



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled Workshop Meeting**  
**December 07, 2021 6:00 PM**  
**Agenda**

**Mayor:** Steve Allen

**Vice Mayor:** Daniel Anderson

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

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**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- [1.](#) October 5, 2021 Workshop Meeting Minutes

**REPORTS**

**OLD BUSINESS**

2. Soccer Club Proposal
3. Catfish on the Cumberland
- [4.](#) U.S. Geological Survey Joint Funding Agreement
- [5.](#) Ordinance: Budget Amendment #4 (Fire and Police)
- [6.](#) Ordinance: Amend Ordinance 561- Land Use Regulations

**NEW BUSINESS**

7. Meals on Wheels Discussion
8. Renaming Ashland City Ballfields - Tara Boyd
9. Moving City Election
- [10.](#) Tyler Merchant Accounts
11. Recruitment Advertising Contracts
- [12.](#) Public Works Building Xerox Upgrade
- [13.](#) Resolution: Interim Financing City Hall
- [14.](#) Resolution: Loan Agreement City Hall
15. Ordinance: Redistricting Wards
- [16.](#) Ordinance: Temporary Use Permit

**SURPLUS PROPERTY NOMINATIONS**

**EXPENDITURE REQUESTS**

17. Award Bid: Water Tank Repairs
- [18.](#) Award Bid: Mowing Agreement
- [19.](#) Award Bid: Roof Replacement Public Works and Police Dept

**OTHER**

**ADJOURNMENT**

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*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 Workshop Meeting**  
**October 05, 2021 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

Mayor Allen called the meeting to order at 6:00 p.m.

**PRESENT**

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

**ABSENT**

Councilman JT Smith

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

1. September 7, 2021, Workshop Meeting Minutes

A motion was made by Councilman Adkins, seconded by Councilman Greer, to approve the September 7, 2021, Workshop Meeting Minutes. All approved by voice vote.

**OLD BUSINESS**

2. City Recorder Discussion

Ms. Bowman stated that this was for us to formally readvertise for City Recorder. Councilman Adkins asked what the deadline was. Ms. Martin stated there wasn't a deadline right now. Vice Mayor Anderson asked if we have received any more applications. Ms. Martin stated we have not received any.

3. Ordinance: Budget Amendment (AFG Grant)

Chief Walker stated this grant would pay for air packs and is awarded through FEMA. He stated the total grant was \$154,250.00 and our match would be \$7,345.24.

**NEW BUSINESS**

4. Catfish on the Cumberland Request (Chamber of Commerce)

Mr. Sampson stated that Ms. Misty Keenan from the Cheatham Chamber will be at the next meeting to speak more on this. He stated that on September 17, 2022, they are wanting to do a catfishing tournament in the morning sponsored by Caymas Boats and in the afternoon have food trucks and performers. Mr. Sampson stated that this would be a private ticketed event and they would have to close the park if it is approved. Councilman Adkins asked if there were any other conflicts as of now. Mr. Sampson stated that there were, but the event moved to the following weekend. Councilman Adkins asked if we have ever closed the park before. Mr. Sampson said not since he has been here, and he was not sure how they would enforce that.

5. Parks Advisory Board Vacancy

Mr. Sampson stated that Ms. Misty Holloway resigned from the Parks Advisory Board so he wanted to let everyone know there is a vacant position and Mayor Allen would appoint someone. Councilman Adkins asked who served on the board currently. Mr. Sampson stated the members are Mr. Mike Smith, Mr. Brian Stinson, Mr. Ray Crouch, Mr. Matt Waldron, and Mrs. Jamie Winslett is the secretary.

6. Soccer Club Proposal  
Mr. Sampson stated that he has two (2) gentlemen approach him that was interested in bringing a soccer club here to Ashland City. He stated he wasn't sure if they were wanting to take over the current program or work with them somehow, but they will be here at the next meeting. Councilman Adkins asked if this was for kids or adults. Mr. Sampson stated that he believed it would be for both. Councilman Adkins asked if they lived in the city. Mr. Sampson stated that they did. Councilman Kerrigan stated they would have to cooperate with the other league here. Councilman Adkins asked if they stated what their days of operations would be. Mr. Sampson stated they did not.
7. Watchguard Agreement  
Chief Ray stated this was the agreement for their in-car cameras.
8. GNRC Contract Amendment  
Ms. Batts stated that this is an amendment to add additional money to the grocery program. She stated that they currently serve 29 seniors each month with \$100.00 in groceries that are prepared by Cash Saver. Ms. Batts stated that this additional funding would allow us to serve them through September of next year.
9. Intern for ACFD: Clinical Affiliation Agreement  
Chief Walker stated that they have a recruit that is also a student at Lipscomb, and he could receive credit for doing the program through this agreement.
10. State Contract: Canon  
Ms. Batts stated that the copier lease is up on November 23, 2021. She stated that she looked into the state contract and can save a lot of money to switch to Canon. Ms. Batts stated that her contract is \$193.00 per month and the new contract would be \$74.62 per month. She stated that it would be a five (5) year contract with an annual renewal.
11. NFSA Contract  
Chief Walker stated that the NFSA would like to partner with us at the training grounds. He stated they would donate \$25,000.00 to the building and donate every type of sprinkler riser there is to train firefighters and sprinkler people.
12. ESO Records Management Software  
Chief Walker stated that they have had the Firehouse software for their records management for years and it got sold to ESO. He stated that they looked at three different software programs and it was recommended to go with ESO. Chief Walker stated it should be in the budget because they knew this was coming.
13. Resolution: TAP Grant Participation  
Mr. Sampson stated that this is for phase 2 of the trail grant and will go from Highers Propane to John's Park. Councilman Adkins asked if this was the same type of grant as the first. Mr. Sampson stated it was.
14. Repeal Prior & Adoption of New Resolution: City Hall General Obligation Bond  
Ms. Bowman stated that this is for the new City Hall, and it came down from the state that some language has changed since the last Resolution was passed and since we are still in the process of trying to obtain the money, we have to put this back before the council. She stated that we need to repeal the last Resolution and adopt one with the new language.
15. Repeal Prior & Adoption of New Resolution: Fire Hall General Obligation Bond  
Ms. Bowman stated that this was the same as the previous agenda item except this is for the Fire Hall.
16. Resolution for T-Mobile Hometown Grants Program.  
Mr. Sampson stated that this would allow him to apply for the T-Mobile Hometown grant.
17. Ordinance: Budget Amendment #3  
Ms. Bowman stated that this is for the GNRC contract that Ms. Batts explained earlier. She stated that this would change the amount in the line item from \$36,294.00 to \$39,190.00.

#### **SURPLUS PROPERTY NOMINATIONS**

18. Christmas Surplus Decorations  
Mr. Sampson stated that these are extra decorations we will not use any more since we already purchased new ones.
19. Meters

Mr. Biggers stated that we would need to surplus these meters and trade them in for new ones to get the discount. He stated that it is already in the budget to replace the current meters.

**EXPENDITURE REQUESTS**

**OTHER**

Councilman Adkins asked if Meals on Wheels was operating out of the Nazarene church. Ms. Batts stated that they were.

**TCAD Grant** - Ms. Batts stated that she just learned about a grant she can apply for with Tennessee Commission on Aging and Disability. She stated that the grant is for a possible \$5000.00 and there is no match.

**ADJOURNMENT**

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to adjourn. All approved by voice vote and the meeting adjourned at 6:24 p.m.

\_\_\_\_\_  
MAYOR STEVE ALLEN

\_\_\_\_\_  
INTERIM CITY RECORDER ALICIA MARTIN, CMFO

DRAFT



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Lower Mississippi-Gulf Water Science Center  
640 Grassmere Park, Suite 100  
Nashville, TN 37211

October 13, 2021

Ms. Alicia Martin  
City Recorder  
Town of Ashland City  
101 Court Street PO Box 36  
Ashland City, TN 37015

Dear Ms. Martin:

Enclosed are two signed originals of our standard joint-funding agreement between the Lower Mississippi-Gulf Water Science Center and Town of Ashland City. This agreement is for half of the operation of a continuous real-time stream gage on the Cumberland River at Ashland City (other half covered by Cheatham County), during the period October 1, 2021 through September 30, 2022 in the amount of \$3,500 from your agency. U.S. Geological Survey contributions for this agreement are \$2,841 for a combined total of \$6,341. Please sign and return one fully-executed original to Sandra K. Red Wing, Administrative Operations Assistant at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **November 13, 2021**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Shannon Williams by phone number (615) 837-4755 or email [swilliam@usgs.gov](mailto:swilliam@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Sandra Red Wing at phone number (615) 837-4710 or email at [sredwing@usgs.gov](mailto:sredwing@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight  
Director, LMG Water Science Center

Enclosure  
22MLJFATNDA085 (2)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600002544  
Agreement #: 22MLJFATNDA085  
Project #: ML009Z5  
TIN #: 62-6000239

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Ashland City party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for half of the operation of a continuous real-time stream gage on the Cumberland River at Ashland City (other half covered by Cheatham County), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$2,841 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$3,500 by the party of the second part during the period October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 600002544  
Agreement #: 22MLJFATNDA085  
Project #: ML00925  
TIN #: 62-6000239

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Shannon Williams  
Hydrologist  
Address: 640 Grassmere Park  
Nashville, TN 37211  
Telephone: (615) 837-4755  
Fax: (615) 837-4799  
Email: swilliam@usgs.gov

Customer Technical Point of Contact

Name: Alicia Martin  
City Recorder  
Address: 101 Court Street PO Box 36  
Ashland City, TN 37015  
Telephone: (615) 792-4211 Ext 5239  
Fax:  
Email: amartin@ashlandcitytn.gov

USGS Billing Point of Contact

Name: Sandra Red Wing  
AOA Student Trainee  
Address: 640 Grassmere Park #100  
Nashville, TN 37211  
Telephone: (615) 837-4710  
Fax: (615) 837-4799  
Email: sredwing@usgs.gov

Customer Billing Point of Contact

Name: Alicia Martin  
City Recorder  
Address: 101 Court Street PO Box 36  
Ashland City, TN 37015  
Telephone: (615) 792-4211 Ext 5239  
Fax:  
Email: amartin@ashlandcitytn.gov

U.S. Geological Survey  
United States  
Department of Interior

Town of Ashland City

Signature

By Rodney R. Knight Date: 10/13/2021  
Name: Rodney R. Knight  
Title: Director, LMG Water Science Center

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:



**ORDINANCE #**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A  
BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR**

**WHEREAS**, the Mayor and Council appropriate \$75,993 in the General Fund; \$1,000 in the Police Department for the Clothing; \$49,993 in the Fire Department for the remaining amount of the SAFER Grant, and \$25,000 for an addition to the Pole Barn.

**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><b>General Fund</b></i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Fire Department	\$7,198,724.00	\$7,273,717.00
Police Department	\$2,218,689.00	\$2,218,690.00

1<sup>st</sup> reading \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor Steve Allen

\_\_\_\_\_  
City Recorder Alicia Martin, CMFO

**ORDINANCE#**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE BY DELETING ARTICLE III., SECTION 3.150 STANDARDS PERTAINING TO TREE PRESERVATION AND PROTECTION IN ITS ENTIRETY AND THE SECTION RESERVED**

**WHEREAS**, the Mayor and the City Council previously adopted Ordinance #561; and

**WHEREAS**, Article III., Section 3.140 and Article III., Section 3.150 were combined and now conflict with Ordinance #561.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that Article III., Section 3.150 be deleted in its entirety and the section be reserved as follows:

~~3.150. RESERVED Standards pertaining to tree preservation and protection:~~

~~3.150.1. The purpose of this section is to promote the health, safety, and public welfare within the Town of Ashland City through the maintenance and protection of existing trees that are hereby deemed to constitute either unique and virtually unreplaceable natural features, and/or aesthetic and/or historical treasures.~~

~~3.150.2. The nominal standards promulgated herein are established in order: to promote the lessening of air pollution, to promote clear air quality by increasing vegetative air filtration, to reduce noise, heat, glare, and minimize flooding, and to increase the ambiance of the community while protecting values throughout the town.~~

~~3.150.3. Definitions. Except where the context otherwise requires, the definitions contained in this section shall govern the construction of this ordinance:~~

~~a) Adjusted Caliper Inches (ACI) – The number value resulting from the multiplication of the Tree Value Factor times the actual measured Caliper Inches of trees in each Category of trees that are protected (see definition).~~

~~b) Category I Trees – Broad-leaf evergreen overstory, select hardwoods, and endangered species – Trees Value Factor = 1.0.~~

~~c) Category II Trees – Some deciduous overstory hardwoods, selected cone-bearing evergreens, broad-leaf evergreen understory – Tree Value Factor = 0.75.~~

~~d) Category III Tree – Some deciduous overstory hardwoods, some cone-bearing evergreens – Trees Value Factor = 0.5.~~

~~e) Caliper Inches – For trees larger than four inches (4"), the quantity in inches of the diameter of a tree measured one foot (1') above the ground. For trees smaller than four inches (4"), the quantity in inches of the diameter of a tree measured six inches (6") above the ground.~~

~~f) Conifer Tree – Any tree with needle leaves and a woody cone fruit.~~

~~g) Deciduous Tree – Any tree which sheds its leaves in the fall or winter.~~

~~h) Drip Line – A vertical line extending from the outermost portion of a tree to the ground.~~

~~i) Endangered species – Those trees which are under the protection of State and/or Federal law.~~

~~j) Evergreen – Those trees, including broad-leaf and conifer trees, that maintain their leaves year round.~~

~~k) Line Clearance – Removal of limbs and branches within a set distance of utility lines.~~

~~l) Non-development Activity – Any alteration of the natural environment which does not require development or plot plan approval, but which would include the proposed removal or~~

~~destruction of any tree affected by this ordinance.~~

- ~~m) Private Tree – Any tree in an area owned by a private individual, business, company, industry, or institution, or in any area not owned by a governmental entity.~~
- ~~n) Protected Tree – Any tree in Category I, which is six caliper inches (6") or larger, any tree in Category II, which is ten caliper inches (10") or larger, and any tree in Category III, which is eighteen caliper inches (18") or larger, as listed as attached hereto.~~
- ~~o) Pruning – Selective removal of the upper portions of any tree, taking into account the natural shape and structure of the tree.~~
- ~~p) Public Tree – Any tree in an area owned by a governmental entity.~~
- ~~q) Replacement Tree – Any tree being planted on a site to replace a tree which has been removed or destroyed for any reason.~~
- ~~r) Street Tree – Any tree within a public right-of-way along a road, street, median, or in a similar area in which the public right-of-way borders areas owned by private citizens~~
- ~~s) Supplemental Tree – Any tree being planted on a site which is in addition to existing trees and replacement trees.~~
- ~~t) Topping – The non-selective removal of the top portions of any tree without regard to the natural shape and structure of the tree.~~
- ~~u) Tree – Any living, self-supporting woody or fibrous plant which is a conifer, evergreen, deciduous, or ornamental, as defined herein.~~
- ~~v) Tree Value Factor – The numerical value assigned to each tree Category that represents the importance of that Category of trees with respect to visual buffering, growth characteristics, native species, and aesthetics. The Tree Value Factor for trees in Category I = 1.0; Category II = 0.75; and for Category III = 0.5. The Tree Value Factor for all existing protected trees on a development site, regardless of Category = 1.0. The Tree Value Factor for all trees in screen areas = 1.0.~~

~~3.150.4. The Tree Committee. The Ashland City Municipal Planning Commission shall be charged with the responsibility of functioning as the Tree Committee of the Town. The chief enforcement officer of this ordinance (the city building inspector) shall be empowered to effectuate and implement the various provisions as cited within this Section.~~

- ~~(a) Primary Duties of the Tree Committee. The principal duties of the Tree Committee, drawing on any other local sources available, are (1) to identify special, unique, and archeologically and historically significant trees that are noteworthy and currently extant within the community, and (2) to administer all requirements that are found within this Section, in an effort to protect and preserve Ashland City's special types of trees.~~

~~3.150.5 Tree Planting:~~

- ~~(a) Public Trees. Tree planting shall be undertaken by the city in all public areas in a systematic manner to assure diversity of age, classes, and species. Areas to be planted, density, appropriate species, and other aspects of the planting function shall be determined by the Tree Committee.~~
- ~~(b) Private Trees. Planting of trees on private property is encouraged, especially in areas where the public may have an extraordinary interest. The Tree Committee will make every effort to provide information about species, planting techniques, and placement guidelines when requested by residents.~~
- ~~(c) Replacement Trees. The Planning Commission shall in the normal course of its approval process, require the planting of public trees or private trees to replace historic, unique, and/or endangered trees which have been removed, destroyed, or severely damaged during the course of development or construction, except that in no case shall replacement trees be required in excess of the Minimum ACI Density established in 3.150.7(b) of this ordinance.~~
- ~~(d) Supplemental Trees. The Planning Commission shall in the normal course of its approval~~

process, require the planting of public trees or private trees to supplement historic, unique, and endangered trees on any site proposed for development, except that in no case shall supplemental trees be required in excess of the Minimum ACI Density, established in Subsection 3.150.7, (b), of this ordinance.

- (c) ~~Prohibited Plantings. It shall be unlawful for any person to plant trees as follows:~~
- ~~(1) Within any designated or recorded sewer or water easements: Any species prone to clogging water or sewer lines with roots, including, but not limited to: Poplar, Boxelder, Silver Maple, American Elm, Catalpa, Siberian Elm, Cottonwood, Black Walnut, and Weeping Willow.~~
  - ~~(2) Within any recorded or proposed easement for overhead electric or telephone lines: Any species known to reach a mature height greater than twenty (20) feet.~~
  - ~~(3) On any public lands: Any species known to be undesirable, weak, short-lived, disease prone, or to belong to an overpopulation of its species, including, but not limited to: Boxelder (female), Silver Maple, Hackberry, American Elm, Osage Orange (female) and Cottonwood (except hybrids).~~

### 3.150.6 Tree Protection

- (a) ~~Public Trees. It shall be unlawful for any person to directly or indirectly cause to be removed any protected public tree as defined herein, or that is defined herein as an unique, virtually unreplaceable natural feature in terms of its historic, aesthetic and unique characteristics without first obtaining the permission of the Planning Commission or its designee.~~
- (b) ~~Private Trees. It shall be unlawful for any person to directly or indirectly cause to be removed any protected private tree as defined herein, or as described below without first having obtained the permission of the Planning Commission or its designee.~~
- ~~(1) Any private tree which has been declared a rare or endangered species by an agency of the state or federal government due to size, longevity, rarity, etc., and which is protected by the laws of the State of Tennessee or the laws of the United States.~~
  - ~~(2) Any private tree which has been declared by the Planning Commission or its designee to have real historical significance.~~
  - ~~(3) Any private tree which has been declared by the Planning Commission or its designee to have significant value by virtue of its size, species, location, appearance, or other distinguishing feature.~~

### 3.150.7 Development Activities

- (a) ~~Protected Trees. Developers shall indicate on site plans submitted to the Planning Commission for approval, the location of protected trees, as defined herein, which are proposed to be destroyed during the course of development. The Planning Commission may, at its option, do any or all of the following:~~
- ~~(1) Require that any protected tree(s) that is (are) destroyed be replaced according to the provisions within this Subsection 3.150.5, of the ordinance. In this respect, the replacement formula shall be that either the type and number of protected trees destroyed or the required post development ACI density shall dictate minimum replacement requirements, whichever is greater.~~
  - ~~(2) Request that the site plan be altered so as to preserve any protected tree(s).~~
  - ~~(3) Request that developer transplant any protected tree(s) to another location on the site.~~
- (b) ~~Post Development ACI Density~~
- ~~(1) There is hereby established a Minimum ACI Density, expressed as "Adjusted Caliper Inches per Acre of Area (See Section 3.150.3 herein for further guidance), for each land use classification in the Town. Within one hundred eighty (180) days following the issuance of a~~

Use and Occupancy Permit, sufficient replacement trees and supplemental trees shall be planted in order to bring the completed site to the Minimum ACI Density.

(2) The Minimum ACI Density for each primary type of land use classification shall be:

<b>Land Use</b> _____	<b>Adjusted Caliper Inches at Time of Planting</b>
Residential (total diameter required on each residential lot)	8"/lot or 1 acre whichever is greater
Service and Institutional	20"/acre
Office	20"/acre
Retail	30"/acre
Industrial	35"/acre

**Total Tree Diameters Required  
for Various Types of Land Uses\***

8"/Lot or Acre ACI Density	20"/Acre ACI Density	20"/Acre ACI Density	30"/Acre ACI Density	35"/Acre ACI Density
Residential Uses	Service and Institutional Uses	Office Uses	Retail Uses	Industrial Uses

\*See definitions a, b, c, d, e, i, and n, as cited herein in Section 3.150.3, for further clarification of the preceding table.

3.150.8 Tree Equivalency Table:

**Category I**

- Bradford Pear
- Ginkgo Black Walnut
- American Chestnut and hybrids Southern Magnolia
- Bigleaf Magnolia
- Saucer Magnolia
- Umbrella Magnolia Franklinia
- Pin Oak
- White Oak Scarlet Oak
- Southern Red Oak Willow Oak
- Chestnut Oak Northern Red Oak Shumard Oak Chinese Elm
- American Hornbeam American Beech Yellow Poplar Ohio Buckeye Japanese Zelkova
- Black Maple Norway Maple
- Red Maple
- Sugar Maple
- English Holly
- American Holly Flowering Dogwood

**Category II**

Bitternut Hickory  
Pignut Hickory  
Shellbark Hickory  
Shagbark Hickory  
Mockernut Hickory  
Butternut  
Shingle Oak  
Bur oak  
Blackjack Oak  
Chinkapin Oak  
Post Oak  
Black Oak  
Weeping Willow  
River Birch  
European White Birch  
Eastern Hophornbeam  
Sweetgum  
London Planetree  
Sycamore  
Eastern Redbud  
Yellowwood  
Horse Chestnut  
Yellow Buckeye  
Chinese Parasol Tree  
Mountain Laurel  
Sourwood  
White Ash  
Green Ash  
Blue Ash  
White Pine

### **Category III**

Lombardy Poplar  
Black Willow  
Hackberry  
Winged Elm  
English Elm  
Slippery Elm  
Rock Elm  
Paper Mulberry  
White Mulberry  
Red Mulberry  
Cucumbertree  
Pawpaw  
Sassafras  
Downy Serviceberry  
Black Cherry  
Honeylocust  
Black Locust

~~White Basswood~~

~~Black Tupelo~~

~~Persimmon~~

~~Shortleaf Pine~~

~~Virginia Pine~~

~~Eastern Redcedar~~

~~Eastern Cottonwood (hybrid only)~~

~~3.150.9 Average Tree Valuation Schedule~~

~~Category I \$150.00 to \$400.00 PER CALIPER INCH~~

~~Category II \$80.00 TO \$150.00 PER CALIPER INCH~~

~~Category III \$80.00 PER CALIPER INCH~~

~~3.150.10 Normal Maintenance and Pruning. Nothing in this section shall be construed in any way to prohibit or discourage the normal maintenance or pruning of trees throughout the community. Proper pruning with branch removal at branch or trunk junctures is required for all private trees. The practice of tree topping is prohibited on public trees and strongly discouraged on private trees, unless there will otherwise be potentially dangerous conditions created in relation to high voltage electric lines, etc.~~

~~3.150.11 Penalties. Any person violating this ordinance shall be deemed guilty of a misdemeanor, and according to the laws of the State of Tennessee shall be subject to the maximum fines allowed by law. Each subsequent day that any violation continues unabated shall constitute a separate offense.~~

BE IT FURTHER ORDAINED, that this Ordinance shall take effect 20 days after its final passage, the public welfare requiring it.

1<sup>st</sup> reading November 9, 2021

Public Hearing December 14, 2021

2<sup>nd</sup> reading December 14, 2021

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Mayor Steve Allen

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Interim City Recorder Alicia Martin, CMFO



Quoted By: Lori Dudley  
 Quote Expiration: 12/29/21  
 Quote Name: Tyler Payments - HW Lease

**Sales Quotation For:**  
 Town of Ashland City  
 101 Court St  
 Ashland City TN 37015

**Tyler Fees per Transaction**

Description	Net Unit Price
<b>Incode</b>	
Tyler Payments	
Court Tyler Payments	\$ 0.00
ERP Tyler Payments	\$ 0.00

**Third Party Software & Hardware**

Description	Quantity	Unit Price	Extended Price	Annual
<b>Incode</b>				
Hardware				
Tyler Payments Lane 5000 Annual Terminal Lease	2	\$ 0	\$ 0	\$ 552
Tyler Payments PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 360
<b>TOTAL:</b>			<b>\$ 0</b>	<b>\$ 912</b>



<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Third Party Hardware, Software, Services		\$ 912
Total Tyler Services		
<b>Summary Total</b>		<b>\$ 912</b>
<b>Contract Total</b>	<b>\$ 912</b>	

### Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

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, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- 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 accessible to 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.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o 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.
  - o 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.

o 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.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services 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. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

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.

Customer Approval: \_\_\_\_\_

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

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

P.O.#: \_\_\_\_\_

Monthly & Annualized Costs	
<u>Monthly Cost</u> – To brand, customize, access reports and payment data with unlimited logins, support and upgrades to Tyler Payments	No Cost
Development Costs	
<u>One Time Cost</u> – Complete integration into Tyler applications	No Cost
Payer Electronic Payment Costs If passing transaction costs to the payer	
<u>Payer Utility Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for utility transactions	3.00% \$2.50 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.50
<u>Payer non-utility Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for Court and Tax transactions	3.00% \$2.50 minimum
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<a href="#">Lane 3000</a> : \$396 (annual recurring) <a href="#">Lane 5000</a> : \$456 (annual recurring)



Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**SOLUTION/SERVICES:**

**4. OVERSIZE PRINTS.** Each print made on the following Equipment: C8155H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

**PRICING PLAN/OFFERING SELECTED:**

**5. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**6. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Financial Information

**7. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. C8155H2	- Refinance of Xerox Agreement	\$422.00	7%	\$79.00

**RESOLUTION NO \_\_\_\_\_**

**INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE TOWN OF ASHLAND CITY, TENNESSEE, OF NOT TO EXCEED \$5,300,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE INTERIM FINANCING FOR THE TOWN'S NEW CITY HALL 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 Town's new city hall 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 costs of the construction and equipping of a new city hall for the Town, 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 \$5,300,000, 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.

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 City Recorder is directed to cause this Resolution, with the following notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

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 Interim City 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.

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

Adopted and approved this 14th day of December, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Interim City Recorder

STATE OF TENNESSEE)  
COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City 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 December 14, 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 \$5,300,000 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 14th of December, 2021.

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Interim City 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 \$5,300,000; 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 TOWN'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 the costs of the construction and equipping of a City Hall for the Town, 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 Town (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 Town to be in the best interests of the Town 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 2021 (Ashland City City Hall Loan) (the "Bond"), in the principal amount of not to exceed \$5,300,000, and loan the proceeds thereof to the Town pursuant to the provisions of a Loan Agreement, by and among the Town, 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 Town, 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 \$5,300,000, and the Interim City 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 Town;

**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;

**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, 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 Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the Town, the loan to the Town from the Authority is hereby authorized in the principal amount of not to exceed \$5,300,000 and the Town 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 Interim City Recorder are authorized to enter into the Loan Agreement, such Loan Agreement to bear interest at a fixed rate, as the Mayor and Interim City 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, and the final maturity date 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 Town, in accordance with the terms of this Resolution and the Loan Agreement. If the Town 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 Interim City 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 Interim City 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 Town, that all or a portion of the proceeds received by the Town from the issuance of the bond to be purchased by USDA, pursuant to the Letter of Conditions, will be used in to pay the Loan in full on or before three years from the date of closing and initial funding of the Loan.

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. Reimbursement Provisions. The Town may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Authority under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The Town reasonably expects that it will reimburse such original expenditures with proceeds of the loan made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9 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 Interim City 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 10. Miscellaneous Acts. The Mayor, the Interim City Recorder, the Financial Director, 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 11. 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 12. 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 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 14th day of December, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Interim City Recorder

STATE OF TENNESSEE)  
COUNTY OF CHEATHAM)

I, Alicia Martin , hereby certify that I am the duly qualified and acting Interim City 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 December 14, 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 \$5,300,000 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 14th day of December, 2021.

\_\_\_\_\_  
Interim City Recorder

(SEAL)

**ORDINANCE #**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE BY AMENDING ARTICLE III., SECTION 4.030(F) TEMPORARY USE REGULATIONS**

**WHEREAS**, the Ashland City Planning Commission wishes to establish guidelines for temporary use permits; and

**WHEREAS**, the Ashland City Municipal Regional Planning Commission has recommended that the Zoning Ordinance of Ashland City be amended; and

**WHEREAS**, the Mayor and Council has given due consideration to said recommendation and has conducted a Public Hearing as required by law, now,

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF ASHLAND CITY, TENNESSEE that the Zoning Ordinance be amended as follows:**

4.030. Temporary use regulations. The following regulations are necessary to govern the operation of certain necessary or seasonal uses which are non-permanent in nature. Application for a Temporary Use Permit shall be made to the Building Inspector. Said application shall contain a graphic description of the property to be utilized and a site plan, to determine yard requirements, setbacks, sanitary facilities, and parking spaces for the proposed temporary use. The following uses are deemed to be temporary uses and shall be subject to the specific regulations and time limits which follow, and to the regulations of any district in which such use is located:

- A. Carnival or Circus: May obtain a Temporary Use Permit in the C-2, I-1 or I-2 Districts; however, such permit shall be issued for a period of not longer than fifteen (15) days. Such use shall only be permitted on lots where adequate off-street parking can be provided, only after a licensed mechanical engineer officially certifies in writing that all pertinent rides are safe.
- B. Christmas Tree Sale: May obtain a thirty (30) day Temporary Use Permit for the display and sale of Christmas trees on open lots in any district.
- C. Temporary Buildings: In any district, a Temporary Use Permit may be issued for contractor's temporary office and equipment sheds incidental to construction project. Such permit shall not be valid for more than one (1) year but may be renewed for six-month extensions; however, not more than three (3) extensions for a particular use shall be granted. Such use shall be removed immediately upon expiration of the Temporary Use Permit, whichever occurs sooner.
- D. Religious Tent Meetings: In any district, except the C-1, Central Business District, a

temporary structure may be permitted to house a religious meeting. Such permit shall be issued for not more than a thirty (30) day period. Such activity shall be permitted only on lots where adequate off-street parking can be provided.

E. Temporary Dwelling Unit In Cases of Special Hardship: In any residential district, a Temporary Use Permit may be issued to place a mobile home (double-wide excluded) temporarily on a lot in which the principal structure was destroyed by fire, explosion or natural phenomenal. The purpose of such placement temporarily shall be to provide shelter for only the residents of the principal structure during the period of reconstruction and to prevent an exceptional hardship on the same. Placement of such temporary structure must not represent a hazard to the safety, health, or welfare of the community. An applicant for a Temporary Use Permit as provided under this subsection must produce a written statement from the Ashland City Utilities System and the Cheatham County Health Department when applicable, approving the water supply and sewerage disposal systems of the temporary structure. Such a permit may be initially issued for six (6) months. A permit may be renewed for up to six (6) months at a time, the total time for all permits not exceeding a total of eighteen (18) months.

F. Temporary Use Permits: In any district other than industrial, a Temporary Use Permit may be issued for a maximum of 180 continuous days for the sale of farm produce grown on the premises. Only one permit, per location, shall be issued during a calendar year. At a minimum, 51 % of the produce must be grown on the property. All structures utilized for such sales shall be removed when not in use. Adequate off-road parking must be provided. All structures must be set back according to requirements of the district where the use is located.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect 20 days after its final passage, the public welfare requiring it.

1st reading:  
Public hearing:  
2nd reading:

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Mayor Steve Allen

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Interim City Recorder Alicia Martin, CMFO



## Bid Tabulation

### Mowing Agreement

Bid Opening: 12/03/2021 at 10:00 a.m.

	Company Name	Bid Totals
1.	LCJW	876. <sup>00</sup>
2.	3C <sup>15</sup>	4,075. <sup>00</sup>
3.	Bryant + Shearon	2,400. <sup>00</sup>
4.		
5.		
6.		
7.		
8.		
9.		
10.		





## Bid Tabulation

### Public Works and Police

### Department Roof Replacement

Bid Opening: 12/03/2021 at 10:00 a.m.

	Company Name	Bid Totals
1.	RSS	114,449
2.	Exola	334,000
3.	Collier Roofing	275,740.00
4.		
5.		
6.		
7.		
8.		
9.		
10.		