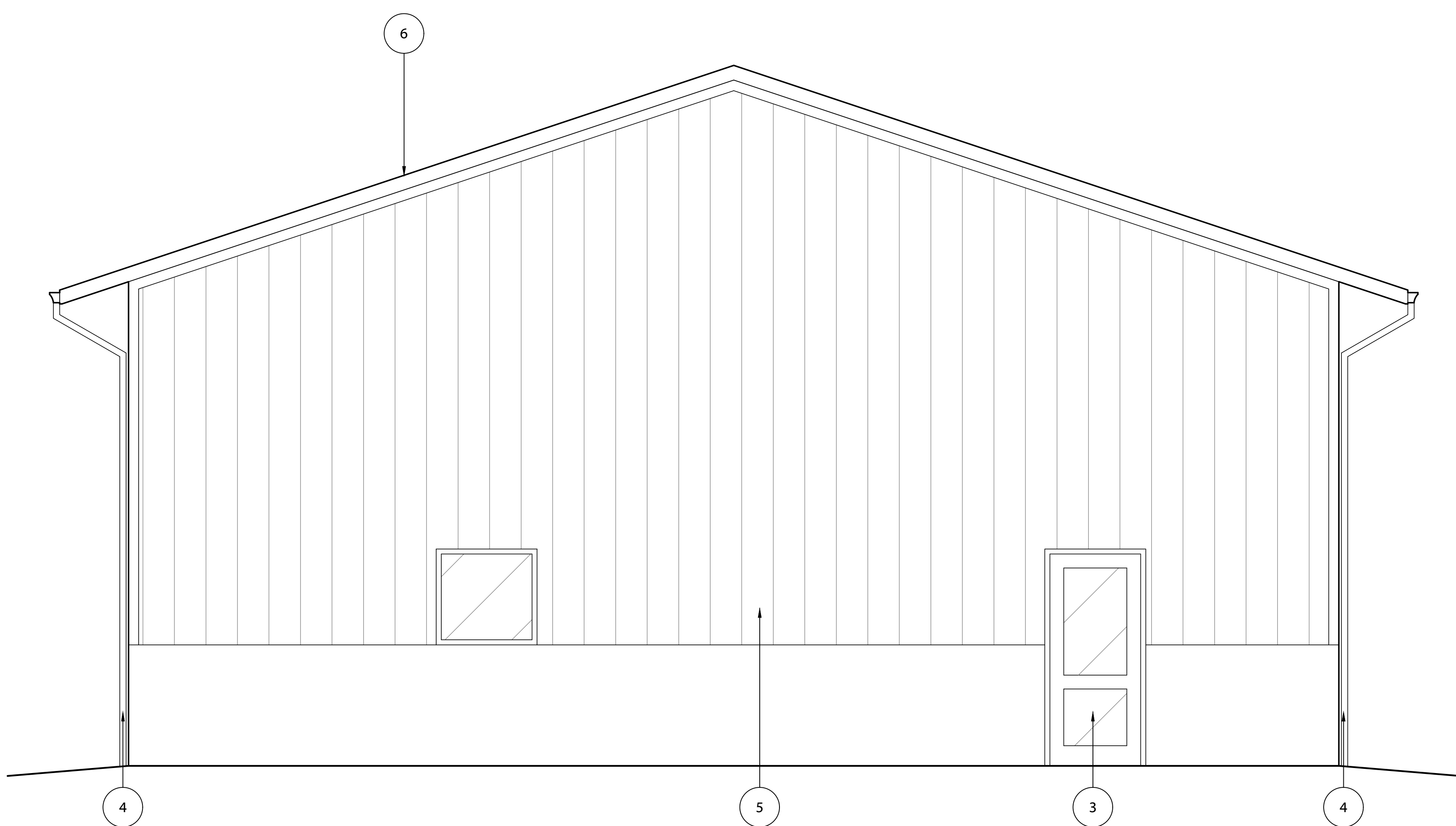
A2.2



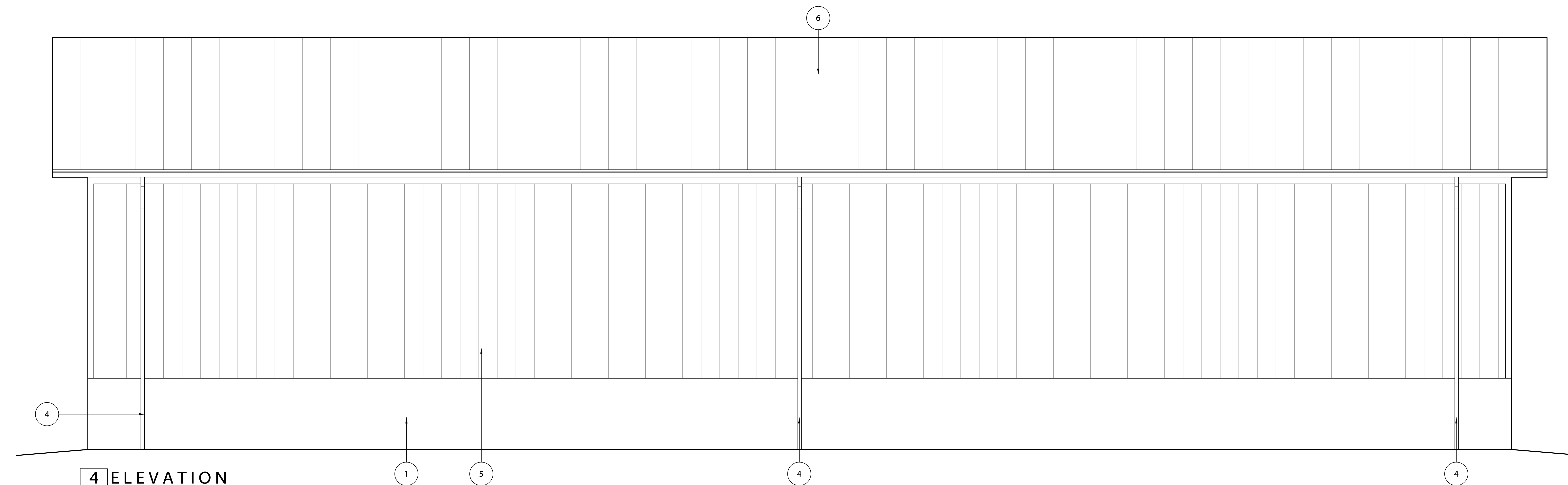
1 ELEVATION
A3.1 SCALE: 3/8" = 1'-0"



2 ELEVATION
A3.1 SCALE: 3/8" = 1'-0"



3 ELEVATION
A3.1 SCALE: 3/8" = 1'-0"



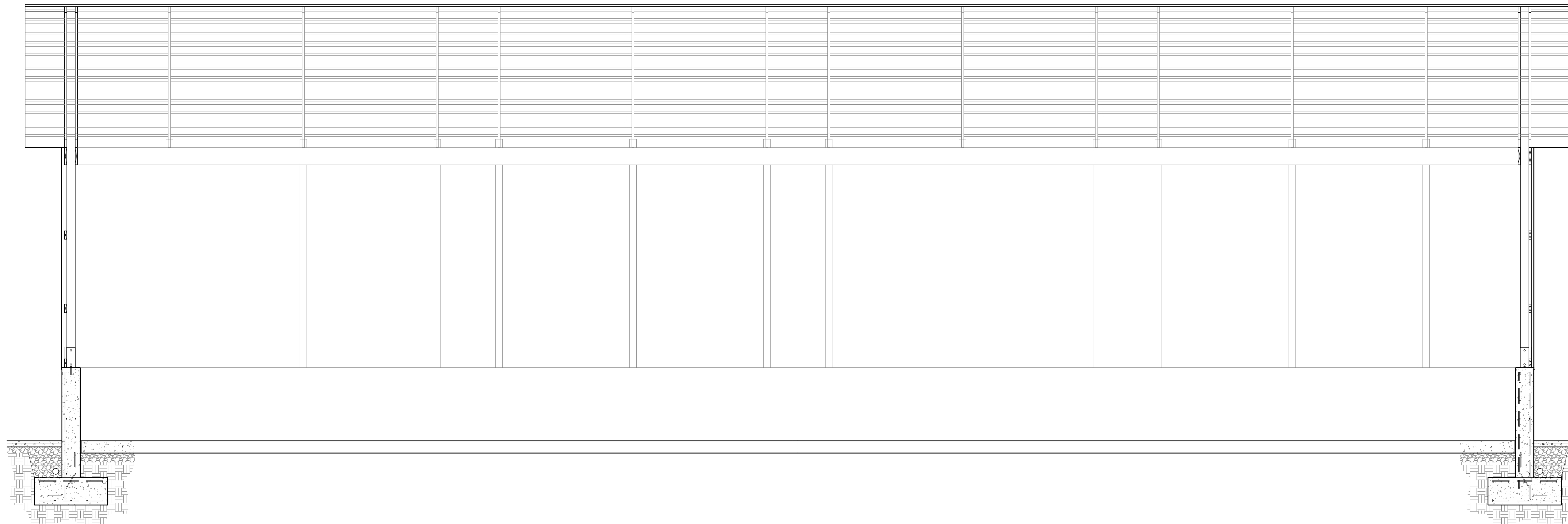
4 ELEVATION
A3.1 SCALE: 3/8" = 1'-0"

GENERAL NOTES

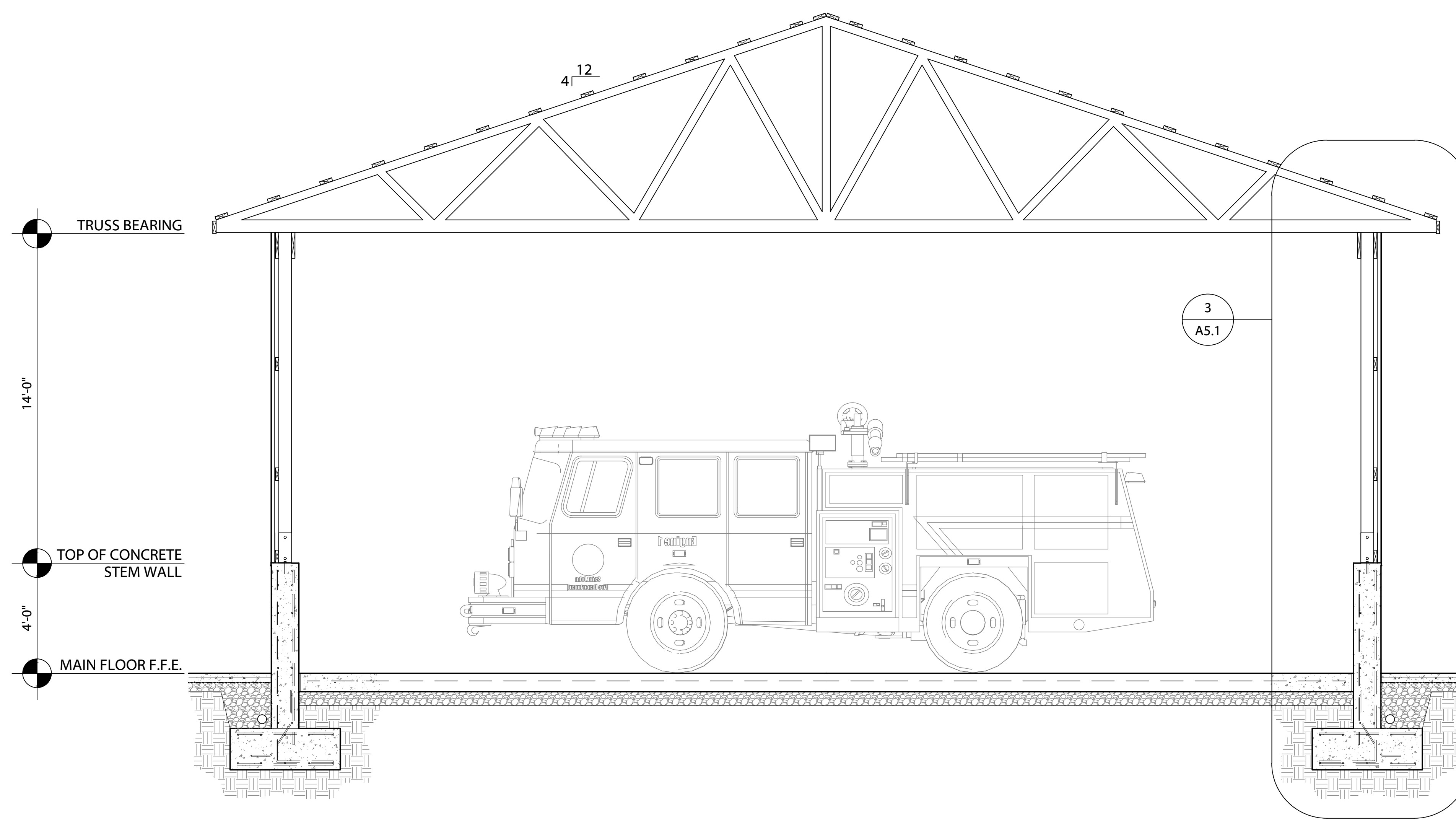
- APPROVED ADDRESS NUMBERS OR LETTERS, EACH CHARACTER SHALL BE A MINIMUM 6 INCHES (152 MM) IN HEIGHT AND MINIMUM STROKE OF 0.5 INCH (12.7 MM) WIDE. THEY SHALL BE INSTALLED ON A CONTRASTING BACKGROUND AND SHALL BE PROVIDED IN SUCH A POSITION AS TO BE CLEARLY VISIBLE AND LEGIBLE FROM THE STREET OR ROADWAY FRONTING THE PROPERTY, WHERE ACCESS IS BY MEANS OF A PRIVATE ROAD AND THE BUILDING ADDRESS CANNOT BE VIEWED FROM THE PUBLIC WAY, A MONUMENT, POLE OR OTHER APPROVED SIGN OR MEANS SHALL BE USED TO IDENTIFY THE STRUCTURE. COORDINATE WITH OWNER/ARCHITECT.

KEYNOTES TO EXTERIOR ELEVATIONS

- FINISH SMOOTH AND PAINTED EXPOSED CONCRETE STEM WALL.
- 14'-0" W X 14'-0" T INSULATED PREMIUM STEEL REINFORCED OVERHEAD DOOR WITH OPENER.
- 3'-0" X 7'-0" INSULATED STEEL DOOR WITH GLAZING.
- PREFINISHED 6" ALUMINUM DOWNSPOUT/GUTTERS.
- WALL PANEL: NO. 1, 26 GAUGE, PBR PANEL, ZXL LONG LIFE FASTENERS WITH 4" R13 VINYL BACK INSULATION.
- ROOF PANEL: NO. 1, 26 GAUGE, PBR PANEL, ZXL LONG LIFE FASTENERS, WITH 4" R13 VINYL BACK INSULATION.



1 SCHEMATIC BUILDING SECTION
 A5.1 SCALE: 3/8" = 1'-0"



2 SCHEMATIC BUILDING SECTION
 A5.1 SCALE: 3/8" = 1'-0"

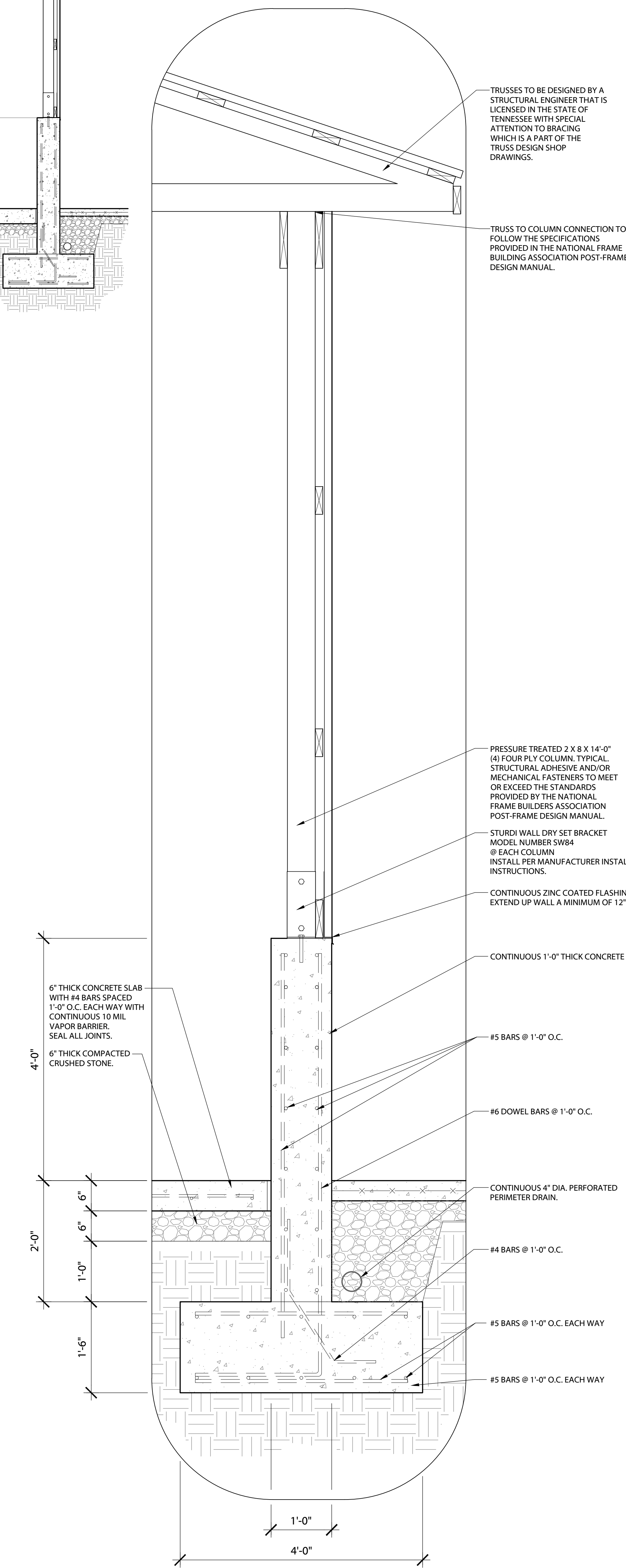
GENERAL NOTES

- IT IS RECOMMENDED THAT THE OWNER HAVE A GEOTECHNICAL INVESTIGATION PERFORMED.
- THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR APPLICABILITY OF THE REPORT DATA.
- DESIGN ALLOWABLE SOIL BEARING PRESSURES ARE 2,100 PSF FOR CONTINUOUS WALL FOOTINGS.
- FOOTINGS SHALL BE NEATLY EXCAVATED WHERE POSSIBLE WITH SIDES AND TOP EDGES FREE OF LOOSE OR WET MATERIALS. WHERE NEAT EXCAVATION IS NOT POSSIBLE, FOOTING EXCAVATION SHALL BE OPEN CUT WITH EDGES FORMED AND BRACED. ANY FOOTINGS WITH FORMED EDGES SHALL BE BACKFILLED FROM BOTTOM TO TOP WITH APPROVED FILL MATERIAL.
- THE BOTTOM OF THE EXCAVATION SHALL BE CLEAN AND DRY AND HAVE ALL LOOSE MATERIAL REMOVED FROM AN ESSENTIALLY FLAT BEARING SURFACE.
- EXCAVATIONS EXPOSED TO WEATHER OVERNIGHT WILL BE REJECTED BY THE DESIGNER AND IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT, AT THEIR OWN EXPENSE.
- WHERE SOFT OR UNSUITABLE BEARING SOILS ARE ENCOUNTERED, THE AREA SHALL BE UNDERCUT AS REQUIRED AND REPLACED WITH APPROVED ENGINEERED FILL, AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
- REINFORCEMENT
 - BOTTOM REINFORCING MATS SHALL BE SUPPORTED OFF SLAB BOLSTERS DESIGNED FOR SOIL SUPPORTED SLABS. SPACING BETWEEN SUPPORTS SHALL NOT EXCEED 48" CENTERS, EACH WAY, UNLESS NOTED OTHERWISE. DEPTH OF SUPPORTS SHALL PROVIDE 3" CLEAR COVER TO THE REINFORCING STEEL.
 - TOP REINFORCING MATS SHALL BE SUPPORTED OFF REBAR STAND-EE SUPPORTS. SPACING BETWEEN SUPPORTS SHALL NOT EXCEED 48" CENTERS, EACH WAY, UNLESS NOTED OTHERWISE. DEPTH OF SUPPORT SHALL PROVIDE 2" CLEAR TOP COVER TO THE REINFORCING STEEL.
 - ALL REINFORCING STEEL SHALL BE SECURELY TIED PRIOR TO CONCRETE PLACEMENT.
 - ALL REINFORCING BARS SHALL BE CLEAN AND FREE OF DIRT, CONCRETE SPOOLS OR OTHER DEBRIS PRIOR TO CONCRETE PLACEMENT.
- SLAB ON GRADE
 - UNLESS SPECIFIED OTHERWISE, SLAB ON GRADE CONSTRUCTION SHALL FOLLOW THE RECOMMENDATIONS OF ACI 302.1R - GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION.
 - AREAS CONTAINING SLAB ON GRADE CONSTRUCTION SHALL BE STRIPPED TO SUFFICIENT DEPTH TO REMOVE ALL VEGETATION, TOPSOIL, ORGANIC MATERIALS OR OTHER UNSUITABLE MATERIALS. MINIMUM DEPTH OF REMOVAL SHALL BE 12".
 - SUBGRADE SOILS SHALL BE SCARIFIED TO MINIMUM SIX INCHES DEPTH, PROOF ROLLED AND COMPACTED TO 98% OF STANDARD PROCTOR DENSITY (ASTM D698). ALL UNSUITABLE MATERIAL AND SOFT SPOTS SHALL BE REMOVED AND BACKFILLED WITH APPROVED FILL PLACED IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO 98% STANDARD PROCTOR DENSITY. MOISTURE CONTENT OF SUBGRADE SHALL BE +/- 2% OF OPTIMUM. ALLOW THE SUBGRADE TO DRY OR ADD WATER AS REQUIRED TO ATTAIN THE SPECIFIED MOISTURE CONTENT.
 - ALL GRADE ADJUSTMENTS FOR SLAB ON GRADE CONSTRUCTION SHALL BE ACCOMPLISHED WITH APPROVED FILL MATERIAL. REFER TO TECHNICAL SPECIFICATIONS.
 - PROVIDE VAPOR BARRIER OVER THE FINAL PREPARED SUBGRADE PRIOR TO CONCRETE PLACEMENT.
 - NO SLAB ON GRADE CONCRETE SHALL BE POURED AGAINST A FINAL PREPARED SUBGRADE CONTAINING FREE WATER, ICE, FROST, MUD OR OTHER UNSUITABLE MATERIAL.
- FOR REINFORCING STEEL, REFER TO THE FOLLOWING:
 - REFER TO DRAWINGS FOR TYPICAL SLAB REINFORCEMENT REQUIREMENTS.
 - ALL WELDED WIRE FABRIC SHALL BE FURNISHED IN FLAT SHEETS. PROVIDE LAPS (ONE CROSS WIRE SPACING + 2") AT SPLICES.
 - CONTINUOUS SLAB ON GRADE REINFORCING SHALL BE PROVIDED WITH LAPPED JOINTS OF 36 BAR DIAMETERS (MIN. 12") AT SPICED LOCATIONS.
 - ALL REINFORCING STEEL SHALL BE SUPPORTED ON SLAB BOLSTERS, DESIGNED FOR SUPPORT ON SOIL, TO PROVIDE REQUIRED COVER FOR REINFORCING STEEL.
- CONCRETE
 - ALL CONCRETE SHALL BE NORMAL WEIGHT CONCRETE AND SHALL CONFORM TO THE REQUIREMENTS AS SPECIFIED BELOW, UNLESS NOTED OTHERWISE.

SPREAD/COLUMN FOOTINGS	4,000 PSI
COLUMN PIERS	4,000 PSI
WALLS	4,000 PSI
SLAB ON GRADE	4,000 PSI (NO FLY ASH)
 - ALL COMPRESSIVE STRENGTHS, NOTED ABOVE SHALL MEET MINIMUM SPECIFIED STRENGTH AT 28 DAYS. ALL NORMAL WEIGHT CONCRETE, SUBJECT TO EXPOSURE OF FREEZE/THAW CYCLE, SHALL HAVE AIR ENTRAINMENT OF 5.5% ± 1% BY VOLUME. UNLESS NOTED OTHERWISE, EXTRA REINFORCEMENT SHALL BE PROVIDED AT ALL MISCELLANEOUS WALL AND SLAB OPENINGS. REINFORCEMENT SIZE SHALL MATCH BAR SIZE OF WALL OR SLAB REINFORCEMENT. BARS SHALL BE LOCATED PARALLEL TO EACH OPEN FACE. ADDITIONAL BARS SHALL LOCATED DIAGONALLY AT ALL CORNER OF OPENING REINFORCEMENT. ALL REINFORCING BARS SHALL EXTEND MINIMUM 24" BEYOND THE CONCRETE OPENING.
- REINFORCING STEEL
 - ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 UNLESS NOTED OTHERWISE. DETAILS OF AND BAR SUPPORTS FOR REINFORCING STEEL SHALL BE IN ACCORDANCE WITH CURRENT ACI STANDARDS. REINFORCING STEEL COVERAGE SHALL BE PROVIDED AS INDICATED ON THE DRAWINGS. MINIMUM LAP/DEVELOPMENT LENGTH OF REINFORCING BARS SHALL BE:

#6 BAR AND SMALLER	38 BAR DIAMETERS
#7 BAR AND GREATER	47 BAR DIAMETERS
- MINIMUM COVER FOR CONCRETE REINFORCEMENT:

CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
CONCRETE EXPOSED TO EARTH OR WEATHER:	
#6 THRU #8 BARS	2"
#5 AND SMALLER BARS	1 1/2"
CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	
SLABS AND WALLS	
#14 AND #18 BARS	1 1/2"
#11 AND SMALLER BARS	3/4"
BEAMS AND PIERS	
PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS	1 1/2"



3 SCHEMATIC WALL SECTION
 A5.1 SCALE: 1" = 1'-0"

PROJECT:
 A NEW STORAGE BUILDING
 FOR
 THE ASHLAND CITY FIRE DEPARTMENT
 ASHLAND CITY, TENNESSEE 37015

SHEET DESCRIPTION:
 SECTION DETAILS

CONSULTANT:

DATE:
 REVISION DATE:
 REVISION DATE:
 REVISION DATE:
 DRAWN BY:
 PROJECT NUMBER: 2021 - 12
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A5.1



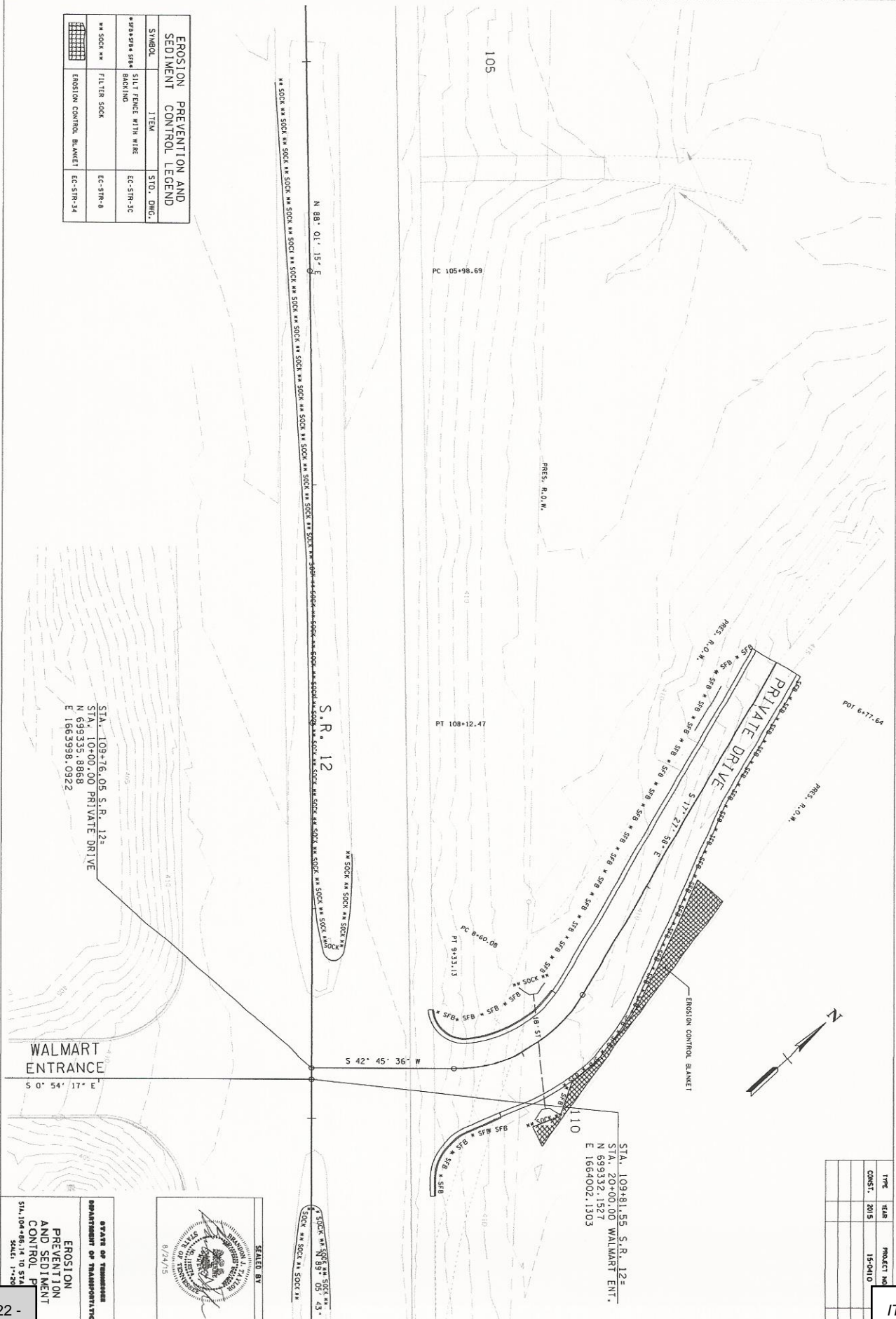
Bid Tabulation

Post Frame Building Bids

Bid Opening: 4-9-2021 at 10:00 am

	Company Name	Bid Totals
1.	Custom Concrete Building LLC	\$ 93,989. <u>75</u>
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

EROSION PREVENTION AND SEDIMENT CONTROL LEGEND		
SYMBOL	ITEM	STD. DWG.
	SILT FENCE WITH WIRE BATCHING	EC-SFH-3C
	FILTER SOCK	EC-SFH-8
	EROSION CONTROL BLANKET	EC-SFH-3A



STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

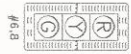
EROSION PREVENTION AND SEDIMENT CONTROL PLAN
 STA. 104+00.00 TO STA. 20+00.00
 SCALE: 1"=50'



TYPE	YEAR	PROJECT NO.
CONST.	2015	15-0410

ITEM # 23.

SIGNAL HEAD DISPLAY
 (EXISTING)



SIGNAL HEAD DISPLAYS
 (PROPOSED)



LOOP DETECTOR ASSIGNMENT CHART (NEW)

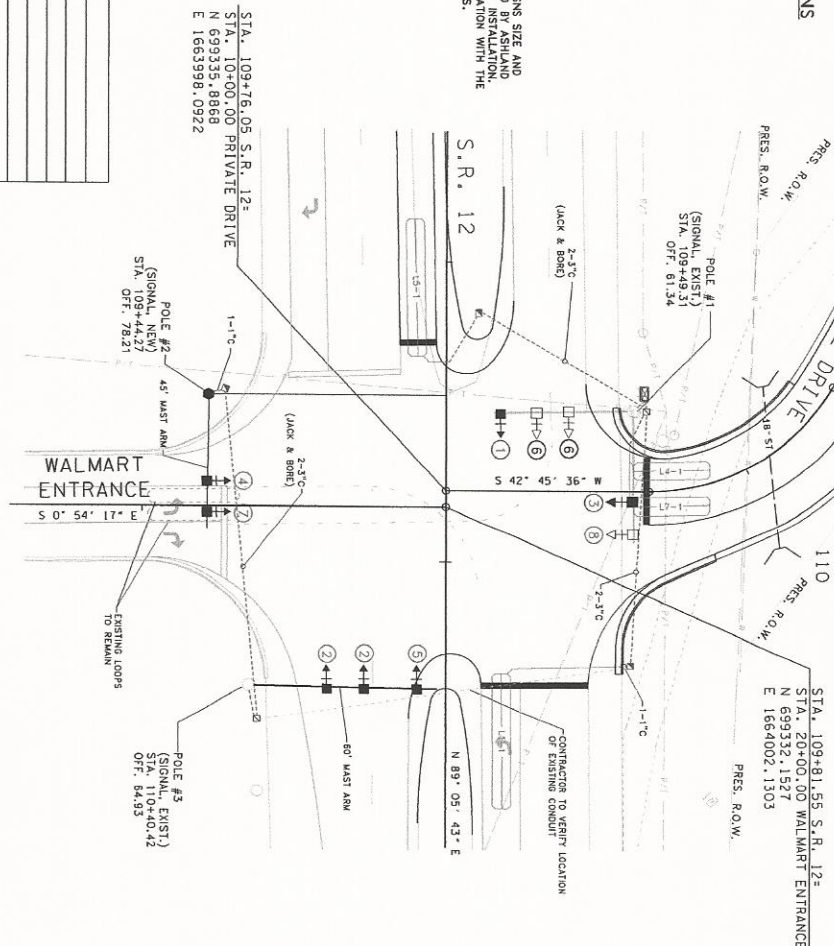
LOOP	SIZE	PHASE	MODE	NUMBER OF TURNS	DISTANCE FROM STOP BAR	STATUS
L1-1	6'X45'	1	PRESENCE	2-4-2	-3'	NEW
L4-1	6'X25'	4	PRESENCE	2-4-2	-3'	NEW
L5-1	6'X45'	5	PRESENCE	2-4-2	-3'	NEW
L7-1	6'X25'	7	PRESENCE	2-4-2	-3'	NEW

OVERHEAD STREET NAME SIGNS
 (SNS) (NEW)



- NOTE:
- 8" U.C. LETTERS (MINIMUM)
 - 8" U.C. LETTERS (MAXIMUM)
 - HIGH INTEREST REFLECTIVE SHEETING
 - REFLECTIVE WHITE COPY
 - GREEN BACKGROUND

NOTE:
 SNS LETTERING SHOWN FOR REFERENCE ONLY. SNS SIZE AND LETTERING TO BE DETERMINED AND DETERMINED BY A SIGN LETTERING CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE CITY, FABRICATORS, AND INSTALLATION OF SNS'S.

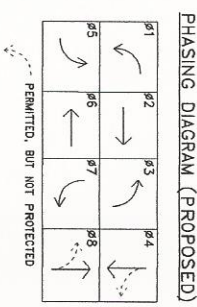
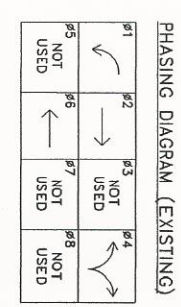


LEGEND

	SIGNAL HEAD W/ NUMBER (NEW)
	SIGNAL HEAD W/ NUMBER (EXIST.)
	PULL BOX (TYPE B, NEW)
	UNDERGROUND CONDUIT (NEW)
	SIGNAL SUPPORT WITH MAST ARM (NEW)
	SIGNAL SUPPORT WITH MAST ARM (EXIST.)
	PAD MOUNTED TRAFFIC SIGNAL CONTROLLER (EXIST.)
	6'X45' QUADRUPOLE LOOP DETECTOR (NEW)
	6'X25' QUADRUPOLE LOOP DETECTOR (NEW)
	PULL BOX (EXIST.)

SPECIAL NOTE:
 SIGNATURE FOR ROADWAY AND UTILITIES PRESENTED ON THIS PLAN ARE PROVIDED BY TRANSPORTATION CONSULTANTS, LLC (TPC) AND ASSOCIATES, WHERE AVAILABLE BASE INFORMATION HAS BEEN SUPPLEMENTED BY FIELD SURVEY DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETENESS OR ACCURACY OF THE PROVIDED BASE INFORMATION.

NOTE:
 CONTRACTOR TO VERIFY EXISTING CONDUIT AND PULL BOX LOCATIONS PRIOR TO SIGNAL MODIFICATION.

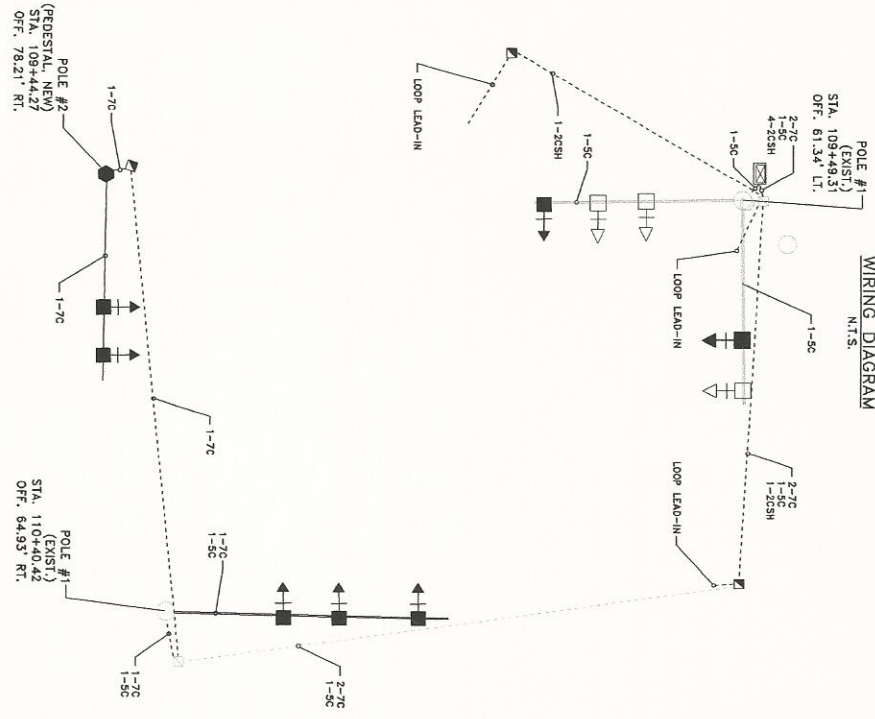


STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION
SIGNAL LAYOUT
 STA. 109+81.14 TO STA. 110+40.42
 SCALE: 1"=40'

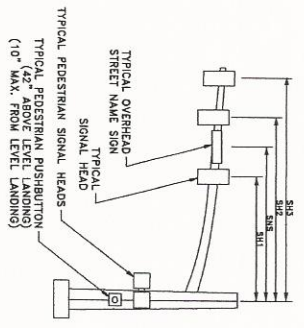
TYPE	DATE	PROJECT NO.
CONST.	2015	15-0410

ITEM # 23.

WIRING DIAGRAM
 N.T.S.



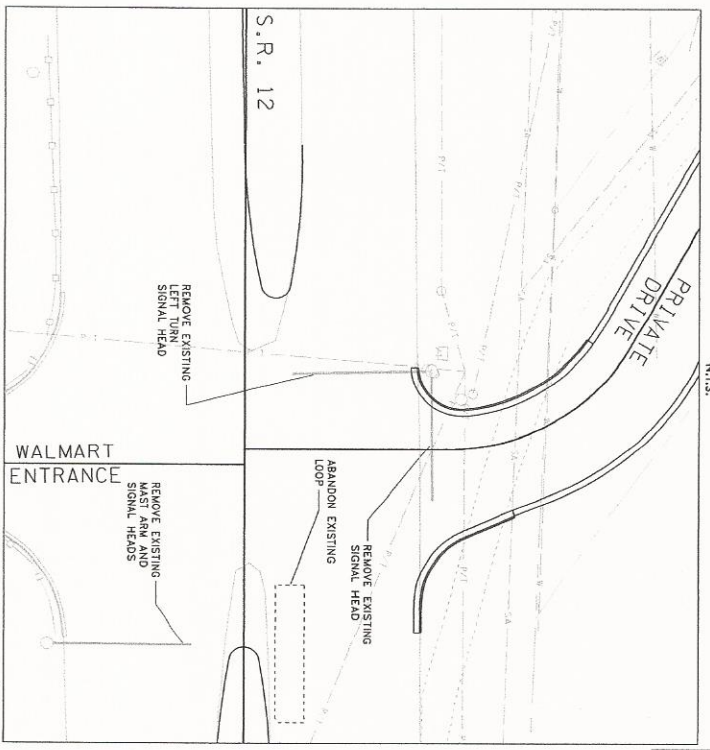
MAST ARM DETAILS
 N.T.S.



POLE	SH1	SH2	SH3	SNS
EX.#1	30'-0"	40'-0"	-	35'-0"
#3	26'-0"	38'-0"	55'-0"	-

NOTE: DISTANCES BASED ON SIGNAL POLE LOCATIONS INDICATED ON PLAN. IF ANY CHANGES TO THE SIGNAL POLE LOCATIONS ARE MADE, HEADS ARE TO BE PLACED IN RELATION TO THE NEW SIGNAL POLE LOCATIONS AND 100' STANDARDS.

REMOVAL DIAGRAM
 N.T.S.



SIGNAL SUPPORT POLE DATA *

POLE NO.	STATION	OFFSET	NORTHING	EASTING	GRD ELEV @ POLE	ARM ELEVATION	MAST ARM LENGTH	FOOTING DEPTH
1	109+49.31	61.34 L	699399.0790	1664020.1060	EXIST.	EXIST.	EXIST.	EXIST.
2	109+44.27	78.21 R	699300.0452	1663921.1627	410.3	430.3	45'-0"	15'-0" MIN.
3	110+40.42	64.93 R	699244.5160	1664001.2610	411.2	431.2	60'-0"	EXIST.

*NOTE: FOOTING DEPTH CALCULATED UTILIZING TROT INTERSECTION CALCULATION BASED ON ASSHTO 4TH EDITION, 30 MPH WIND SPEED.

TRE	2015	PROJECT NO.	15-040
CONST.	2015	DATE	8/24/15



STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION
SIGNAL DETAILS
 STA. 109+49.31 TO STA. 110+40.42
 SCALE: 1"=30'

HIGHWAY ENTRANCE PERMIT -TURN LANE

SURETY BOND NO: 3466842

PERMITTEE: Sapankumar & Dhansukh Patel

STATE ROUTE: SR 12 LM 4.06

COUNTY: Cheatham

KNOW ALL MEN BY THESE PRESENTS:

That we, Sapankumar & Dhansukh Patel **PRINCIPAL**

and SureTec Insurance Company as **SURETY**, are held and firmly bound unto the **DEPARTMENT OF TRANSPORTATION, BUREAU OF HIGHWAYS** of the **State of Tennessee** to construct the improvements on the State Highway right-of-way at the location and in the manner shown on the plans attached to the Permit dated the 1st day of November, 2019, issued by the **BUREAU OF HIGHWAYS** of the **STATE OF TENNESSEE** to the **PRINCIPAL** Herein, which said Permit and plans are attached hereto. We do hereby further agree that we will restore to its original condition any portion of the pavement, shoulders or other parts of the public highway, except as otherwise shown on said plans. In the event that same is damaged by the **PRINCIPAL** or his agents during the construction of said improvement and that we will maintain said improvements upon said right-of-way in such manner and for such period of time as provided in said permit. In the event such construction, repairs and maintenance are not carried out in a manner satisfactory to the **Bureau of Highways** of the **State of Tennessee** we hereby agree to reimburse said Bureau for the cost of such repairs.

We do bind ourselves in the sum of One Hundred Thousand Dollars (\$100,000.00) for a term beginning the 1st day of November, 2019, until proper release is received from the **BUREAU OF HIGHWAYS** of the **STATE OF TENNESSEE**, AS PROVIDED IN SAID PERMIT and the **RULES AND REGULATIONS FOR CONSTRUCTION OF DRIVEWAYS ON STATE HIGHWAY RIGHT-OF-WAY** as promulgated by the Commissioner of the **DEPARTMENT OF TRANSPORTATION**.

NOW, THEREFORE: THE PRINCIPAL AND SURETY ASSUME ALL OBLIGATIONS AND LIABILITIES AS SET FORTH ABOVE.

SIGNED, SEALED and DATED this the 16th day of October, 2019.

SURETY COMPANY SureTec Insurance Company

Sapankumar & Dhansukh Patel

Principal

ADDRESS 2103 CityWest Blvd, Ste 1300 Houston, TX 77042

BY _____

SureTec Insurance Company

Surety



BY _____

David Gonsalves
David Gonsalves

A copy of the power of attorney properly executed by the company authorizing the agent signing above to bind the company as **SURETY** on this bond must be attached hereto. Said power of attorney must be dated so as to correspond with the execution date of bond.

All correspondence should be directed to: **SureTec Insurance Company**
2103 CityWest Blvd, Ste 1300 Houston, TX 77042
866-732-0099

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint **David Gonsalves**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Sapankumar & Dhansukh Patel
Obligee: State of Tennessee Department of Transportation
Amount: \$100,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

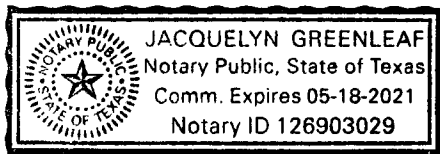
State of Texas ss:
 County of Harris



SURETEC INSURANCE COMPANY

By: _____
 John Knox, Jr., President

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



 Jacquelyn Greenleaf, Notary Public
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of October, 2019, A.D.

 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

REGION 3 TRAFFIC OFFICE
6603 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37243-0360
(615) 350-3440

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

November 15, 2019

Sapankumar & Dhansukh Patel
1212 North Main Street
Ashland City, TN 37015

Re: Highway Entrance and Grading Permits
SR 12 [LM 4.06]
Ashland City, Cheatham Co.

Dear Mr. or Mrs.:

Enclosed for your records is a copy of fully executed highway entrance and grading permits. Receipt of these permits grants permission for construction on the right of way to begin. When construction is complete please notify this office in writing so that an inspection can be made to facilitate release of the permits and/or bonds.

If I can be of further assistance please let me know.

Sincerely,

Dajana Pavicic

For: Zane Pannell, PE
Regional Traffic Engineer

Enclosure
Cc: Derek Pryor, TDOT

Permit # 4-1920

**THE TENNESSEE DEPARTMENT OF TRANSPORTATION
PERMIT FOR PROJECT WITHIN HIGHWAY RIGHT-OF-WAY**

The State of Tennessee, Tennessee Department of Transportation ("TDOT"), hereby grants this special permit for the use of State property under the following terms and conditions:

PERMITTEE:

Sapankumar & Dhansukh Patel
1212 North Main Street
Ashland City, TN 37015

AUTHORIZED USE:

1. Construct turning lanes to TDOT standards

ALL WORK SHALL BE DONE TO TDOT STANDARDS AND SPECIFICATONS PER DRAWING RECEIVED 9/25/2019, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

LOCATION OF PREMISES:

SR 12 LM 4.06
Cheatham Co

EFFECTIVE DATES OF PERMIT:

November 15, 2019 – November 15, 2020

STANDARD TERMS AND CONDITIONS

1. Prior to commencing work under this permit, PERMITTEE shall submit evidence of ownership of or legal interest in property adjoining the subject state property, together with a bond in the amount of \$100,000. Bond may be posted by good and sufficient surety acceptable to TDOT, guaranteeing the performance of the project in accordance with this agreement, or by cash bond in the form of a cashier's check, a certified check or money order. The project shall not commence until such bond has been posted and agreed to by TDOT. The bond must remain in effect for six months after completion of

Approved by TDOT Legal
07/2019

1

Permit Drawing
1 of 4

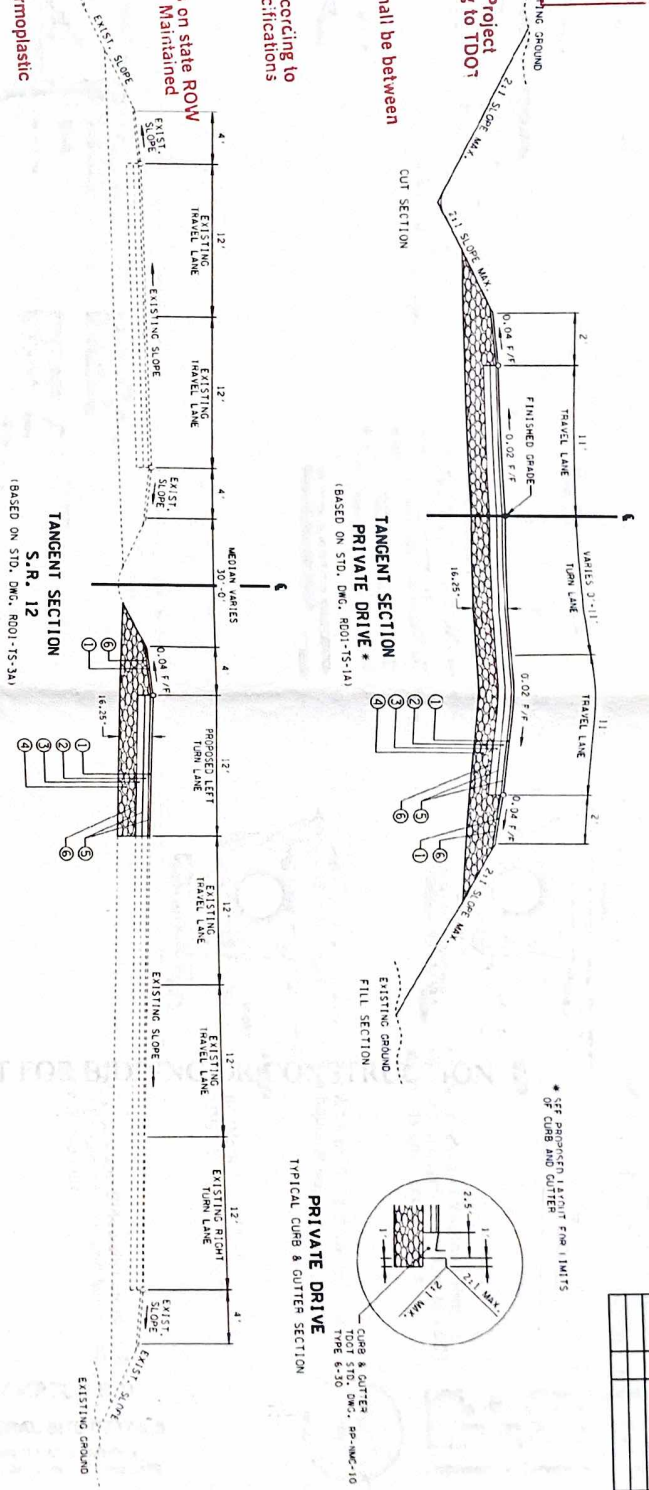
Entire Length and Width of Project shall be Overlayed According to TDOT Standards and Specifications

All Work on State ROW shall be between the hours of 9am-3pm

All Work shall be done according to TDOT Standards and Specifications

Entrances and Sidewalks on state ROW shall be Striped and Maintained ADA Compliant

All Striping shall be Thermoplastic



**PROPOSED PAVEMENT SCHEDULE BELOW IS VOID
REFERENCE HAMPTON INN SHEET C7.02 BY DBS & ASSOCIATES
ENGINEERING DATED 07/22/2019 FOR
CURRENT TENNESSEE DEPARTMENT OF TRANSPORTATION
PAVEMENT SCHEDULE**

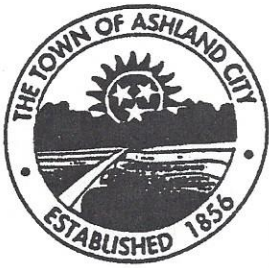
PROPOSED PAVEMENT SCHEDULE	
① ACS MIX (PG64-22) GRADING D ROADWAY @ 1.25"	② MINERAL AGGREGATE TYPE A BASE (GRADING D) @ 10"
② ASPHALT CONCRETE MIX (PG64-22) (BPM-BM GRADING B-WZ) @ 2"	③ BITUMINOUS MATERIAL FOR TACK COAT (SS-1) 403-01
③ ASPHALT CONCRETE MIX (PG64-22) (BPM-BM GRADING A @ 3"	④ BITUMINOUS MATERIAL FOR PRIME COAT (RS-2) 402-01

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

DATE: 8/24/15
SCALE: AS SHOWN

TYPICAL SECTIONS AND PAVEMENT SCHEDULE

DATE	DESCRIPTION	BY	CHKD
08/11/2015	ISSUED FOR PERMIT



Town of Ashland City

EXPENDITURE REQUEST

Date of Request 3-18-21

Department Police

Requested by: Kenny Ray

Vendor Ford of Murrumboro

Address _____

ST./ Zip Code _____

Fund _____ Account _____ Object Code _____

Quantity	Description	Price	Total
1	2021 Ford Transit-350		
	Cargo Van w/equipment		
	upfit (SWC 209) contract		54,852
1	Graphic / decal w/ install		600
			55,452

Department Head Approval Kerlay

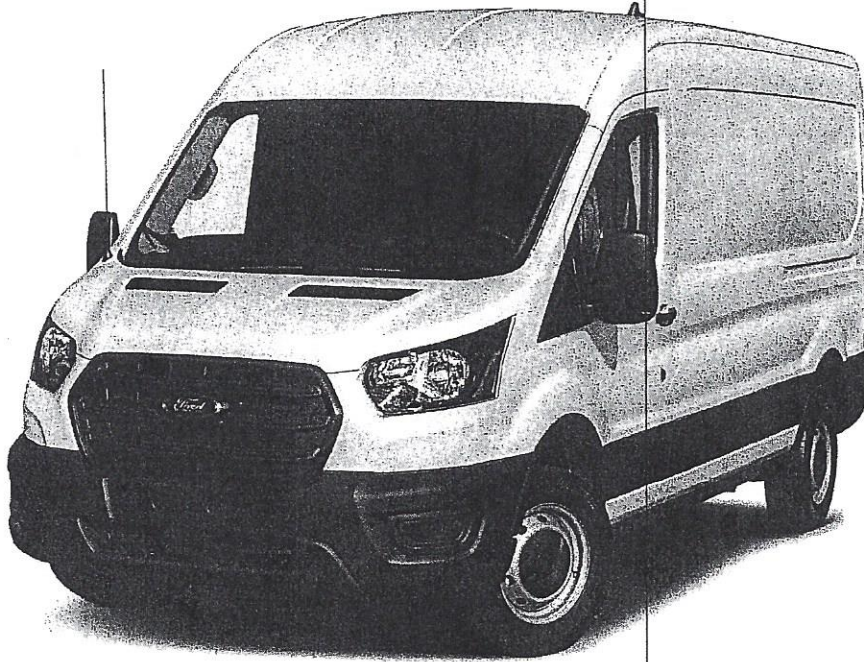
City Recorder

Budgeted	Activity	Balance

City Managers Approval _____

2021 Transit-350 Cargo RWD Medium Roof Van 148" WB Base (W9C)

Price Level: 115



*VAN W/HAVIS PRISONER
INSERT*

Client Proposal

Prepared by:

DONALD SMITH (DONNIE)

Office: 615-571-3314CELL

Quote ID: ASHVANPRIS

Date: 01/08/2021



Ford of Murfreesboro | 1550 N.W. Broad St., Murfreesboro, Tennessee, 371291709

Office: 888-505-4898 | Fax: 6158939730

1



Prepared by: DONALD SMITH (DONNIE)

01/08/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 Transit-350 Cargo RWD Medium Roof Van 148" WB Base (W9C)

Price Level: 115 | Quote ID: ASHVANPRIS

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W9C	Base Vehicle Price (W9C)	\$39,645.00
Packages		
101A	Order Code 101A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection. - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - 3.73 Axle Ratio - GVWR: 9,500 lbs - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Black Hubcap - Vinyl Front Bucket Seats - Radio: AM/FM Stereo Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).	N/C
Powertrain		
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i>	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 9,500 lbs	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included
Seats & Seat Trim		
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests <i>Includes 2-way manual driver seat and 2-way manual passenger seat.</i>	\$45.00
V	Vinyl Front Bucket Seats	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: DONALD SMITH (DONNIE)

01/08/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 Transit-350 Cargo RWD Medium Roof Van 148" WB Base (W9C)

Price Level: 115 | Quote ID: ASHVANPRIS

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
148WB	148" Wheelbase	STD
18P	50/50 Hinged Rear Door w/253-Degree Opening	\$75.00
17B	Fixed Rear Cargo Door & Passenger-Side Glass <i>Includes: - Rear-Window Defroster - Rearview Mirror</i>	\$425.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD) <i>The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.</i>	\$325.00
57G	Driver Controlled Front/Rear Aux A/C & Heater <i>Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van.</i>	\$860.00
58U	Radio: AM/FM Stereo <i>Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).</i>	Included
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>	\$75.00
43R	Reverse Sensing System	\$295.00
153	Front License Plate Bracket Standard in states requiring two license plates and optional in all other states.	N/C
Emissions		
425	50-State Emissions System	STD
Interior Colors		
VK_03	Dark Palazzo Gray	N/C
Primary Colors		
YZ_01	Oxford White	N/C

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Prepared by: DONALD SMITH (DONNIE)

01/08/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 Transit-350 Cargo RWD Medium Roof Van 148" WB Base (W9C)

Price Level: 115 | Quote ID: ASHVANPRIS

As Configured Vehicle (cont'd)

Code	Description	MSRP
	SUBTOTAL	\$41,745.00
	Destination Charge	\$1,695.00
	TOTAL	\$43,440.00

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Prepared by: DONALD SMITH (DONNIE)

01/08/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 Transit-350 Cargo RWD Medium Roof Van 148" WB Base (W9C)

Price Level: 115 | Quote ID: ASHVANPRIS

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60,000 miles	Months	60 months
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Quoted By: JBradley
Phone: (931) 994-7358
jbradley@ondutydepot.com

Page 1
Layaway #283

Quotation
Date: 1/8/2021



5201 Hickory Hollow Parkway
Antioch TN 37013

To: Ford Lincoln of Murfreesboro
Ford Lincoln of Murfreesboro
Attn: Accts Payable
Murfreesboro, TN 37129
PO # REQUIRED
SCLANTON@GMMURFREESBORO.COM

We are pleased to quote on your inquiry as follows:

Item #	Qty	Description	Size	Attribute
5001	1	Havis Prisoner Insert		Mid roof For
3543	1	Van Step, Flip Down Option	500 lbs	Flip Down
9001	1	Shipping		
4856	1	Installation TN	Premium	
5001	1	Vent Adapter Kit		
5001	1	Front Bulkhead Adapter Kit		
4072	4	XStream Dash/Deck	Dual/Wired	B/R/W
5001	4	XStream Bracket Kit		
40005	1	Speaker, ES100 Dynamax	TN	100 Watt
40035	1	Speaker Bracket, ES100	Universal	TNSP
4510	1	PathFinder Siren	100/200 Watt	Handheld

Total Qty Ordered: 17

**Quote valid for 30 days from above date.
** Shipping Charges Excluded.
** Tax not included if applicable.

INSTRUCTIONS: Ashland City Transit Prisoner

This quotation is governed by On-Duty Depot Standard Conditions of Sale



Prepared by: DONALD SMITH (DONNIE)

01/08/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 Transit-350 Cargo RWD Medium Roof Van 148" WB Base (W9C)

Price Level: 115 | Quote ID: ASHVANPRIS

ASHLAND CITY PD

\$40,630.00 MSRP STATE

\$29,357.00 SWC 209 CONTRACT 64470

\$45.00 DUAL ARMREST

\$75.00 50/50 253 DEGREE REAR DOORS

\$425.00 REAR GLASS W/DEFROST &PASS SIDE GLASS

\$325.00 CRUISE CONTROL

\$860.00 AUX. REAR AIR &HEAT

\$75.00 2 EXTRA KEYS

\$295.00 REVERSE SENSING

\$31,457.00 VAN

\$23,395.00 HAVIS PRISONER INSERT &UPFIT OPTIONS

\$54,852.00 W/UPFIT

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