



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
October 05, 2021 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) September 7, 2021 Workshop Meeting Minutes

OLD BUSINESS

2. City Recorder Discussion
- [3.](#) Ordinance: Budget Amendment (AFG Grant)

NEW BUSINESS

4. Catfish on the Cumberland Request (Chamber of Commerce)
5. Parks Advisory Board Vacancy
6. Soccer Club Proposal
- [7.](#) Watchguard Agreement
- [8.](#) GNRC Contract Amendment
- [9.](#) Intern for ACFD: Clinical Affiliation Agreement
- [10.](#) State Contract: Canon
- [11.](#) NFSA Contract
- [12.](#) ESO Records Management Software
- [13.](#) Resolution: TAP Grant Participation
- [14.](#) Repeal Prior & Adoption of New Resolution: City Hall General Obligation Bond
- [15.](#) Repeal Prior & Adoption of New Resolution: Fire Hall General Obligation Bond
- [16.](#) Resolution for T-Mobile Hometown Grants Program.
- [17.](#) Ordinance: Budget Amendment #3

SURPLUS PROPERTY NOMINATIONS

- [18.](#) Christmas Surplus Decorations
- [19.](#) Meters

EXPENDITURE REQUESTS

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
September 07, 2021 6:00 PM
Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:01 p.m.

ROLL CALL

PRESENT

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

ABSENT

Councilman Roger Jackson

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. August 3, 2021 Workshop Meeting Minutes

A motion was made by Councilman Smith, seconded by Councilman Kerrigan, to approve the August 3, 2021 Workshop Meeting Minutes. All approved by voice vote.

OLD BUSINESS

2. City Recorder Discussion/Interview

Ms. Martin stated that the council had been given all the applications and resumes received for the City Recorder position and asked the council to look over all of them and decide on who they would like to interview. Councilman Anderson suggested that all five (5) be interviewed and all council members agreed.

3. Caldwell Park Discussion

Mr. Sampson stated that T-Mobile is doing a grant called T-Mobile Hometown Grants and it is for \$50,000. He stated that if we go forward with Caldwell Park we could use this money for that if it is awarded. Mr. Sampson stated that Josh Wright's proposal was for \$132,000.00 so we would just have to come up with \$84,000.00. Councilman Greer asked if this grant would be specific to one park. Mr. Sampson state that we do have to present a plan for what the money is being used for.

4. Dog Park Update

Mr. Sampson stated that the Cheatham County Dog Pack has been awarded the grant for the dog park and they are just waiting on the fencing guys. He stated there was no movement needed on this, just for information.

5. Ordinance: Budget Amendment

Ms. Martin stated that this was discussed at the last meeting and was the first budget amendment. She stated this was to reappropriate money for sealing/stripping at Riverbluff, the turf sprayer for the ball fields, to replace the totalled vehicle, the water treatment plant filter, and radio reads.

6. Ordinance: Amending Title 18 Chapter 7 Section 18-706(5)(Fats, Oils, and Grease)

Mr. Biggers stated that this was to make the language the same on the Ordinance and codes.

NEW BUSINESS

7. 21-22 Cheatham Public Library Maintenance of Effort Agreement
Ms. Martin stated that this was the donation we do annually for the library in the amount of \$12,500.00. Mayor Allen asked if all communities in the County contributed. Ms. Martin stated they do, the amounts differ.
8. Ordinance: Budget Amendment (AFG Grant)
Chief Walker stated that they were awarded the grant and it would be for air packs that they desperately need. He stated there is a 5% match and the total awarded is \$154,250.00.

SURPLUS PROPERTY NOMINATIONS

9. 1994 Fire Truck
Chief Walker stated that he may withdraw this and will let us know by next council.
10. 22cu ft Freezer
Ms. Batts stated that they had an old freezer go out that was more to fix than it was worth.

EXPENDITURE REQUESTS

11. Award Hampton Inn Signal Bid
Ms. Martin stated that the bid opening for this was scheduled on Friday, September 10, 2021 at 10:00 a.m. She stated that they would have the bids for council so they could award the bid.
12. Award Concrete at Fire Hall II Playground Bid
Mr. Sampson stated that no bids were received for this and they would like to try again next spring.
13. Award Fencing at Tennis Courts Bid
Mr. Sampson stated that they received two (2) bids for this and both were higher than what was budgeted. He stated that the lowest bid was \$9,000.00 over the budgeted amount of \$20,000.00.
14. Request to bid Roof for Public Work and Police Department
Ms. Martin stated that this was to replace the roof on the public works and police department. She stated that the money being used is the Local DA Grant money received from the state.
15. Caldwell Tank Repair
Mr. Biggers stated that this was to replace a line in the middle of the tank. He stated that it has been repaired six (6) times and is in bad shape so it needs replaced.

OTHER

Comprehensive Plan - Mayor Allen asked if any of the council members had received any feedback on the Comprehensive Park Plan. Councilman Adkins asked if there were good turnouts at the meetings. Mr. Sampson stated there were twelve (12) people in attendance at the last meeting. Councilman Greer stated that we have tapped into a reoccurring theme here which was sidewalks and parks are really important.

Farmer's Market - Councilman Adkins asked if we could advertise and promote more for the Farmers Market on the website and social media. Mr. Sampson stated that we have more vendors this year than in the past. He stated that he was thinking of changing the times for Saturday and have it in the morning instead.

ADJOURNMENT

A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting was adjourned at 6:29 p.m.

MAYOR STEVE ALLEN

INTERIM CITY RECORDER ALICIA MARTIN, CMFO

ORDINANCE #

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

WHEREAS, the Mayor and Council appropriate \$154,250 in the General Fund; in the Fire Department for the Assistance to Firefighters Grant. Grant amount will be \$146,904.76 and 5% match will be \$7,345.24.

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Fire Department	\$7,044,474.00	\$7,198,724.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 ("Watchguard") and the entity set forth in the signature block below ("Customer"). Watchguard and Customer will each be referred to herein as a "Party" and collectively as the "Parties".

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA") and applicable Addenda available at www.motorolasolutions.com/product-terms, including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties' Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to 'Customer' within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at www.motorolasolutions.com/product-terms, and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.

2. Entire Agreement. This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties' Agreement. This Acknowledgement, the MCA and applicable Addenda available at www.motorolasolutions.com/product-terms, and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Watchguard: Watchguard, Inc.

Customer: Ashland City Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Email: _____

WatchGuard Video Quote by Dana Reynolds for (4) 4RE Vista Bundl 5 YR Warr

WatchGuard Video <no-reply@salesrun.com>

Tue 9/7/2021 10:05 AM

To: Jason Matlock <Jason.Matlock@ashlandcitytn.gov>

Cc: dana.reynolds@motorolasolutions.com <dana.reynolds@motorolasolutions.com>

Good Morning Asst. Chief Matlock,

I hope you are doing well ! When we spoke you metioned you may need to have someone look at our Contract Terms. I have attached the terms and conditions to this quote.

Please let me know if you are needing anything further :))

Thank you!

[Review Quote](#)

Sincerely,

Dana Reynolds
Customer Engagement Representative
469-525-0242
dana.reynolds@motorolasolutions.com

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. Any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.



Quote For:

**Ashland City Police Department
Attn: Jason Matlock**

Reference:

(4) 4RE Vista Bundl 5 YR Warr

Quote By:

**WatchGuard Video
Dana Reynolds**

Date: 09-07-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

		WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661			
Issued To:	Ashland City Police Department - Attention: Jason Matlock			Date:	09-07-21
Project Name:	(4) 4RE Vista Bundl 5 YR Warr			Quote ID:	WDR-0202-02

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(4)	IV-BND-VW-PX-10	4RE (VISTA WiFi Integration Ready), Standard DVR with HD Panoramic Front Camera, Cabin Camera, VISTA WiFi Radio Base and Smart PoE Switch. VISTA WiFi sold separately. <u>Hardware</u> <ul style="list-style-type: none"> • 4RE/VISTA WiFi Bundle • Standard DVR Camera System • HD Panoramic Front Camera • Touch Screen Display • Integrated 200GB automotive grade hard drive • 32GB USB removable thumb drive • Rear facing cabin camera • Internal GPS • 1 Yr Hardware Warranty • Cabling and your choice of mounting bracket. • VISTA WiFi Radio Base • Smart PoE Switch <u>Software</u> <ul style="list-style-type: none"> • 4RE Firmware • Record-After-the-Fact® (RATF) technology • Multiple Resolution Encoding • H.264 High Profile Video Compression
Subtotal Price (Excluding sales tax)		\$19,020.00

Qty	Item #	Description
(4)	BW-VXB-1040	VISTA XLT 2-Piece Body Camera, WiFi Extended Wearable Camera, Body Mounted, with Mount Magnetic Chest and Belt Clip <ul style="list-style-type: none"> • VISTA XLT 2-Piece Body Camera, WiFi Extended Wearable Camera, Enhanced ESD Protection • Body Mounted • Mount Magnetic Chest and Belt Clip
Subtotal Price (Excluding sales tax)		\$4,380.00

Qty	Item #	Description
(4)	WGP01459-008-KIT	Bracket Kit, 4RE, Display, Universal Visor Post (Ford PI SUV & Sedan)
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(4)	WGP02400-100	Evidence Library 4 Web 4RE In-Car Device License Key
Subtotal Price (Excluding sales tax)		\$600.00

Qty	Item #	Description
(4)	WGP02400-200	Evidence Library 4 Web VISTA Device License Key
Subtotal Price (Excluding sales tax)		\$600.00

Qty	Item #	Description
(4)	WGW00149-005	Warranty, VISTA WiFi, 3 Year No-Fault
Subtotal Price (Excluding sales tax)		\$1,800.00

Qty	Item #	Description
(4)	WGW00124	Warranty, 4RE, In-Car, 1st Year (Months 1-12)
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(4)	WGW00125	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)
Subtotal Price (Excluding sales tax)		\$400.00

Qty	Item #	Description
(4)	WGW00126	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)
Subtotal Price (Excluding sales tax)		\$800.00

Qty	Item #	Description
(4)	WGW00127	Warranty, 4RE, In-Car, 4th Year (Months 37-48)
Subtotal Price (Excluding sales tax)		\$1,300.00

Qty	Item #	Description
(4)	WGW00128	Warranty, 4RE, In-Car, 5th Year (Months 49-60)
Subtotal Price (Excluding sales tax)		\$1,800.00

Qty	Item #	Description
(1)	Freight	Shipping / Handling
Subtotal Price (Excluding sales tax)		\$85.00

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. Quote assumes tax exempt status

Quoted by:

Dana Reynolds - Customer Engagement Representative - 469-525-0242 - dana.reynolds@motorolasolutions.com

Total Price	\$30,785.00 (Excluding sales tax)
--------------------	--



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # AshlandSC-G	Edison ID	Contract # 2021-C21	Amendment # C02
Contractor Legal Entity Name Town of Ashland City			Edison Vendor ID
Amendment Purpose & Effect(s) CARES Act Extension and additional funding for grocery program			
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 9/30/2022	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$45,000			
Funding —			
FY	State/Federal	Interdepartmental	Other
2021	48,250		
2022	39,840		
2023	9,960		
TOTAL:	98,050		
		98,050	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)	

**AMENDMENT C02 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
TOWN OF ASHLAND CITY
OF GRANT CONTRACT 2021-C21**

This Amendment is made and entered by and between the Greater Nashville Regional Council hereinafter referred to as the "GNRC" and Town of Ashland City, hereinafter referred to as the "Grantee," where the parties entered into a grant contract effective August 1, 2020 for the provision of multipurpose senior center activities utilizing CARES Act funding; and

Section D.2 of the August 1, 2020 contract allows written amendments to the Contract.

The Contract dated August 1, 2020, between GNRC and the Grantee is amended as follows:

1. Section B is amended by deleting the original Section B and substituting with it the new B.
 - B. Term of Contract. This Contract shall be effective for the period beginning on 8/1/2020 ("Effective Date") and ending on 9/30/2022 ("Term"). The GNRC shall have no obligation for goods or services provided by the Grantee outside of the term.
2. Section C.1. is amended by deleting the original C.1. and substituting with it the new C.1.

C.1. Maximum Liability.

Attachment 2 to this Contract is the Grant Budget, and it is incorporated fully into the Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee. GNRC's Maximum Liability under this Contract can never exceed the amount identified as the Total on the Grant Budget.

GNRC's obligation to remit funds to the Grantee is contingent upon Grantee's timely and appropriate (1) expenditures and (2) requests for reimbursement, all of which must be accomplished in accordance with the budget available during the applicable periods identified by the Contract, as may be adjusted by any Amendments to the Contract. Accordingly, Grantee acknowledges that the Maximum Liability of GNRC under the Contract is \$98,050.

Required Approvals. The GNRC is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the GNRC, the Tennessee Commission on Aging and Disability, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective September 1, 2021. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

STEVE ALLEN, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

**GRANT CONTRACT
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
TOWN OF ASHLAND CITY**

CONTRACT BUDGET

August 1, 2020 THROUGH September 30, 2022

FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	Older Americans Act Funds				
	Title III-B: Support Services	93.044	\$ 5,000	\$	\$ 5,000
	Title III-B: Grocery Program	93.044	\$ 40,000	\$	\$ 40,000
	Title III-B: Transportation	93.044	\$	\$	\$
	Title III-C1: Congregate Meals	93.045	\$	\$	\$
	Title III-C2: Home Delivered Meals	93.045	\$	\$	\$
	Title III-D: Evidence Based	93.043	\$	\$	\$
	Title III-E: FCSP – Caregiver	93.052	\$ 8,500	\$	\$ 8,500
	Title III-E: Grocery Program	93.052	\$ 44,550	\$	\$ 44,550
	Title VII: Ombudsman	93.042	\$	\$	\$
	Federal NSIP Funds				
	NSIP Nutrition	93.053	\$	\$	\$
	State Funding				
	Multipurpose Senior Centers	N/A	\$	\$	\$
	Home Delivered Meals	N/A	\$	\$	\$
	Homemaker	N/A	\$	\$	\$
	HCBS/Options for Community Living	N/A	\$	\$	\$
	Total		\$ 98,050	\$	\$ 98,050

BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: August 1, 2020		END: September 30, 2022		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	13,500.00	0.00	13,500.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	84,550.00	0.00	84,550.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	98,050.00	0.00	98,050.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

CLINICAL/NON-CLINICAL AFFILIATION AGREEMENT

THIS CLINICAL/NON-CLINICAL AFFILIATION AGREEMENT ("Agreement") is hereby made and entered into as of September 1, 2021, by and between Lipscomb University, a Tennessee nonprofit corporation ("Lipscomb"), and Ashland City Fire Department ("Facility").

WITNESSETH:

WHEREAS, Lipscomb desires to provide students enrolled in the Department of Nutrition and Kinesiology of Lipscomb's College of Pharmacy and Health Sciences (the "Students") with the opportunity to experience quality training and education in Exercise Science at the Facility (the "Program"); and

WHEREAS, Facility has the expertise and facilities necessary to provide clinical/non-clinical training and education for the Students;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Lipscomb and Facility hereby agree as follows:

1. **Obligations and Rights of Facility.**

(a) Facility shall provide for the Program appropriate personnel who are qualified to provide suitable clinical/non-clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with Lipscomb's academic calendar. Facility shall also furnish the premises, services and all other items necessary for the Program.

(b) Facility shall designate the appropriate personnel to coordinate the Students' clinical/non-clinical training and education experience in the Program, and provide Lipscomb with the names, qualifications and contact information of such personnel or any replacement or substitution thereof; provided, however, that such personnel must be reasonably acceptable to Lipscomb. Facility shall cause its personnel to work with Lipscomb faculty and staff to assign Students to specific clinical/non-clinical experiences, and include the Students in selected conferences, clinics, courses and programs conducted under the direction of Facility. The parties acknowledge and agree that in no case shall any Student in a learning situation replace Facility's personnel.

(c) Prior to the commencement of the Program, Facility shall submit to Lipscomb the name and professional and academic credentials of the individual that Facility proposes to serve as the coordinator for the Students' education/experience in the Program and to serve as Facility's liaison with Lipscomb with respect to the Program. Lipscomb shall promptly notify Facility of Lipscomb's approval or disapproval of such person. Facility acknowledges and agrees that no person shall serve as Facility's coordinator and liaison for the Program without prior approval of Lipscomb. In the event that any such coordinator and liaison becomes unacceptable and Lipscomb notifies Facility of such disapproval, Facility will appoint another person in accordance with the terms of this paragraph.

(d) Facility shall submit to Lipscomb a confidential evaluation of each Student's progress based upon his or her performance in the Program. Lipscomb shall provide or approve in advance the format for any such evaluation.

(e) Facility shall assign each Student to one or more supervisors who shall be responsible for such Student's clinical/non-clinical education and provide appropriate instruction.

(f) Facility shall provide each Student with any necessary or appropriate instruction regarding procedures that may involve specialty areas of Facility and use of any necessary or appropriate equipment.

(g) During the term of this Agreement, Facility shall permit, upon reasonable advance notice, the inspection of Facility and the Program by Lipscomb's personnel and/or any agencies charged with accreditation of Lipscomb; provided, however, that no such inspection shall unreasonably interfere with Facility's business.

(h) Facility shall have the right to recommend to Lipscomb the withdrawal or dismissal of a Student from participation in the Program if: (i) the achievement, progress, performance or health of the Student does not warrant continuation at Facility; or (ii) the behavior of the Student fails to conform to the applicable rules and requirements of Facility. Facility shall send to Lipscomb written notification of such recommendation, including the reason of the recommendation, and will assist Lipscomb, if necessary, in implementing any such recommendation.

(i) Facility shall maintain, at its own cost and expense, professional liability insurance covering each of its employees providing clinical/non-clinical training or education in the Program in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Facility shall provide proof of such insurance to Lipscomb upon request.

(j) Facility shall provide all equipment and supplies needed for clinical/non-clinical instruction in the Program at Facility.

(k) Facility shall provide emergency care in case of illness or accident to any Student; provided, however, that the parties acknowledge and agree that any such Student will be financially responsible for any emergency treatment provided by the Facility.

(l) Facility shall provide to Lipscomb and all Students a copy of the current rules and policies of Facility to be followed by the Students and Lipscomb personnel in connection with the Program. Facility shall provide appropriate orientation to the Students and applicable Lipscomb faculty and staff members and advise them of all applicable policies, rules and regulations.

2. **Obligations and Rights of Lipscomb.**

(a) Lipscomb shall provide advance notice to the Facility if any Students participating in the Program have special needs.

(b) Upon Facility's request, Lipscomb shall provide, or cause each Student to provide, to Facility evidence of appropriate health insurance coverage of each Student.

(c) Lipscomb shall determine the eligibility of Students to participate in the Program, based on fulfilling the prerequisites therefor, and shall designate the Students to participate in the Program during each academic term. Lipscomb shall provide reasonable advance notice to Facility of the number of Students who will participate in the Program during each academic term. Notwithstanding the foregoing, Lipscomb shall ensure that each Student has completed all necessary prerequisites before beginning the Program.

(d) Lipscomb shall designate a member of Lipscomb's faculty or staff to coordinate scheduling with Students and Facility's appropriate personnel, visit the Facility, provide course information and objectives to Facility's appropriate personnel and assist in resolving problems and difficulties which may arise. Lipscomb shall provide Facility with the name and contact information for such designee.

(e) Lipscomb may make a copy of this agreement available to each Student participating in the Program.

(f) Lipscomb shall maintain, at its own cost and expense, professional liability insurance covering each Student in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Lipscomb shall provide proof of such insurance to Facility upon request.

(g) Lipscomb shall ensure that, prior to participating in the Program, each Student has received proper education and training regarding the use, disclosure and confidentiality of Protected Health Information under applicable federal and state medical privacy and confidentiality laws, including, but not limited to, the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology Act of 2009 ("HITECH Act"), any current and future regulations promulgated under HIPAA or the HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are referred to as the "HIPAA Rules"), and any applicable state or local laws. As used herein, "Protected Health Information" shall have the meaning ascribed to such term in the HIPAA Rules.

(h) Lipscomb shall inform Students that any material prepared for publication relating to their clinical/non-clinical experience must receive prior written approval by Lipscomb and Facility and must not include any Protected Health Information.

(i) Lipscomb shall withdraw and dismiss a Student from the Program if, after consultation with Facility, Lipscomb determines such action to be warranted, subject to and consistent with Lipscomb's policies and procedures. Notwithstanding the foregoing, Facility shall retain the right at all times and in its sole discretion to safeguard the health, safety and welfare of its patients and operations.

(j) In consultation with Facility, Lipscomb shall plan and oversee the educational program for Students' clinical/non-clinical experiences. Lipscomb shall have sole responsibility for the curriculum provided to the Students at the Facility.

(k) At least annually, Lipscomb shall provide Facility with a description of the Program, curriculum and objectives to be achieved at Facility, and the academic calendar of Lipscomb.

(l) Lipscomb shall cause all Students and appropriate Lipscomb personnel to abide by the rules and policies of Facility in connection with the Program and to conduct themselves in a professional manner such that their attire and appearance conform to the accepted standards of Facility.

3. **Mutual Obligations and Rights.**

(a) The parties shall mutually agree upon the Students who will participate in the Program, including the number of Students, their schedules, their responsibilities and the availability of the Facility; provided, however, that Lipscomb shall be responsible for developing and carrying out procedures for selecting Students for admission in the Program.

(b) The parties acknowledge and agree that the clinical/non-clinical education of the Students shall complement the service and educational activities of the Facility; provided, however, that no Students shall be used in lieu of Facility's clinical or administrative staff personnel and all Students shall be under the supervision of a clinical/non-clinical faculty acceptable to Lipscomb.

(c) The parties acknowledge and agree that it shall be the sole responsibility of each Student to provide housing and transportation to and from the Facility for the Student's participation in the Program.

(d) Upon Lipscomb's reasonable request and subject to Facility's rules and policies, Facility shall permit Lipscomb faculty to observe and/or videotape and record Students' clinical/non-clinical experience in the Program; provided, however, that Lipscomb shall keep strictly confidential all information in such experience in accordance with applicable rules and regulations.

(e) Each party shall perform, and cause its employees and agents to perform, its obligations hereunder in compliance with all applicable federal, state and local laws, rules and regulations, including, without limitation, HIPAA Rules, Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967 and the Age Discrimination Act of 1975. Each party covenants that it will not unlawfully discriminate against any individual including, but not limited to, employees or applicants for employment and/or students on the basis of race, religion, creed, color, sex, age, disability, veteran status or national origin.

(f) The parties acknowledge and agree that the Student's educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that a Student's permission generally must be obtained before releasing educational records to anyone other than Lipscomb. Lipscomb agrees to provide guidance to Facility with respect to complying with FERPA.

(g) Each party reserves the right to withhold the participation of any Students in the Program, depending upon the availability of their respective facilities and personnel to adequately provide an appropriate clinical/non-clinical experience.

4. **Term and Termination.**

(a) This Agreement shall be for a term of 3 years, beginning on September 1, 2021 and ending on August 31, 2024. This Agreement may be renewed upon written agreement of both parties.

(b) This Agreement may be terminated by either party for any reason upon 60 days' written notice, at which time this Agreement shall terminate without prejudice to the rights of the parties.

(c) Notwithstanding the foregoing, any Students currently enrolled in the Program at the Facility at the time of any notice of termination shall be permitted to complete their Program at Facility.

5. **Indemnification.**

(a) Facility shall indemnify, defend and hold harmless Lipscomb and its trustees, officers, employees, agents, successors and permitted assigns, from and against any and all liability, loss, damage, cause of action, suit, claim or judgment including, without limitation, reasonable attorneys' fees, as a result of or arising from the willful, fraudulent or grossly negligent acts or omissions of Facility or its employees or agents.

(b) Lipscomb shall indemnify, defend and hold harmless Facility and its directors, officers, employees, agents, successors and permitted assigns, from and against any and all liability, loss, damage, cause of action, suit, claim or judgment including, without limitation, reasonable attorneys' fees, as a result of or arising from the willful, fraudulent or grossly negligent acts or omissions of Lipscomb or its employees or agents.

6. **Students.** The parties acknowledge and agree that the Students shall not be deemed employees, agents or representatives of Facility, and are not entitled to monetary compensation or employee benefits, including worker's compensation benefits of Facility.

7. **Confidentiality.** Each party agrees to hold any and all Confidential Information (as hereinafter defined) in the strictest confidence, whether or not particular portions or aspects thereof may also be available from other sources, and not to disclose any Confidential Information to any third party without the prior written consent of the other party. Each party shall use Confidential Information solely for the purpose of performance under this Agreement and shall disseminate Confidential Information only to those of its employees and agents requiring access to Confidential Information for purposes of such performance and who are made aware of the confidentiality obligations set forth in this Agreement and agree to be bound thereby. For purposes of this Agreement, "Confidential Information" shall mean any and all confidential, proprietary, trade secret, or non-public information of or about either party, including its business practices, clients, know-how, business methods, financial data, and any other similar or analogous information.

8. **Use of Name or Likeness.** Each party agrees it will not use the other party's name, likeness, marks or logos in any advertising, promotional material, press release, publication, public announcement, or through other media written or oral without the prior written consent of such party.

9. **Miscellaneous.**

(a) **Authority; Binding Agreement.** Each party hereto represents that (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization; (ii) it has the power and authority to enter into this Agreement and to provide the services under this Agreement in a manner consistent with all applicable state and federal laws, rules and regulations; (iii) this Agreement constitutes the valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; and (iv) the individual executing this Agreement on behalf of or as a representative for such party is duly authorized to execute and deliver this Agreement on behalf of such party.

(b) **Relationship of Parties.** Each party hereto is an independent party. Nothing in this Agreement shall be construed to make any party hereto an agent, employee, franchisee, joint venturer, partner or legal representative of the other party.

(c) **No Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the parties hereto and nothing herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary rights or status on any person or entity not a party to this Agreement.

(d) **Notice.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as follows:

LIPSCOMB: Lipscomb University
One University Park Drive
Nashville, TN 37204-3951
Attn: Angel Bebout
Email: angel.bebout@lipscomb.edu

with a copy to: Lipscomb University
One University Park Drive
Nashville, Tennessee 37204-3951
Attn: General Counsel
Email: david.wilson@lipscomb.edu

FACILITY: Ashland City Fire Department
200 Little Marrowbone Rd
Ashland City, 37015

Attn: Stephen Jenkins

Email: sjenkins@ashlandcitytn.gov

(e) **Entire Agreement.** With respect to the subject matter of this Agreement, this Agreement constitutes the entire agreement between the parties. Each party acknowledges that, in entering into and executing this Agreement, it relied solely upon the representations and agreements contained in this Agreement and no others.

(f) **Amendment.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party thereto.

(g) **Assignment.** Neither this Agreement nor any interest herein may be assigned or transferred in whole or in part by either party without obtaining the prior written consent of the other party. Subject to such restrictions against transfer or assignment, the provisions of this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of each of the parties hereto.

(h) **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

(i) **Waiver.** Any waiver of any term and condition of this Agreement must be in writing and signed by the party against whom it is sought to be asserted. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any other provision hereof or of any subsequent or continuing breach of the same or another provision hereof. No failure, neglect or delay on the part of either party in exercising any right hereunder will be deemed a waiver thereof and shall not affect such party's right to enforce such right, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

(j) **Governing Law and Jurisdiction.** This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Tennessee, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws

of any jurisdiction other than those of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that such courts shall be exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

(k) **Costs of Enforcement.** If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

(l) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(m) **Construction.** The section headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provisions of this Agreement. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural. This Agreement has been prepared on the basis of mutual understanding of the parties and shall not be construed against either party by reason of such party's being the drafter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

LIPSCOMB UNIVERSITY

By: W. Bledsoe
Craig Bledsoe (Sep 10, 2021 15:47 CDT)
W. Craig Bledsoe, Provost

**ASHLAND CITY
FIRE DEPARTMENT**

By: _____
Name: Stephen Jenkins
Title: _____



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 1269

Date: 3/10/2021

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: The Senior Center @ Ashland City
Dept:
Address:
City/State/Zip:
Phone:
Email:
Fax #:
Name & Title:

Customer Name:
Dept:
Address:
City/State/Zip:
Phone:
Email:
Fax:

CSA to Pick Up Current Copier if Completed:

Make: Model: Serial #:

Color Group III - IRADV DX C5740I (40 CPM)

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like CABINET TYPE-N, STAPLER/INNER FINISHER-H1, etc.

TOTAL: \$57.62

Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Order or Email Acknowledgement to: Canon Solutions America, Inc. Attn. Mark Choate 402 BNA Drive, Ste. 360 Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc. 14904 Collections Center Drive Chicago, IL 60693

-- OR -- Fax: 615.360.5088 - Attn. Mark Choate Email: jchoate@csa.canon.com

AGREEMENT BETWEEN

NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

AND

ASHLAND CITY FIRE DEPARTMENT

THIS AGREEMENT is made by and between the National Fire Sprinkler Association, Inc., 514 Progress Drive, Linthicum Heights, MD (“NFSA”), and the Ashland City Fire Department, P.O. Box 36, Ashland City, TN (“ACFD”).

1. **Purpose.** The purpose of this Agreement is to coordinate the use of resources of NFSA and ACFD to advance the fire protection interests of communities around the country. Both NFSA and ACFD strive to create strategic community partnerships and to work with all stakeholders to improve the public policy of fire protection.
2. **Term.**
 - a. The Term of this Agreement is **Five (5) ten (10) years**, beginning **_____** and terminating **_____**.
3. **Compensation and Duties.**
 - a. For and in consideration of a donation of Twenty-Five Thousand Dollars (\$25,000.00), the receipt of which is hereby acknowledged, ACFD does hereby convey to NFSA the following:
 - i. The storage of side-by-side burn demonstration unit, measuring approximately 40 feet in length, on a year-round basis in a covered storage shed.
 - b. After the receipt of which is hereby acknowledged, NFSA does hereby convey to ACFD the following:
 - i. NFSA will provide training to Ashland City Fire Department members for FREE on the functions of fire sprinkler systems.
 - ii. Will also assist in building sprinkler riser(s) also referred as sprinkler lab for training use at ACFD’s desired location.
 - c. The facilities to be utilized by NFSA per the provisions immediately above shall be located at the Ashland City Fire Department Training Center located at 265 Tennessee Waltz Parkway, Ashland City, TN 37015.
4. **Confidentiality.** The Parties acknowledge that, in the performance this Agreement, they may have access to confidential information, including information concerning NFSA and/or ACFD, their members, or their employees. Such information may include but is not limited to membership records, employment records, educational materials or approaches,

legislative plans or strategies, finances, pricing strategies, marketing strategies, or business plans. The Parties shall not disclose any such information to any third party, except in the proper performance of duties under this Agreement. Further, the Parties shall implement reasonable measures to prevent such information from being otherwise disclosed.

5. **Termination.** Except as provided in Section 2 above, this Agreement may also be terminated upon thirty (30) days written notice by either Party or by mutual consent. In the event of non-compliance or breach by one of the Parties of the obligations binding upon it, the other Party may terminate the Agreement with immediate effect.
6. **Modification, Amendment, or Supplement.** Any Modification, Amendment, or Supplement to this Agreement shall be in writing and signed by the President of NFSA and a duly authorized representative of Ashland City Fire Department. The terms and provisions in this Agreement shall be applicable to any subsequent Modification, Amendment, or Supplement to this Agreement.
7. **Indemnification.** ACFD and NFSA shall indemnify, defend, and hold harmless the other Party, its chapters, officers, directors, employees, agents, successors, and assigns from any damages, claims, penalties, fees, interest, judgments, or causes of action arising from the performance or non-performance of duties under this Agreement, either Party's failure to comply with the terms of this Agreement, or either Party's breach of any representation or warranty given pursuant to this Agreement.
8. **Insurance.** It is the responsibility of ACFD to insure itself against any injuries or accidents. NFSA shall not bear any responsibility for the costs of sickness, accidents, or any other liability arising pursuant to the execution of this Agreement.
9. **Miscellaneous.**
 - a. If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the other terms and conditions of this Agreement shall remain in full force and effect.
 - b. In the execution of this Agreement, the Parties shall comply with all federal, state and local rules, laws, ordinances, and regulations.
 - c. A Party's waiver of or failure to exercise its rights under this Agreement shall not be construed as a waiver of any other provision, right, or obligation under this Agreement.
 - d. Neither Party shall assign any rights, nor delegate or subcontract any obligations under this Agreement, without the prior consent of both Parties in a signed writing. Subject to these limits, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

AGREED:

Shane Ray, President
National Fire Sprinkler Association, Inc.

Date

???NAME & TITLE??
Ashland City Fire Department

Date



AAAAACXLXEA E

AAAAACXLXEA E

Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:

U.S. and Canada: +1 800 480 7090, +1 206 734 3212
London: +44 330 808 0031
Singapore: +65 3158 7626
Australia: +61 280 155 732

From:	Derek Noe
Envelope Subject:	ESO Documents for your DocuSign Signature
Attachments to Fax:	
Envelope ID:	0832e50d-22da-4296-ada2-d3ac97a6706e
Sender Account Name:	ESO Solutions
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: <https://support.docusign.com>

Note:
Fax transmissions take approximately one minute per page faxed.
This page may only be used once. If you would like to fax again, you must print a new cover page.

AAAAACXLXEA E

AAAAACXLXEA E



Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	



Quote Date: 09/15/2021
 Customer Name: Ashland City Fire Department
 Quote #: Q-46569
 Quote Expiration date: 12/14/2021
 ESO Account Manager: April Covington

CUSTOMER CONTACT

Customer Ashland City Fire Department
 Name Derek Noe
 Email dnoe@ashlandcitytn.gov
 Phone (615) 792-4211

BILLING CONTACT

Payor Ashland City Fire Department
 Name Tracy Billing Dept
 Email tknack@ashlandcitytn.gov
 Phone 615-792-4531
 Address
 Attn: Derek Noe
 Ashland City TN, 37015
 Billing Frequency Annual
 Initial Term 12 months

Asset Management/Checklist

Product	Volume	Price	Discount	Total	Fee Type
ESO Checklist	9 Vehicles	\$745.00	(\$0.00)	\$745.00	Recurring
Asset Management and Checklist - Training and Implementation	9 Vehicles	\$950.00	(\$475.00)	\$475.00	One-time

Personnel Management

Product	Volume	Price	Discount	Total	Fee Type
Personnel Management	35 Employees	\$1,495.00	(\$0.00)	\$1,495.00	Recurring
PM Online Training	1 Sessions	\$595.00	(\$595.00)	\$0.00	One-time

Fire

Product	Volume	Price	Discount	Total	Fee Type
ESO Hydrants	3 Stations	\$745.00	(\$0.00)	\$745.00	Recurring
ESO Properties	3 Stations	\$835.00	(\$0.00)	\$835.00	Recurring
ESO Inspections	3 Stations	\$985.00	(\$0.00)	\$985.00	Recurring
ESO Fire Incidents	3 Stations	\$2,585.00	(\$0.00)	\$2,585.00	Recurring
Fire Incidents CAD Integration	0 Incidents	\$1,495.00	(\$0.00)	\$1,495.00	Recurring
Fire Incidents NFIRS Data Import	0 Incidents	\$1,995.00	(\$1,995.00)	\$0.00	One-time
Fire Setup & Online Training	3 Sessions	\$1,785.00	(\$1,785.00)	\$0.00	One-time

Education

Product	Volume	Price	Discount	Total	Fee Type
FireRescue1 Academy with ESO Integration	35 Employees	\$2,345.00	(\$0.00)	\$2,345.00	Recurring



Quote Date: 09/15/2021
Customer Name: Ashland City Fire Department
Quote #: Q-46569
Quote Expiration date: 12/14/2021
ESO Account Manager: April Covington

Total Recurring Fees	\$	11,230.00
Total One-Time Fees	\$	5,325.00
Discounts	\$	(4,850.00)
TOTAL FEES	\$	11,705.00



Quote Date: 09/15/2021
Customer Name: Ashland City Fire Department
Quote #: Q-46569
Quote Expiration date: 12/14/2021
ESO Account Manager: April Covington

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/MSLAW>

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer shall be responsible for the payment of all Fees listed herein. If Customer has elected to use a Third Party Payor (as indicated above as Payor) and such party has executed an appropriate agreement with ESO, ESO shall accept payment of Fees from such Third Party Payor.

Ashland City Fire Department

[Signature]

Derek Noe

[Print Name]

[Title]

[Today's Date]

For Asset Management/Checklist, Education, Fire, Personnel Management, the following payment terms apply:

Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 09/15/2021
 Customer Name: Ashland City Fire Department
 Quote #: Q-46569
 Quote Expiration date: 12/14/2021
 ESO Account Manager: April Covington

Asset Management/Checklist

Product	Description
ESO Checklist	Web-based apparatus checklist for Fire and EMS.
Asset Management and Checklist - Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.

Education

Product	Description
FireRescue1 Academy with ESO Integration	Track and report Fire training and access to online courses following NFPA standards, with ESO integration.

Fire

Product	Description
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
ESO Hydrants	Inventory and document testing and status of hydrants.
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.

Personnel Management

Product	Description
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.
PM Online Training	4 hour Webinar Training Session for ESO Personnel Management.

RESOLUTION 2021-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION ALTERNATIVES GRANT PROGRAM

WHEREAS, the Department of Tourist Development will reimburse for projects relating to transportation alternatives; and

WHEREAS, the Town would like to submit the grant application totaling approximately \$1,300,000.00 for the extension of the trail on Tennessee Waltz Parkway to Johns Park; and,

WHEREAS, the Town agrees to match funds for this grant being 20% of the purchase amounts up to \$260,000.00; and,

WHEREAS, the Town of Ashland City now seeks to participate in this grant program for the extension of the trail.

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 "*Transportation Alternatives Program*" reimbursement grant through the Department of Transportation.

SECTION 2: That the Town of Ashland City further authorizes Brian Stinson to work with the RPO Coordinator for the area in order to apply for and manage this grant application.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of October, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

Interim City Recorder Alicia Martin, CMFO

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$5,300,000 OF GENERAL OBLIGATION 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 construction, improvement, repair, renovation and equipping of City Hall and related costs and payment of the costs incident to the sale and issuance of the bonds; and

WHEREAS, the City Council adopted an Initial Resolution authorizing the bonds described herein on August 10, 2021 (the “Initial Resolution”); and

WHEREAS, the United States Department of Agriculture, acting through Rural Housing Service (“Rural Development”), has issued to the Municipality its Letter of Conditions dated June 4, 2021, as may be amended (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 \$5,300,000 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 construction, improvement, repair, renovation and equipping of City Hall and costs related to the foregoing.

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 \$5,300,000 (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 sale and issuance of 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 2.25% per annum and shall be payable in not more than 40 equal annual 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 \$202,354. The first installment of debt service on each Bond shall be due and payable one year 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 year 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 \$5,300,000 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, 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 the cost of the construction, improvement, repair, renovation and equipping of City Hall, costs related to the foregoing, and the payment of costs incident to the sale and issuance of the Bonds, 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 12th day of October, 2021 (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 are expected to be issued as federally tax-exempt bonds. At the Mayor’s discretion, the Notes may be issued as federally tax-exempt obligations. To the extent applicable, 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 to be subjected to treatment under Section 148 of the Internal Revenue Code (the “Code”), and applicable regulations thereunder, as an “arbitrage bond.” To that end and if applicable, 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 and adopt such policies and procedures that may necessary or advisable 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. 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 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, including that bond resolution adopted by the Governing Body on August 10, 2021 related to the Projects and authorizing bonds in a principal amount not to exceed \$5,300,000, 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 12th day of October, 2021.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor

ATTEST:

Interim City Recorder

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "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 October 12, 2021 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 12th day of October, 2021.

Interim City Recorder

(SEAL)

31049795.3

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$5,300,000 OF GENERAL OBLIGATION 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 construction, improvement, repair, renovation and equipping of City Hall and related costs and payment of the costs incident to the sale and issuance of the bonds; and

WHEREAS, the City Council ~~did on the date hereof~~ adopted an Initial Resolution authorizing the bonds described herein on August 10, 2021 (the “Initial Resolution”); and

WHEREAS, the United States Department of Agriculture, acting through Rural ~~Development~~ Housing Service (“Rural Development”), has issued to the Municipality its Letter of Conditions dated June 4, 2021, as may be amended (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 \$5,300,000 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 construction, improvement, repair, renovation and equipping of City Hall and costs related to the foregoing.

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 \$5,300,000 (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 sale and issuance of 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 2.25% per annum and shall be payable in not more than 40 equal annual 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 \$202,354. The first installment of debt service on each Bond shall be due and payable one year 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 year 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 \$5,300,000 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, 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 Indebtedness²²." 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 the cost of the construction, improvement, repair, renovation and equipping of City Hall, costs related to the foregoing, and the payment of costs incident to the sale and issuance of the Bonds, 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 10th day of ~~August~~October, 2021 (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 are expected to be issued as federally tax-exempt bonds. At the Mayor's discretion, the Notes may be issued as federally tax-exempt obligations. To the extent applicable, 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 to be subjected to treatment under Section 148 of the Internal Revenue Code (the "Code"), and applicable

regulations thereunder, as an “arbitrage bond²².” To that end and if applicable, 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 and adopt such policies and procedures that may necessary or advisable 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. **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 17. **Repeal of Conflicting Resolutions and Effective Date.** All other resolutions and orders, or parts thereof, [including that bond resolution adopted by the Governing Body on August 10, 2021 related to the Projects and authorizing bonds in a principal amount not to exceed \\$5,300,000,](#) 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 10²th day of ~~August~~October, 2021.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor

ATTEST:

Interim

City

Recorder

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "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~~October 10~~2~~2, 2021 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 10~~2~~2th day of ~~August~~October, 2021.

Interim City Recorder

(SEAL)

~~31049795.1~~31049795.3

Summary report:	
Litera® Change-Pro for Word 10.10.0.103 Document comparison done on 9/29/2021 4:20:35 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://BBSLIBRARY/BBS/31049795/2	
Modified DMS: iw://BBSLIBRARY/BBS/31049795/3	
Changes:	
<u>Add</u>	17
Delete	13
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	30

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$5,560,000 OF GENERAL OBLIGATION 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 construction, improvement, repair, renovation and equipping of a fire hall and related costs and payment of the costs incident to the sale and issuance of the bonds; and

WHEREAS, the City Council adopted an Initial Resolution authorizing the bonds described herein on August 10, 2021 (the “Initial Resolution”); and

WHEREAS, the United States Department of Agriculture, acting through Rural Housing Service (“Rural Development”), has issued to the Municipality its Letter of Conditions dated May 27, 2021, as may be amended (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 \$5,560,000 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 construction, improvement, repair, renovation and equipping of a fire hall and costs related to the foregoing.

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 \$5,560,000 (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 sale and issuance of 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 2.25% per annum and shall be payable in not more than 40 equal annual 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 \$212,281. The first installment of debt service on each Bond shall be due and payable one year 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 year 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 \$5,560,000 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, 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 construction, improvement, repair, renovation and equipping of a fire hall, costs related to the foregoing, and the payment of costs incident to the sale and issuance of the Bonds, 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 12th day of October, 2021 (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 are expected to be issued as federally tax-exempt bonds. At the Mayor's discretion, the Notes may be issued as federally tax-exempt obligations. To the extent applicable, 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 to be subjected to treatment under Section 148 of the Internal Revenue Code (the "Code"), and applicable regulations thereunder, as an "arbitrage bond." To that end and if applicable, 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 and adopt such policies and procedures that may necessary or advisable 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. 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 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, including that bond resolution adopted by the Governing Body on August 10, 2021 related to the Projects and authorizing bonds in a principal amount not to exceed \$5,560,000, 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.

Adopted and approved this 12th day of October, 2021.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor

ATTEST:

Interim City Recorder

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "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 October 12, 2021 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 12th day of October, 2021.

Interim City Recorder

(SEAL)

30859530.3

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$5,560,000 OF GENERAL OBLIGATION 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 construction, improvement, repair, renovation and equipping of a fire hall and related costs and payment of the costs incident to the sale and issuance of the bonds; and

WHEREAS, the City Council ~~did on the date hereof~~ adopted an Initial Resolution authorizing the bonds described herein on August 10, 2021 (the “Initial Resolution”); and

WHEREAS, the United States Department of Agriculture, acting through Rural ~~Development~~ Housing Service (“Rural Development”), has issued to the Municipality its Letter of Conditions dated May 27, 2021, as may be amended (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 \$5,560,000 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 construction, improvement, repair, renovation and equipping of a fire hall and costs related to the foregoing.

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 \$5,560,000 (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 sale and issuance of 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 2.25% per annum and shall be payable in not more than 40 equal annual 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 \$212,281. The first installment of debt service on each Bond shall be due and payable one year 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 year 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 \$5,560,000 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, 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 Indebtedness²²." 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 construction, improvement, repair, renovation and equipping of a fire hall, costs related to the foregoing, and the payment of costs incident to the sale and issuance of the Bonds, 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 10²th day of ~~August~~October, 2021 (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 are expected to be issued as federally tax-exempt bonds. At the Mayor's discretion, the Notes may be issued as federally tax-exempt obligations. To the extent applicable, 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 to be subjected to treatment under Section 148 of the Internal Revenue Code (the "Code"), and applicable

regulations thereunder, as an “arbitrage bond²².” To that end and if applicable, 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 and adopt such policies and procedures that may necessary or advisable 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. **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 17. **Repeal of Conflicting Resolutions and Effective Date.** All other resolutions and orders, or parts thereof, [including that bond resolution adopted by the Governing Body on August 10, 2021 related to the Projects and authorizing bonds in a principal amount not to exceed \\$5,560,000,](#) 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 10²th day of ~~August~~October, 2021.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor

ATTEST:

Interim

City

Recorder

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "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~~October 10~~2~~2, 2021 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 10~~2~~2th day of ~~August~~October, 2021.

Interim City Recorder

(SEAL)

~~30859530.1~~30859530.3

Summary report:	
Litera® Change-Pro for Word 10.10.0.103 Document comparison done on 9/29/2021 4:22:31 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://BBSLIBRARY/BBS/30859530/2	
Modified DMS: iw://BBSLIBRARY/BBS/30859530/3	
Changes:	
<u>Add</u>	17
Delete	16
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	33

RESOLUTION 2021-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE T-MOBILE HOMETOWN GRANT PROGRAM

WHEREAS, the Town would like to submit the grant application totaling approximately \$50,000.00; and,

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

WHEREAS, the funds will be used to help build, rebuild, or refresh community spaces where friends and neighbors connect.

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 *“T-Mobile Hometown Grants”* through T-Mobile.

SECTION 2: That the Town of Ashland City further authorizes Scott Sampson to apply for and manage this grant application.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of October, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

Interim City Recorder Alicia Martin, CMFO

ORDINANCE #

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

WHEREAS, the Mayor and Council appropriate \$24,165 in the General Fund; in the Senior Center Department for the Amendment to GNRC Contract. Contract #2021-C21 amendment will increase CARES Act Extension and additional funding for grocery program by \$45,000 through September 30, 2022.

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>
Senior Center Department	\$362,945.00	\$387,110.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Parks & Recreation

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

Item: Lighted Christmas Decorations

Description: See attached list.

Serial Number: None

Age: Unknown Asset Number: None

Estimated Remaining Useful Life (Years): 5 years

Purchase Price: Unknown Current Estimated Value: \$300.00

Reason for making the nomination: These decorations have been replaced with new one's.

Signature: Scott Q. Sampson

Date: Sept 21, 2021

Christmas Surplus Items

		Picture #
Train with car	4 feet tall x 4 feet wide	304 or 305
Angel blowing trumpet	64" high x 40" wide	306
Carousel with 6 horses	6 feet tall x 10 feet in diameter	307 & 308
(Green, orange, red, pink, yellow and blue 52" inches tall x 36" wide)		
Star	63" high x 67" wide	309
Plastic Joseph figure	39 inches tall x 17 inches wide	310
Plastic Mary figure	37 inches tall x 14 inches wide	310
Baby in manger	22 inches long x 17 inches wide	310
Merry Christmas sign	13 feet long x 2 feet tall	311 & 312
North Pole sign	6 feet tall x 3 feet wide	313
Large toy soldier	6 feet tall x 2.5 feet wide	314
Small toy soldier	5 feet tall x 2 feet wide	315
Stocking	4 feet tall x 3 feet wide	316
Gingerbread person	4 feet tall x 2.5 feet wide	317
Bear	4 feet tall x 1.5 feet wide	318
Hanging flower	50" inches x 45 inches wide	319
Horse & carriage	14 feet long x 5 feet tall	320 & 321
Gingerbread House	8 feet tall x 7 feet wide	322
Helicopter/wings	6 feet tall x 11 feet long	323 & 324

Rebecca Cohen

From: Stephen Hunter <Stephen.Hunter@citcowater.com>
Sent: Wednesday, August 11, 2021 12:54 PM
To: Rebecca Cohen; Clint Biggers
Cc: Cody Trimble
Subject: FW: Bid S100160120 PO# Meter Quote
Attachments: S100160120-0001.pdf

Rebecca and Clint,
Ok here is the quote....it's under 100,000.

I have been authorized by my boss to offer 120.00 per meter if we are given the scrap meter you all take out of the ground. Which would get you all 400 meters and 400 Smartpoints and would put your total at 100,000. I can rework the quote if you all are interested in turning in the scrap meters.

Stephen Hunter
Smart Meter Sensus Specialist

Click [HERE](#) to visit our new website!

CITCO Water
3333 Hydes Ferry Road
Nashville, TN 37218
p: 800.999.3484 | f: 615.770.9999 | c: 615.310.6627 Stephen.Hunter@citcowater.com

CitcoWater.com
[Facebook](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

-----Original Message-----

From: stephen.hunter@citcowater.com <stephen.hunter@citcowater.com>
Sent: Wednesday, August 11, 2021 11:03 AM
To: Stephen Hunter <Stephen.Hunter@citcowater.com>
Subject: Bid S100160120 PO# Meter Quote

A PDF Bid Is Attached.



TOWN OF ASHLAND CITY

101 Court Street
P.O. Box 36
Ashland City, TN 37015
PH: (615) 792-4211
FAX: (615) 792-3501

PURCHASE ORDER

PO Number: WS01313

Date: 08/19/2021

Requisition #: REQ04568

Vendor #: 2967

ISSUED TO: THE C.I. THORNBURG CO., INC.
PO BOX 2163
HUNTINGTON, WV 25722-

SHIP TO: Town of Ashland City
Attn:City Hall
233 TN Waltz Parkway
Suite 103
Ashland City, TN 37015

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	384 384 single port transceiver Meter cost will be \$120.00 each if the council approves the surplus of the old meter. We would have to surplus to vendor to get discount	413-52100-900		130.00	49,920.00
2	384 384 5/8 X 3/4 meter	413-52100-900		130.00	49,920.00

SUBTOTAL:	99,840.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	99,840.00

Authorized by: _____

1. Original invoice with remittance slip must be sent to: Town of Ashland City, 101 Court Street, P.O. Box 36, Ashland City, TN 37015.
 2. Payment may be expected within 30 days of receipt of goods and invoice.
 3. C.O.D. shipment will not be accepted.
 4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
 5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
 6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Town.
 7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
 8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
 9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The Town is exempt from all federal excise and state tax - ID# 62-6000239



CITCO Water
 3333 HYDES FERRY ROAD
 NASHVILLE, TN 37218
 Phone 615-254-3484
 Fax 615-770-9999



Quotation

EXPIRATION DATE	QUOTE NUMBER
10/10/2021	S100160120
CITCO Water 3333 HYDES FERRY ROAD NASHVILLE, TN 37218 Phone 615-254-3484 Fax 615-770-9999	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

TOWN OF ASHLAND CITY
 P O BOX 36
 101 COURT STREET
 ASHLAND CITY, TN 37015

TOWN OF ASHLAND CITY
 PUBLIC WORKS DEPT
 233 TENNESSEE WALTZ PARKWAY #102
 ASHLAND CITY, TN 37015

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
7659	Meter Quote		Caleb Burden		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Stephen Hunter		DIRECT	NET 30 DAYS	08/11/2021	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
384ea	520M M2 MXU SINGLE PORT TRANSCEIVER UNIT TOUCHCOUPLER W/ INTERNAL BATTERY AND HOURLY LEAK DETECTION INTERVALS		130.000/ea	49920.00	
384ea	5/8"X3/4" SR11 TRPL 100G CI/BTM 5WH LL METER L/HOUSING SX2X138P1GGXSXD		130.000/ea	49920.00	
Extras not listed or spelled out are not included in pricing. We reserve the right to correct clerical errors.			Subtotal	99840.00	
			S&H Charges	0.00	
			Amount Due	99840.00	