



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

August 11, 2020 6:00 PM

Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Gerald Greer, Lisa Walker, Roger Jackson, Chris Kerrigan

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) June 16, 2020 Special Called City Council Meeting Minutes
- [2.](#) July 14, 2020 Council Meeting Minutes

PUBLIC FORUM

REPORTS

3. City Attorney

OLD BUSINESS:

- [4.](#) Ordinance: Amending Title 3 of the Municipal Code: Electronic Citation Regulations
- [5.](#) Ordinance: Amending Title 9, Chapter 10 Mobile Food Vending
- [6.](#) Comcast Franchise Agreement

NEW BUSINESS:

- [7.](#) BlueCross Healthy Place Projects
- [8.](#) Veteran's Memorial Park Discussion
- [9.](#) Resolution: Governor Lee's Local Government Support Grant
- [10.](#) Bass, Berry, and Sims Engagement Letter and Resolution
- [11.](#) Bass, Berry, and Sims Engagement Letter and Resolution
12. Property Purchase Discussion: 125 Vine Street- Map 049 N Parcel 11.00
- [13.](#) Budget Amendment #1 FY 2020-2021

EXPENDITURE REQUESTS:

14. Permission to bid: Shade Structures
15. Permission to bid: Pour in place surface at Fire Station II playground
16. Permission to bid: Construction of City Hall and Fire Station II.
- [17.](#) Permission to Bid Road Resurfacing: Little Marrowbone, Marrowbone Lane, Maple Drive, Orchard Lane, Adkisson Street, Hale Street, Thompson Road, Plum Street, Holloway Drive, Bowker Street, and Riverbluff Park

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
Special Called City Council Meeting
June 16, 2020 6:00 PM
Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:01 p.m. and declared a quorum.

ROLL CALL

PRESENT

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

APPROVAL OF AGENDA

A motion was made by Councilwoman Walker, seconded by Councilman Greer, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. Council Meeting Minutes June 9, 2020

A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the June 9, 2020 Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

None.

OLD BUSINESS

2. Ordinance: Adopt 2020-2021 Fiscal Year Budget

AN ORDINANCE OF THE CITY COUNCIL FOR THE TOWN OF ASHLAND CITY, TENNESSEE ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Ordinance Adopting the Annual Budget and Tax Rate for the Fiscal Year 2020-2021. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilwoman Walker Voting Nay: Councilman Jackson.

NEW BUSINESS

3. Ricoh Lease Contract

Mayor explained this is a contract for the copier at the Police Department and it will save them approximately four hundred dollars (\$400) a month according to Chief Ray. A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to approve the Ricoh Contract with any mark-ups and approval from the City Attorney Jennifer Noe. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

4. RFQ Engineering STBG/TAP Grant

Scott Sampson stated we received ten packages from engineering firms the selection committee scored the packages individually and narrowed it down to three (3) firms: AECOM,

Wiser, and Kimley Horn. After such phone interviews were conducted and the committee has recommended Kimley Horn. Vice Mayor Anderson asked where the firms are located. Mr. Sampson stated Kimley Horn is out of Nashville, Wiser is located in Murfreesboro, and AECOM is in Franklin. Vice Mayor Anderson questioned if they have experience in these types of grants. Scott replied yes the score sheet has a category for experience and they all scored well. Councilman Adkins questioned the experience with the city what have they done. Mr. Sampson stated Kimley Horn did the plan for the sidewalks, the complete streets plan. Vice Mayor Anderson questioned the weak points. Mr. Sampson stated there were no weak points, but they have a lot of experience working with TDOT. He further stated he called another City Manager and questioned how they are to work with and received a good recommendation. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve Kimley Horn as the engineering firm for the STBG/TAP Grant.

OTHER

None.

ADJOURNMENT

A motion was made by Councilwoman Walker, seconded by Councilman Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:12 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC



TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting July 14, 2020 6:00 PM Minutes

CALL TO ORDER

Mayor stated, "Good evening everyone, this is the regular scheduled meeting of the Ashland City Council July 14, 2020 at 6:00 p.m. I, Steve Allen, Mayor for the Town of Ashland City hereby call to order the July 14, 2020 Council Meeting of the Ashland City Council. Due to the COVID-19 pandemic, in accordance with Governor Bill Lee's Executive Order, this meeting is being conducted with limited physical public access. The meeting is being available however to the public via live video stream on the zoom application. The meeting is being done by electronic means to protect the public health, welfare, and safety of the 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
Councilwoman Lisa Walker
All members reported by electronic means.

PRAYER AND PLEDGE

Chaplain Charles Gains led the prayer and pledge.

APPROVAL OF AGENDA

Ms. Gayle Bowman stated she would like to add three (3) things: Resolution for Firefighters Grant, land discussion, Dell Lease Agreement. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the agenda with the added items. All approved by voice vote.

APPROVAL OF MINUTES

Ms. Bowman stated there are no minutes as Ms. Reed has the paperwork and they will not be able to review the minutes until she returns.

PUBLIC FORUM

Dr. Yasmin Alley - Riverview Lane Property owner: Dr. Yasmin stated she would like to speak in opposition to the rezone on Highway 12. She further stated her property is about twelve hundred (1,200) yards from her property. She stated they moved here to escape the noise, traffic, and constant development in Nashville and the last thing they want is to live on the edge of an Industrial zone, which will disrupt their lives and will negatively affect their property value. She further complained about the blasting and stated she would like to see the property stay residential.

Michael Cook - 1045 Riverview Lane: He stated they moved here almost three (3) years ago and he would like to back up what Dr. Yasmin said. Further, they are requesting the property not be industrial. He stated there is only one direction from the road path going up to the property and the turn around would not be a safe turn.

Zada Law - 1039 Riverview Lane: Ms. Law stated she has owned and lived here nineteen and a half (19 1/2) years and is here to speak in opposition to the parcels being rezoned to industrial. She further stated this is adjacent to residential and it is inappropriate to zone this property as industrial. She

explained the rezone would hurt their property values and the land use plan shows these lots as residential. She requested the City Council follow their adopted land use plan and not allow industrial to encroach on a residentially zoned area.

David Schlundt - 1039 Riverview Lane: Mr. Schlundt stated he has been a citizen of Ashland City since 2001. Mr. Schlundt stated he would like to read some from the Ashland City Zoning Ordinance, "The purpose of this ordinance is to promote the public health safety, morals, convenience, order, prosperity, and general welfare by, and then it lists a number of criteria such as enhancing: the character and stability of residential, business, commercial, and industrial areas, and promoting the orderly and beneficial development of such areas." He then stated he would like to skip to the end and read, "the separation of certain objectionable land uses as per the following: there are some uses which because of their very nature are recognized as having serious objectionable operational characteristics, particularly when several of them are concentrated under certain circumstances thereby having a deleterious effect upon the use and enjoyment of adjacent areas." He stated there are special regulations in the zoning code that cover this and the area being considered is exactly what is being talked about in the zoning ordinance as it is an area that is adjacent to industrial and many of the residential parcels are adjacent. He stated by allowing industrial into the hill, which serves as a buffer, it goes against what the zoning code is all about. He urged the council to reject the zoning changes as it is not well suited for this development and will be a traffic hazard.

Micah Ferebee - 1811 Highway 12 South: Mr. Ferebee stated my property is across highway from the area we are discussing. He stated he is against the change in the zoning as there are a few houses on his side of the highway as well as homes on the other side. This is a residential area and to piggy back off of one of the others it is a nice hill that serves as a buffer between Industrial Park and our neighborhoods. He questioned what will be stored on the property and will they be dumping on the property. He voiced concerns about traffic and times trucks will be going in and out of the property as well.

Jason Hoffman - Property Manager for Vibe Reality: Mr. Hoffman stated Vibe Reality manages the property at 120 Arbor Loop they were informed by Ms. Bowman of a water bill, which was a little bit of a surprise, in the amount of three thousand five hundred and eighty-six dollars and seven cents (\$3,586.07), but this was not because of a leak. He stated it was because Ben Burgess has not been reading the meter correct for the last year. He further stated they are fine paying a higher amount, but they have tailored the leases to historic usage and moving forward an increase is ok, but to have to pay thirty five hundred dollars (\$3,500) all the sudden is a big dent and he would like to ask for mercy. Mayor Allen questioned who is responsible for reading the meter. Mr. Hoffman stated he went to Public Works Director Mr. Clint Biggers and was told Ben Burgess is responsible for reading the meters and this is a third party company. Mayor asked what Servline said about this. Ms. Bowman stated Servline will not cover this because it is not a leak. Mr. Hoffman stated they are fine settling with some kind of amount, but that is a lot to pay at once. Mr. Biggers explained the meter was changed to a digital meter and its a harder one to read the last number was left off the reading and was being read in hundreds instead of thousands and he was not being charged the full amount; however, they still used the water. Mr. Biggers stated he is sorry it happened but still the water was used. Vice Mayor Anderson questioned if the contractor reads those meters. Mr. Biggers replied yes. Vice Mayor Anderson stated, but ultimately we are responsible for them and realistically it is not on the customer it is on us. Further, if we have a mess up we have to own up to it. Mr. Hoffman stated this has been misread since 2018. Mr. Biggers stated this is an eight (8) unit complex and is not a single dwelling. Councilman Jackson questioned who is responsible for teaching these people how to read these meters. Vice Mayor Anderson stated if we have messed up for two (2) years he doesn't expect them to pay it all right off the bat with it being our fault. Councilman Greer suggested if they come up with an amount to spread the payment out over maybe a year period of time especially given the state right now. Vice Mayor Anderson questioned how it was noticed just now. Mr. Biggers stated it was a reread on this month's list. Ms. Noe stated if we misread them there should be some limit as to the liability and she would like time to look into this and report back at next month's meeting. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to let Ms. Noe look into this further. All approved by voice vote.

Jenny Jones - 1125 Allenwood Drive: Ms. Jones stated she would like to speak about the rezone request on Highway 12. She has lived here for twelve (12) years and she doesn't think it should be rezoned industrial. She stated this will be a disturbance to their everyday lives and is concerned about the noise especially since she works from home and attends many conference calls during the day. She stated they have already had to deal with the blasting that is happening and the shaking of their homes. She stated she imagines this will cause some damage over time to their property. Also, depending on what is built they may have to deal with daily noise or smells from any chemicals.

Judge James Stinnett Jr. - Neighboring property for parcels in question: Judge Stinnett stated he is opposing the rezoning to industrial and being he lives next door to the property he hears more than probably anyone else. The blasting affects him more than anyone else as a small rock went through his wife's hair, but it did not hurt her, and another rock knocked a chunk out of his home. He stated he understands the blasting is over with and everyone that has spoken tonight has said everything he wanted to say, but he has lived there for twenty-two (22) years and has lived in Ashland City since 1969. He stated he has served this city more than half his life and is ninety (90) years old. He has served as city attorney for twenty (20) some odd years, judge for another twenty (20) some odd years. His wife has served on the planning commission and has been serving on the county board of equalization representing the city for some time. He stated they have helped the county and they want to live the rest of their lives here. He stated they purchased the property for one hundred and twenty thousand dollars (\$120,000) and the property currently appraises for three hundred and nineteen thousand dollars (\$319,000), but if this is rezoned and industry goes up there it will be detrimental to property values and will be detrimental to Ashland City.

Jason Walker - 1156 Peter Pond Road: Mr. Walker stated the reason we are wanting to build a shop on this parcel is they are currently operating out of Davidson County and they want to come back to Cheatham County and are wanting to get back toward Ashland City. He stated the backside of the property is zoned industrial now and TDOT has already been out to survey turning lanes. He stated the drivers are laying on gravel working on trucks in hot and cold. Further, they leave out at six o'clock in the morning (6:00 a.m.) and come back in the evening. He stated all they be doing is starting the truck and leaving and this will not be a loud environment. He stated they would really like to have a shop at this property. He stated he is open to any questions. Mayor stated they will get into this further when it comes up on the agenda.

OLD BUSINESS:

1. Comcast Franchise Agreement

Ms. Noe stated she has been in contact with the representative and has gotten the changes they have made, but she would like to defer this to next month. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to defer this until next month. All approved by voice vote.

2. Resolution: Governor's Local Government Support Grant Funding

Ms. Bowman stated this is for the one hundred and thirty-three thousand six hundred and eleven dollar (\$133,611) grant and is on the agenda in order to make a decision on how to spend the money. Mayor stated he would like to defer this to a budget meeting to talk this through and asked the council's wishes. Councilwoman Walker stated she would like to suggest splitting the money between the departments equally and letting them decide how to spend it. Councilman Jackson stated he doesn't think that would be enough money to do anything with. After some discussion a motion was made by Councilman Kerrigan, seconded by Councilman Jackson, to defer this to the budget meeting for further discussion of putting toward a project. All approved by voice vote.

3. Amending Title 8: Chapter 2 of the Municipal Code

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 8 ALCHOLIC BEVERAGES, CHAPTER 2: BEER, IN ITS ENTIRETY. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve Ordinance revising Title 8 Chapter 2. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan,

Councilwoman Walker.

NEW BUSINESS:

4. Rezone Request: Highway 12- Map 62 Parcel 041.00 and 041.01
Mayor stated he would like to go ahead and discuss the rezone request and questioned if that was ok. Ms. Noe stated it will need an approval and asked for council to make a motion to clear up some of the people in the zoom. A motion was made by Councilman Adkins, seconded by Councilman Greer, to move up this discussion. All approved by voice vote.
Mayor stated this a rezone request for Highway 12 Map 62 Parcel 041 and 041.1. He stated everyone has heard from the opposition and the owner and this is for first reading, but will require two readings. Ms. Noe stated this would require a public hearing for the second reading as well. Further the planning commission voted it down, but it automatically goes to council and they can override the planning commission. She stated the council has to vote yes or no to rezone. A motion was made by Councilman Greer, seconded by Councilwoman Walker, to deny the rezone request. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilwoman Walker. Voting Nay: Vice Mayor Anderson, Councilman Kerrigan.
5. Resolution: Updating Wage and Salary Policy and Pay Table
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING THE WAGE AND SALARY POLICY GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY. Ms. Bowman stated this is changes that are being made because there are two (2) employees that are going out of the pay table with the salary increase. She further stated what they are suggesting is changing every number on the pay table every year for the cost of living. Further, if the overall cost of living increase is two percent (2%) every number on the table will go up by two percent (2%). She reviewed the verbiage for the changes within the policy and stated for the pay table they deleted a number of positions that are no longer in use and explained the rates are based on full time employment. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the Resolution Updating the Wage and Salary Policy. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
6. Resolution: Updating Purchasing Policies and Procedures
A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION 3 OF THE PURCHASING POLICIES AND PROCEDURES. Ms. Bowman reviewed the verbiage stating refunds will be for five dollars (\$5.00) or more. She further stated Ms. Jamie Winslett had contacted some surrounding cities to review their procedure for refunds and Pegram and Pleasant View had no limit; however, Kingston Springs will not refund anything less than five dollars (\$5.00). Further, Pleasant View will return the check or money order back to the customer for overpayment and let them know they have to send the correct amount. Ms. Bowman stated the overpayments are court payments and she would not suggest returning a money order back to the customer for overpayment, but anything would help even if it is a dollar (\$1.00). Vice Mayor Anderson stated we would be keeping other people's money. Councilman Kerrigan questioned if we could put something in writing to make people aware if they overpay the additional money will not be refunded, but will instead go toward parks or something along those lines. Ms. Noe stated we can definitely do that and it could be part of their tickets and she can get with Anita to get the verbiage. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to pass this Resolution stating refunds will not be issued for less than five dollars (\$5.00) and any overpayment will be put into a separate fund. Voting Yea: Mayor Allen, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker. Voting Nay: Vice Mayor Anderson.
7. Ordinance: Amending Title 9, Chapter 10 Mobile Food Vending
AN ORDINANCE TO AMEND TITLE 9, CHAPTER 10 MOBILE FOOD VENDING. Ms. Noe stated there are very few changes on this. Currently food trucks are only allowed to operate three (3) days a week. She stated this is a little broader and allows them to operate fifteen (15) days in a calendar month on the same parcel. She also pointed out there was some verbiage

that stated they must operate on a lot that is paved, but we have a lot of parcels in the city that were grandfathered in that were not paved because they had been there so long. Another provision was to delete section A2 for limiting the hours for ice cream trucks from eleven o'clock (11:00) a.m. to sunset. She stated this was deleted in its entirety. Mayor stated this allows the food truck to stay in operation in one place for fifteen days then they will need to relocate to another place. He asked if there was any requirement for them to stay in a spot once they have moved. Ms. Noe stated no, but they can only operate on the same parcel for fifteen days in a calendar month then they would have to move to stay in operation. Mayor stated this is for first reading. A motion was made by Councilman Kerrigan, seconded by Vice Mayor Anderson, to approve the Food Truck Ordinance changes. All approved by voice vote.

8. Resolution: Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE IN SUPPORT OF FISCAL YEAR 2020 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - COVID 19 SUPPLEMENTAL APPLICATION & AWARD.

Ms. Bowman stated this grant covers funding due to COVID and will give us seven thousand eight hundred nine dollars and fifty two cents (\$7,809.52) and the town will match three hundred ninety eight dollars and forty eight cents (\$398.48). She stated this will purchase protective gear and this will allow them to accept the money. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Resolution for the Assistance to Firefighters Grant Program. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

9. Land Discussion: Map 049N Parcel 00.200

Ms. Noe stated it came to her attention there is going to be a sale of a piece of property and it will be abutting to the property for City Hall that will go to auction and will be an opportunity to enlarge that track. Further, there is another piece of property that may be going for sale adjoining the Fire Department property; however, this property is not going to be auctioned and is not currently listed for sale. Chief Walker explained by purchasing this property it would allow them to move the Fire Hall further back on the property as they are having problems with the turn radius. Councilman Jackson questioned if this is something that has to be decided now. Ms. Noe explained she is not sure if the court order has been signed yet, but it could be auctioned before or after the next council meeting. Vice Mayor Anderson questioned if it is between two (2) other residential plots now and it is residential now. Mayor stated yes. There was much discussion regarding the location of the property. Councilman Adkins questioned where the money for this would come from. Ms. Bowman stated it would come from General Fund if there is not enough money within the budget we would need to do a budget adjustment and will take it from fund balance. Vice Mayor Anderson questioned if anyone has spoken to the neighbors. Councilman Kerrigan questioned how the neighbors will feel about a parking lot next to them. He stated we were worried about the neighbors next the hillside with the garage, but we aren't going to worry about these neighbors. A motion was made by Councilman Jackson, seconded by Councilwoman Walker, to allow the Mayor to bid up to one hundred and fifty thousand dollars (\$150,000) toward the purchase of Map 049N Parcel 00.200. Voting Yea: Mayor Allen, Councilman Greer, Councilman Jackson, Councilwoman Walker. Voting Nay: Vice Mayor Anderson, Councilman Adkins, Councilman Kerrigan.

10. Dell Lease Agreement Debt Obligation Form

Ms. Bowman stated this is paperwork that has to be filed with the comptroller's office, but it is required to be presented to Council. Further, it was approved back in April and we have just received the computers.

SURPLUS PROPERTY NOMINATIONS:

None.

EXPENDITURE REQUESTS:

11. Award Traffic Signalization Bid

Mr. Biggers stated there were three (3) bids: S&W \$164,240, Stansell Electric \$173,770, and DH Elliott Construction \$209,300. He further stated the engineer has stated S&W is a reliable contractor and if the Council wants to accept the low bid that would be ok. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to award the bid to S&W Contracting. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilwoman Walker. Voting Nay: Councilman Jackson.

12. New Swings at Riverbluff Park Quotes

Mr. Scott Sampson stated this is to replace the swings at Riverbluff Park and he provided three (3) bids and he stated the lowest bid will tie in with the equipment currently at the park. A motion was made by Councilwoman Walker, seconded by Councilman Kerrigan, to accept the low bid for the purchase of replacement swings. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

13. Pitney Bowes Agreement - Public Works Postage Machine

Mr. Biggers stated this will be for a postage machine at Public Works as they do a lot of certified mailings and this will make it easier on them. Ms. Bowman explained there is a monthly fee for the machine; however, the postage is purchased at a discounted rate. A motion was made by Councilman Greer, seconded by Vice Mayor Anderson, to approve the agreement for the postage machine expenditure. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

OTHER

None.

ADJOURNMENT

A motion was made by Councilwoman Walker, seconded by Councilman Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:27 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC

ORDINANCE #

AN ORDINANCE TO AMEND TITLE 3 CHAPTER 5 SECTION 502 OF THE MUNICIPAL CODE OF THE TOWN OF ASHLAND CITY REGARDING ELECTRONIC CITATION REGULATIONS

WHEREAS, the Mayor and City Council of the Town of Ashland City previously passed Ordinance #420 regarding electronic citation regulations and fees; and

WHEREAS, Tennessee Code Annotated, Section 55-10-207 was amended by Public Chapter 750, authorizing electronic citations to be filed in court, along with a fee to recover costs associated with both written and electronic citations.

WHEREAS, Ordinance #420 was passed on second reading on September 9, 2014 and took effect twenty days after the final passage; and,

WHEREAS, TCA 55-10-207 provides that an ordinance under the statute has a sunset provision and expires at the end of five years.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Town of Ashland City, Chapter 3, Chapter 5, as previously passed in Ordinance #420 be hereby reinstated for another five (5) year passage:

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

First Reading: June 9, 2020

Second Reading: August 11, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

ORDINANCE # _____

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 10 MOBILE FOOD VENDING

WHEREAS, the food truck industry is a growing and vital economic generator and there is increased popularity of food trucks in the Town of Ashland City; and

WHEREAS, the Town of Ashland City desires to promote economic development through the encouragement of vibrant entertainment alternatives, including accommodating the popularity and growth of the food truck industry.

WHEREAS, the current Code shall be amended

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY ORDAINED, by the City Council of the Town of Ashland City, Tennessee that:

SECTION 1: Title 9, Chapter 10, of the Municipal Code is amended as follows:

9-1004 LOCATIONS AND HOURS OF OPERATION.

Section (A) (2) (b) deleted in it's entirety

Section (A) (2) (c) shall be replaced with "Food trucks may operate no more than fifteen (15) days in a calendar month at a location on privately owned property.

Section (B) (1) (a) shall be replaced with the "Private Property. An Ice Cream Truck may operate on private property with written permission of the property owner, which will be immediately available to the City upon request. An Ice Cream Truck may not require use of more than twenty-five percent (25%) of existing parking spaces. Ice Cream Truck may operate no more than fifteen (15) days in a calendar month at a location on privately owned property.

Section (B) (2) shall be deleted in it's entirety.

BE IT FURTHER ORDAINED, this ordinance shall become effective 20 days after its final passage.

Approved as to Legality: _____
Jennifer Noe, City Attorney

Passed First Reading: _____

Passed Second Reading: _____

Mayor, Steve Allen

City Recorder, Kellie Reed

Franchise Agreement

between

Town of Ashland City, Tennessee

and

Comcast of Nashville I, LLC

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AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2020 (the “Effective Date”), and is between the Town of Ashland City, Tennessee (the “Franchising Authority” or the “Town”), and Comcast of Nashville I, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled town council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and

maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written

notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for

use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to

continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Town.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of the Town of Ashland City, Tennessee.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

Town of Ashland City

Attn: [REDACTED]

ADDRESS

Ashland City, Tennessee XXXXX

COMPANY:

Comcast of Nashville I, LLC

Attn: Vice President, External Affairs

6200 The Corners Parkway, Suite 200

Peachtree Corners, Georgia 30092

With a copy to:

Comcast Cable Communications, LLC

Attn: Vice President, Government Affairs

2605 Circle 75 Parkway

Atlanta, Georgia 30339

And:

Comcast Cable Communications, LLC

Attn: Legal Department

One Comcast Center

1701 John F. Kennedy Boulevard

Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the Town of Ashland City, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Town Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

Town of Ashland City, Tennessee

By: _____

Name:

Title: Mayor

(Seal)

Attest: _____

Date: _____

Comcast of Nashville I, LLC

By: _____

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“**Agreement**” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“**Basic Service**” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“**Cable Act**” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“**Cable Service**” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“**Cable Service Provider**” or “**CSP**” means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“**Cable System**” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville I, LLC, a limited liability company validly existing under the laws of the State of Delaware or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of Town of Ashland City, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the Town of Ashland City, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“Signal” means any transmission of radio frequency energy or of optical information.

“Streets” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“Subscriber” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

RESOLUTION 2020-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN BLUECROSS HEALTHY PLACE PROJECTS GRANT FUNDING PROGRAM

WHEREAS, BlueCross BlueShield of Tennessee will invest up to \$750,000 if awarded for Healthy Place Projects; 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 “*BlueCross Healthy Place Projects*” reimbursement grant through BlueCross BlueShield of Tennessee.

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

We, the undersigned City Council members, meeting in Regular Session on this 11th day of August, 2020 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

2021 BlueCross Healthy Place Projects

In celebration of the 75th anniversary of BlueCross BlueShield of Tennessee, the BlueCross Foundation is building 10 BlueCross Healthy Places across the state of Tennessee. The foundation will invest \$750,000 in each project, and each space will be constructed based on one of six project templates.

Applicants will select from one of the following designs depending on their area's needs and desired focus. Each design includes accessible elements and features for visitors of all ages.



- FAMILY FUN** *137' x 105'*
- > Large play area *or 14,385*
 - > Thrive fitness pod *5 f.*
 - > Swing set
 - > Play pods and climbing areas



- ELITE FITNESS** *171' x 70'*
- > Challenge course *or 11,970*
 - > 40-yard dash *5 f.*
 - > Fitness area
 - > Body-weight climbing play area



- TRI-STAR ACTIVITY** *200' x 211'*
- > Branded activity track *or 42,200*
 - > Fitness pods *5 f.*
 - > Small play area
 - > Community pavilion



- FITNESS AND FUN** *108' x 104'*
- > Challenge course *or 11,232*
 - > Thrive fitness area *5 f.*
 - > Play area for ages 2-5
 - > Play area for ages 5-12
 - > Community lawn



- THRIVE AND PLAY** *87' x 153'*
- > Fully inclusive large play area *or 13,311 sf.*
 - > Thrive fitness pod
 - > Community pavilion
 - > Swing set and play pockets



- COMMUNITY HUB** *160' x 109'*
- > Community pavilion *or 17,440*
 - > Play area for ages 2-5 *5 f.*
 - > Play area for ages 5-12
 - > Fitness pods
 - > Swing set

We're accepting proposals the entire month of August 2020.
To apply, visit bluecrosshealthyplaces.com.



BISON COUNTERTOPS, Inc

1929 HWY 12 S Ashland City, TN 37015
OFFICE: (615) 792-8812 FAX: (615) 246-0533
info@bisoncountertops.com

ESTIMATE

P.O.#

CLIENT:	Ashland City	Date :	7/28/2020
RE:	CCVMP		
CONTACT:	John Nichols	EMAIL:	
PHONE:	(615) 945-1851	CELL:	
FAX:	-		

AREA OF WORK:	Memorial Panels		
TYPE OF WORK:	Granite	Cooktop (cut-out):	0
Estimated Square Footage:	392.00	U/M Sink (cut-out):	0
Material:	Black Absolute 3cm	D/I or Vessel (cut-out):	0
Material Other:	N/A	Sink (Kitchen):	0
Edge Type:	1/8" Bevel	Sink (Vanity):	0
Backsplashes:	No Backsplash	Faucet:	By Client
Riser Splash:	No Riser	# Faucet Holes:	Onsite
		Tear - Out:	NO

ESTIMATED PRICE \$26,750.00
DEPOSIT REQ. (MIN. 50%) \$13,375.00

Price INCLUDES:
Material, fabrication, delivery and installation.
Sales & Use Tax where applicable

This is not a final price.

This estimate is based on the information provided to us by the customer and is subject to change after templating. Final quote can only be issued after measuring and templating by our company.

*Estimate valid for 90 days.

PRIOR TO TEMPLATING:

- 50%-75% deposit due.
- All cabinets to be installed.
- Farm sinks--if applicable--must be set in the sink cabinet.

RESOLUTION 2020-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN GOVERNOR LEE'S LOCAL GOVERNMENT SUPPORT GRANT FUNDING PROGRAM

WHEREAS, the Department of Finance and Administration has allocated \$133,612 to the Town of Ashland City; and

WHEREAS, the Mayor and City Council would like to direct these funds to be used for the Town's parks and playgrounds projects.

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 "*Governor Lee's Local Government Support Grant*" reimbursement grant through the Department of Finance and Administration.

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

We, the undersigned City Council members, meeting in Regular Session on this 11th day of August, 2020 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

Allocation Among Cities and Towns

	<u>Name</u>		<u>Appropriation</u>
1	Adams city	\$	44,742
2	Adamsville town	\$	77,932
3	Alamo town	\$	80,802
4	Alcoa city	\$	261,696
5	Alexandria town	\$	52,090
6	Algood city	\$	127,520
7	Allardt city	\$	43,726
8	Altamont town	\$	52,686
9	Ardmore city	\$	57,100
10	Arlington town	\$	288,134
11	Ashland City town	\$	133,612
12	Athens city	\$	335,802
13	Atoka town	\$	237,378
14	Atwood town	\$	50,370
15	Auburntown town	\$	35,782
16	Baileyton town	\$	39,776
17	Baneberry city	\$	41,564
18	Bartlett city	\$	1,338,990
19	Baxter town	\$	63,014
20	Bean Station city	\$	98,456
21	Beersheba Springs town	\$	40,108
22	Bell Buckle town	\$	41,940
23	Belle Meade city	\$	93,580
24	Bells city	\$	84,244
25	Benton town	\$	58,050
26	Berry Hill city	\$	41,410
27	Bethel Springs town	\$	45,890
28	Big Sandy town	\$	41,564
29	Blaine city	\$	71,246
30	Bluff City city	\$	66,744
31	Bolivar city	\$	138,952
32	Braden town	\$	35,782
33	Bradford town	\$	51,848
34	Brentwood city	\$	967,954
35	Brighton town	\$	94,462
36	Bristol city	\$	623,222
37	Brownsville city	\$	238,392
38	Bruceton town	\$	61,072
39	Bulls Gap town	\$	45,824
40	Burlison town	\$	39,070

Allocation Among Cities and Towns

	<u>Name</u>		<u>Appropriation</u>
41	Burns town	\$	61,888
42	Byrdstown town	\$	47,610
43	Calhoun town	\$	40,968
44	Camden city	\$	108,894
45	Carthage town	\$	80,272
46	Caryville town	\$	77,778
47	Cedar Hill city	\$	36,908
48	Celina city	\$	62,176
49	Centertown town	\$	35,540
50	Centerville town	\$	108,762
51	Chapel Hill town	\$	63,610
52	Charleston city	\$	45,228
53	Charlotte town	\$	63,522
54	Chattanooga city	\$	4,014,616
55	Church Hill city	\$	177,396
56	Clarksburg town	\$	38,342
57	Clarksville city	\$	3,490,202
58	Cleveland city	\$	1,022,508
59	Clifton city	\$	88,878
60	Clinton city	\$	251,302
61	Coalmont city	\$	48,538
62	Collegedale city	\$	283,610
63	Collierville town	\$	1,147,018
64	Collinwood city	\$	50,832
65	Columbia city	\$	898,968
66	Cookeville city	\$	780,438
67	Coopertown town	\$	130,500
68	Copperhill city	\$	37,018
69	Cornersville town	\$	57,740
70	Cottage Grove town	\$	31,898
71	Covington city	\$	223,762
72	Cowan city	\$	66,744
73	Crab Orchard city	\$	46,838
74	Cross Plains city	\$	70,010
75	Crossville city	\$	284,980
76	Crump city	\$	62,286
77	Cumberland City town	\$	36,798
78	Cumberland Gap town	\$	40,792
79	Dandridge town	\$	99,406
80	Dayton city	\$	193,152

Allocation Among Cities and Towns

	<u>Name</u>		<u>Appropriation</u>
81	Decatur town	\$	66,346
82	Decaturville town	\$	49,000
83	Decherd city	\$	82,546
84	Dickson city	\$	373,892
85	Dover city	\$	62,662
86	Dowelltown town	\$	38,718
87	Doyle town	\$	42,534
88	Dresden town	\$	94,616
89	Ducktown city	\$	40,416
90	Dunlap city	\$	142,990
91	Dyer city	\$	78,904
92	Dyersburg city	\$	391,680
93	Eagleville city	\$	45,492
94	East Ridge city	\$	493,968
95	Eastview town	\$	45,602
96	Elizabethton city	\$	327,858
97	Elkton city	\$	41,674
98	Englewood town	\$	63,632
99	Enville town	\$	34,126
100	Erin city	\$	58,512
101	Erwin town	\$	159,166
102	Estill Springs town	\$	74,754
103	Ethridge town	\$	40,726
104	Etowah city	\$	106,842
105	Fairview city	\$	228,594
106	Farragut town	\$	536,604
107	Fayetteville city	\$	184,854
108	Finger city	\$	36,356
109	Forest Hills city	\$	137,386
110	Franklin city	\$	1,815,648
111	Friendship city	\$	44,830
112	Friendsville city	\$	49,664
113	Gadsden town	\$	40,196
114	Gainesboro town	\$	50,854
115	Gallatin city	\$	922,824
116	Gallaway city	\$	44,278
117	Garland town	\$	36,664
118	Gates town	\$	43,792
119	Gatlinburg city	\$	121,452
120	Germantown city	\$	892,854

Allocation Among Cities and Towns

	<u>Name</u>		<u>Appropriation</u>
121	Gibson town	\$	38,740
122	Gilt Edge city	\$	40,064
123	Gleason town	\$	60,300
124	Goodlettsville city	\$	402,052
125	Gordonsville town	\$	57,276
126	Grand Junction city	\$	35,958
127	Graysville town	\$	64,404
128	Greenback city	\$	56,394
129	Greenbrier town	\$	180,926
130	Greeneville town	\$	358,776
131	Greenfield city	\$	75,858
132	Gruetli-Laager city	\$	68,134
133	Guys town	\$	39,820
134	Halls town	\$	76,278
135	Harriman city	\$	165,610
136	Harrogate city	\$	125,710
137	Hartsville/Trousdale County	\$	273,000
138	Henderson city	\$	169,362
139	Hendersonville city	\$	1,300,614
140	Henning town	\$	50,612
141	Henry town	\$	40,262
142	Hickory Valley town	\$	32,052
143	Hohenwald city	\$	111,366
144	Hollow Rock town	\$	44,962
145	Hornbeak town	\$	38,740
146	Hornsby town	\$	35,804
147	Humboldt city	\$	210,940
148	Huntingdon town	\$	114,412
149	Huntland town	\$	48,582
150	Huntsville town	\$	57,298
151	Jacksboro town	\$	72,636
152	Jackson city	\$	1,506,446
153	Jamestown city	\$	73,254
154	Jasper town	\$	104,106
155	Jefferson City city	\$	210,940
156	Jellico city	\$	78,088
157	Johnson City city	\$	1,503,688
158	Jonesborough town	\$	150,030
159	Kenton town	\$	56,592
160	Kimball town	\$	61,360

Allocation Among Cities and Towns

	<u>Name</u>		<u>Appropriation</u>
161	Kingsport city	\$	1,223,374
162	Kingston city	\$	158,548
163	Kingston Springs town	\$	90,666
164	Knoxville city	\$	4,167,836
165	La Follette city	\$	178,676
166	La Grange town	\$	32,824
167	La Vergne city	\$	820,470
168	Lafayette city	\$	145,132
169	Lake City city	\$	68,994
170	Lakeland city	\$	308,438
171	Lakesite city	\$	71,026
172	Lawrenceburg city	\$	269,178
173	Lebanon city	\$	803,500
174	Lenoir City city	\$	235,348
175	Lewisburg city	\$	297,338
176	Lexington city	\$	200,280
177	Liberty town	\$	37,238
178	Linden town	\$	50,722
179	Livingston town	\$	118,716
180	Lobelville city	\$	49,596
181	Lookout Mountain town	\$	71,180
182	Loretto city	\$	69,260
183	Loudon town	\$	158,196
184	Louisville city	\$	121,120
185	Luttrell town	\$	53,370
186	Lynchburg, Moore County metro	\$	165,000
187	Lynnville town	\$	36,664
188	Madisonville city	\$	138,732
189	Manchester city	\$	270,900
190	Martin city	\$	263,750
191	Maryville city	\$	674,222
192	Mason town	\$	64,272
193	Maury City town	\$	44,676
194	Maynardville city	\$	82,832
195	McEwen city	\$	68,244
196	McKenzie city	\$	150,936
197	McLemoresville town	\$	37,348
198	McMinnville city	\$	332,074
199	Medina city	\$	123,702
200	Medon city	\$	33,972

Allocation Among Cities and Towns

	<u>Name</u>		<u>Appropriation</u>
201	Memphis city	\$	10,000,000
202	Michie town	\$	42,822
203	Middleton city	\$	44,234
204	Milan city	\$	198,604
205	Milledgeville town	\$	35,760
206	Millersville city	\$	179,646
207	Millington city	\$	265,802
208	Minor Hill city	\$	41,718
209	Mitchellville city	\$	34,260
210	Monteagle town	\$	57,122
211	Monterey town	\$	93,580
212	Morrison town	\$	45,712
213	Morristown city	\$	690,420
214	Moscow city	\$	42,424
215	Mosheim town	\$	81,618
216	Mount Carmel town	\$	147,074
217	Mount Juliet city	\$	818,396
218	Mount Pleasant city	\$	137,980
219	Mountain City town	\$	83,362
220	Munford city	\$	163,734
221	Murfreesboro city	\$	3,149,244
222	Nashville-Davidson metro	\$	10,000,000
223	New Hope city	\$	53,216
224	New Johnsonville city	\$	72,040
225	New Market town	\$	60,212
226	New Tazewell town	\$	89,938
227	Newbern town	\$	103,090
228	Newport city	\$	180,088
229	Niota city	\$	46,022
230	Nolensville town	\$	228,880
231	Normandy town	\$	33,288
232	Norris city	\$	65,464
233	Oak Hill city	\$	130,478
234	Oak Ridge city	\$	672,390
235	Oakdale town	\$	34,590
236	Oakland town	\$	209,152
237	Obion town	\$	53,194
238	Oliver Springs town	\$	105,386
239	Oneida town	\$	111,940
240	Orlinda city	\$	50,546

Allocation Among Cities and Towns

	<u>Name</u>		<u>Appropriation</u>
241	Orme town	\$	32,494
242	Palmer town	\$	44,654
243	Paris city	\$	251,942
244	Parker's Crossroads city	\$	36,864
245	Parrottsville town	\$	36,378
246	Parsons city	\$	80,978
247	Pegram town	\$	75,902
248	Petersburg town	\$	42,402
249	Philadelphia city	\$	45,668
250	Pigeon Forge city	\$	169,560
251	Pikeville city	\$	65,840
252	Piperton city	\$	70,430
253	Pittman Center town	\$	42,624
254	Plainview city	\$	76,896
255	Pleasant Hill town	\$	42,534
256	Pleasant View city	\$	131,978
257	Portland city	\$	312,984
258	Powells Crossroads town	\$	59,836
259	Pulaski city	\$	198,868
260	Puryear city	\$	44,720
261	Ramer city	\$	36,554
262	Red Bank city	\$	289,636
263	Red Boiling Springs city	\$	55,070
264	Ridgely town	\$	66,568
265	Ridgeside city	\$	39,534
266	Ridgetop city	\$	76,432
267	Ripley city	\$	203,878
268	Rives town	\$	36,886
269	Rockford city	\$	48,692
270	Rockwood city	\$	150,318
271	Rogersville town	\$	124,828
272	Rossville town	\$	50,148
273	Rutherford town	\$	53,724
274	Rutledge town	\$	59,682
275	Saltillo town	\$	41,696
276	Samburg town	\$	34,458
277	Sardis town	\$	38,386
278	Saulsbury town	\$	32,030
279	Savannah city	\$	183,288
280	Scotts Hill town	\$	51,582

Allocation Among Cities and Towns

	<u>Name</u>		<u>Appropriation</u>
281	Selmer town	\$	127,102
282	Sevierville city	\$	394,814
283	Sharon town	\$	50,258
284	Shelbyville city	\$	512,504
285	Signal Mountain town	\$	219,060
286	Silerton town	\$	32,228
287	Slayden town	\$	34,546
288	Smithville city	\$	135,774
289	Smyrna town	\$	1,150,526
290	Sneedville town	\$	59,484
291	Soddy-Daisy city	\$	332,714
292	Somerville town	\$	100,642
293	South Carthage town	\$	60,410
294	South Fulton city	\$	79,278
295	South Pittsburg city	\$	96,602
296	Sparta city	\$	139,128
297	Spencer town	\$	66,236
298	Spring City town	\$	71,158
299	Spring Hill city	\$	945,046
300	Springfield city	\$	404,214
301	St. Joseph city	\$	47,898
302	Stanton town	\$	39,334
303	Stantonville town	\$	35,914
304	Sunbright city	\$	41,718
305	Surgoinsville town	\$	69,194
306	Sweetwater city	\$	159,498
307	Tazewell town	\$	80,074
308	Tellico Plains town	\$	50,148
309	Tennessee Ridge town	\$	59,328
310	Thompson's Station town	\$	164,926
311	Three Way city	\$	67,052
312	Tiptonville town	\$	125,048
313	Toone town	\$	37,460
314	Townsend city	\$	39,776
315	Tracy City town	\$	60,808
316	Trenton city	\$	119,400
317	Trezevant town	\$	48,670
318	Trimble town	\$	43,572
319	Troy town	\$	59,262
320	Tullahoma city	\$	457,466

Allocation Among Cities and Towns

	<u>Name</u>		<u>Appropriation</u>
321	Tusculum city	\$	91,548
322	Unicoi town	\$	108,938
323	Union City city	\$	259,534
324	Vanleer town	\$	39,158
325	Viola town	\$	32,936
326	Vonore town	\$	63,830
327	Walden town	\$	77,270
328	Wartburg city	\$	49,840
329	Wartrace town	\$	45,162
330	Watauga city	\$	38,232
331	Watertown city	\$	63,434
332	Waverly city	\$	120,040
333	Waynesboro city	\$	81,220
334	Westmoreland town	\$	83,428
335	White Bluff town	\$	109,578
336	White House city	\$	305,988
337	White Pine town	\$	81,816
338	Whiteville town	\$	128,978
339	Whitwell city	\$	68,024
340	Williston city	\$	38,342
341	Winchester city	\$	222,326
342	Winfield town	\$	52,112
343	Woodbury town	\$	92,896
344	Woodland Mills city	\$	37,878
345	Yorkville city	\$	35,672



July28, 2020

Wish List for Parks

Budget Items FY 20-21

New swings for Riverbluff Park \$6,000

Pave lower parking lot at Riverbluff Park \$50,000

Seal and stripe upper parking lot at Riverbluff Park \$10,000

Total \$66,000

Grant Items FY 20-21

New signs for all parks \$7,000

Heating/Cooling unit for bathrooms at Riverbluff Park \$8,000

Shade Structures for playground at Riverbluff Park \$11,000

New Christmas decorations \$4,000

Engineering for Puzzlefool Creek \$15,000

Total \$45,000

Grant Items FY 20-21

New surface material for playground at Fire Hall #2 \$46,000

Shade Structure for playground at Fire Hall #2 \$14,000

Total \$60,000

Budget Items FY-21-22

New ceiling fans for the Farmers Market Pavilion **\$4,000**

RESOLUTION # 2020-

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$896,500 TO FINANCE THE PURCHASE OF A FIRE TRUCK AND EQUIPMENT AND RELATED COSTS.

BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee (the “Municipality”) that for the purpose of financing the purchase of a fire truck and equipment and related costs, the Municipality shall issue bonds in a par amount not to exceed \$896,500, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by Tennessee law, and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council of the Municipality that the City Recorder is hereby directed to cause this initial resolution to be published once in full in a newspaper having a general circulation in the Municipality, together with the following statutory notice:

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 Municipality shall have been filed with the City Recorder protesting the issuance of the bonds, such bonds may be issued as proposed.

BE IT FURTHER RESOLVED by the City Council of the Municipality that this initial resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

ADOPTED AND APPROVED this 11th day of August, 2020.

Mayor Steve Allen

ATTEST:

City Recorder Kellie Reed CMFO, CMC

(SEAL)

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Kellie Reed, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its August 11, 2020 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this _____ day of August, 2020.

City Recorder Kellie Reed CMFO, CMC

(SEAL)

28724668.1

RESOLUTION # 2020-

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$896,500 OF BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES.

WHEREAS, the City Council of the Town of Ashland City, Tennessee (the “Municipality”) has determined that it is necessary and advisable to authorize the issuance of general obligation bonds of the Municipality for the purpose of financing the purchase of a fire truck and equipment; and

WHEREAS, the City Council did on the date hereof adopt an Initial Resolution authorizing the bonds described herein (the “Initial Resolution”); and

WHEREAS, the United States Department of Agriculture, acting through Rural Development (“Rural Development”) has issued to the Municipality its Letter of Conditions dated June 5, 2020 (the “Letter of Conditions”), in which it has agreed to purchase bonds on terms and conditions favorable to the Municipality and its citizens; and

WHEREAS, the City Council wishes to authorize the issuance, sale and payment of the bonds, the issuance of bond anticipation notes prior to the issuance of the bonds and the levy of taxes to pay the bonds and notes;

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

Section 1. Authority. The bonds and notes authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. In addition to the capitalized terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) “Bonds” shall mean the not to exceed \$896,500 General Obligation Bonds of the Municipality, authorized to be issued by this resolution.
- (b) “Fiscal Year” shall mean the Municipality’s fiscal year.
- (c) “Governing Body” shall mean the City Council of the Municipality.
- (d) “Notes” shall mean the bond anticipation notes authorized to be issued by this Resolution.
- (e) “Projects” shall mean the public works projects described in the Letter of Conditions, and all capital costs related thereto.

Section 3. Authorization of Terms and Sale of the Bond.

(a) General Terms. The Governing Body hereby authorizes the issuance of bonds of the Municipality in an aggregate principal amount up to \$896,500 (the “Bonds”). The Bonds may be issued as

a single bond or in multiple emissions. The Bonds shall be issued to Rural Development in exchange for the payment of a price equal to 100% of the par amount thereof.

- 1) The Bonds shall be issued to:
 - a) finance the costs of the Projects (including any reimbursement thereof);
 - b) retire the principal of and, with the consent of Rural Development, interest on the Notes; and
 - c) pay costs of issuing the Bonds.

2) Each Bond shall be known as a “General Obligation Bond” or such other name as may be selected by the Mayor. A series designation indicating the year of issuance and such other distinctions as may be directed by the Mayor shall be added to the name of each Bond.

3) Each Bond shall be dated the date of its delivery.

4) Each Bond shall bear interest at a rate not to exceed 2.250% per annum and shall be payable in not more than 180 equal monthly installments of principal and interest in an amount sufficient to fully amortize the Bond over the period of such installments. The annual principal and interest payment on the Bonds at the maximum term, par amount and interest rate is \$70,584.00. The first installment of debt service on each Bond shall be due and payable one month following the date of its issuance, but in no event later than the 28th day of the month of such first payment, and all subsequent installments shall be due and payable on the same day of each month thereafter. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. All payments of principal and interest on each Bond shall be made directly to the registered owner thereof at its address shown on the bond registration records of the Municipality, without, except for final payment, the presentation or surrender of such Bond, and all such payments shall discharge the obligation of the Municipality in respect of such Bond to the extent of the payments so made. The records of the owner of each Bond shall be conclusively presumed to be correct with respect to amounts of payments made and outstanding principal balance. Upon final payment, each Bond shall be submitted to the City Recorder of the Municipality, as bond registrar, for cancellation.

(b) The Mayor is hereby authorized to cause the Bonds to be issued in a principal amount less than \$896,500 if it is determined that the full amount of the Bonds is not needed to pay authorized costs. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Bonds, to execute such certificates and documents and to take such other actions as they shall deem necessary in connection with the sale and delivery of the Bonds.

(c) The Bonds shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Bonds be issued without a prior referendum if a petition signed by at least ten percent of the registered voters in the Municipality is filed protesting the issuance of the Bonds within the statutorily prescribed 20-day period.

(d) The Municipality shall have the right, at its option, to prepay the Bonds or any installment thereof, in whole or in part, at any time, without penalty. Any partial prepayment, after payment of interest, shall be applied to the installments last to become due under the Bonds and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be

given to the registered owner of the Bonds not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

(e) The Municipality hereby appoints the City Recorder of the Municipality to act on behalf of the Municipality as registrar and paying agent for the Bonds. The Bonds are transferable by the registered owner thereof, or by its attorney duly authorized in writing, on the registration records of the Municipality, upon presentation of the Bonds to the registrar for transfer with the form of assignment attached thereto completed in full and signed with the name of the registered owner. All transferees shall take the Bonds subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue.

(f) The Bond shall be signed by the Mayor of the Municipality, shall be attested by the City Recorder and shall have impressed thereon the corporate seal of the Municipality.

Section 4. Authorization of Terms and Sale of Bond Anticipation Notes.

(a) The Governing Body hereby authorizes the issuance of one or more general obligation bond anticipation notes in the maximum aggregate principal amount equal to the maximum principal amount of the Bonds (the "Notes"). The proceeds of the Notes shall also be used to pay costs of the Projects (including reimbursement thereof), interest during construction of the Project and for six (6) months thereafter (if applicable), with the consent of Rural Development, and issuance costs of the Notes. Each Note shall be in the form of a fully registered note, without coupons, shall be known as General Obligation Bond Anticipation Note, together with a series designation further identifying the Note, as selected by the Mayor, and shall be dated as of the date of its delivery.

(b) Each Note shall mature not later than two years from its issuance, shall bear interest at a rate not to exceed the maximum rate permitted by applicable law, payable at such time as the Mayor shall designate, and shall be subject to prepayment upon such terms as the Mayor shall designate.

(c) The Mayor shall select the purchaser(s) of the Notes and cause the Notes to be sold to such purchaser(s) at a price of par. In connection therewith, the Mayor is authorized to establish the remaining terms of the Notes, without further action by the Governing Body. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Notes, to execute such certificates and documents and to take such other actions as they shall deem necessary to further evidence the Municipality's obligations under the Notes. The Notes may also be issued to Rural Development, upon the terms otherwise provided herein, in which case the Notes shall also bear the designation of "Interim Certificates of Indebtedness". The purchase price paid by Rural Development for the Bonds shall be reduced by the principal amount of Interim Certificates held by it, including accrued interest thereon, and such Interim Certificates shall be delivered by Rural Development to the Municipality at the time of delivery of the Bonds.

(d) The Notes shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Notes be issued without a prior referendum if a petition signed by at least ten percent of the registered voters of the Municipality is filed protesting the issuance of the Bonds within the prescribed 20-day period.

(e) Pursuant to Section 9-21-505, Tennessee Code Annotated, the approval of the Comptroller's office is not required for the issuance of the Notes because the Bonds will be issued to a federal agency.

(f) The Governing Body hereby approves the renewal and extension of any Notes issued hereunder, without further action of the Governing Body, to the extent such Notes have matured (or are scheduled to mature) and the Bonds have not and will not be issued in time to retire the maturing Notes.

Section 5. Security and Source of Payment of the Bonds and Notes. The Bonds shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on the Bonds, the full faith, credit and resources of the Municipality are hereby irrevocably pledged. The Notes shall be paid from proceeds of the Bonds. In the event such proceeds are unavailable, the Notes shall be secured and payable in exactly the same manner as the Bonds.

Section 6. Form of Bond and Notes. The Notes shall be in the form approved by the Mayor consistent with the terms of this Resolution. Each Bond shall be in substantially the following form, the omissions to be appropriately completed when each Bond is prepared and delivered:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF CHEATHAM
TOWN OF ASHLAND CITY
GENERAL OBLIGATION BOND, SERIES ____

R-1

\$_____

KNOW ALL MEN BY THESE PRESENTS: That the Town of Ashland City, Tennessee (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, or its registered assigns, in the manner and from the sources hereinafter provided, the sum of \$_____, with interest on the unpaid balance hereof at the rate of _____% per annum from the date hereof until the principal amount hereof shall have been fully paid. This Bond is payable in _____ consecutive installments of principal and interest in the amount of \$_____ each. The first installment shall be due and payable on _____, and all subsequent installments shall be due and payable on _____. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. Both principal hereof and interest hereon are payable in lawful money of the United States of America by electronic fund transfer or by check or draft mailed to the registered owner at the address shown on the bond registration records of the Municipality, and such payments shall discharge the obligation of the issuer hereof to the extent of the payments so made. Upon final payment, this Bond shall be submitted to the City Recorder of the Municipality, as Bond Registrar, for cancellation.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Municipality. Any partial prepayment shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be given to the registered owner hereof not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

This Bond shall be transferable by the registered owner hereof, or by its attorney duly authorized in writing, on the registration records of the City Recorder of the Municipality at the office of the City Recorder of the Municipality, upon presentation of the Bond to the registrar for transfer with the form of assignment attached hereto completed in full and signed with the name of the registered owner. All

transferees shall take this Bond subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes, and shall not be affected by any notice to the contrary whether or not any payments due on this Bond shall be overdue.

This Bond is issued by the Municipality for the purpose of paying part of the cost of the purchase of a fire truck and equipment for the Municipality under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the City Council of the Municipality on the 11th day of August, 2020 (the "Resolution").

This Bond shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on this Bond, the full faith, credit and resources of the Municipality are irrevocably pledged. For a more complete statement of the terms and conditions upon which this Bond is payable, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the above described resolution may be modified, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond exist, have happened, and have been performed in due time, form, and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Town of Ashland City, Tennessee has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of this ____ day of _____, ____.

TOWN OF ASHLAND CITY, TENNESSEE

FORM ONLY – DO NOT SIGN
Mayor

ATTEST:

FORM ONLY – DO NOT SIGN
City Recorder

(SEAL)

(End of Form of Bond)

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of and interest coming due on the Bonds in said year. Principal of and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent general funds of the Municipality are applied to the payment of debt service on the Bonds.

Section 8. Remedies of Bond Owners. Any owner of the Bond may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this resolution, including the levy and collection of ad valorem taxes to meet the obligations of the Municipality under this resolution.

Section 9. Disposition of the Proceeds of the Notes and Bond. The proceeds of the sale of the Notes shall be applied directly to the costs authorized herein or deposited with a financial institution regulated by and the deposits of which are insured by the Federal Deposit Insurance Corporation or similar federal agency, in a special fund designated so as to identify it with this resolution (the "Construction Fund") and shall be disbursed solely for the payment of Project costs (including reimbursement thereof), legal, fiscal and engineering costs incident thereto, interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and bond issuance costs. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or in the absence of such statutes, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution.

The proceeds of the Bonds shall be used first, to the extent permitted by Rural Development, to retire any outstanding Notes. To the extent that the proceeds of the Bonds are insufficient to retire the Notes, the Municipality shall apply other funds in an amount sufficient to fully retire the Notes. Any remaining proceeds of the Bonds, together with any grant funds received from Rural Development, shall be applied directly to the costs authorized herein or deposited to the Construction Fund. After the Project has been completed, any unspent Bond proceeds shall be used at the earliest practicable date for the prepayment of the Bonds as herein provided. All funds, including both loan and grant funds, provided by Rural Development for Project costs, but not needed to pay Project costs, will be considered to be Rural Development grant funds and returned to the Government Finance Office. If the amount of unused Rural Development funds exceeds Rural Development grant amount, the excess will be considered to be Rural Development loan funds and used to prepay the Bonds as provided above.

Section 10. Federal Tax Matters. The Bonds will be issued as federally tax-exempt bonds. At the Mayor's discretion, the Notes may be issued as federally tax-exempt obligations. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds or Notes in a manner that would cause the Bonds or Notes (if applicable) to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds and the Notes (if applicable) that it will, throughout the term of the Bonds and Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds and Notes (if applicable) shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds and the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

The Governing Body hereby delegates to the Mayor the authority to designate the Bonds and/or the Notes as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Mayor determines such designation to be advantageous to the Municipality and to the extent the Bonds and/or Notes are not deemed designated as such and may be designated as such.

The Mayor is authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this section.

Section 11. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 12. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the owner(s) of the Bonds and the Notes, and after the issuance of either the Bonds or Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner, except as provided in the following Section, until such time as the Bonds and Notes and interest due thereon shall have been paid in full.

Section 13. Modification of Resolution. The terms, covenants and agreements set forth in this resolution may be modified or amended by resolution of the Governing Body, consented to in writing by the owner of the Bonds and, while any Notes are outstanding, the Notes.

Section 14. Defeasance. So long as Rural Development is the owner of the Bonds herein authorized, the Municipality shall not issue any bonds or other obligations for the purpose of defeasing or otherwise terminating the lien of the Bonds herein authorized without immediately prepaying the Bonds.

Section 15. Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance of the Bonds and the Notes is consistent with the Municipality’s debt management policy.

Section 16. Approval of Bond Counsel Engagement Letter. Attached hereto as Exhibit A is an engagement letter (the “Bond Counsel Engagement Letter”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”). The Bond Counsel Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the financings authorized herein. The Governing Body hereby approves and authorizes the Mayor to execute the Bond Counsel Engagement Letter, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

Adopted and approved this 11th day of August, 2020.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor Steve Allen

ATTEST:

City Recorder Kellie Reed CMFO, CMC

EXHIBIT A

ENGAGEMENT LETTER

(attached)

August 11, 2020

City Council of the
Town of Ashland City
Ashland City, Tennessee

**Re: Issuance of Not to Exceed \$896,500 General Obligation Bonds to the United States
Department of Agriculture (“USDA”)**

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the Town of Ashland City, Tennessee (the “Issuer”), in connection with the issuance of the above-referenced bond (the “Bond”). We understand that the Bond will be issued for the purpose of providing funds necessary to finance the purchase of a fire truck and equipment and to pay the costs incident to the sale and issuance of the Bond. We also understand that the Issuer may issue bond anticipation notes (“Notes”) to fund project costs incurred prior to the issuance of the Bond.

As bond counsel, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Notes and the Bond, the source of payment and security for the Notes and the Bond, and the excludability of interest on the Notes and the Bond from gross income for federal income tax purposes, if applicable.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Notes and the Bond, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Notes and the Bond.
4. Review legal issues relating to the structure of the Notes and the Bond.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Notes or USDA, as applicable, and will be delivered by us on the dates that the Notes and the Bond are exchanged for their respective purchase prices (each, a “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Notes and the Bond. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and the Bond and their security.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Preparing requests for tax rulings from the Internal Revenue Service.
- b. Drafting state constitutional or legislative amendments.
- c. Pursuing test cases or other litigation (such as contested validation proceedings), except as set forth above.
- d. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Notes and the Bond.
- e. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries.
- f. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Notes and the Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes and the Bond).
- g. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bond. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

Our firm does not represent the USDA. However, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Notes or the Bond. As an example, it is possible that the financial institution that you select to purchase the Notes may be a client of the firm in unrelated matters. We do not believe representations of this type will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bond so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes or Bond. Execution of this letter will signify the Issuer's consent to this

representation and our representation of others consistent with the circumstances described in this paragraph.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes and the Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$7,500. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. We understand and agree that 80% of our fees will be paid at the Closing of the issuance of the Notes, with the balance being paid at the Closing of the issuance of the Bond. If no financing is consummated, we understand and agree that we will not be paid.

Lillian Blackshear and Nikkole Johnson (paralegal) will serve as the primary contacts for this engagement.

Unless we receive notification to the contrary, we will proceed with our representation as bond counsel and the preparation of necessary documentation.

We look forward to working with you.

Very truly yours,

BASS, BERRY & SIMS PLC

Accepted and Approved:

TOWN OF ASHLAND CITY, TENNESSEE

By: _____
Mayor Steve Allen

Date: _____, 2020

cc: Jennifer Noe, Esq.
Counsel to the Issuer

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Kellie Reed, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its August 11, 2020 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this _____ day of August, 2020.

City Recorder

(SEAL)

28724894.2

ORDINANCE #

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

WHEREAS, the Mayor and Council appropriate \$69,128.40 out of the General Fund - fund balance to cover the following: \$26,750 for the Veteran’s Memorial Park funding, \$10,000 for the cost of the purchase of shotguns for the Police Department as this purchase was not received by the end of the prior fiscal year; \$12,000 for the Police Department in order to allocate funds to pay the reserve officers; \$6,000 for an emergency expenditure for an HVAC system at the Senior Center, \$14,378.40 for COVID-19 prevention and treatment of the city owned facilities by BioPURE as follows: Recorder \$3,450, Police \$862.80, Fire \$4,890, Streets \$862.80, Senior Center \$3,450, Parks \$862.80; and

WHEREAS, the Mayor and Council appropriate \$1,920 out of the General Fund for insurance recovery monies received for repair of the awning at the Senior Center; and

WHEREAS, the Mayor and Council appropriate the following monies out of the Enterprise Fund:
\$488,000 additional projected revenues for the Community Development Block Grant;
\$253,140 additional expenses for the Community Development Block Grant.

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Recorder Office	\$6,482,650.00	\$6,512,850.00
Police	\$1,679,452.00	\$1,702,314.80
Fire	\$7,755,025.00	\$7,759,915.00
Streets	\$888,280.00	\$889,142.80
Senior Center	\$282,475.00	\$293,845.00
Parks	\$614,977.29	\$615,840.09

<i>Enterprise Fund</i>	<u>Beginning Budget Anticipated Revenues</u>	<u>Ending Budget Anticipated Revenues</u>
Water and Sewer	\$19,965,490	\$20,453,490

	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Water and Sewer	\$6,482,650.00	\$6,486,100.00

1st reading 8-11-2020
Public Hearing _____
2nd reading _____

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC



Budget Report Account Summary

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 110 - GENERAL FUND								
Department: 41210 - CITY COURT								
110-41210-110	SALARIES	180,675.00	180,675.00	13,535.92	13,535.92	0.00	167,139.08	92.51 %
Budget Notes								
Subject		Description						
New Employee		Council eliminating this position -hiring freeze Court Officer \$100 per court day \$2400 per year						
110-41210-112	SALARIES-OVERTIME	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	100.00 %
110-41210-132	BONUS PAY	5,600.00	5,600.00	0.00	0.00	0.00	5,600.00	100.00 %
110-41210-141	OASI (EMPLOYER'S SHARE)	15,000.00	15,000.00	1,000.23	1,000.23	0.00	13,999.77	93.33 %
110-41210-142	HOSPITAL AND HEALTH INSURANCE	25,500.00	25,500.00	835.87	835.87	0.00	24,664.13	96.72 %
Budget Notes								
Subject		Description						
Health Insurance Estimate		Based on \$8500 per employee for FY21 More accurate numbers in May.						
110-41210-143	RETIREMENT - CURRENT	12,200.00	12,200.00	683.70	683.70	0.00	11,516.30	94.40 %
110-41210-146	WORKMEN'S COMPENSATION	1,300.00	1,300.00	332.85	332.85	0.00	967.15	74.40 %
Budget Notes								
Subject		Description						
Claim Charges		Worker's Comp Insurance/possible claim deductible payment						
110-41210-148	EDUCATION AND TRAINING	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
Budget Notes								
Subject		Description						
Tyler Conference		Department Head cut \$2000 for the conference to reduce expenses In case we get to go to the conference						
110-41210-245	TELEPHONE AND TELEGRAPH	4,000.00	4,000.00	378.25	378.25	0.00	3,621.75	90.54 %
110-41210-256	CONSULTANT'S SERVICES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
110-41210-259	OTHER PROFESSIONAL SERVICES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
Budget Notes								
Subject		Description						
da fees		da fees for prosecuting						
110-41210-299	OTHER EXPENSES	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
110-41210-310	OFFICE SUPPLIES	2,000.00	2,000.00	71.76	71.76	0.00	1,928.24	96.41 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Budget Notes	Description							
Subject								
reduce	department head reduced \$500 to cut expenses							
110-41210-328	TRAFFIC SCHOOL MATERIALS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
110-41210-510	INSURANCE	3,500.00	3,500.00	726.73	726.73	0.00	2,773.27	79.24 %
Budget Notes	Description							
Subject								
liability	Property & Liability Insurance/possible claim deductible payment							
110-41210-794	PROBATION PAY SUPPLEMENT	32,500.00	32,500.00	5,420.88	5,420.88	0.00	27,079.12	83.32 %
	Department: 41210 - CITY COURT Total:	295,475.00	295,475.00	22,986.19	22,986.19	0.00	272,488.81	92.22 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 41510 - CITY RECORDER								
110-41510-110	SALARIES	350,050.00	350,050.00	22,144.88	22,144.88	0.00	327,905.12	93.67 %
Budget Notes								
Subject	Description							
Employee changes	Per Council request eliminate assistant to reduce cost Added Janitor position in FY20 Added Mayor Assistant Full Time position							
110-41510-112	SALARIES-OVERTIME	1,500.00	1,500.00	1,379.60	1,379.60	0.00	120.40	8.03 %
110-41510-132	BONUS PAY	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	100.00 %
110-41510-141	OASI (EMPLOYER'S SHARE)	28,450.00	28,450.00	1,739.72	1,739.72	0.00	26,710.28	93.88 %
110-41510-142	HOSPITAL AND HEALTH INSURANCE	42,500.00	42,500.00	2,390.07	2,390.07	0.00	40,109.93	94.38 %
Budget Notes								
Subject	Description							
Health Insurance	Based on \$8500 per employee for FY21 More accurate numbers in May							
110-41510-143	RETIREMENT - CURRENT	17,800.00	17,800.00	1,227.70	1,227.70	0.00	16,572.30	93.10 %
110-41510-146	WORKMEN'S COMPENSATION	3,000.00	3,000.00	795.64	795.64	0.00	2,204.36	73.48 %
Budget Notes								
Subject	Description							
Claims	Worker's Comp Insurance/possible claim deductible payment							
110-41510-148	EDUCATION AND TRAINING	10,000.00	10,000.00	412.50	412.50	0.00	9,587.50	95.88 %
110-41510-211	POSTAGE	5,000.00	5,000.00	76.25	76.25	0.00	4,923.75	98.48 %
110-41510-212	FREIGHT & SHIPPING	300.00	300.00	4.15	4.15	0.00	295.85	98.62 %
110-41510-230	PUBLICITY, SUBSCRIPTIONS, AND DUES	17,000.00	17,000.00	3,260.00	3,260.00	0.00	13,740.00	80.82 %
110-41510-235	Mayor Public Relations	25,000.00	25,000.00	179.85	179.85	0.00	24,820.15	99.28 %
110-41510-241	ELECTRIC	15,500.00	15,500.00	1,183.44	1,183.44	0.00	14,316.56	92.36 %
110-41510-242	WATER	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
110-41510-244	GAS	2,500.00	2,500.00	48.03	48.03	0.00	2,451.97	98.08 %
Budget Notes								
Subject	Description							
reduced	reduced to same budget as last year to reduce cost							
110-41510-245	TELEPHONE AND TELEGRAPH	10,000.00	10,000.00	550.85	550.85	0.00	9,449.15	94.49 %
110-41510-252	LEGAL SERVICES	65,000.00	65,000.00	14,820.00	14,820.00	0.00	50,180.00	77.20 %
110-41510-254	ENGINEER EXP	20,000.00	20,000.00	346.25	346.25	0.00	19,653.75	98.27 %
Budget Notes								
Subject	Description							
reduced	department head cut \$2500 to reduce expenses							
110-41510-256	CONSULTANT'S SERVICES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
110-41510-258	ACCOUNTING SERVICE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
110-41510-260	REPAIR AND MAINTENANC-BLDG	15,000.00	15,000.00	729.74	729.74	0.00	14,270.26	95.14 %
Budget Notes								
Subject	Description							
reduced	reduced \$5000 based on past spending to reduce cost							
110-41510-269	ADA TRANSITIONAL PLAN - REPAIR/MANTNCE OTHER	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
110-41510-289	OTHER TRAVEL	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
Budget Notes								
Subject	Description							
reduced	reduced based on spending habits and more zoom meetings planned and to cut expenses							
110-41510-299	OTHER EXPENSES	15,000.00	15,000.00	39.74	39.74	0.00	14,960.26	99.74 %
Budget Notes								
Subject	Description							
Property Tax Relief Match	Use this account to cover the Property Tax Relief Match loss							
110-41510-310	OFFICE SUPPLIES	13,000.00	13,000.00	417.69	417.69	0.00	12,582.31	96.79 %
110-41510-331	GAS, DIESEL (FUEL ONLY)	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
110-41510-510	INSURANCE	10,000.00	10,000.00	726.79	726.79	0.00	9,273.21	92.73 %
Budget Notes								
Subject	Description							
liability	Property & Liability Insurance/possible claim deductible payment							
110-41510-631	INTEREST ON BONDED DEBT	237,500.00	237,500.00	0.00	0.00	0.00	237,500.00	100.00 %
Budget Notes								
Subject	Description							
BOND PAYMENT	INTEREST PAYMENT ON BOND DEBT CITY HALL FIRE HALL							
110-41510-717	MATCH FOR FRIENDS OF LIBRARY	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
110-41510-721	CONTRIBUTION LIBRARY	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	100.00 %
110-41510-727	CONTRIBUTION-CHAMBER OF COMMERCE	750.00	750.00	0.00	0.00	0.00	750.00	100.00 %
110-41510-737	EVENT COMMITTEE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
Budget Notes								
Subject	Description							
Event Committee	Planning a community event for October that will cost less.							
110-41510-740	Master Gardeners Beautification Project	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
110-41510-754	Home Grant	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	100.00 %
Budget Notes								
Subject	Description							
Matching revenue account	110-33435							

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
110-41510-795	CHEATHAM COUNTY PORT AUTHORITY	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
110-41510-900	CAPITAL OUTLAY	5,000,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	100.00 %
Budget Notes	<hr/>							
Subject	Description							
City Hall	To construct and equip the new city hall.							
110-41510-941	SURPLUS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
Budget Notes	<hr/>							
Subject	Description							
reduced	department head reduced \$5000 to cut expenses							
110-41510-944	LEASE OR PURCHASE	6,000.00	6,000.00	435.12	435.12	0.00	5,564.88	92.75 %
	Department: 41510 - CITY RECORDER Total:	6,482,650.00	6,482,650.00	52,908.01	52,908.01	0.00	6,429,741.99	99.18 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 41640 - Technology								
110-41640-110	Salaries	62,400.00	62,400.00	3,585.84	3,585.84	0.00	58,814.16	94.25 %
110-41640-112	Overtime	2,000.00	2,000.00	67.68	67.68	0.00	1,932.32	96.62 %
110-41640-141	OASI	5,125.00	5,125.00	275.32	275.32	0.00	4,849.68	94.63 %
110-41640-142	Hospital Insurance	8,500.00	8,500.00	476.16	476.16	0.00	8,023.84	94.40 %
110-41640-143	Retirement	4,200.00	4,200.00	237.48	237.48	0.00	3,962.52	94.35 %
110-41640-146	Worker's Compensation	1,200.00	1,200.00	58.79	58.79	0.00	1,141.21	95.10 %
Budget Notes								
Subject	Description							
WC Claims	Worker's Comp Insurance/possible claim deductible payment							
110-41640-148	EDUCATION AND TRAINING	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
Budget Notes								
Subject	Description							
Training	Microsoft Office, Networking security and sever							
110-41640-230	Publicity, Subscriptions, and Dues	98,500.00	98,500.00	16,963.38	16,963.38	0.00	81,536.62	82.78 %
Budget Notes								
Subject	Description							
Dues	Licensing for software : 365- \$7K & Tyler-\$25K							
110-41640-245	TELEPHONE AND TELEGRAPH	1,200.00	1,200.00	61.65	61.65	0.00	1,138.35	94.86 %
110-41640-256	Consultant's Services	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00 %
Budget Notes								
Subject	Description							
consultants services	Joe Atnip, Peace conversions, audit, tyler consulting							
110-41640-289	OTHER TRAVEL	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
Budget Notes								
Subject	Description							
travel	travel for training (airfare, hotel)							
110-41640-299	OTHER EXPENSES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
110-41640-310	Office Supplies	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
110-41640-320	OPERATING EXPENSES	10,000.00	10,000.00	0.00	0.00	2,122.28	7,877.72	78.78 %
Budget Notes								
Subject	Description							
expenses	Fire Walls & Switches							
110-41640-330	Lease Purchase Agreement	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	100.00 %
Budget Notes								
Subject	Description							
lease	Dell Lease purchase agreements (\$9100 for local clients, \$25,000 for data backup protection at city hall, \$20,000 for PD)							

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For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
110-41640-510	Insurance	1,500.00	1,500.00	81.00	81.00	0.00	1,419.00	94.60 %
Budget Notes								
Subject	Description							
insurance	Property & Liability Insurance/possible claim deductible payment							
110-41640-900	Capital Outlay	10,000.00	10,000.00	9,010.40	9,010.40	0.00	989.60	9.90 %
Budget Notes								
Subject	Description							
server	Emergency Server if needed							
	Department: 41640 - Technology Total:	282,125.00	282,125.00	30,817.70	30,817.70	2,122.28	249,185.02	88.32 %

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For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 42100 - POLICE								
110-42100-110	SALARIES	864,925.00	864,925.00	64,298.02	64,298.02	0.00	800,626.98	92.57 %
110-42100-112	SALARIES-OVERTIME	40,000.00	40,000.00	1,738.27	1,738.27	0.00	38,261.73	95.65 %
110-42100-120	RESERVE WAGES	0.00	0.00	325.00	325.00	0.00	-325.00	0.00 %
Budget Notes								
Subject	Description							
advertised incorrectly	removed the amount and will add back into budget in July							
Reserve Officers	\$20 per hour for all events worked 2 hour minimum for transport							
110-42100-132	BONUS PAY	17,000.00	17,000.00	0.00	0.00	0.00	17,000.00	100.00 %
110-42100-141	OASI (EMPLOYER'S SHARE)	73,775.00	73,775.00	4,792.25	4,792.25	0.00	68,982.75	93.50 %
110-42100-142	HOSPITAL AND HEALTH INSURANCE	153,000.00	153,000.00	9,054.20	9,054.20	0.00	143,945.80	94.08 %
Budget Notes								
Subject	Description							
Health Insurance	Based on \$8500 per employee for FY21 More accurate numbers in May							
110-42100-143	RETIREMENT - CURRENT	59,150.00	59,150.00	4,070.63	4,070.63	0.00	55,079.37	93.12 %
110-42100-146	WORKMEN'S COMPENSATION	35,000.00	35,000.00	19,032.83	19,032.83	0.00	15,967.17	45.62 %
Budget Notes								
Subject	Description							
Claims	Worker's Comp Insurance/possible claim deductible payment							
110-42100-148	EDUCATION AND TRAINING	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	100.00 %
110-42100-210	COMMUNICATION	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
110-42100-230	PUBLICITY, SUBSCRIPTIONS, AND DUES	3,500.00	3,500.00	300.00	300.00	1,844.04	1,355.96	38.74 %
110-42100-241	ELECTRIC	8,500.00	8,500.00	949.44	949.44	0.00	7,550.56	88.83 %
110-42100-242	WATER	950.00	950.00	0.00	0.00	0.00	950.00	100.00 %
110-42100-244	GAS	4,250.00	4,250.00	46.20	46.20	0.00	4,203.80	98.91 %
110-42100-245	TELEPHONE AND TELEGRAPH	30,000.00	30,000.00	1,973.23	1,973.23	0.00	28,026.77	93.42 %
110-42100-256	CONSULTANT'S SERVICES	5,000.00	5,000.00	1,428.00	1,428.00	0.00	3,572.00	71.44 %
110-42100-260	REPAIR AND MAINTENANC-BLDG	15,000.00	15,000.00	210.96	210.96	0.00	14,789.04	98.59 %
110-42100-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	15,000.00	15,000.00	27.70	27.70	0.00	14,972.30	99.82 %
110-42100-269	OTHER REPAIR AND MAINTENANCE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
110-42100-289	OTHER TRAVEL	8,000.00	8,000.00	364.78	364.78	0.00	7,635.22	95.44 %
110-42100-296	NCIC	7,000.00	7,000.00	400.00	400.00	0.00	6,600.00	94.29 %
110-42100-299	OTHER EXPENSES	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	100.00 %
110-42100-310	OFFICE SUPPLIES	6,500.00	6,500.00	415.43	415.43	0.00	6,084.57	93.61 %
110-42100-320	OPERATING SUPPLIES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
110-42100-326	CLOTHING AND UNIFORMS	15,000.00	15,000.00	-501.28	-501.28	0.00	15,501.28	103.34 %
110-42100-327	FIRE ARM SUPPLIES	8,000.00	8,000.00	-2,000.00	-2,000.00	0.00	10,000.00	125.00 %

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For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Budget Notes	<hr/>							
Subject	Description							
Shotguns	Department Head removed from fye21 budget. Purchasing in the fye20 budget. Replace all shotguns and trade the current ones \$10,000.							
110-42100-331	GAS, DIESEL (FUEL ONLY)	50,000.00	50,000.00	2,393.09	2,393.09	0.00	47,606.91	95.21 %
110-42100-510	INSURANCE	55,000.00	55,000.00	1,149.81	1,149.81	0.00	53,850.19	97.91 %
Budget Notes	<hr/>							
Subject	Description							
liability	Property & Liability Insurance/possible claim deductible payment							
110-42100-798	Donation Money	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
110-42100-900	CAPITAL OUTLAY	162,402.00	162,402.00	77,083.00	77,083.00	0.00	85,319.00	52.54 %
Budget Notes	<hr/>							
Subject	Description							
2 cars	2 cars and all equipment Department Head requested encumbrance of \$80,402 be re-appropriated for the fye21 year. The amount represents 2 cars that will not be purchased by June 30, 2020 due to COVID-19.							
Department: 42100 - POLICE Total:		1,679,452.00	1,679,452.00	187,551.56	187,551.56	1,844.04	1,490,056.40	88.72 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 42200 - FIRE PROTECTION AND CONTROL								
110-42200-110	SALARIES	738,075.00	738,075.00	57,502.11	57,502.11	0.00	680,572.89	92.21 %
110-42200-112	SALARIES-OVERTIME	28,500.00	28,500.00	1,863.83	1,863.83	0.00	26,636.17	93.46 %
110-42200-120	WAGES	207,100.00	207,100.00	11,365.88	11,365.88	0.00	195,734.12	94.51 %
Budget Notes								
Subject	Description							
County Coverage	\$100,000 pass through to pay for county coverage \$13.50 per hour increase to \$15 per hour							
110-42200-132	BONUS PAY	13,500.00	13,500.00	0.00	0.00	0.00	13,500.00	100.00 %
110-42200-141	OASI (EMPLOYER'S SHARE)	78,975.00	78,975.00	5,047.16	5,047.16	0.00	73,927.84	93.61 %
110-42200-142	HOSPITAL AND HEALTH INSURANCE	119,000.00	119,000.00	9,152.72	9,152.72	0.00	109,847.28	92.31 %
Budget Notes								
Subject	Description							
Health Insurance	Based on \$8,500 per person. True figures in May.							
110-42200-143	RETIREMENT - CURRENT	50,725.00	50,725.00	3,858.78	3,858.78	0.00	46,866.22	92.39 %
110-42200-146	WORKMEN'S COMPENSATION	27,000.00	27,000.00	15,383.20	15,383.20	0.00	11,616.80	43.03 %
Budget Notes								
Subject	Description							
Claims	Worker's Comp Insurance/possible claim deductible payment							
110-42200-148	EDUCATION AND TRAINING	18,000.00	18,000.00	1,050.00	1,050.00	0.00	16,950.00	94.17 %
Budget Notes								
Subject	Description							
Training	Department Head cut \$10,000 to reduce expenses Ada training							
110-42200-162	VOLUNTEER FIREMEN	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %
Budget Notes								
Subject	Description							
cuts	Department Head cut \$5,000 to reduce expenses							
110-42200-210	COMMUNICATION	9,000.00	9,000.00	4,696.40	4,696.40	0.00	4,303.60	47.82 %
110-42200-211	POSTAGE	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
110-42200-212	FREIGHT & SHIPPING	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	100.00 %
110-42200-219	Fire Prevention/Public Ed	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00	100.00 %
Budget Notes								
Subject	Description							
Purchase Items	Fire prevention items to use in schools.							
110-42200-230	PUBLICITY/SUBSCRIPTION/DUES	5,500.00	5,500.00	1,345.50	1,345.50	0.00	4,154.50	75.54 %

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For Fiscal: 2020-2021 Period Ending: 07/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Budget Notes								
Subject	Description							
Codes	Codes books and subscriptions							
110-42200-241	ELECTRIC	18,000.00	18,000.00	895.79	895.79	0.00	17,104.21	95.02 %
110-42200-242	WATER	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
110-42200-244	NATURAL GAS	5,500.00	5,500.00	58.41	58.41	0.00	5,441.59	98.94 %
110-42200-245	Telephone	24,500.00	24,500.00	2,249.54	2,249.54	0.00	22,250.46	90.82 %
Budget Notes								
Subject	Description							
3 Employees	Added 3 employees in FY20.							
110-42200-254	ENGINEER EXPENSE	10,000.00	10,000.00	72,846.25	72,846.25	0.00	-62,846.25	-628.46 %
110-42200-256	CONSULTANTS SERVICE	28,500.00	28,500.00	0.00	0.00	0.00	28,500.00	100.00 %
110-42200-257	TN STATE PLANNING OFFICE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
110-42200-260	REPAIR AND MAINTENANC-BLDG	10,000.00	10,000.00	537.08	537.08	0.00	9,462.92	94.63 %
Budget Notes								
Subject	Description							
Station 2	Department Head cut \$43,000 to reduce cost New surface material for playground at fire hall #2. \$43,000 (poured in place rubber)							
110-42200-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	43,000.00	43,000.00	149.82	149.82	0.00	42,850.18	99.65 %
110-42200-269	OTHER REPAIR AND MAINTENANCE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %
110-42200-289	OTHER TRAVEL	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	100.00 %
110-42200-295	DUMPSTER SERVICE	1,500.00	1,500.00	96.83	96.83	0.00	1,403.17	93.54 %
110-42200-299	OTHER EXPENSES	2,000.00	2,000.00	244.00	244.00	0.00	1,756.00	87.80 %
110-42200-310	OFFICE SUPPLIES	2,000.00	2,000.00	118.71	118.71	0.00	1,881.29	94.06 %
110-42200-320	OPERATING SUPPLIES	29,000.00	29,000.00	1,027.07	1,027.07	0.00	27,972.93	96.46 %
Budget Notes								
Subject	Description							
Operating Supplies	Fire foam, carwash soap, truck supplies, fluids, etc.							
110-42200-326	CLOTHING AND UNIFORMS	13,750.00	13,750.00	300.00	300.00	0.00	13,450.00	97.82 %
110-42200-329	PERSONAL PROTECTIVE GEAR	10,000.00	10,000.00	477.60	477.60	0.00	9,522.40	95.22 %
Budget Notes								
Subject	Description							
cuts	Department Head cut \$10,000 to reduce cost							
110-42200-331	GAS, DIESEL (FUEL ONLY)	25,000.00	25,000.00	1,305.34	1,305.34	0.00	23,694.66	94.78 %
Budget Notes								
Subject	Description							
cuts	Department Head cut \$5,000 to reduce expenses							
110-42200-510	INSURANCE	75,000.00	75,000.00	8,802.00	8,802.00	0.00	66,198.00	88.26 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Budget Notes								
Subject	Description							
liability	Property & Liability Insurance/possible claim deductible payment							
110-42200-791	JECD	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00	100.00 %
Budget Notes								
Subject	Description							
Salary	City portion of the JECD salary.							
110-42200-792	GIS SYSTEM	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00 %
110-42200-793	GRANTS	42,800.00	42,800.00	150.00	150.00	0.00	42,650.00	99.65 %
Budget Notes								
Subject	Description							
FEMA Safer Grant	4 year grant of \$171,200 total yearly estimate of \$42,800 began in 4th quarter 2018 should end in 4th quarter 2022							
110-42200-900	CAPITAL OUTLAY	5,105,000.00	5,105,000.00	0.00	0.00	1,015,862.00	4,089,138.00	80.10 %
Budget Notes								
Subject	Description							
Fire Hall	Department Head cut \$15,000 shade structures to reduce expenses Fire Hall \$5,000,000 Fire Truck Payment \$100,000 (maybe \$85,000) Cantilever Shade structures for playground at Fire Hall #2 \$14,000 (3 of them) \$6,000 ?							
110-42200-939	DEMOLITIONS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
110-42200-940	MACHINERY AND EQUIPMENT	900,000.00	900,000.00	0.00	0.00	0.00	900,000.00	100.00 %
Budget Notes								
Subject	Description							
FIRE TRUCK	FIRE TRUCK 800,000 \$100,000 grant							
Department: 42200 - FIRE PROTECTION AND CONTROL Total:		7,755,025.00	7,755,025.00	200,524.02	200,524.02	1,015,862.00	6,538,638.98	84.31 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 43100 - HIGHWAYS AND STREETS								
110-43100-110	SALARIES	273,450.00	273,450.00	19,864.01	19,864.01	0.00	253,585.99	92.74 %
110-43100-112	SALARIES-OVERTIME	10,000.00	10,000.00	316.81	316.81	0.00	9,683.19	96.83 %
110-43100-132	BONUS PAY	5,450.00	5,450.00	0.00	0.00	0.00	5,450.00	100.00 %
110-43100-141	OASI	23,125.00	23,125.00	1,485.55	1,485.55	0.00	21,639.45	93.58 %
110-43100-142	HOSPITAL AND HEALTH INSURANCE	50,150.00	50,150.00	2,701.13	2,701.13	0.00	47,448.87	94.61 %
Budget Notes								
Subject	Description							
Health Insurance	Based on \$8,500 True numbers in May							
110-43100-143	RETIREMENT	18,800.00	18,800.00	1,311.75	1,311.75	0.00	17,488.25	93.02 %
110-43100-146	WORKERS COMP.	20,000.00	20,000.00	7,328.37	7,328.37	0.00	12,671.63	63.36 %
Budget Notes								
Subject	Description							
Claims	Worker's Comp Insurance/possible claim deductible payment							
110-43100-148	EDUCATION/TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
110-43100-212	FREIGHT/SHIPPING	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
110-43100-230	PUBLICITY/SUBSCRIPTION/DUES	600.00	600.00	0.00	0.00	0.00	600.00	100.00 %
110-43100-241	ELECTRIC	6,000.00	6,000.00	330.85	330.85	0.00	5,669.15	94.49 %
110-43100-242	WATER	600.00	600.00	0.00	0.00	0.00	600.00	100.00 %
110-43100-244	NATURAL GAS	1,800.00	1,800.00	19.47	19.47	0.00	1,780.53	98.92 %
110-43100-245	TELEPHONE	6,500.00	6,500.00	536.48	536.48	0.00	5,963.52	91.75 %
110-43100-247	STREET LIGHTING	90,000.00	90,000.00	5,989.55	5,989.55	0.00	84,010.45	93.34 %
110-43100-254	ENGINEER EXPENSE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
110-43100-260	REPAIR/MAINTENANCE BUILDING	15,000.00	15,000.00	175.00	175.00	0.00	14,825.00	98.83 %
110-43100-261	REPAIR/MAINTENANCE VEHICLE	14,000.00	14,000.00	1,618.55	1,618.55	1,409.22	10,972.23	78.37 %
110-43100-262	REPAIR/MAINTENANCE MECH.	11,700.00	11,700.00	211.48	211.48	0.00	11,488.52	98.19 %
110-43100-264	REPAIR/MAINTENANCE TRAFFIC LIGHTS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
110-43100-268	ROAD/BRIDGE REPAIRS	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %
110-43100-295	DUMPSTER SERVICE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
110-43100-299	OTHER EXPENSES	6,700.00	6,700.00	103.35	103.35	0.00	6,596.65	98.46 %
Budget Notes								
Subject	Description							
reduce	Department Head cut \$2,500 to reduce expenses							
110-43100-310	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
110-43100-320	OPERATING SUPPLIES	12,500.00	12,500.00	414.11	414.11	0.00	12,085.89	96.69 %
Budget Notes								
Subject	Description							
reduce	Department Head cut \$7,500 to reduce expenses							

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110-43100-321	AGRICULTURE AND HORTICULTURE SUPPLIES	7,500.00	7,500.00	493.00	493.00	0.00	7,007.00	93.43 %
Budget Notes								
Subject	Description							
reduce	Department Head cut \$2,500 to reduce expenses							
110-43100-326	CLOTHING AND UNIFORMS	7,300.00	7,300.00	64.75	64.75	0.00	7,235.25	99.11 %
110-43100-331	GAS, DIESEL (FUEL ONLY)	19,600.00	19,600.00	907.92	907.92	0.00	18,692.08	95.37 %
110-43100-342	SIGN PARTS AND SUPPLIES	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00 %
110-43100-423	GUARD RAILS AND POSTS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
110-43100-426	CULVERTS	6,500.00	6,500.00	346.90	346.90	600.00	5,553.10	85.43 %
110-43100-451	CRUSHED STONE	12,500.00	12,500.00	0.00	0.00	1,696.50	10,803.50	86.43 %
Budget Notes								
Subject	Description							
reduce	Department Head cut \$2,500 to reduce expenses							
110-43100-454	SALT	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	100.00 %
Budget Notes								
Subject	Description							
reduced	Department Head cut \$3,000 to reduce expenses							
110-43100-510	INSURANCE	12,000.00	12,000.00	2,079.11	2,079.11	0.00	9,920.89	82.67 %
Budget Notes								
Subject	Description							
liability	Property & Liability Insurance/possible claim deductible payment							
110-43100-930	IMPROVEMENTS OTHER THAN BUILDINGS	168,505.00	168,505.00	62.00	62.00	164,240.00	4,203.00	2.49 %
Budget Notes								
Subject	Description							
TN Waltz Hwy 12 Red Light Design	\$161,005 AO Smith will reimburse 110-33701 \$7500 Ped Post, Signals, Push Buttons 161,005 Estimate Roadway Quantites							
110-43100-944	LEASE OR PURCHASE	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	100.00 %
	Department: 43100 - HIGHWAYS AND STREETS Total:	888,280.00	888,280.00	46,360.14	46,360.14	167,945.72	673,974.14	75.87 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 44310 - SENIOR CITIZEN ACTIVITIES								
110-44310-110	SALARIES	151,175.00	151,175.00	8,685.13	8,685.13	0.00	142,489.87	94.25 %
110-44310-132	BONUS PAY	1,450.00	1,450.00	0.00	0.00	0.00	1,450.00	100.00 %
110-44310-141	OASI (EMPLOYER'S SHARE)	12,225.00	12,225.00	641.40	641.40	0.00	11,583.60	94.75 %
110-44310-142	HOSPITAL AND HEALTH INSURANCE	17,000.00	17,000.00	489.43	489.43	0.00	16,510.57	97.12 %
Budget Notes								
Subject	Description							
Health Insurance Estimate	Based on \$8500 per employee. More accurate number in May.							
110-44310-143	RETIREMENT - CURRENT	6,025.00	6,025.00	264.36	264.36	0.00	5,760.64	95.61 %
Budget Notes								
Subject	Description							
Full Time Position	Vacant Full time position							
110-44310-146	WORKMEN'S COMPENSATION	2,000.00	2,000.00	343.84	343.84	0.00	1,656.16	82.81 %
Budget Notes								
Subject	Description							
Claims	Worker's Comp Insurance/possible claim deductible payment							
110-44310-148	EDUCATION AND TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
110-44310-211	POSTAGE	200.00	200.00	0.00	0.00	0.00	200.00	100.00 %
110-44310-230	PUBLICITY, SUBSCRIPTIONS, AND DUES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
Budget Notes								
Subject	Description							
conference dues	conference dues							
110-44310-241	ELECTRIC	14,000.00	14,000.00	882.65	882.65	0.00	13,117.35	93.70 %
110-44310-242	WATER	2,600.00	2,600.00	0.00	0.00	0.00	2,600.00	100.00 %
110-44310-244	GAS	2,500.00	2,500.00	63.90	63.90	0.00	2,436.10	97.44 %
110-44310-245	TELEPHONE AND TELEGRAPH	8,000.00	8,000.00	638.67	638.67	0.00	7,361.33	92.02 %
110-44310-259	OTHER PROFESSIONAL SERVICES	12,200.00	12,200.00	0.00	0.00	0.00	12,200.00	100.00 %
Budget Notes								
Subject	Description							
Lindy Murff & GNRC prizes	raise for Lindy \$1200 gnrc prizes							
110-44310-260	REPAIR AND MAINTENANC-BLDG	9,000.00	9,000.00	36.98	36.98	0.00	8,963.02	99.59 %
Budget Notes								
Subject	Description							
generator	generator plumbing							
110-44310-283	OUT-OF-TOWN EXPENSE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
110-44310-289	OTHER TRAVEL	8,500.00	8,500.00	0.00	0.00	0.00	8,500.00	100.00 %
Budget Notes								
Subject	Description							
MidCumberland Travel	when grant money runs out this line item pays for travel midcumberland travel							
110-44310-295	DUMPSTER SERVICE	1,800.00	1,800.00	139.99	139.99	0.00	1,660.01	92.22 %
110-44310-299	OTHER EXPENSES	8,500.00	8,500.00	678.19	678.19	0.00	7,821.81	92.02 %
Budget Notes								
Subject	Description							
copier/programming	Department Head cut \$1,000 to reduce expenses programming for the senior center copier fees							
110-44310-310	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
110-44310-326	SENIOR CITIZEN ACTIVITIES	250.00	250.00	0.00	0.00	0.00	250.00	100.00 %
Budget Notes								
Subject	Description							
Shirts for Staff	shirts for the staff							
110-44310-510	INSURANCE	3,000.00	3,000.00	1,343.73	1,343.73	0.00	1,656.27	55.21 %
Budget Notes								
Subject	Description							
liability	Property & Liability Insurance/possible claim deductible payment							
110-44310-723	MID CUMBERLAND HUMAN RESOURCE	7,050.00	7,050.00	0.00	0.00	0.00	7,050.00	100.00 %
110-44310-729	MEALS ON WHEELS	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	100.00 %
110-44310-900	CAPITAL OUTLAY	2,500.00	2,500.00	385.93	385.93	0.00	2,114.07	84.56 %
Budget Notes								
Subject	Description							
office enclosure, new building	Department Head/Council cut \$25,000 to reduce budget enclosure of office \$25,000 new building fund							
Department: 44310 - SENIOR CITIZEN ACTIVITIES Total:		282,475.00	282,475.00	14,594.20	14,594.20	0.00	267,880.80	94.83 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 44700 - PARKS								
110-44700-110	SALARIES	161,250.00	161,250.00	10,488.12	10,488.12	0.00	150,761.88	93.50 %
Budget Notes								
Subject	Description							
new employee	Department Head cut to reduce expenses seasonal employee 26 weeks 40 hours per week \$15 per hour \$15,600							
110-44700-112	SALARIES-OVERTIME	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
110-44700-132	BONUS PAY	950.00	950.00	0.00	0.00	0.00	950.00	100.00 %
110-44700-141	OASI (EMPLOYER'S SHARE)	13,225.00	13,225.00	792.46	792.46	0.00	12,432.54	94.01 %
110-44700-142	HOSPITAL AND HEALTH INSURANCE	27,200.00	27,200.00	1,025.19	1,025.19	0.00	26,174.81	96.23 %
Budget Notes								
Subject	Description							
Health Insurance	Based on \$8500 per employee for FY21 More accurate numbers in May							
110-44700-143	RETIREMENT - CURRENT	10,750.00	10,750.00	553.28	553.28	0.00	10,196.72	94.85 %
110-44700-146	WORKMEN'S COMPENSATION	5,000.00	5,000.00	2,213.15	2,213.15	0.00	2,786.85	55.74 %
Budget Notes								
Subject	Description							
Claims	Worker's Comp Insurance/possible claim deductible payment							
110-44700-148	EDUCATION AND TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
110-44700-200	CONTRACTUAL SERVICES	17,000.00	17,000.00	0.00	0.00	0.00	17,000.00	100.00 %
Budget Notes								
Subject	Description							
mowing	mowing							
110-44700-212	FREIGHT & SHIPPING	1,500.00	1,500.00	143.91	143.91	636.23	719.86	47.99 %
110-44700-230	PUBLICITY, SUBSCRIPTIONS, AND DUES	1,500.00	1,500.00	193.36	193.36	0.00	1,306.64	87.11 %
110-44700-236	Farmers Market/Public Relations	4,000.00	4,000.00	140.00	140.00	0.00	3,860.00	96.50 %
110-44700-241	ELECTRIC	32,500.00	32,500.00	1,895.32	1,895.32	0.00	30,604.68	94.17 %
110-44700-242	WATER	4,700.00	4,700.00	0.00	0.00	0.00	4,700.00	100.00 %
110-44700-243	PORTAJOHNS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
110-44700-244	NATURAL GAS	1,500.00	1,500.00	19.47	19.47	0.00	1,480.53	98.70 %
110-44700-245	TELEPHONE AND TELEGRAPH	5,000.00	5,000.00	325.52	325.52	0.00	4,674.48	93.49 %
110-44700-254	ENGINEER EXPENSE	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Budget Notes								
Subject	Description							
expenses	Department Head cut \$30,000 to reduce expense. \$15000 puzzle fool, \$15000 johns park bathroom \$75000 trail							
110-44700-260	REPAIR AND MAINTENANC-BLDG	9,000.00	9,000.00	175.00	175.00	0.00	8,825.00	98.06 %
Budget Notes								
Subject	Description							
ada repairs	ada repairs							
110-44700-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
Budget Notes								
Subject	Description							
tires	tires							
110-44700-262	REPAIR AND MAINTENANCE OTHER MACHINERY AND EQUIPME	1,000.00	1,000.00	320.73	320.73	0.00	679.27	67.93 %
110-44700-263	REPAIR & MAINTENANCE TRAIL	50,000.00	50,000.00	63.47	63.47	0.00	49,936.53	99.87 %
Budget Notes								
Subject	Description							
lumber	repair to bridges							
110-44700-289	OTHER TRAVEL	900.00	900.00	0.00	0.00	0.00	900.00	100.00 %
110-44700-295	DUMPSTER SERVICE	10,000.00	10,000.00	542.20	542.20	0.00	9,457.80	94.58 %
110-44700-299	OTHER EXPENSES	1,000.00	1,000.00	62.00	62.00	0.00	938.00	93.80 %
110-44700-310	OFFICE SUPPLIES	400.00	400.00	0.00	0.00	0.00	400.00	100.00 %
110-44700-320	OPERATING SUPPLIES	10,000.00	10,000.00	130.38	130.38	0.00	9,869.62	98.70 %
110-44700-321	AGRICULTURE & HORTICULTURE	8,000.00	8,000.00	24.65	24.65	0.00	7,975.35	99.69 %
110-44700-326	CLOTHING AND UNIFORMS	1,500.00	1,500.00	21.78	21.78	0.00	1,478.22	98.55 %
110-44700-331	GAS, DIESEL (FUEL ONLY)	6,000.00	6,000.00	273.59	273.59	0.00	5,726.41	95.44 %
110-44700-342	SIGN PARTS AND SUPPLIES	2,000.00	2,000.00	32.00	32.00	0.00	1,968.00	98.40 %
110-44700-426	CULVERTS	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	100.00 %
110-44700-451	CRUSHED STONE	5,000.00	5,000.00	402.95	402.95	0.00	4,597.05	91.94 %
110-44700-510	INSURANCE	15,000.00	15,000.00	5,907.95	5,907.95	0.00	9,092.05	60.61 %
Budget Notes								
Subject	Description							
liability	Property & Liability Insurance/possible claim deductible payment							
110-44700-900	CAPITAL OUTLAY	88,502.29	88,502.29	0.00	0.00	5,375.55	83,126.74	93.93 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Budget Notes	Description							
Subject	Department Head cut 1,2,3 & 5 to reduce expenses.							
Capital Outlay	1. New signs for all parks. \$7,000, 2. HVAC units for bathrooms at Riverbluff Park \$8,000, 3. Cantilever Shade structures for edge of playground at Riverbluff. \$10,000 (3 of them), 4. New swings for Riverbluff Park. \$6,000, 5. New Christmas decorations. \$4,000							
	Total \$35,000, Re-appropriating \$82,502.29 for paving of the Bicentennial Trail from FYE20 budget that can not be completed due to COVID19.							
110-44700-935	TRIATHLON	400.00	400.00	0.00	0.00	0.00	400.00	100.00 %
110-44700-937	SUMMERFEST	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %
	Department: 44700 - PARKS Total:	614,977.29	614,977.29	25,746.48	25,746.48	6,011.78	583,219.03	94.84 %
	Fund: 110 - GENERAL FUND Total:	18,280,459.29	18,280,459.29	581,488.30	581,488.30	1,193,785.82	16,505,185.17	90.29 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 121 - STATE STREET AID FUND								
Department: 43100 - HIGHWAYS AND STREETS								
121-43100-264	HIGHWAYS AND STREETS	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
Budget Notes								
Subject	Description							
Paving	Department Head cutting \$80,000 to reduce expenses. Did not spend 2020 funds due to COVID-19. Re-appropriating 2020 funds and adding \$140,000 for 2021.							
Department: 43100 - HIGHWAYS AND STREETS Total:		200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
Fund: 121 - STATE STREET AID FUND Total:		200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 123 - DRUG FUND								
Department: 42129 - DRUG INVESTIGATION AND CONTROL								
123-42129-148	EDUCATION AND TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
123-42129-210	COMMUNICATION	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
123-42129-289	OTHER TRAVEL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
123-42129-299	OTHER EXPENSES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
123-42129-320	OPERATING SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	100.00 %
123-42129-900	DRUG INVESTIGATION AND CONTROL	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %
Department: 42129 - DRUG INVESTIGATION AND CONTROL Total:		32,750.00	32,750.00	0.00	0.00	0.00	32,750.00	100.00 %
Fund: 123 - DRUG FUND Total:		32,750.00	32,750.00	0.00	0.00	0.00	32,750.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 150 - PASS THROUGH GRANT								
Department: 41510 - CITY RECORDER								
150-41510-720	Pass through grant payable	1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %
Budget Notes								
Subject	Description							
AO Smith Berm	AO Smith Berm							
Department: 41510 - CITY RECORDER Total:		1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %
Fund: 150 - PASS THROUGH GRANT Total:		1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 413 - WATER AND SEWER								
Department: 52300 - WATER & SEWER								
413-52300-110	SALARIES	830,500.00	830,500.00	57,604.78	57,604.78	0.00	772,895.22	93.06 %
413-52300-112	SALARIES-OVERTIME	50,000.00	50,000.00	3,469.02	3,469.02	0.00	46,530.98	93.06 %
413-52300-132	BONUS PAY	15,250.00	15,250.00	0.00	0.00	0.00	15,250.00	100.00 %
413-52300-141	OASI (EMPLOYER'S SHARE)	71,675.00	71,675.00	4,395.84	4,395.84	0.00	67,279.16	93.87 %
413-52300-142	HOSPITAL AND HEALTH INSURANCE	152,150.00	152,150.00	16,029.98	16,029.98	0.00	136,120.02	89.46 %
Budget Notes								
Subject	Description							
Health Insurance	Based on \$8500 True numbers in May							
413-52300-143	RETIREMENT - CURRENT	58,225.00	58,225.00	3,969.78	3,969.78	0.00	54,255.22	93.18 %
413-52300-146	WORKMEN'S COMPENSATION	30,000.00	30,000.00	13,345.91	13,345.91	0.00	16,654.09	55.51 %
Budget Notes								
Subject	Description							
Claims	Worker's Comp Insurance/possible claim deductible payment							
413-52300-148	EDUCATION AND TRAINING	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	100.00 %
Budget Notes								
Subject	Description							
Ada training	Ada training for Brian Stinson							
413-52300-211	POSTAGE	9,000.00	9,000.00	695.40	695.40	0.00	8,304.60	92.27 %
413-52300-212	FREIGHT & SHIPPING	7,000.00	7,000.00	71.69	71.69	0.00	6,928.31	98.98 %
413-52300-230	PUBLICITY, SUBSCRIPTIONS, AND DUES	24,000.00	24,000.00	5,207.68	5,207.68	0.00	18,792.32	78.30 %
413-52300-241	ELECTRIC	205,000.00	205,000.00	15,550.74	15,550.74	0.00	189,449.26	92.41 %
413-52300-244	NATURAL GAS	6,000.00	6,000.00	111.87	111.87	0.00	5,888.13	98.14 %
413-52300-245	TELEPHONE	22,000.00	22,000.00	1,636.25	1,636.25	0.00	20,363.75	92.56 %
413-52300-249	STEP MAINTENANCE/PICKNEY BROS.	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	100.00 %
413-52300-252	LEGAL SERVICES	10,000.00	10,000.00	640.00	640.00	0.00	9,360.00	93.60 %
413-52300-254	ENGINEER EXPENSE	37,000.00	37,000.00	0.00	0.00	0.00	37,000.00	100.00 %
413-52300-255	DATA PROCESSING SERVICES	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	100.00 %
413-52300-258	ACCOUNTING SERVICE	11,500.00	11,500.00	0.00	0.00	0.00	11,500.00	100.00 %
413-52300-260	REPAIR AND MAINTENANC-BLDG	25,000.00	25,000.00	434.95	434.95	0.00	24,565.05	98.26 %
413-52300-261	Repair/Maintenance Vehicle	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00 %
413-52300-262	REPAIR AND MAINTENANCE OTHER MACHINERY AND EQUIPME	50,000.00	50,000.00	413.68	413.68	0.00	49,586.32	99.17 %
413-52300-263	METER REPLACEMENT	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %
413-52300-265	SEWER LINE REPAIR AND MAINTENANCE	40,000.00	40,000.00	179.94	179.94	0.00	39,820.06	99.55 %
413-52300-266	WATER LINE AND TANK MAINTENANCE	65,000.00	65,000.00	0.00	0.00	2,836.25	62,163.75	95.64 %
413-52300-267	REPAIR AND MAINTENANCE PUMPS	60,000.00	60,000.00	0.00	0.00	4,003.63	55,996.37	93.33 %
413-52300-289	OTHER TRAVEL	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
413-52300-292	SEWER CHEMICAL AND LAB EXPENSE	20,000.00	20,000.00	0.00	0.00	1,100.00	18,900.00	94.50 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
413-52300-293	WATER AND SEWER TESTING	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00	100.00 %
413-52300-295	DUMPSTER SERVICE	30,000.00	30,000.00	3,861.69	3,861.69	0.00	26,138.31	87.13 %
413-52300-299	OTHER EXPENSES	9,000.00	9,000.00	228.35	228.35	0.00	8,771.65	97.46 %
413-52300-310	OFFICE SUPPLIES	5,500.00	5,500.00	125.93	125.93	0.00	5,374.07	97.71 %
413-52300-320	OPERATING SUPPLIES	16,500.00	16,500.00	1,142.18	1,142.18	0.00	15,357.82	93.08 %
413-52300-322	CHEMICALS	175,000.00	175,000.00	630.00	630.00	1,230.00	173,140.00	98.94 %
413-52300-326	CLOTHING AND UNIFORMS	15,800.00	15,800.00	150.64	150.64	0.00	15,649.36	99.05 %
413-52300-331	GAS, DIESEL (FUEL ONLY)	22,500.00	22,500.00	1,005.13	1,005.13	0.00	21,494.87	95.53 %
413-52300-339	FIRE HYDRANT REPAIR AND MTNCE	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00 %
413-52300-451	CRUSHED STONE	13,500.00	13,500.00	0.00	0.00	2,911.50	10,588.50	78.43 %
413-52300-510	INSURANCE	60,000.00	60,000.00	29,230.48	29,230.48	0.00	30,769.52	51.28 %

Budget Notes

Subject	Description
liability	Property & Liability Insurance/possible claim deductible payment

413-52300-551	TRUSTEE FEES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
413-52300-613	AMORTIZATION ON BOND PREMIUM	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	100.00 %
413-52300-631	INTEREST ON BONDED DEBT	318,750.00	318,750.00	0.00	0.00	0.00	318,750.00	100.00 %

Budget Notes

Subject	Description
bond/loan payment	bond payment \$70,000 loan payment \$283375

413-52300-700	BAD DEBIT EXPENSE	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00 %
413-52300-900	CAPITAL OUTLAY	485,000.00	485,000.00	0.00	0.00	0.00	485,000.00	100.00 %

Budget Notes

Subject	Description
Capital outlay items	\$130,000 filter at water plant - also re-appropriating \$130,000 from fiscal year 2020 for filter that will not be replaced before June 30 due to COVID-19. \$75000 land for sewer plant (if not spent in fy20 budget) \$150000 pump stations (possible grant)

413-52300-929	OTHER BUILDING- SEWER PLANT	17,000,000.00	17,000,000.00	0.00	0.00	0.00	17,000,000.00	100.00 %
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Budget Notes

Subject	Description
sewer plant	construction of sewer plant

Department: 52300 - WATER & SEWER Total:	20,200,350.00	20,200,350.00	160,131.91	160,131.91	12,081.38	20,028,136.71	99.15 %
Fund: 413 - WATER AND SEWER Total:	20,200,350.00	20,200,350.00	160,131.91	160,131.91	12,081.38	20,028,136.71	99.15 %
Report Total:	39,913,559.29	39,913,559.29	741,620.21	741,620.21	1,205,867.20	37,966,071.88	95.12 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 110 - GENERAL FUND							
41210 - CITY COURT	295,475.00	295,475.00	22,986.19	22,986.19	0.00	272,488.81	92.22 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
41510 - CITY RECORDER	6,482,650.00	6,482,650.00	52,908.01	52,908.01	0.00	6,429,741.99	99.18 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
41640 - Technology	282,125.00	282,125.00	30,817.70	30,817.70	2,122.28	249,185.02	88.32 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
42100 - POLICE	1,679,452.00	1,679,452.00	187,551.56	187,551.56	1,844.04	1,490,056.40	88.72 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
42200 - FIRE PROTECTION AND CONTROL	7,755,025.00	7,755,025.00	200,524.02	200,524.02	1,015,862.00	6,538,638.98	84.31 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
43100 - HIGHWAYS AND STREETS	888,280.00	888,280.00	46,360.14	46,360.14	167,945.72	673,974.14	75.87 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
44310 - SENIOR CITIZEN ACTIVITIES	282,475.00	282,475.00	14,594.20	14,594.20	0.00	267,880.80	94.83 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
44700 - PARKS	614,977.29	614,977.29	25,746.48	25,746.48	6,011.78	583,219.03	94.84 %
Fund: 110 - GENERAL FUND Total:	18,280,459.29	18,280,459.29	581,488.30	581,488.30	1,193,785.82	16,505,185.17	90.29 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 121 - STATE STREET AID FUND							
43100 - HIGHWAYS AND STREETS	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
Fund: 121 - STATE STREET AID FUND Total:	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 123 - DRUG FUND							
42129 - DRUG INVESTIGATION AND CONTROL	32,750.00	32,750.00	0.00	0.00	0.00	32,750.00	100.00 %
Fund: 123 - DRUG FUND Total:	32,750.00	32,750.00	0.00	0.00	0.00	32,750.00	100.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 150 - PASS THROUGH GRANT							
41510 - CITY RECORDER	1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %
Fund: 150 - PASS THROUGH GRANT Total:	1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 07/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 413 - WATER AND SEWER							
52300 - WATER & SEWER	20,200,350.00	20,200,350.00	160,131.91	160,131.91	12,081.38	20,028,136.71	99.15 %
Fund: 413 - WATER AND SEWER Total:	20,200,350.00	20,200,350.00	160,131.91	160,131.91	12,081.38	20,028,136.71	99.15 %
Report Total:	39,913,559.29	39,913,559.29	741,620.21	741,620.21	1,205,867.20	37,966,071.88	95.12 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
110 - GENERAL FUND	18,280,459.29	18,280,459.29	581,488.30	581,488.30	1,193,785.82	16,505,185.17	90.29 %
121 - STATE STREET AID FUND	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
123 - DRUG FUND	32,750.00	32,750.00	0.00	0.00	0.00	32,750.00	100.00 %
150 - PASS THROUGH GRANT	1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %
413 - WATER AND SEWER	20,200,350.00	20,200,350.00	160,131.91	160,131.91	12,081.38	20,028,136.71	99.15 %
Report Total:	39,913,559.29	39,913,559.29	741,620.21	741,620.21	1,205,867.20	37,966,071.88	95.12 %

