



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

April 06, 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

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) March 2, 2021 Workshop Meeting Minutes

REPORTS

2. Fire, Codes and IT Report
3. Police Department
4. Court Department
5. Senior Center
6. Parks Department
7. Public Utilities/Works
8. Financial Director
9. City Recorder

OLD BUSINESS

10. Arbor Loop Adjustment
11. Ordinance: Update Title 8 Chapter 1: Alcoholic Beverages

NEW BUSINESS

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

SURPLUS PROPERTY NOMINATIONS

[25.](#) Body Armor: 30 Bullet Proof Vests

[26.](#) Surplus: Forklift

EXPENDITURE REQUESTS

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

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

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 Workshop Meeting

March 02, 2021 6:00 PM

Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:02 p.m. "I am Steven Allen, Mayor for the Town of Ashland City, and I hereby call to order the March 2, 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

Ms. Reed requested some additions be added to the agenda: Urban Growth Boundary Conflict of Interest Statement, No Change Affidavit for Title VI, and Tyler Agreement for Property Taxes. A motion was made by Councilman Adkins, seconded by Vice Mayor Anderson, to approve the agenda with the requested additions. All approved by voice vote.

APPROVAL OF MINUTES

1. February 2, 2021 Workshop Meeting Minutes

A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the February 2, 2021 Workshop Meeting Minutes. All approved by voice vote.

REPORTS

2. Fire, Codes and IT Report

Chief Walker reported they staffed up this weekend and did not have many calls with the rain event. Further, Codes has been busy with development questions. Chief Walker stated he would request Chief Noe to give the IT report. Deputy Chief Noe stated as far as IT the biggest concern lately has been the move. To expand on that, on Friday the 19th they will be moving the server and an air conditioner into the IT room at Public Works. He confirmed Peace Communications is in all city locations now and they have done some maintenance on some emails and are working on disaster recovery with Dell currently.

3. Police Department

Deputy Chief Jason Matlock reported February was a steady month with several arrests. They have met about the upcoming marathon. He also stated he has a couple of items to add for surplus property for next week and will get that paperwork turned in tomorrow.

4. Senior Center

Ms. Melissa Womack stated they have gone from having two (2) or three (3) people a day to having thirty-three (33) a day. Further, with them having been vaccinated they are more comfortable to come out. She stated she received a call from the state and we will be holding

vaccine clinics March 11 and March 16 from 9:00 a.m. to 4:00 p.m. administering the vaccine. You do not have to be a member of the Senior Center to get on the list to get a shot and you would just need to call and get on the list. Councilman Greer questioned the phone number to call in and get on that list. Ms. Womack responded (615)792-3629. She stated she has passed along to the mayor a notice and she will be retiring at the end of the fiscal year on June 30th.

5. Court Department

Ms. Anita Justice-Kokowski reported that court will be held at the Sycamore Square Conference Room and other than that everything is going pretty smooth. They will be starting back court on April 1.

6. Parks Department

Mr. Scott Sampson reported the marathon will be on Saturday starting and ending at Riverbluff Park. There are about one hundred and fifty (150) runners signed up. Food commodities distribution will be tomorrow morning. The Parks Advisory Board is planning an Earth Day event for April 17 to plant flowers at Turkey Junction and are also working on hosting a Movie at Riverbluff Park April 24. He stated sports are starting up in mid March and softball and baseball are still taking signups.

7. Public Utilities/Works

Mr. Clint Biggers reported the guys did a great job during the snow plowing and such during the snow event. Further, they did have three (3) main leaks which have been repaired. He stated he met with the developer last week and they are working on connecting Skyview and Annette Drive may be able to do so by the end of the year. He reported Fairgrounds Road did not flood this weekend for the first time in years and credited this to the new culvert was installed.

8. Financial Director

Ms. Gayle Bowman stated she emailed financial reports. She further stated with the ice problems we had last month and having to cancel she would like request to have two (2) budget meetings this month. She reported we have received all of our Tennessee CARES grant money and with that the budget is looking good except fire will be asking for a budget amendment for them due to staffing during COVID. She discussed the Governor is working on another grant for next fiscal year. Ms. Bowman thanked her staff for getting payroll ran the week of the snow and ice as well as the fire department for helping with transportation during that time. She stated they are currently slammed with property taxes and catching up from being out due to ice. Councilman Adkins questioned the money from the state and how that can be spent. Ms. Bowman stated they have already been discussing ideas, but there are no known requirements for spending at this time.

9. City Recorder

Ms. Kellie Reed reported tomorrow she will have a meeting with Josh Wright to get the bid packet together at least as much as possible. They will also be talking to Vance Hamilton to discuss wrapping things up and getting everything finalized. She stated she talked to Vance today and he stated things are in order to be able to lock in the rate by the end of this month. She stated she completed the financial feasibility reports for both the City Hall and Fire Hall and they have been submitted to USDA. Vice Mayor Anderson questioned if we have submitted all the documentation. Ms. Reed stated she is waiting on one bank letter for comparison of rates, which is a requirement. Further, the Native American Tribes have been notified again as required and one (1) has responded with no issues. After much discussion Ms. Reed stated she is working on it and keeping the pressure on USDA to try to keep this moving.

OLD BUSINESS

10. Caldwell Park Discussion

Mr. Sampson stated Jennifer is working on finalizing this so if Council would like to sell the property. Mayor stated what everyone needs to be thinking about is the price and there are two (2) ways we can do this either by sealed bid or by public auction. If we can next week I would like to decide a minimum value.

11. Sale of City Hall Discussion/Agreement

Ms. Reed stated that Ms. Noe requested this be added to the agenda and she will be asking for approval next week. Further, the closing date in the agreement is for April 15. Councilman Jackson questioned when he will see the agreement. Ms. Reed stated it is in the packet.

12. Budget Amendment

Ms. Bowman stated this the second reading on the budget amendment which includes the emergency expenditure and phase one (1) of the Trail Grant.

13. Ordinance: Rezone Subdivision

Chief Walker explained the area this is located, and this was discussed years ago; however, was not properly recorded and therefore we have brought this back up to properly rezone and record.

14. Updating Title 18: Allow landlords temporary water reconnection

Ms. Bowman stated this is the second reading on this one and allows the landlord to pay a fifty dollar (\$50) connection fee initially but when reconnected they will not be required to pay that fee. Councilman Greer questioned the grace period. Ms. Bowman stated it was decided last month for up to one month.

NEW BUSINESS

15. Meals on Wheels Discussion

Mayor stated this has been an issue and if anyone has contacted you about this lets discuss this now. Vice Mayor Anderson questioned if Mid-Cumberland was ever notified about the issues. Ms. Womack stated they were notified several times as well as GNRC and nothing was ever done about it. Ms. Womack stated it was not a case of it being a bad program, but was a case of mismanagement and not cooperating with our program. Ms. Womack further stated the advisory council discussed the issues and they concluded it is better they are no longer operating out of the Center. Mayor said when he sat down with Ms. Womack and she discussed the issues and the various problems which is why he asked them to vacate. After much discussion Vice Mayor Anderson questioned if we as a city reached out to Mid Cumberland for a solution. Ms. Womack stated she did. Vice Mayor Anderson stated he hates to end the program without looking at all the options. Ms. Womack stated one of the biggest problems is the lack of space for their programming to work with our programming. She explained the programming schedule and conflicts with the Meals on Wheels programming considering the cleanup and set up issues. She stated at this time the Senior Centers are not allowed to have congregate dining. Councilman Kerrigan questioned if it is worth trying to resolve being there are space issues and the problems in the past. He further suggested contacting Mid Cumberland and advising why this isn't a feasible option for us to continue providing the facility. After much discussion Mayor stated this will be something that can be further discussed next week.

16. Ashland Farms Apartments Discussion

Councilman Jackson stated he ran across some notes he had where they were requesting ten thousand square foot of retail space as well as restaurants. He stated he spoke to Chief Walker about them not rezoning. Chief Walker stated originally it was in their plans, but they never got it rezoned to commercial for the retail. Further, they don't feel like the retail business is there to support it right now. It was already zoned R-4 and anything that is already zoned properly doesn't require the developer to go before council. Vice Mayor Anderson questioned the vacant retail spaces at Owens Place. Chief Walker responded there are about three (3) and Mr. Morrow struggles keeping them occupied.

17. Drug Free Workplace Application Renewal

Ms. Reed stated this is an annual agreement that certifies us on our Drug Free Workplace. This is certified through the state and is part of the application process.

18. Amend Servline Agreement

Ms. Bowman stated this is the insurance for the water customers. The agreement really isn't changing, but their underwriter is being changed.

19. Amend Appendix 1 of Resolution 2020-04

Ms. Reed stated this is Health and Safety Resolution and the appendix showing the locations for city buildings and the number of employees at each location. Further, with the move this needs to be corrected.

20. Ordinance: Establishing Public Arts Commission- Title 2 Chapter 4

Mayor stated he was approached by a couple of people who have requested we have this in Ashland City. He requested everyone's thoughts and ideas. Councilman Adkins questioned what they will do. Councilman Greer responded this will be for all the arts and will not just be for art shows. Further, this is one of the things cities use to attract businesses. He stated he would like to be involved. Ms. Reed stated she has done a little bit of research and has pulled some documentation. She stated she would like to talk to some of the people that were interested in forming the committee to discuss purpose and goals.

21. Update Title 8 Chapter 1: Alcoholic Beverages

Ms. Reed stated Ms. Noe requested this be on the agenda and this is to update the title with the new law changes. Further, she is working on this and hopefully will have something to add to the packet for next week.

22. Updating Title 14 Chapter 1: Municipal Planning Commission

Ms. Reed stated this is to update the Planning Commission and when the Parks Advisory Board was passed she discussed this will need to be updated as well. Further, state law dictates how the commission operates. Ms. Reed stated we have several openings for Planning Commission and Board of Zoning and Appeals as some of the terms have expired, but if anyone knows anyone that would like to get involved please let us know so they can be considered.

23. Urban Growth Boundary

Ms. Reed stated Ms. Noe talked about this this morning at the Department Head Meeting, but she asked this be added to the agenda for approval on the conflict-of-interest statement. Mayor stated this will come from the state to balance out the districts due to the population. Mayor stated the county will be required to do this as well as the cities.

24. Title VI No Change Affidavit

Ms. Reed stated she received this yesterday and they want it back within five (5) days which is why she requested it be added to the agenda. Further, this is a requirement of the Title VI program.

25. Tyler Agreement- Property Taxes

Ms. Bowman stated this is an online payment for property taxes. This will be a yearly fee of nine hundred dollars (\$900).

SURPLUS PROPERTY NOMINATIONS

Deputy Chief Matlock stated they have three (3) military surplus items that are approved to sell now and we can get them cleaned up. He further discussed the items they will be requesting to be surplus: skytrak, mobile kitchen, and cargo truck.

EXPENDITURE REQUESTS

26. 40 x 80 Metal Pole Barn

Chief Walker stated there are three (3) fire engines still at City Hall and they will need to be moved soon. They would like to build a metal pole barn at the training grounds for them to be placed there for storage. He stated he thinks he has the cost covered, but is requesting permission to bid.

27. Emergency Expenditure

Ms. Bowman discussed the emergency expenditure and how the cost has been reduced to eight thousand seven hundred dollars (\$8700).

OTHER

Mayor stated he met with Architect Josh Wight along with Chief Walker and Scott Sampson and was introduced to two (2) civil engineers. He stated they took them to the property and had a good discussion about the potential for ball fields and such at the new property. Councilman Greer stated it would be wonderful if donors stepped forward and sponsored an amphitheater down there.

Vice Mayor Anderson questioned the watershed on the ballfields behind Ashland City. Mr. Biggers stated he would take Neal Westerman over there tomorrow to look at it. Ms. Bowman stated they will be closed to customers tomorrow afternoon in order to get things moved out of City Hall.

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 7:37 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC

DRAFT

SEPTEMBER 10-12 (TENTATIVE)

PATCHWORK FESTIVAL

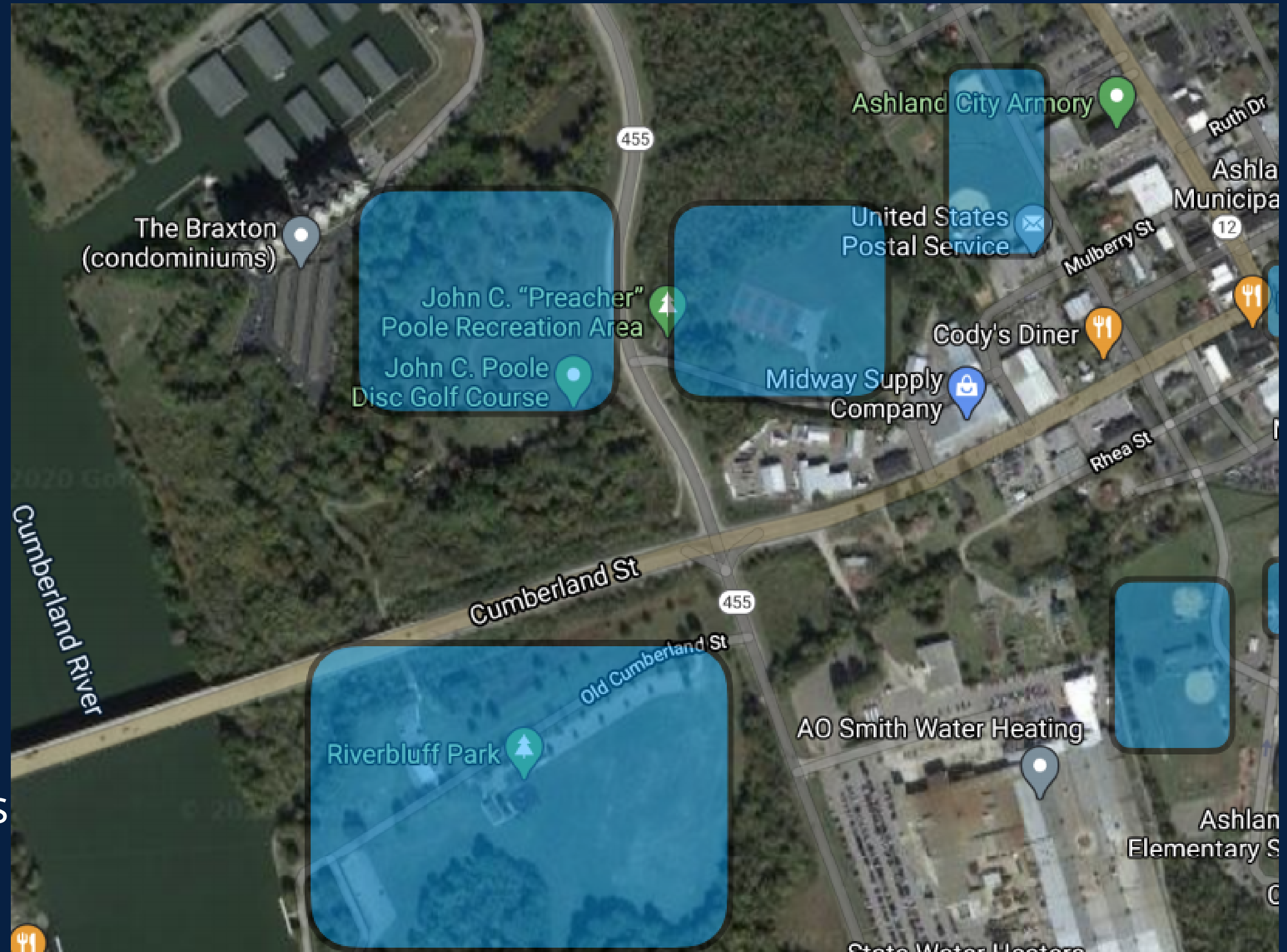
SOUTHERN MUSIC AND ARTS CELEBRATION

-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

-ACCOMMODATION-

- 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**

Estimated IT Court Cost

- Zoom- \$150.00 per year.
- Charter Internet- \$2,600.00 per year, plus \$200.00 installation
- Video Storage Device- \$3,300.00 (One time purchase)
- Computers- \$1,800.00 (One time purchase)
- Monitors- \$600.00 (One time purchase)
- Battery Backup- \$400.00 (One time purchase)
- 65" TV (for jail location)- \$700.00 (One time purchase)
- TV Mount- \$60.00 (One time purchase)
- Web Cam (for jail location)- \$70.00 (One time purchase)
- 50' HDMI Cable (for jail location)- \$60.00 (One time purchase)

Estimated first year/Upfront cost- \$10,000.00

Estimated yearly cost after first year- \$3,400.00

*prices aren't exact, and do not include tax or shipping



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>	<i>\$2,475</i>		<i>\$4,160</i>	<i>\$0</i>	<i>\$6,635</i>	<i>\$619</i>
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.


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]

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

Ashland City Fire Dept

Sold-To: Address

200 Marrowbone Ln, Ashland City, TN, 37015-4048, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Tracey Knack

6157924531

0018431751

Bill-To: Address

200 Marrowbone Ln, Ashland City, TN, 37015-4048, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Tracey Knack

6157924531

0018431751

tknack@ashlandcitytn.gov

Ship-To: Address

200 Marrowbone Ln, Ashland City, TN, 37015-4048, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Tracey Knack

6157924531

0018431751

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SPMAILSTATION	SendPro Mailstation
1	HZ00	SendPro Mailstation with 5lb Scale
1	PTJ1	SendPro Online
1	PTJ8	SendPro Mailing Included W/ HW
1	PTJN	Single User Access
1	PTKN	SendPro Mailstation Stamps 1 User
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 25.79	\$ 77.37

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
() Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

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*

An approved
licensed vendor



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



Quadient
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

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.

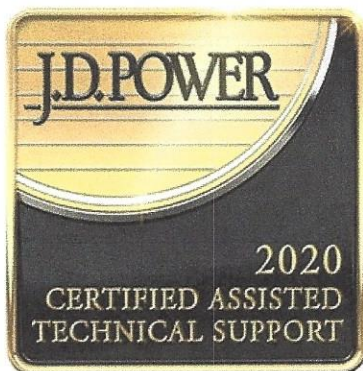
Ideal for up to 25 mail pieces/week and up to 200 shipments/month

[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 Deduct. _____

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

OTHER ARTISTS None

PRODUCTION IN HOUSE YES / NO (Circle One) NO 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) OUTDOORS 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 Term12 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	



Comcast Business Service Order Agreement

Company Name: Ashland City Fire Dept

Order # OID-0004920772

CompanyName: Ashland City Fire Dept

Order #: OID-0004920772

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email

Equipment Selection

Number of Static IPs*

Business Web Hosting

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type	Additional Comments:	
Outlet 1 - Primary	Outlet -1	TV Box + Remote		
Outlet 2 - Additional	Outlet -2	TV Box + Remote		
Outlet 3 - Additional	Outlet -3	TV Box + Remote		
Outlet 4 - Additional	Outlet -4	TV Box + Remote		
Outlet 5 - Additional			Total Occupancy	
Outlet 6 - Additional			OUTLETS 9 & UP	
Outlet 7 - Additional			QUANTITY	
Outlet 8 - Additional			TV Box + Remote	0
			TV Adapter	0

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details		Additional Voice Details	
Directory Listing (Published, Non-Published, Unlisted)		Caller ID	
Directory Listing Phone Number		Caller ID Display Name	
Directory Listing Display Name		International dialing	
DA/DL Header Text Information		Call Blocking	
DA/DL Header Code Information		Auto Attendant	
Standard Industry Code			

Hunt Group Configuration Details	
Hunt Group Features Requested (Yes/No)	
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	

Phone#	Type	HG1 Seq	HG2 Seq	Voicemail	RCF TN

CompanyName: Ashland City Fire Dept

Order #: OID-0004920772

Toll Free #	Calling Originating Area	Associated TN
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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"):

W I T N E S S E T H:

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 "rebutable 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

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

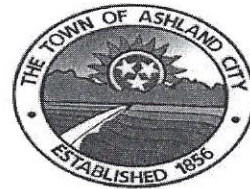
Reason for making the nomination: expired

Signature: _____

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

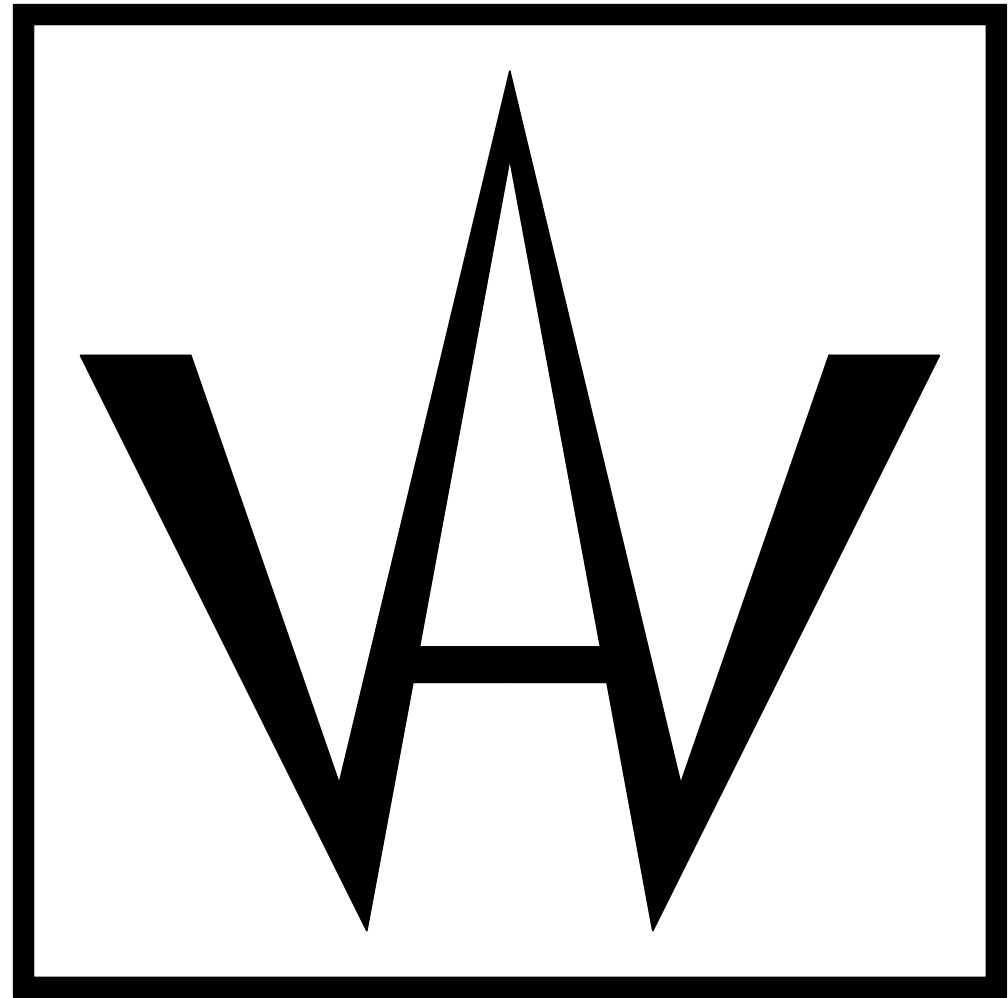
Age: 56 Asset Number: _____

Estimated Remaining Useful Life (Years): 0

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

Reason for making the nomination: Doesn't run

Signature: Clint Bugg Date: 4/1/2021

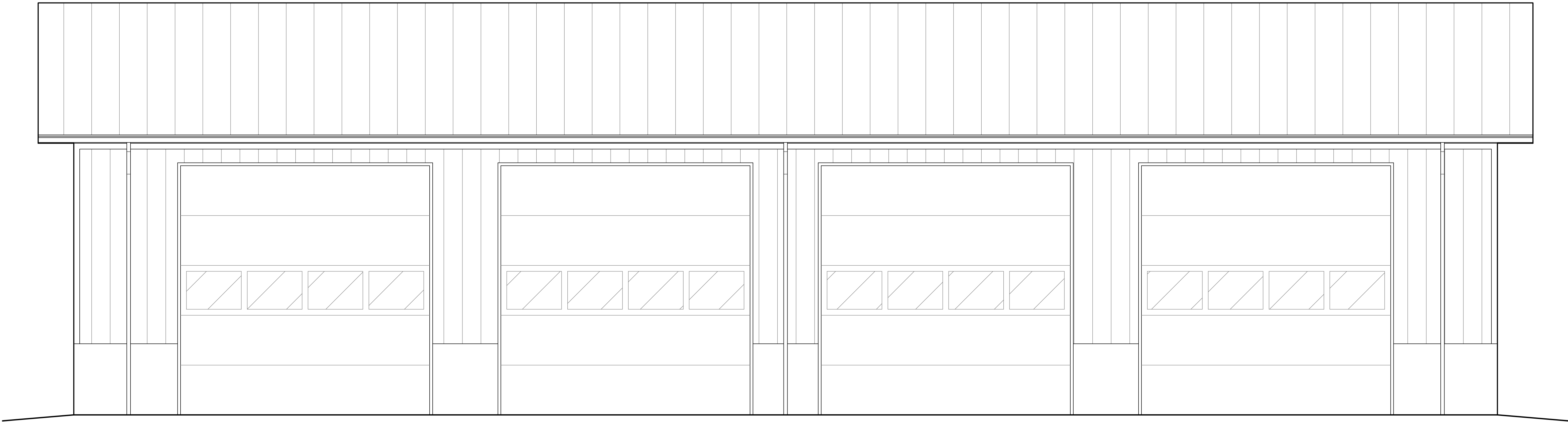


ARCHITECTURE
DESIGN
COMMERCIAL
RESIDENTIAL

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	CONT	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	SQ FT	SPECIFICATIONS	WD	WOOD
CEM	CEMENT	DIM	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	ST	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	HV	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

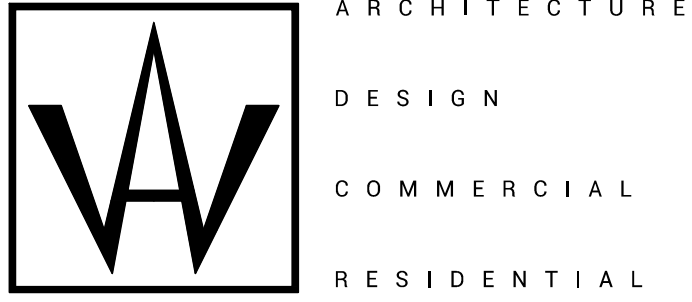
AREA

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



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e: josh@jawarc.com
w: jawarc.com

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

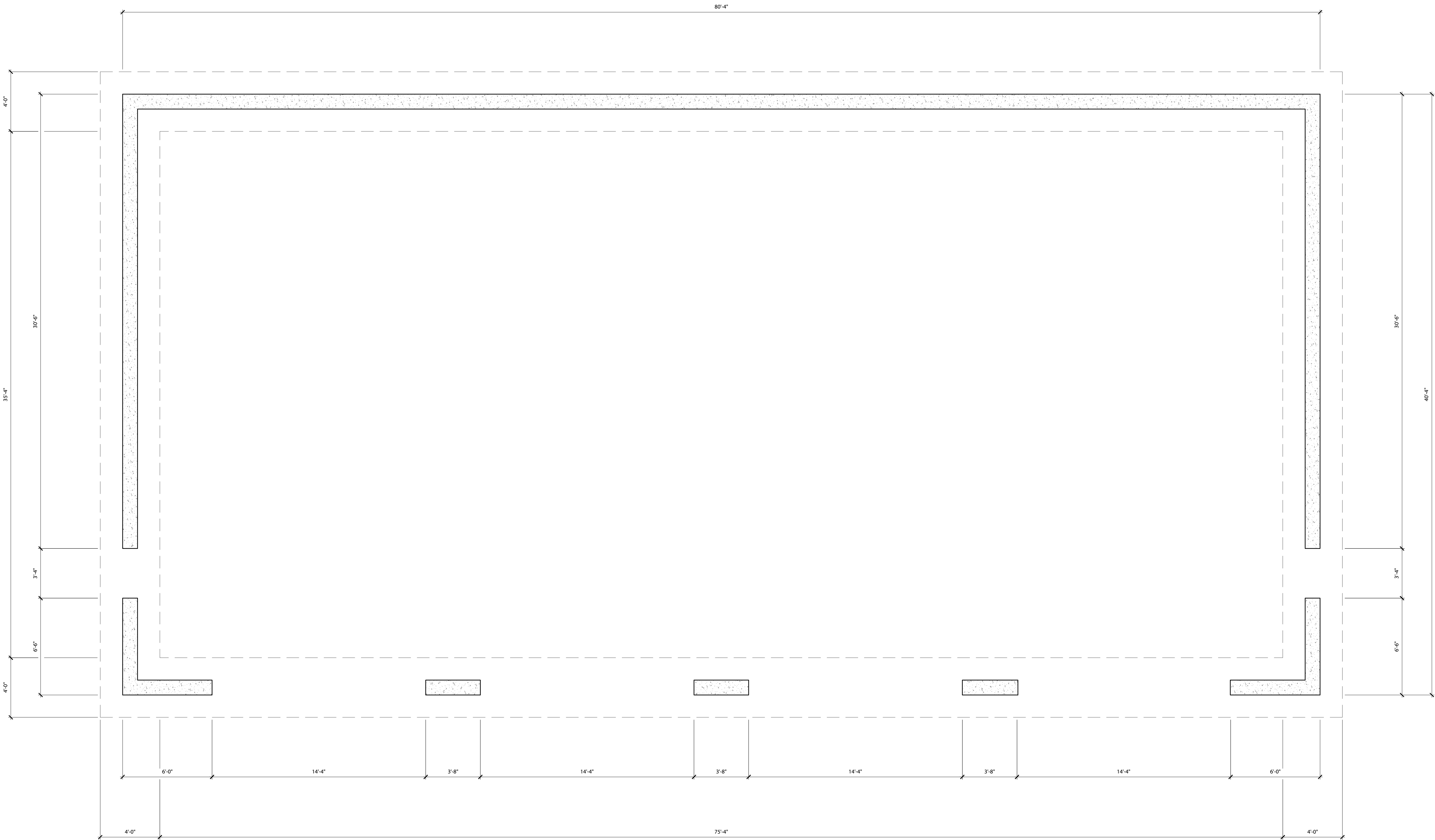
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TITLE SHEET

CONSULTANT:

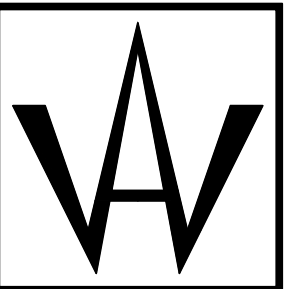
DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:
DRAWN BY:
PROJECT NUMBER: 2021 - 12

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T 1



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



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

ASHLAND CITY, TENNESSEE 37015

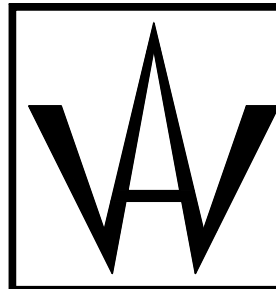
SHEET DESCRIPTION:
SCHEMATIC FOUNDATION PLAN

CONSULTANT:

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

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A2.0



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W: jawaarch.com

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

ASHLAND CITY, TENNESSEE 37015

SHEET DESCRIPTION:
SCHEMATIC FRAMING/FLOOR PLAN

CONSULTANT:

DATE:

REVISION DATE:

REVISION DATE:

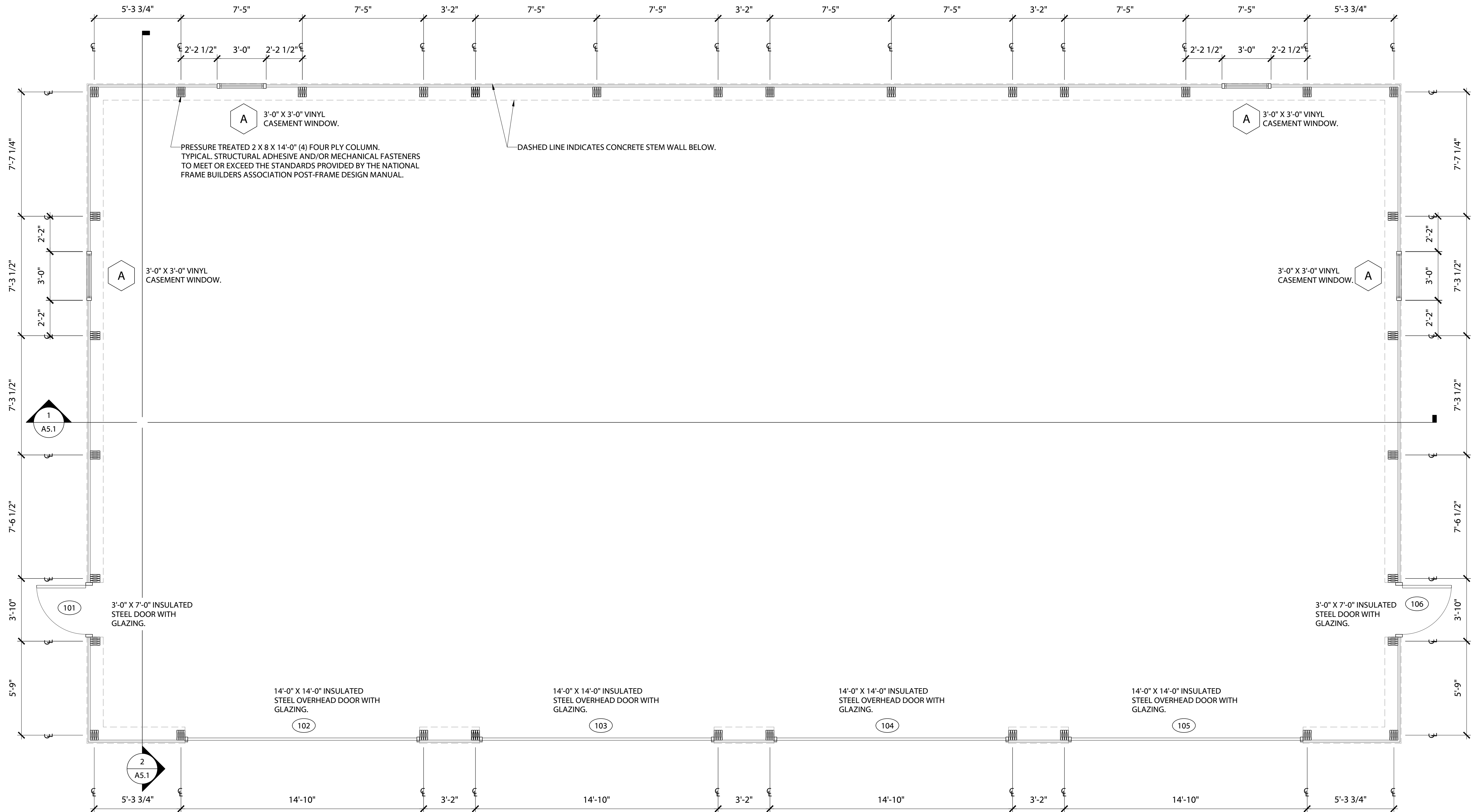
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PROJECT NUMBER: 2021 - 12

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A2.1

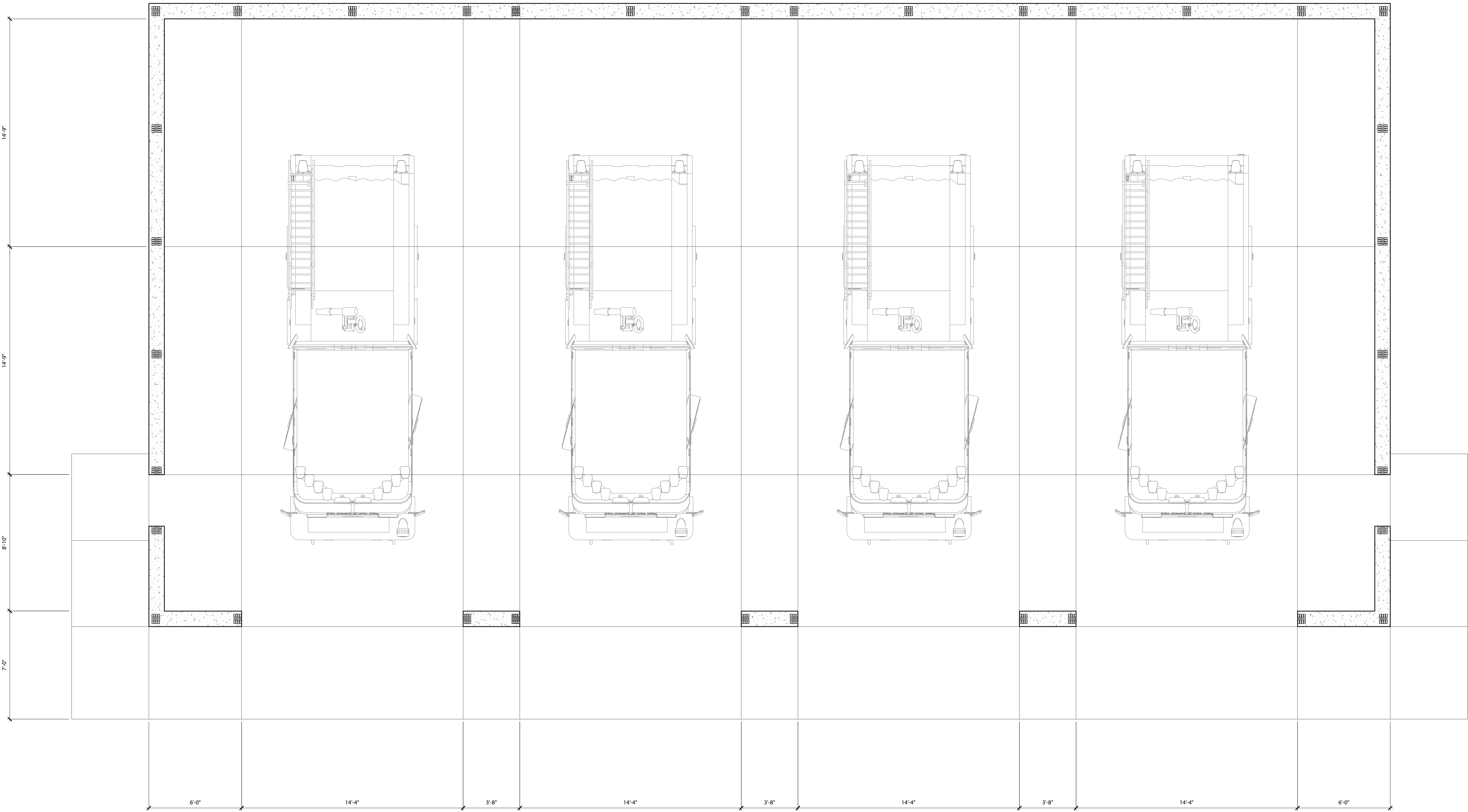


1 SCHEMATIC FRAMING/FLOOR PLAN

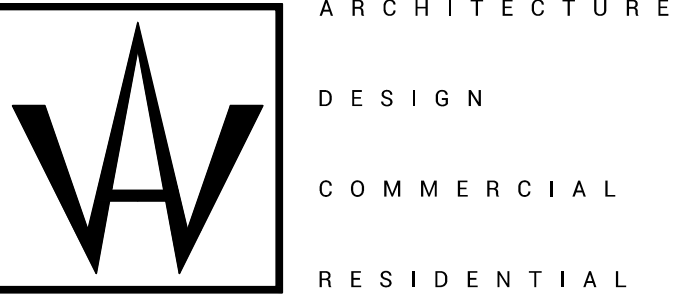
A2.1 SCALE: 3/8" = 1'-0"

GENERAL NOTES

1. ALL BRACING TO BE INSTALLED PER THE NATIONAL FRAME BUILDERS ASSOCIATION POST-FRAME DESIGN MANUAL.



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



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

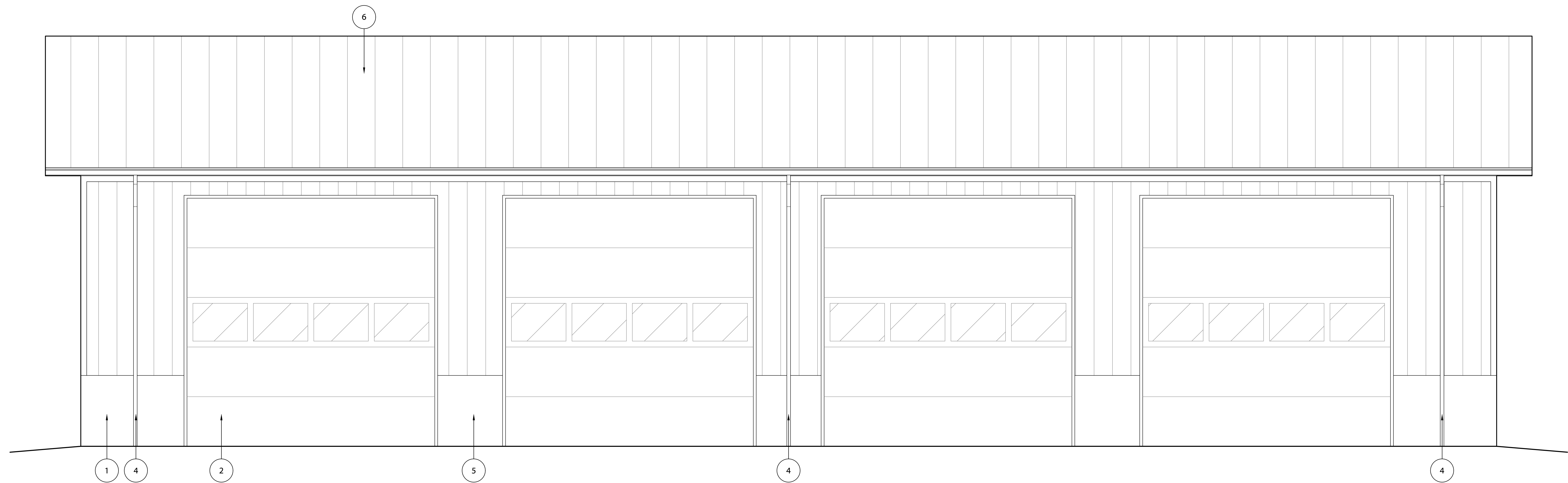
SHEET DESCRIPTION:
CONTROL JOINT PLAN

CONSULTANT:

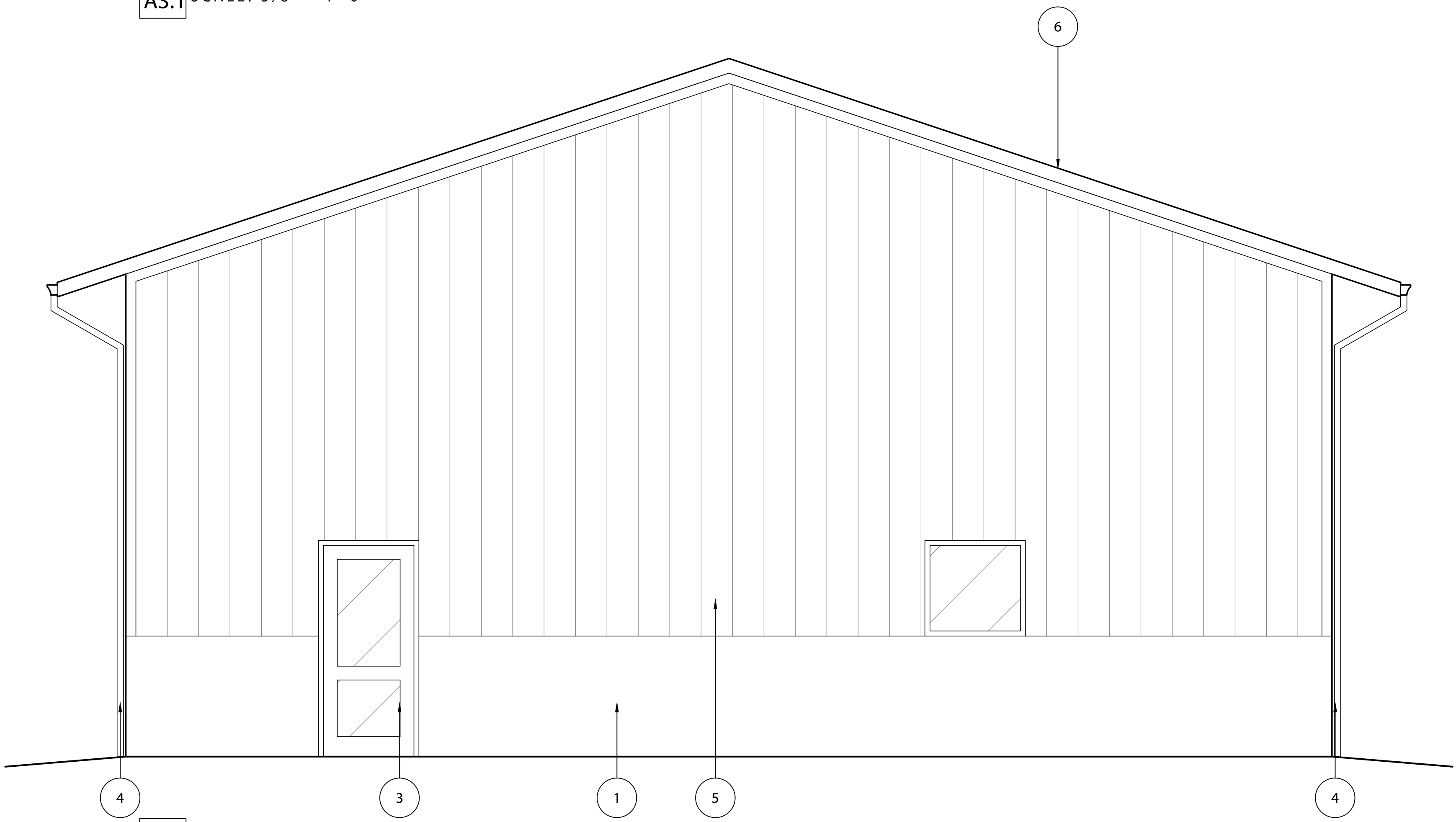
DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:
DRAWN BY:
PROJECT NUMBER: 2021 - 12

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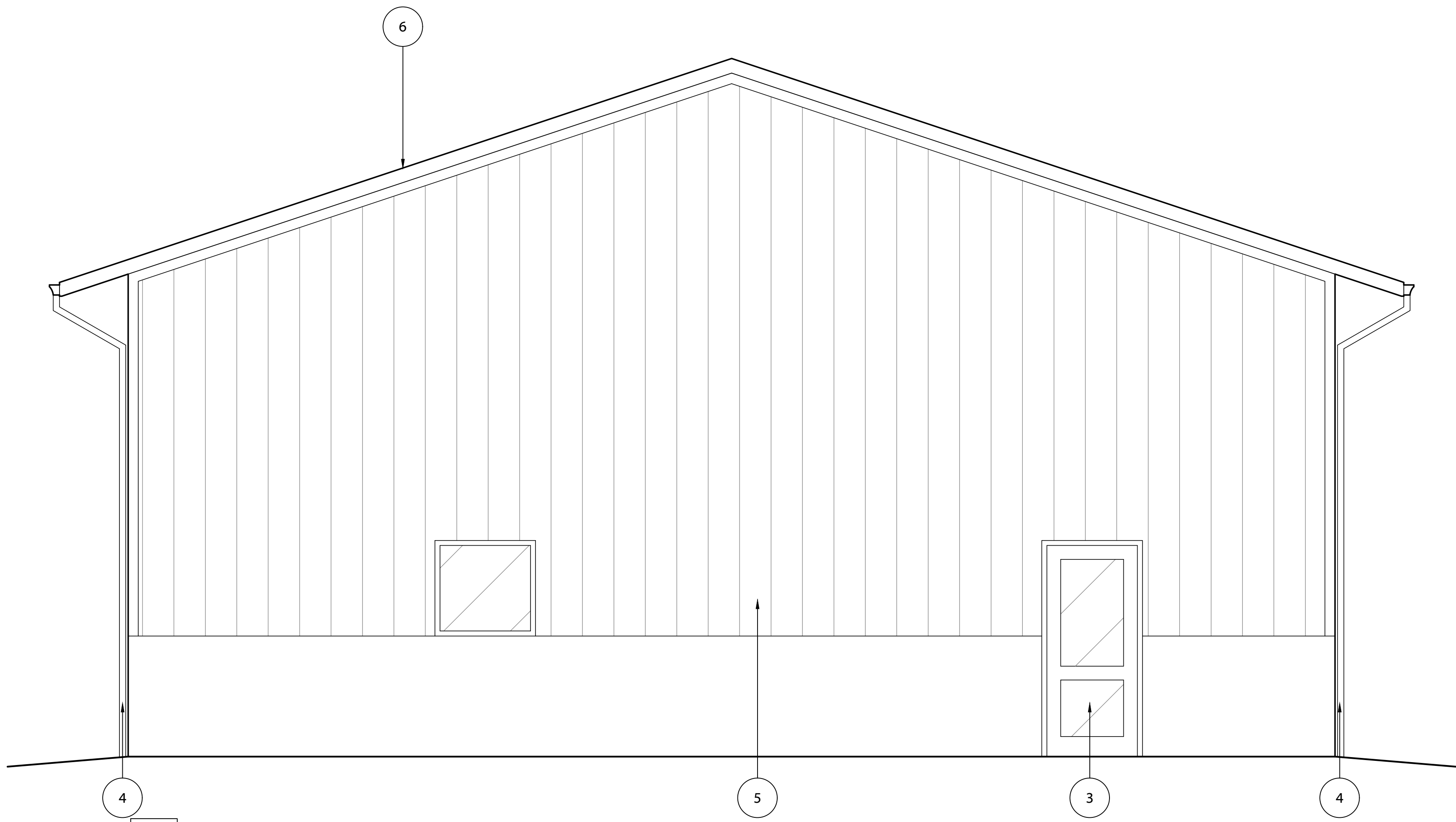
A2.2



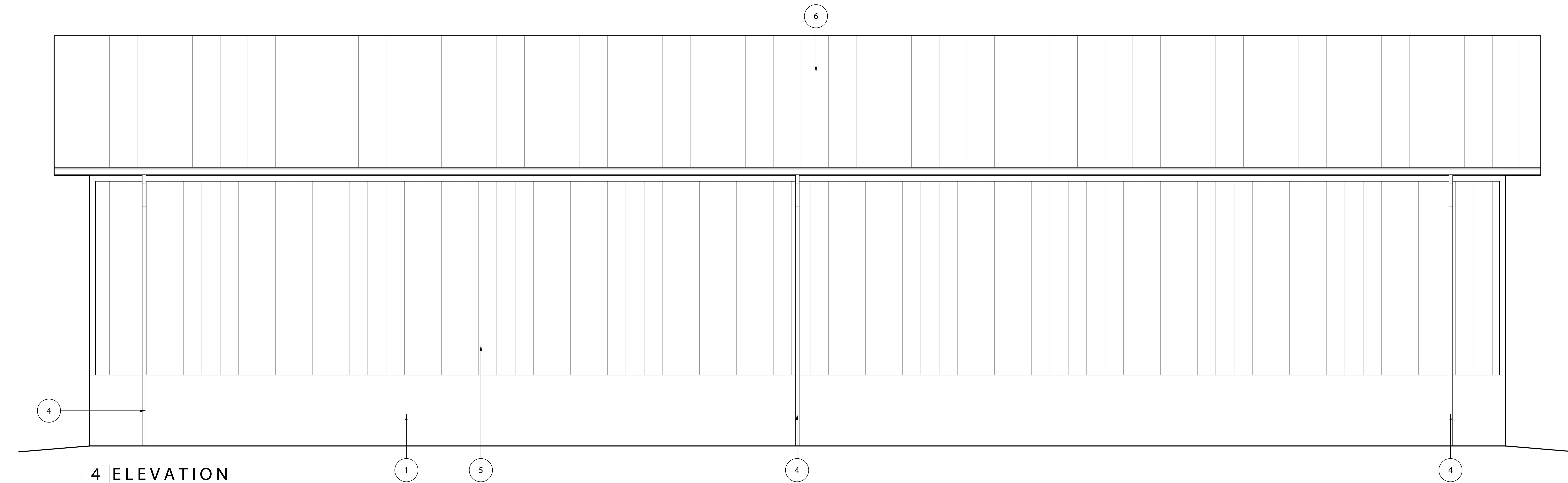
1 ELEVATION
A3.1 SCALE: 3/8" = 1'-0"



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



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



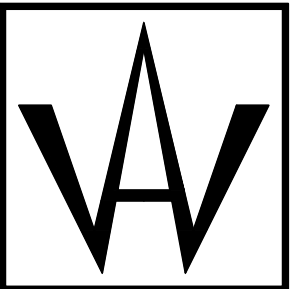
4 ELEVATION
A3.1 SCALE: 3/8" = 1'-0"

GENERAL NOTES

1. 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

1. FINISH SMOOTH AND PAINTED EXPOSED CONCRETE STEM WALL.
2. 14'-0" W X 14'-0" T INSULATED PREMIUM STEEL REINFORCED OVERHEAD DOOR WITH OPENER.
3. 3'-0" X 7'-0" INSULATED STEEL DOOR WITH GLAZING.
4. PREFINISHED 6" ALUMINUM DOWNSPOUT/GUTTERS.
5. WALL PANEL: NO. 1, 26 GAUGE, PBR PANEL, ZXL LONG LIFE FASTENERS WITH 4" R13 VINYL BACK INSULATION.
6. ROOF PANEL: NO. 1, 26 GAUGE, PBR PANEL, ZXL LONG LIFE FASTENERS, WITH 4" R13 VINYL BACK INSULATION.



ARCHITECTURE
DESIGN
COMMERCIAL
RESIDENTIAL

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E: josh@jawaarch.com
W: jawaarch.com

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

ASHLAND CITY, TENNESSEE 37015

SHEET DESCRIPTION:
ELEVATIONS

CONSULTANT:

DATE:

REVISION DATE:

REVISION DATE:

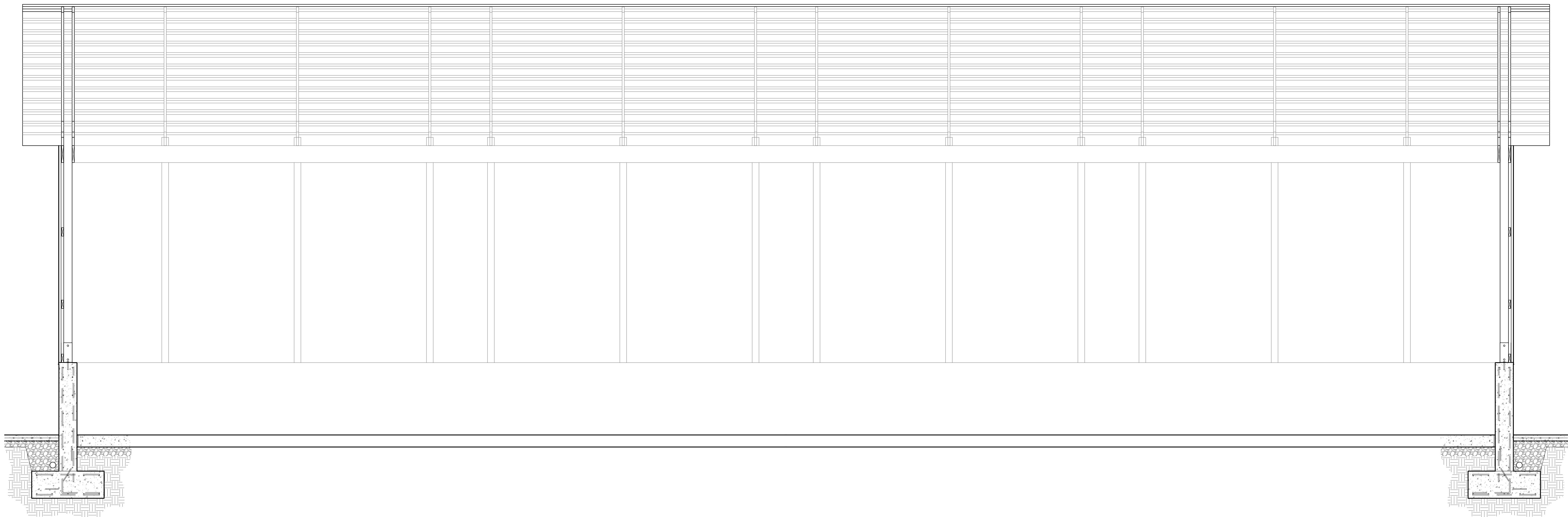
REVISION DATE:

DRAWN BY:

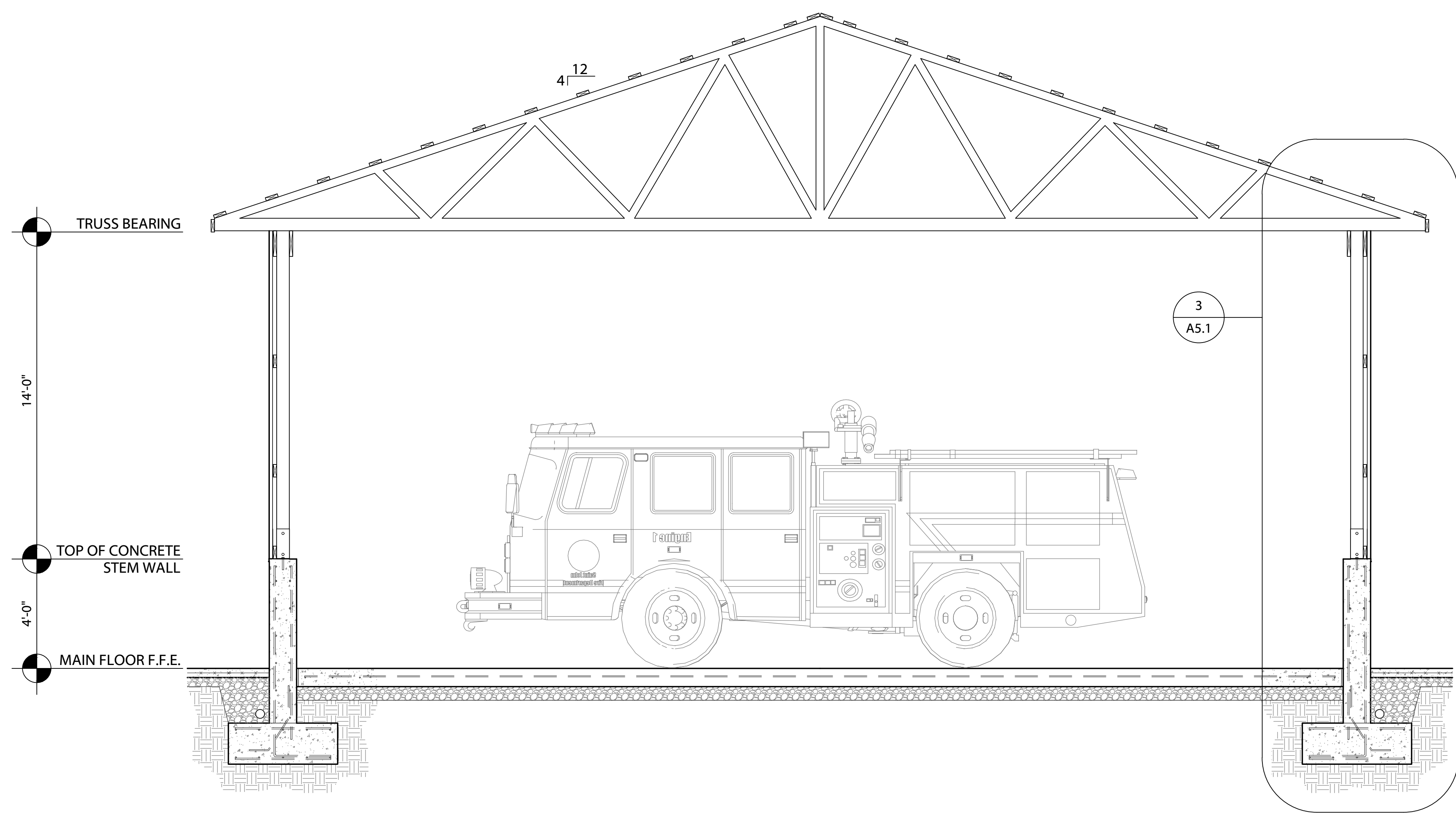
PROJECT NUMBER: 2021 - 12

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A3.1

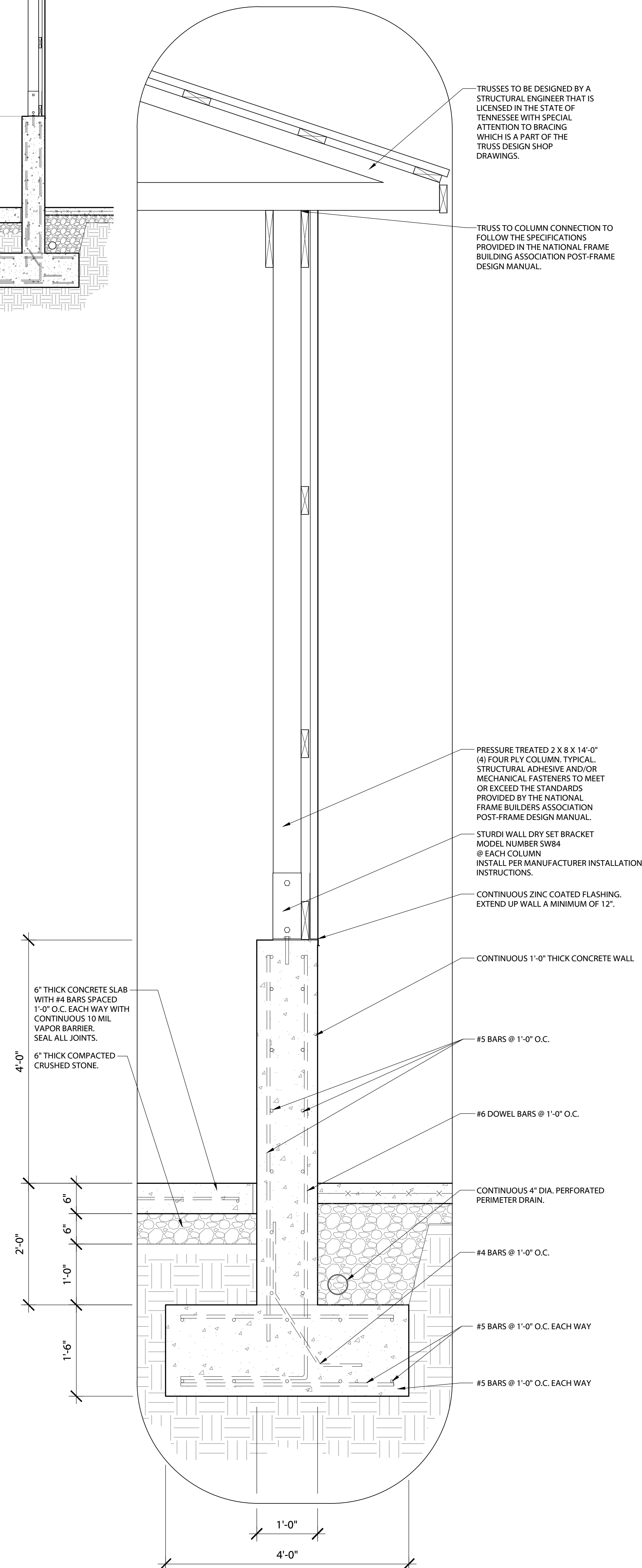


1 SCHEMATIC BUILDING SECTION
A5.1 SCALE: 3/8" = 1'-0"



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

GENERAL NOTES			
1. IT IS RECOMMENDED THAT THE OWNER HAVE A GEOTECHNICAL INVESTIGATION PERFORMED.	9. SLAB ON GRADE	11. CONCRETE	B. MINIMUM COVER FOR CONCRETE REINFORCEMENT:
2. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR APPLICABILITY OF THE REPORT DATA.	A. UNLESS SPECIFIED OTHERWISE, SLAB ON GRADE CONSTRUCTION SHALL FOLLOW THE RECOMMENDATIONS OF ACI 302.1R - GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION.	A. ALL CONCRETE SHALL BE NORMAL WEIGHT CONCRETE AND SHALL CONFORM TO THE REQUIREMENTS AS SPECIFIED BELOW, UNLESS NOTED OTHERWISE.	CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
3. DESIGN ALLOWABLE SOIL BEARING PRESSURES ARE 2,100 PSF FOR CONTINUOUS (WALL) FOOTINGS.	B. 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".	SPREAD/COLUMN FOOTINGS 4,000 PSI	CONCRETE EXPOSED TO EARTH OR WEATHER: 2" 1 1/2"
4. 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.	C. 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.	COLUMN PIERS 4,000 PSI	CONCRETE NOT EXPOSED TO WEATHER ON IN CONTACT WITH GROUND 1 1/2" 3/4" 1 1/2"
5. THE BOTTOM OF THE EXCAVATION SHALL BE CLEAN AND DRY AND HAVE ALL LOOSE MATERIAL REMOVED FROM AN ESSENTIALLY FLAT BEARING SURFACE.	D. ALL GRADE ADJUSTMENTS FOR SLAB ON GRADE CONSTRUCTION SHALL BE ACCOMPLISHED WITH APPROVED FILL MATERIAL. REFER TO TECHNICAL SPECIFICATIONS.	WALLS 4,000 PSI	SLABS AND WALLS #14 AND #18 BARS #11 AND SMALLER BARS BEAMS AND PIERS
6. EXCAVATIONS SHALL NOT BE LEFT OPEN OVERNIGHT UNLESS PROPERLY PROTECTED FROM WEATHER. OPEN EXCAVATIONS EXPOSED TO WEATHER OVERNIGHT WILL BE REJECTED BY THE DESIGNER AND IT WILL BE THE CONTRACTORS RESPONSIBILITY TO CORRECT, AT THEIR OWN EXPENSE.	E. PROVIDE VAPOR BARRIER OVER THE FINAL PREPARED SUBGRADE PRIOR TO CONCRETE PLACEMENT.	SLAB ON GRADE 4,000 PSI (NO FLY ASH)	ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 UNLESS NOTED OTHERWISE. DETAILING OF AND BAR SUPPORTS FOR REINFORCING STEEL SHALL BE IN ACCORDANCE WITH CURRENT ACI STANDARDS.
7. 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.	F. NO SLAB ON GRADE CONCRETE SHALL BE POURED AGAINST A FINAL PREPARED SUBGRADE CONTAINING FREE WATER, ICE, FROST, MUD OR OTHER UNSUITABLE MATERIAL.	B. ALL COMPRESSIVE STRENGTHS, NOTED ABOVE SHALL MEET MINIMUM SPECIFIED STRENGTH AT 28 DAYS.	REINFORCING STEEL COVERAGE SHALL BE PROVIDED AS INDICATED ON THE DRAWINGS.
8. REINFORCEMENT	10. FOR REINFORCING STEEL, REFER TO THE FOLLOWING:	ALL NORMAL WEIGHT CONCRETE, SUBJECT TO EXPOSURE OF FREEZE/THAW CYCLE, SHALL HAVE AIR ENTRAINMENT OF 5.5% ± 1% BY VOLUME.	MINIMUM LAP/DEVELOPMENT LENGTH OF REINFORCING BARS SHALL BE:
A. 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.	A. REFER TO DRAWINGS FOR TYPICAL SLAB REINFORCEMENT REQUIREMENTS.	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.	#6 BAR AND SMALLER 38 BAR DIAMETERS #7 BAR AND GREATER 47 BAR DIAMETERS
B. TOP REINFORCING MATS SHALL BE SUPPORTED OFF REBAR STANDEE 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.	B. ALL WELDED WIRE FABRIC SHALL BE FURNISHED IN FLAT SHEETS. PROVIDE LAPS (ONE CROSS WIRE SPACING + 2") AT SPLICES.	FOR REINFORCING STEEL, REFER TO THE FOLLOWING:	
C. ALL REINFORCING STEEL SHALL BE SECURELY TIED PRIOR TO CONCRETE PLACEMENT.	C. CONTINUOUS SLAB ON GRADE REINFORCING SHALL BE PROVIDED WITH LAPPED JOINTS OF 36 BAR DIAMETERS (MIN. 12") AT SPICED LOCATIONS.	A. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 UNLESS NOTED OTHERWISE.	
D. ALL REINFORCING BARS SHALL BE CLEAN AND FREE OF DIRT, CONCRETE SPOILS OR OTHER DEBRIS PRIOR TO CONCRETE PLACEMENT.	D. ALL REINFORCING STEEL SHALL BE SUPPORTED ON SLAB BOLSTERS, DESIGNED FOR SUPPORT ON SOIL, TO PROVIDE REQUIRED COVER FOR REINFORCING STEEL.		



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:

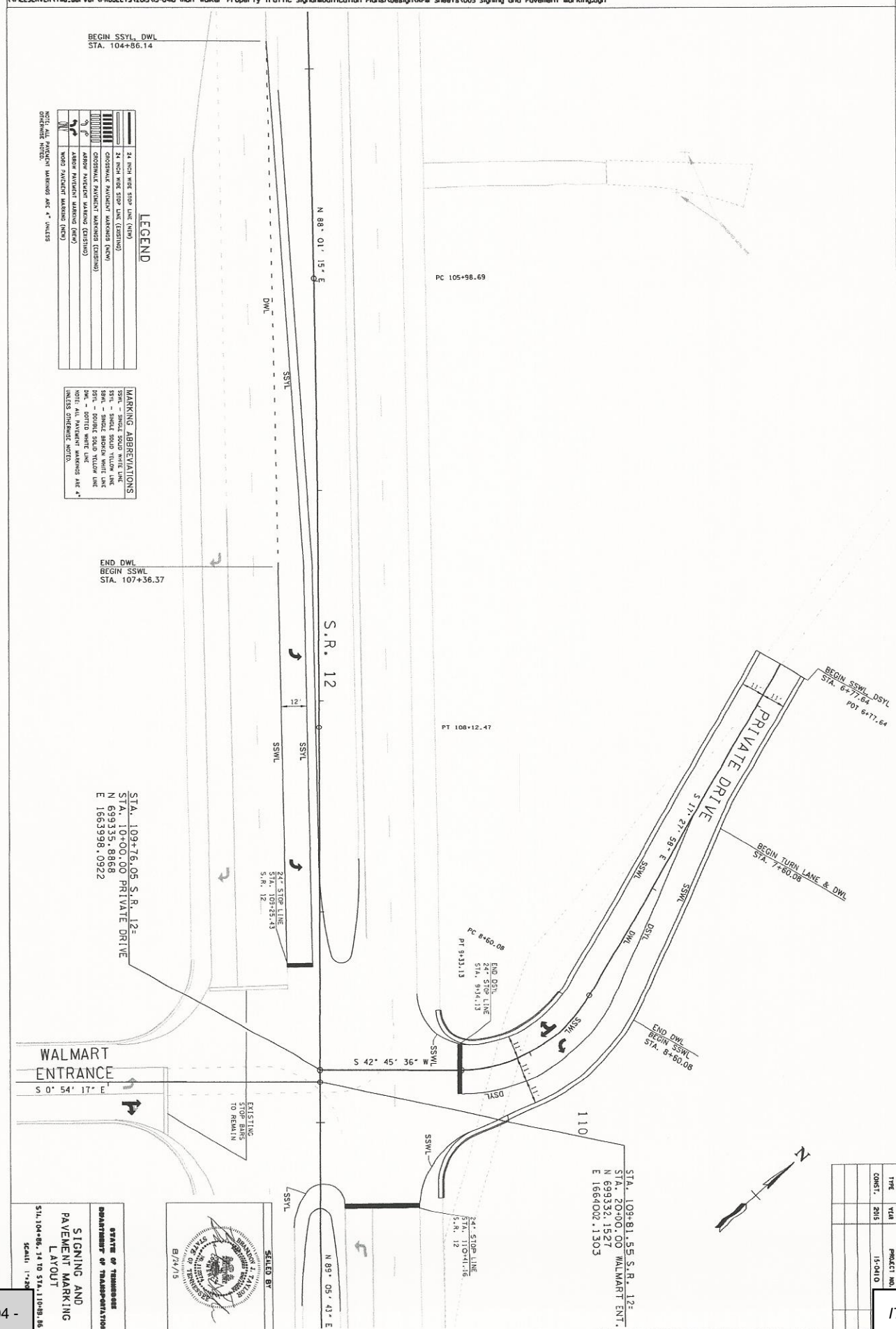
DRAWN BY:

PROJECT NUMBER: 2021 - 12

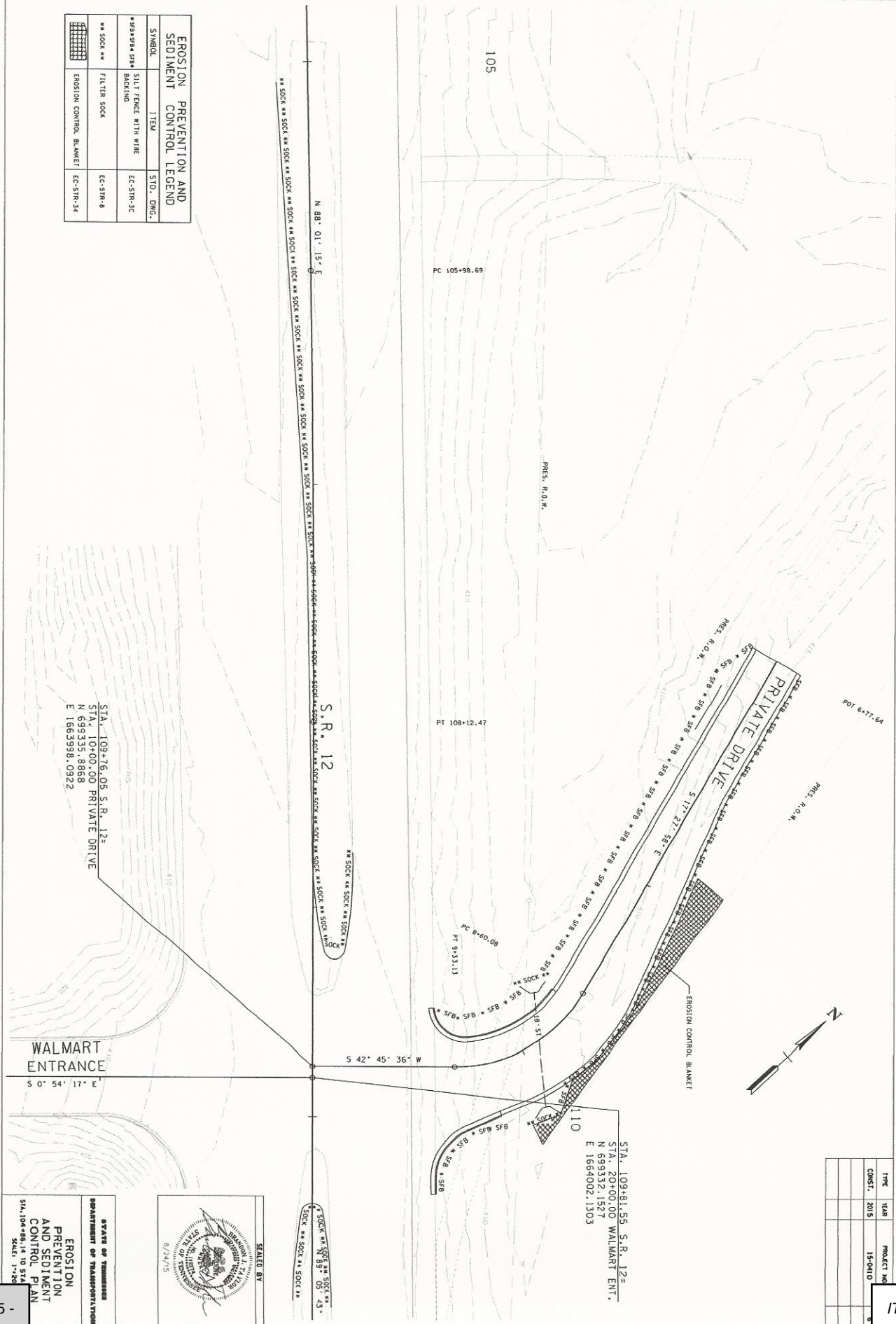
© copyright Joshua A. Wright Architect 2020

A5.1

8/25/2015 8:07:46 AM



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



TYPE	DATE	PROJECT NO.
CONST.	2015	15-0410

ITEM # 28.

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION
 EROSION PREVENTION AND SEDIMENT CONTROL PLAN
 STA. 104+88.14 TO STA. 104+98.14
 SCALE: 1"=40'



SEALED BY

STA. 104+88.14 TO STA. 104+98.14
 S.R. 12
 SCALE: 1"=40'

**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)**

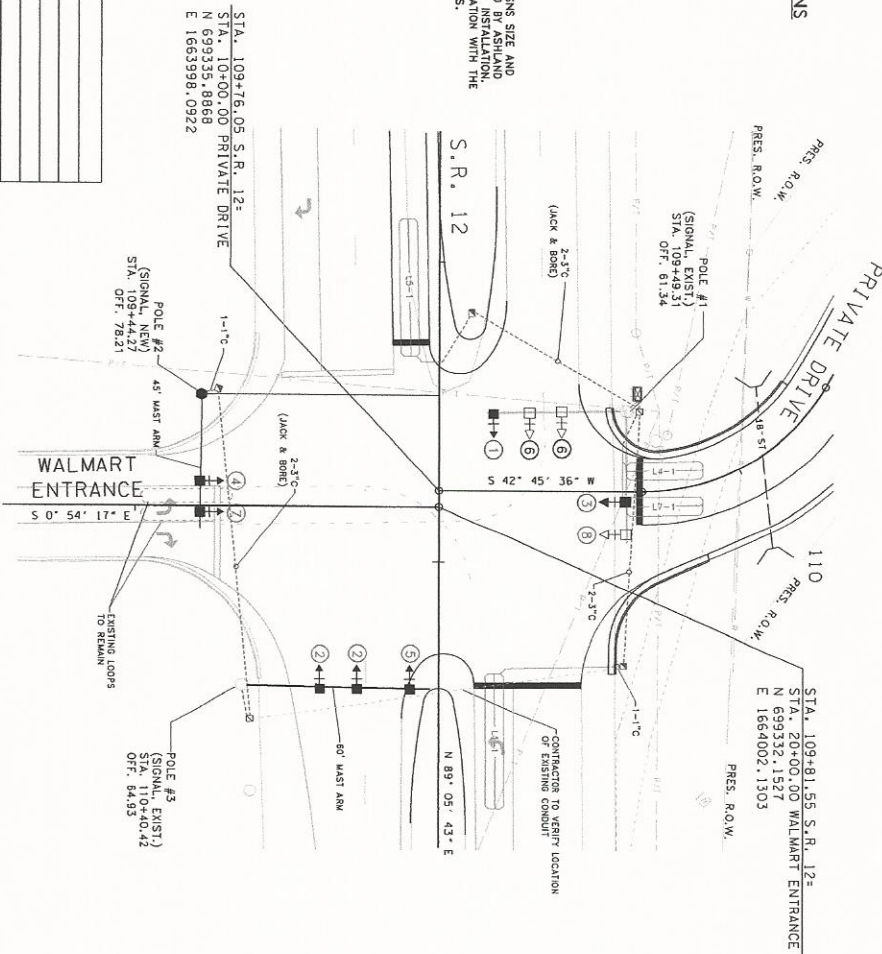


- NOTE:
- 8" U.C. LETTERS (MINIMUM)
 - 1/8" U.C. LETTERS (MINIMUM)
 - HIGH INTENSITY REFLECTIVE SHEETING
 - REFLECTIVE WHITE COPY
 - GREEN BACKGROUND

NOTE:
 SNS LETTERING SHOWN FOR REFERENCE ONLY. SNS SIZE AND LETTERING TO BE COORDINATED AND DETERMINED BY ASHLAND COUNTY PUBLIC WORKS DEPARTMENT. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE CITY, FABRICATIONS, AND INSTALLATION OF SNS'S.

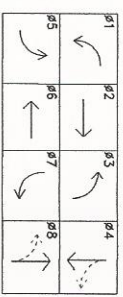
LEGEND

	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.)

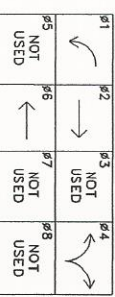


SPECIAL NOTE:
 THE CONTRACTOR SHALL VERIFY THE LOCATION AND UTILITIES SHOWN ON THIS PLAN ARE ACCURATE TO THE RPB TRANSPORTATION CONSULTANTS, LLC (TPC) BY USE AND ASSOCIATES, WHERE AVAILABLE BASE INFORMATION HAS BEEN SUPPLEMENTED BY FIELD SURVEY DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETENESS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

PHASING DIAGRAM (PROPOSED)



PHASING DIAGRAM (EXISTING)



NOTE:
 THE CONTRACTOR SHALL VERIFY THE LOCATION AND PULL BOX LOCATIONS PRIOR TO SIGNAL MODIFICATION.

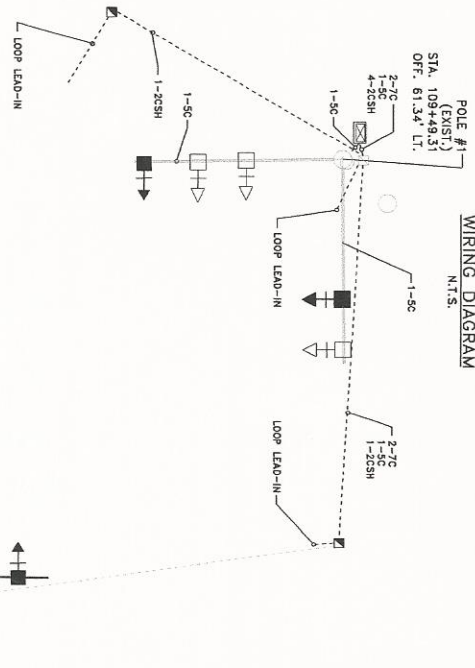


STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION
SIGNAL LAYOUT
 STA. 104+85.14 TO STA. 110+28.28
 SCALE: 1"=20'



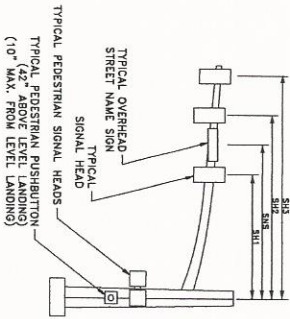
WIRING DIAGRAM

N.T.S.



MAST ARM DETAILS

N.T.S.

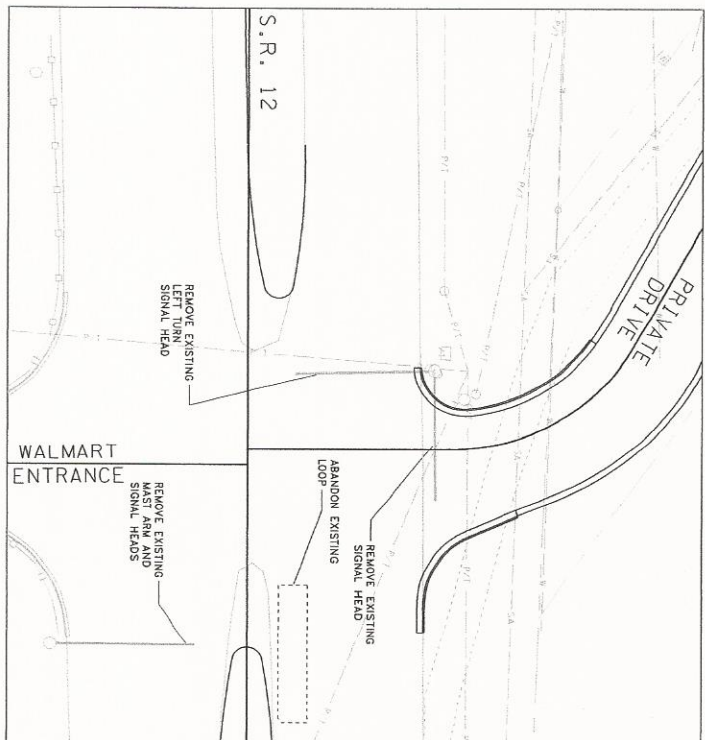


POLE	SH1	SH2	SH3	SNS
EX.#1	-	-	-	-
#2	30'-0"	40'-0"	-	35'-0"
#3	26'-0"	38'-0"	55'-0"	-

NOTE: DISTANCES BASED ON SIGNAL POLE LOCATIONS INDICATED ON PLAN. IF ANY CHANGES TO SIGNAL POLE LOCATIONS ARE MADE, THE DISTANCES TO BE PLACED IN RELATION TO TRAVEL LANE'S ACCORDING TO AHEAD AND 100' STANDARDS.

REMOVAL DIAGRAM

N.T.S.



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	1663921.6627	410.3	430.3	45'-0"	15'-0" MIN.
3	110+40.42	64.53 R	699244.5160	1664001.2610	411.2	431.2	60'-0"	EXIST.

*NOTE: FOOTING DEPTH CALCULATED UTILIZING TDOT INTERSECTION CALCULATION BASED ON ASPHO 4TH EDITION, 80 MPH WIND SPEED.

DATE	YEAR	PROJECT NO.
CONST.	2015	15-0410

ITEM # 28.



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 CompanySapankumar & Dhansukh Patel**Principal****ADDRESS** 2103 CityWest Blvd, Ste 1300 Houston, TX 77042**BY** _____SureTec Insurance Company**Surety****BY** _____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.)

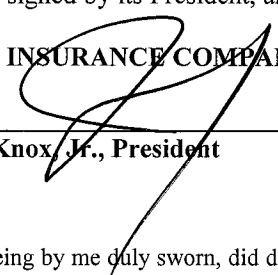
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

State of Texas
 County of Harris

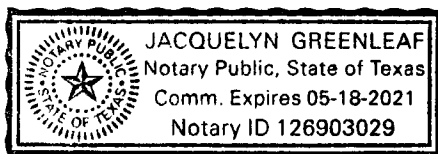
ss:



SURETEC INSURANCE COMPANY

By: 
John Knox, Jr., President

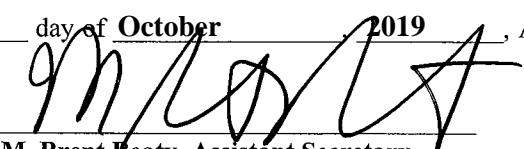
On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows 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

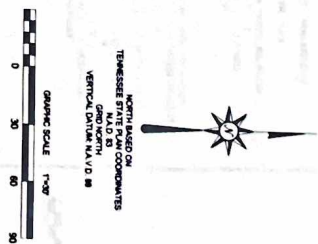
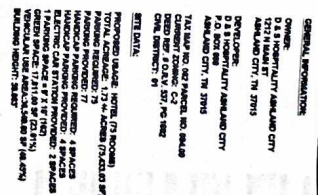
Enclosure
Cc: Derek Pryor, TDOT

All Work shall be done according to TDOT standards and Specifications








































All Striping shall be Thermoplastic

...the hours of 9am-3pm

Entire length and Width of Project shall be Overlaid According to TDOT standards and specifications



SITE LEGEND

- | | |
|---|--|
|  | BOUNDARY LINE |
|  | PROPERTY LINE |
|  | UNIMPROVED BUILDING ATTACHED LAND |
|  | POLE |
|  | ROOF OF BUILDING |
|  | IMPROVED CROWN |
|  | NOOT PILE |
|  | IMPROVED BUILDING |
|  | IMPROVED CONCRETES |
|  | IMPROVED LANDSCAPING (TALL) / GREEN SPACE |
|  | IMPROVED LANDSCAPING (TALL) / GREEN SPACE |
|  | NO FURNISHED BUILDING ATTACH |
|  | IMPROVED BUILDING ATTACH |
|  | IMPROVED RELAY DUTY CONCRETES / PAVEMENT SECTION |
|  | IMPROVED RELAY DUTY PAVEMENT SECTION |
|  | IMPROVED LIGHT DUTY PAVEMENT SECTION |
|  | IMPROVED LIGHT DUTY ATTACHED CONCRETES |
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| | IMPRO |

HAMPTON INN

SITE LAYOUT & SURFACE MATERIALS

TN HWY12, ASHLAND CITY
CHEATHAM COUNTY, TENNESSEE



330 North 2nd Street
P.O. Box 949
Clarksville, TN
P: (931) 647-6959 •

ITEM # 28.

Engineers • Surveyors • Planners

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 SPECIFICATIONS 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

adining
Permit Drawing
1 of 4

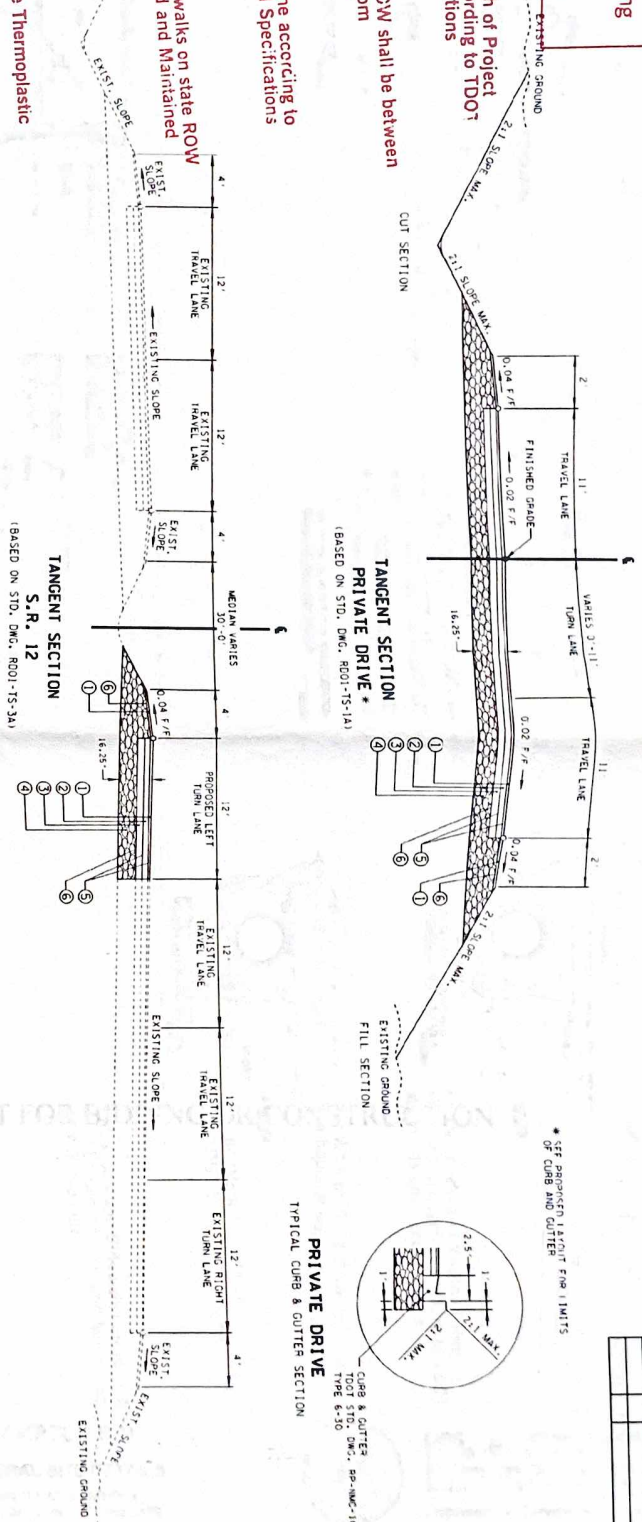
Entire Length and Width of Project shall be Overlayed According to TDO1 standards and specifications

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

All Work shall be done according to TDO1 Standards and Specifications

Entrances and Sidewalks on state ROW shall be constructed 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 ACB MIX (PG64-22) GRADING D ROADWAY @ 1.25"	② MINERAL AGGREGATE TYPE A BASE (GRADING D) @ 10"
③ 411-03.10	④ 303-01
⑤ ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM GRADING B-W2) @ 2"	⑥ BITUMINOUS MATERIAL FOR TACK COAT (SS-1)
⑦ 307-03.08	⑧ 403-01
⑨ ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A @ 3"	⑩ BITUMINOUS MATERIAL FOR PRIME COAT (RS-2)
⑪ 307-03.01	⑫ 402-01

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
TYPICAL SECTIONS AND PAVEMENT SCHEDULE

SECTED BY:
DATE: 8/24/15

TYPE	DATE	PROJECT NO.	SHEET
CONV'L	2013	15-0410	3



TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2015	15-0410	5

