



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

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. [July 6, 2021 Special Called Meeting Minutes](#)

PUBLIC FORUM

REPORTS

OLD BUSINESS

2. [Caldwell Park](#)
3. [Ordinance Franchise Agreement: CEMC](#)

NEW BUSINESS

4. [Appoint City Attorney](#)
5. [Amendment to GNRC Grant Contract](#)
6. [Planner Contract](#)
7. [Comprehensive Plan by Josh Wright](#)
8. [Tyler Incode 10 for Court](#)
9. [Hold Harmless Agreement for Firearms](#)
10. [Tyler Incode 10 Project Accounting](#)
11. [2022 Local Government DA Grant](#)
12. [Ordinance: Amending Ordinance #551 Title 12, Chapter 1, Section 12-101](#)
13. [Resolution: Authorizing Check Signers](#)
14. [Resolution: City Hall Loan](#)

SURPLUS PROPERTY NOMINATIONS

15. [2001 Dodge 2500 Truck](#)
16. [2 Weapons](#)

EXPENDITURE REQUESTS

17. [Request to bid concrete work for playground at Fire Hall 2.](#)
18. [Request to bid fencing at the tennis courts.](#)

OTHER

TOURNAMENT

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



TOWN OF ASHLAND CITY
Special Called City Council Meeting
July 06, 2021 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Steve Allen

Vice Mayor Daniel Anderson

Councilman Gerald Greer

Councilman Roger Jackson

Councilman Chris Kerrigan

Councilman JT Smith

ABSENT

Councilman Tim Adkins

PLEDGE AND PRAYER

None.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. June 22, 2021 Special Called Meeting Minutes

A motion was made by Councilman Smith, seconded by Councilman Kerrigan, to approve the June 22, 2021 Special Called Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

Brandi Ghergia - Ms. Ghergia came forward and stated that she had lived in the community since 1997 and had managed non-profits for 15 years. She stated there was a grant opportunity that she believed would be a great opportunity for the city and that she was willing to write the grant for us, she would just need a point person with the City. She stated the Blue Cross Foundation was offering \$750,000.00 in ten (10) communities to build play spaces. Ms. Ghergia stated that it was not just for kids, but adults too since it would include spaces to work out. She stated that they have six (6) templates to choose from and the application is due August 6, 2021, and they would need community input. Mr. Scott Sampson stated that this was the grant we applied for last year and we were denied but planned on applying again this year. Ms. Ghergia stated that she was interested in helping if she could.

REPORTS

None.

OLD BUSINESS

2. Ordinance: Adopting the Annual Budget and Tax Rate for the Fiscal Year 2021-2022
AN ORDINANCE OF THE CITY COUNCIL FOR THE TOWN OF ASHLAND CITY, TENNESSEE ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022. A motion was made by Councilman Greer, Seconded by Councilman Smith, to approve the Ordinance Adopting the Fiscal Year 21/22 Annual Budget and Tax Rate. Voting Yea: Mayor Allen, Councilman Greer, Councilman Jackson, Councilman Smith. Voting Nay: Vice Mayor Anderson, Councilman Kerrigan.
Resolution: Updating the Wage and Salary Policy

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING THE WAGE AND SALARY POLICY GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY. Councilman Jackson questioned the Resolution. Ms. Gayle Bowman stated that this would add the 3% cost of living raise and there were a few changes on the payable. She stated that the IT position was left off, a few job descriptions were rewritten due to not matching their jobs, a new position for Police for Certified and Non-Certified, and we moved Part-Time into grade 2, and the changed Court Officer to Reserve Officer. Ms. Alicia Martin stated that she included the job description for City Recorder and the additional job duties that will be included in the position. A motion was made by Councilman Jackson, seconded by Councilman Greer, to Adopt the Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

NEW BUSINESS

None.

SURPLUS PROPERTY NOMINATIONS

None.

EXPENDITURE REQUESTS

None.

OTHER

None.

ADJOURNMENT

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:09 p.m.

MAYOR STEVE ALLEN

INTERIM CITY RECORDER ALICIA MARTIN, CMFO

INTRODUCTION

My husband, Doug O'Rear, and I, Jane Crisp, discovered Caldwell Park several years ago. It is a hidden gem valued by many residents of Ashland City and now by some that never knew it existed before recent publicity.

My husband died of Covid-19 on July 30, 2020. He expressed a wish to make a gift to a park or even gift a park as a memorial.

Amended Proposal to the Ashland City Council to Preserve Caldwell Park

In order to preserve what is now called Caldwell Nature Park and to honor my deceased husband, Doug O'Rear, I propose the following to Ashland City Council:

1. I, Jane R. Crisp, will make a one-time gift of \$200,000 to the town of Ashland City for use in any of the Ashland City Parks.
2. In addition I will make a one-time gift of \$50,000 to the town of Ashland City for the sole purpose of construction of restrooms with a conjoined, or separate, covered picnic pavilion near the entrance of what is now called Caldwell Nature Park.

In return I ask for the following:

1. That the Caldwell Nature Park name be changed to the Doug O'Rear Nature Park.
2. That a combination or separate restrooms/covered picnic pavilion be constructed near the entrance to this park.
3. That Ashland City arranges to place a sign on Highway 12 marking the turn off to said park.
4. The existing sign at the entrance will be changed to reflect the new park name.
5. In order to preserve the nature park for future generations, a conservation easement should be granted to preserve the stated purpose of the property. I would be glad to work with the City Attorney to craft appropriate wording for the easement. The front part of the park could be preserved for general park purposes while the greater part be preserved as a nature preserve.
6. That the town of Ashland City set a dedication and then memorial service for Doug O'Rear as soon as practically possible at the expense of Jane R. Crisp (including a tent, chairs, and port-a-potties if restrooms are not yet installed.)
7. A park bench with a life-size statue of Doug O'Rear with room for others to sit will be donated by Jane R. Crisp and placed in said park.
8. That the Ashland City Parks Department maintain the park including marking of nature trails and consider allowing the area of the park north of the small creek to return to natural meadow land with a trail through it going to the other trails.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO GRANTEE, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG, ACROSS THE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, AND EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE TOWN OF ASHLAND CITY, TENNESSEE, AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, FIBERS, CABLES AND ANCILLARY FACILITIES FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING A CABLE SYSTEM, AS DEFINED HEREIN, FOR A PERIOD OF TEN (10) YEARS, REGULATING THE SAME AND PROVIDING COMPENSATION TO THE CITY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ASHLAND CITY, TENNESSEE, USA THAT:

This Franchise Agreement (“Agreement”) is between the Town of Ashland City hereinafter referred to as the “Franchising Authority”, and Cumberland Connect, a corporation duly organized and validly existing under the laws of the State of Tennessee, hereinafter referred to as the “Grantee,” and further defined in **Subsection 1.1.L** below.

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future video programming distribution related needs of the Service Area, as defined in **Subsection 1.1.V** below, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with the Grantee for the construction and operation of a broadband video distribution system on the terms set forth herein.

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Additional Franchise” is a franchise other than the Franchise, as defined in **Subsection 1.1.K** below, granted to any third-party, including any renewal of an already existing cable franchise, for the construction, operation or maintenance of a cable system pursuant to the Cable Act, as defined in **Section 1.1.E**, below.

B. “Additional Franchise Agreement” is an agreement by which the Franchising Authority grants an Additional Franchise.

C. “Basic Cable Service” is the lowest priced tier of Cable Service, as defined in **Section 1.1.F**, below, that includes the retransmission of local broadcast television signals.

D. "Board/Council" shall mean the City Council of Town of Ashland City, Tennessee.

E. "Cable Act" is Title VI of the Cable Act of 1984, as amended.

F. "Cable Services" shall mean: (i) the one-way transmission to Subscribers, as defined in **Subsection 1.1.X**, below, of (a) video programming or (b) another programming service and (ii) action(s) taken by Subscribers, which may be required for the selection or use of such video programming or other programming service.

G. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, which shall include video programming, and which is provided to multiple Subscribers within the Service Area.

H. "Convertor Box" shall mean the device, whether it be a convertor box, set-top box, or terminal, that resides at Subscribers' locations and through which Subscribers receive the Cable Services.

I. "Effective Date" shall mean _____, 2021.

J. "FCC" shall mean the Federal Communications Commission, or successor governmental entity thereto.

K. "Franchise" shall mean the non-exclusive rights granted to Grantee pursuant to this Agreement to construct and operate a Cable System along the Public Ways, as defined in **Subsection 1.1.U** below, within all or a specified area in the Service Area.

L. "Grantee" means Cumberland Connect, or the lawful successor, transferee, or assignee thereof.

M. "Gross Revenues" shall mean all cash compensation or revenues of any kind or nature received directly or indirectly by the Grantee, its subsidiaries or parent, arising from, attributable to, or in any way derived from the provision of Cable Services by the Grantee within the Service Area, as long as all such Gross Revenues are in accordance with generally accepted accounting principles. Gross Revenues include, but are not limited to, monthly fees charged to Subscribers for Basic Cable Service; monthly fees charged to Subscribers for any optional, premium, per-channel or per-program service; monthly fees charged to Subscribers for any tier of Cable Service other than Basic Cable Service; fees for installation, disconnection, and reconnection of Cable Service; late fees assessed for any Subscriber payment obligation; change of service fees; leased channel fees; franchise fees collected from Subscribers, Convertor Box rental or sales fees; programming production and/or studio equipment rental fees; advertising revenues; and revenues derived by the Grantee from home shopping channel sales to Subscribers. Gross Revenues shall not include: (i) any tax, fee, or assessment of general applicability, (ii) unrecovered bad debt, and (iii) revenues received from the provision of internet service over the Cable System unless and until such time as Federal law or the FCC's rules and regulations determine that internet service shall be designated a Cable Service and included in Gross Revenues for the purpose of calculating

franchise fees. Advertising and home shopping revenues shall be allocated on a pro-rata basis based on the number of total Subscribers versus the Subscribers residing within the Service Area, provided the revenues cannot be calculated on a per-Subscriber basis. Gross Revenues shall be the basis for computing any franchise fee.

N. "Installation" shall mean the connection of the Cable System from feeder fiber, cable, or other distribution mechanism to Converter Boxes.

O. "OTT" shall mean an Over-the-Top video programming service whose owner and/or operator was granted a franchise by the Franchising Authority to provide programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

P. "OVS" shall mean an Open Video System, as certified by the FCC pursuant to 47 U.S.C. § 573, as may be amended, whose owner and/or operator was granted a franchise by the Franchising Authority to provide video programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

Q. "Person" shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

R. A "Pole" may refer to any telephone pole, conduit and/or other facility which is owned by the Franchising Authority upon which the Grantee may affix the Cable Systems facilities.

S. "Public Building" shall mean police and fire stations and administration buildings of the Franchising Authority located within the Service Area.

T. "Public School" shall mean any school at any educational level operated within the Service Area by any public, private or parochial school system, but limited to, the equivalent of elementary schools, junior high schools, middle schools and high schools.

U. "Public Way" shall mean the surface of, and the space above and below, each of the following, which are dedicated to the public and maintained under public authority or by others and located within the Service Area: streets, roadways, highways, freeways, parkways, bridges, land paths, boulevards, avenues, lanes, courts, ways, alleys, sidewalks, circles, drives, easements, rights-of-way, and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area.

V. "Service Area" means the present boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions specifically stated herein.

W. "State" shall mean the State of Tennessee.

X. "Standard Installation" is defined as Installation of the Cable Service that is within 125 feet from the nearest connection point to the Cable System.

Y. “Subscriber” means a Person who, with the Grantee’s express permission, lawfully receives Cable Service from the Cable System.

SECTION 2
Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area. The Grantee is authorized for that purpose to erect, install, or construct; repair, replace, or reconstruct; and operate, maintain, or retain such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes in, on, over, under, upon, across, or along any Public Way.

2.2 Additional Franchises.

A. Additional Franchise Granted in More Favorable Terms. If, following the Effective Date, the Franchising Authority exercises its right to grant an Additional Franchise to a third-party and the Grantee believes that the Additional Franchise Agreement created therefrom bestows benefits and imposes burdens on such third-party, which on balance, are materially more advantageous to such third-party than the benefits bestowed and the burdens imposed on the Grantee by this Agreement, the Grantee may at any time request that the Franchising Authority compare the Additional Franchise Agreement and the Agreement and make a determination as to the Grantee’s belief. If the Franchising Authority determines that the Grantee’s belief is correct, the parties shall renegotiate the terms and conditions of this Agreement as provided for in this Subsection. If the Franchising Authority is required by an existing ordinance, regulation, or State or federal law, including the Cable Act, to provide advance written public notice of any request for an Additional Franchise from a third-party, the Franchising Authority shall make such notice and simultaneously provide the Grantee with a copy of the proposed request.

B. Procedure for Review of Additional Franchise Agreement. The Franchising Authority shall have ten (10) days after receipt of a request from the Grantee to issue a written determination as to its comparison of the Additional Franchise Agreement and this Agreement. If the Franchising Authority determines that the Additional Franchise Agreement is more favorable to the third-party, negotiations on a new Agreement or an amendment to the current Agreement shall commence within three (3) business days of the Grantee’s receipt of the determination. The focus of such negotiations shall be to create overall economic, technical and operational parity between the franchisees. If the Grantee disagrees with the Franchising Authority’s decision, the Grantee may request that the Franchising Authority reconsider within three (3) business days of receipt of the determination.

C. Factors for Determination. In making a determination under this **Section 2**, the Franchising Authority will consider factors including, but not limited to: (i) the term of the franchise; (ii) the franchise fee to be paid by each franchisee; (iii) the number and density of dwelling units to be served; (iv) differences in construction, operational maintenance requirements

and the costs thereof; (v) differences in required system characteristics, including state-of-the-art requirements; (vi) differences in service obligations, including the provision of access to public, educational and government (“PEG”) channels and institutional service requirements; (vii) differences in permitted cable service fees and charges; and (viii) such other factors that are relevant to an inquiry into the overall economic, technical and operational parity of the agreements.

2.3 Police Powers and Conflicts with Franchise. The Grantee acknowledges that its rights hereunder are subject to the police power of the Franchising Authority to adopt and enforce general franchises necessary for the safety and welfare of the public. The Grantee shall comply with all applicable general laws and regulations enacted by the Franchising Authority pursuant to such power. Subject to its lawful police powers, the Franchising Authority may not, by franchise or otherwise, alter any of the Grantee’s material rights, benefits, obligations or duties as specified in this Agreement. In the event of a conflict between any franchise and this Agreement, the terms and conditions of this Agreement shall control, provided; however, that the Grantee agrees that it is subject to the lawful police power of the Franchising Authority.

2.4 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Agreement. In the event of a conflict between any ordinance and this Agreement, this Agreement shall control.

2.5 Other Authorizations. The Franchising Authority shall not permit any Person to provide services similar to those provided by the Grantee within the Service Area without the Person first securing an Additional Franchise. The Franchising Authority shall not grant any Additional Franchises or other authorizations to third-parties, including franchises or authorizations granted to OVS or OTT providers, to provide services similar to those provided by the Grantee within the Service Area on terms and/or conditions more favorable or less burdensome than those granted to the Grantee as set forth herein.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal.

A. The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth below subject to the Grantee’s acceptance by countersigning where indicated below. This Franchise shall be automatically extended for an additional term of ten (10) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

B. In addition to the procedures set forth in the Cable Act and federal law, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments

shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Subsection 3.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

3.2 Assessment of Needs. In addition to the procedures set forth in **Section 626(a)** of the Cable Act, the Franchising Authority agrees to notify the Grantee of all assessments the Franchising Authority has made regarding (i) the cable-related needs and interests of the community within the Service Area and (ii) the performance of the Grantee under the Agreement and the Franchise. The Franchising Authority further agrees that any such assessments shall be provided to the Grantee promptly so that the Grantee may timely provide a response under **Section 626(b)** of the Cable Act to complete renewal of the Franchise prior to expiration of its term.

3.4 Terms Consistent with Law. The Franchising Authority and the Grantee consider the terms set forth in this Subsection to be consistent with the express provisions of **Section 626** of the Cable Act.

3.5 Consideration of Additional Franchise Agreements and Authorizations. The Franchising Authority shall take into account any previously granted Additional Franchise Agreements or authorizations, when seeking to impose increased obligations upon the Grantee in any renewal of this Agreement or the Franchise. The proposed increased obligations shall not be more burdensome and/or less favorable than those contained in any such Additional Franchise Agreements or authorizations.

SECTION 4 **Insurance and Indemnification**

4.1 Insurance Requirements. The Grantee shall obtain and/or maintain, at its own cost, insurance that meets the coverage requirements set forth in this Subsection. Such insurance shall be in full force and effect during the term of the Agreement and the Franchise and any renewal periods of the same. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancelable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this Subsection. The insurance shall be in the amounts as follows:

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence
Combined Single Liability (C.S.L.):	\$2,000,000 General Aggregate

Auto Liability including coverage
on all owned, non-owned hired autos: \$1,000,000 C.S.L.
Umbrella Liability: \$1,000,000 per occurrence C.S.L.

4.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of the Cable System provided that the Franchising Authority shall give the Grantee written notice within ten (10) days of the Franchising Authority's receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority, its officers, members, agents or employees or for the Franchising Authority's use of the Cable System, including the use of any PEG channels.

SECTION 5 **Service Obligations**

5.1 No Discrimination. The Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. The Grantee shall comply at all times with all other applicable federal, State and local laws and regulations.

5.2 Privacy. The Grantee shall comply with all applicable federal or State laws and regulations regarding the privacy rights of Subscribers.

5.3 Rates. The Grantee shall establish rates that are nondiscriminatory within the same general class or tier of Subscribers. Nothing contained herein shall prohibit the Grantee from offering: (i) discounts to commercial and multiple family dwelling Subscribers billed on a bulk basis; (ii) promotional discounts; (iii) reduced Installation rates for Subscribers who have multiple services; and (iv) discounted rates in those portions of the Service Area subject to competition from other video programming providers.

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall make the Cable Service available to every dwelling unit within the Service Area so that the Cable Services, unless specifically stated hereon, is available to areas with a minimum density of at least ten (10) dwelling units per quarter cable mile within three (3) years from the Effective Date. The Grantee may elect to provide Cable Service to areas not meeting the density standards referenced in this Subsection. The build-out requirements in this Subsection do not apply to areas within the Service Area that are currently being served by another Person pursuant to an Additional Franchise Agreement. The Grantee shall Install the Cable Service at its published rates.

6.2 Service to New or Previously Un-served Single Family Dwellings. The Grantee shall offer Cable Service to all new homes or previously un-served single dwelling units located within 125 feet of the Grantee's feeder cable or broadband distribution facilities at its published rates for Standard Installation.

6.3 Service to New Subdivisions. Where the Franchising Authority has created or established a new subdivision for dwelling units within the Service Area after the Effective Date, the Grantee shall make the Cable Service available to these dwelling units if the following conditions are met: (i) the dwelling units must have building foundations in place; (ii) electric and/or telephone facilities have been installed to provide electric or telephone service to the dwelling units; (iii) the dwelling units are located within 125 feet of the Grantee's existing Cable Service distribution facilities; (iv) the minimum density of the new subdivision is at least ten (10) dwelling units per quarter cable mile; and (v) the Grantee is not required to pay an entrance fee or private right-of-way fee to provide Cable Service to the subdivision. If all of these conditions are met, the Grantee shall extend Cable Service to such a dwelling unit within six (6) months of a written request by a resident of the new subdivision with authority to contract for cable services for the dwelling unit. The Franchising Authority shall use its best efforts to advise the Grantee when a new subdivision has been approved and permitted by the Franchising Authority for construction.

6.4 Service to Annexed Areas. The Grantee shall offer Cable Services to any area described in any annexation franchise passed after the Effective Date within one (1) year after the effective date of such annexation franchise. The area delineated in the annexation shall be included with, and become part of the definition of, the Service Area upon the Installation of the Cable Service within the annexation area. The Grantee shall not be required to offer service to the annexation area if the Grantee or a Person already provides video programming services to the annexation area or if the density of homes is less than that required in **Section 6.1**.

6.5 Additional Service. The Grantee may elect to offer Cable Service to areas within the Service Area not meeting the standards set forth in this **Section 6**. The Grantee may impose an additional charge in excess of its Standard Installation charge to any Subscriber for any Installation that requires the Grantee to exceed the standards set forth in this **Section 6**. This additional charge shall be computed on a time plus materials basis to be calculated on that portion of the Installation that is above and beyond 125 feet for the nearest connection point to the Cable System.

6.6 New Development Underground. In cases of new construction or property development within the Service Area where utilities will be placed underground, the Franchising Authority shall require any property owner or developer to: (i) provide notices of such construction to the Grantee and (ii) allow the Grantee to require installation of facilities for the availability of Cable Service, into any trench created for the underground utilities as conditions of the Franchising Authority issuing a permit to authorize the proposed new construction or property development. Specifically, such permit shall require the property owner or developer to notify the Grantee in writing: (y) thirty (30) days prior to the start of construction or development and (ii) at least two (2) weeks prior to the time that the property owner or developer shall make the open trench available for installation of conduit, pedestals, vaults, and/or laterals. The Grantee and applicable property owner or developer shall agree upon the specifications or construction schedule as needed for trenching prior to the open trenching date. Costs of trenching and easements required to bring

Cable Services to the property or development shall be borne by the developer or property owner. The Franchising Authority shall use its best efforts to advise the Grantee when a permit has been approved by the Franchising Authority for construction or development that provides for the installation of underground utilities.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end or comparable broadband facility or equipment; distribution system; towers; house connections, structures, Poles, wire, cable, coaxial cable, and fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and commonly accepted methods and practices in the video distribution industry in the installation and maintenance, including but not limited to Installations, of the Cable System's facilities and equipment necessary to provide the Cable Services. All such work shall be performed in substantial accordance with generally applicable federal, State, and local regulations and the National Electric Safety Code.

7.4 Network Technical Requirement. The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of complying with all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC rules and regulations.

7.5 Performance Monitoring. Grantee shall test the Cable System as required by the FCC's rules and regulations. The Franchising Authority may require additional tests, full or partial repeat tests, or different test procedures when there is evidence which casts doubt upon the reliability or technical quality of the Cable System on the basis of complaints received from the public or other evidence indicating an unresolved controversy or alleged significant non-compliance with the standards set forth in this Subsection. Such tests will be limited to the particular matter in controversy or the alleged significant non-compliance. The Franchising Authority shall schedule its requests for such tests so as to minimize hardship or inconvenience to the Grantee and to the Subscribers. The Franchising Authority shall not request such testing more than once annually.

SECTION 8 **Standards of Service**

8.1 General Conditions. The Grantee shall have the right to utilize existing Poles and other infrastructure owned by Grantee whenever possible, and shall only construct or install new,

different, or additional Poles whether on public property or on privately owned property where it has the authority to do so.

8.2 Underground Construction. The Grantee shall be authorized to construct, operate, and maintain its Cable System underground in areas where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services have such authorization. Nothing contained in this Subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

8.3 Permits. The Franchising Authority shall cooperate with the Grantee in granting any permits required for the construction of the Cable System, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Public Ways and that proposed construction shall be done in accordance with this Agreement.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any facilities or Poles placed in any Public Way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.

8.5 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

8.7 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth on or along Public Ways in order to access and maintain the Cable System.

8.10 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

8.11 Emergency Alert System. Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable State and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from

any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the Cable System, or the Franchising Authority gives notice of intent to terminate or fails to renew the Agreement and this Franchise, the Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted service during such overbuild, rebuild, modification or sale of the Cable System, unless circumstances are beyond the control of the Grantee or are unforeseen or constitute a Force Majeure as discussed in **Section 15.2**. In the event of a change of the Grantee, or in the event a new operator acquires the Cable System, the Grantee shall cooperate with the Franchising Authority and the new grantee or operator in maintaining continuity of service to all Subscribers. During such period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System.

9.2 Customer Service Standards. The Grantee will comply with the customer service standards promulgated by the FCC in accordance with **Section 632** of the Communications Act for as long as such standards are in effect. Such standards are incorporated herein as **Exhibit A**.

SECTION 10 **Franchise Fee**

10.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of annual Gross Revenues. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Grantee shall commence payment of the franchise fee on the first day of the calendar month that is at least thirty (30) days after the Effective Date. The franchise fee payment shall be due quarterly and payable within 60 days after the close of each calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. The Grantee shall keep records for all franchise fee payments for three (3) years.

B. Limitation on Franchise Fee Audits. The period of limitation for recovery of any franchise fee payable hereunder shall be in accordance with the appropriate State or federal laws. Any additional amount due to the Franchising Authority shall be paid within thirty (30) days of the Franchising Authority submitting an invoice for such sum, the Grantee may audit the accuracy of its payment of franchise fees to the Franchising Authority. Any amounts overpaid by the Grantee shall be deducted from future franchise fee payments.

SECTION 11
Transfer of Franchise

11.1 Transfer of Franchise. The Franchise granted hereunder shall not be sold, transferred, leased or assigned, including but not limited to, by forced or voluntary sale, receivership, or other means without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not acted on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed duly given.

11.2 Transfer Without Consent Deemed Violation. Any sale, assignment or transfer of the Franchise or the Agreement occurring without prior approval of the Franchising Authority shall constitute a violation of the Agreement and the Franchise by the Grantee.

11.3 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person/Entity that is owned or controlled by the Grantee, or any Person/Entity that owns or controls the Grantee. Grantee shall notify the Franchising Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12
Books and Records

12.1 Reports Required. The Grantee's schedule of charges, contract or application forms for Cable Service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Franchising Authority upon request.

12.2 Records Required. The Grantee shall at all times maintain and make available to the Franchising Authority the following documents within thirty (30) days of a written request, provided however that Franchising Authority may not request documents referenced in **Subsection 12.2** more often than once a year:

(i). A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for two (2) years.

(ii). A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Upon thirty (30) days' advance written notice, the Grantee shall permit any duly authorized representative of the Franchising Authority to examine, during normal business hours on a non-disruptive basis, all records reasonably necessary to ensure the Grantee's compliance with the Agreement and this Franchise. Such notice shall specifically reference the section or subsection of the Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. The Grantee shall provide electronic copies of its books and records if available or paper copies if electronic copies are not available. The Grantee shall fully cooperate in making available its records and otherwise assisting in these activities. The Grantee shall not be required to maintain any books and records related to the Grantee's compliance with the terms and conditions of the Franchise longer than three (3) years. The Grantee shall not be required to provide Subscriber information to the Franchising Authority in violation of **Section 631** of the Cable Act. The Franchising Authority agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Franchising Authority aware of such confidentiality. The Grantee may require the Franchising Authority, or any of its employees, agents or representatives who will have access to such information to sign a confidentiality agreement prior to the release of any of this information.

SECTION 13 **Community Programming**

13.1 Service to Schools and Public Buildings. The Grantee shall offer to install one (1) Converter Box to each Public School and/or Public Building within 125 feet of nearest Cable System connection point and will offer to provide Basic Cable Service and any "expanded" Basic Cable Service tier, if offered, for the term of this Agreement. The Cable Services shall be offered to the Public Schools and Public Buildings. Any such Public School may install, at its expense, such additional Converter Boxes for classroom purposes as it desires, provided that such installation shall not interfere with the operation of the Cable System. The quality and manner of installation of such additional connections at the Public Schools shall be approved by the Grantee prior to installation and shall comply with all local, State and federal laws and regulations. The requirement to provide Cable Services to Public Schools and Public Buildings is subject to the same build-out set forth in **Subsection 6.1**. The Grantee shall not be required to offer Cable Services to Public Schools and Public Buildings that are more than 125 feet from the nearest connection point to the Cable System, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation. In accordance with the Federal Communications Commission's Third Report and Order regarding Implementation of Section 621(a)(1) of the Cable Communication Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Released August 2, 2019, the cost of any installations to Schools and Public Buildings, if requested, shall be deducted against the Franchise Fee identified in Section 10.1 of this Ordinance.

13.2 Limitations on Use. The Cable Service provided pursuant to **Subsection 13.1** above shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any improper or inappropriate use of the Cable System or any loss or damage to the Cable System. The Franchising

Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by **Subsection 13.1** above.

SECTION 14
Enforcement and Termination of Franchise

14.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with or defaulted on any material term of this Agreement, the Franchising Authority shall informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

14.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in **Subsection 14.1**:

- (i). to respond to the Franchising Authority, contesting the assertion of such noncompliance;
- (ii). to cure such default; or
- (iii). in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in **Subsection 14.1** pursuant to the procedures set forth in **Subsection 14.2**, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to **Subsection 14.2(ii)** above, the Franchising Authority shall schedule a public hearing to address the alleged non-compliance or default if it intends to continue its investigation. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which shall specify the time, place and purpose of such hearing. The Franchising Authority shall present any evidence of the default at the public hearing and the Grantee shall be provided with equal time to present evidence contrary to that provided by the Franchising Authority or present evidence if the Grantee's attempts to remedy the default.

14.4 Enforcement. In the event the Franchising Authority determines that the Grantee is in material default of any provision of the Agreement after the hearing set forth in **Subsection 14.3**, the Franchising Authority may, subject to applicable federal and State law,

- (i). seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- (ii). commence an action at law for monetary damages or seek other equitable relief; or

- (iii). in the case of repeated or ongoing substantial non-compliance with a material term or terms of this Agreement, seek to revoke the Franchise and terminate this Agreement in accordance with **Subsection 14.5**.

14.5 Revocation.

A. Notice of Intent to Revoke. Prior to revocation of the Franchise and termination of this Agreement, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise and terminate this Agreement on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth the exact nature of the noncompliance and include citation to one or more specific instances of substantial noncompliance with a material provision of this Agreement by the Grantee. The Grantee shall have sixty (60) days from such notice to object in writing to the Franchising Authority, state its reasons for such objection, and provide any explanation. If the Franchising Authority is not satisfied with the Grantee's response, it may then seek to revoke the Franchise and terminate this Agreement at a public hearing. The Franchising Authority shall give the Grantee at least twenty (20) days prior written notice of such public hearing, specifying the time and place of such hearing, and stating the Franchising Authority's intent to revoke the Franchise and terminate this Agreement.

B. Revocation Hearing Provisions. At the revocation hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and witnesses to support its position, and question any witnesses presented by the Franchising Authority. After the Grantee has concluded its presentation, the Franchising Authority shall determine whether or not the Franchise shall be revoked, and this Agreement shall be terminated. The revocation hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be made in writing and shall be delivered to the Grantee pursuant to the notice provisions of this Agreement. The Grantee may appeal such determination to a court of competent jurisdiction.

14.6 Conditions of Sale.

A. If the Grantee's Franchise and this Agreement are lawfully revoked or terminated and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in **Section 627** of the Cable Act.

B. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise and termination of this Agreement, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third-party. The Grantee shall be authorized to continue to operate pursuant to the terms of this Agreement during this period. If the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System during such time, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or State law. It is

further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

C. Upon the termination of this Agreement and revocation of the Franchise, as provided herein, the Grantee shall, upon notice by the Franchising Authority, remove at its own expense the Cable System from all Public Ways. Notwithstanding the foregoing, the Grantee may abandon any property on Public Ways upon written notice to the Franchising Authority. If, within ninety (90) days of the receipt of such notice, the Franchising Authority determines that the safety, appearance, or use of the Public Ways would be adversely affected, the property must be removed by the Grantee by a date reasonably specified by the Franchising Authority, in light of the amount of work to be performed.

14.7 Good Faith Errors. The parties agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise or termination of this Agreement for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact to the Subscribers or the Cable Services, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with State and Federal Laws. This Franchise shall be governed by and construed in accordance with Federal law, the laws of the State of Tennessee and the Town of Ashland City, Tennessee. The Grantee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and any applicable cable ordinance enacted by the Franchising Authority. Notwithstanding any other provisions of this Agreement to the contrary, the Grantee shall at all times comply with all laws and regulations of the State and federal government or any administrative agencies thereof which related to the conduct of the Grantee's business.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by third-party utility providers to service or monitor their utility poles to which portions of the Cable System are attached, as well as unavailability of materials and/or qualified labor to perform the required work.

15.3 Actions of Parties. The Franchising Authority and the Grantee shall act in a reasonable, expeditious, and timely manner in regard to any action that is mandated or permitted under the terms hereof. Furthermore, in any instance where the approval or consent is required by one of the parties under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Entire Agreement. This Agreement constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements,

whether oral or written. Neither party may unilaterally alter the material rights and obligations set forth in this Agreement, whether through governmental power or otherwise. Any amendments to this Agreement shall be mutually agreed to in writing by the parties.

15.5 Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either express or implied, by the Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that the Grantee reserves all of its rights under applicable Federal and State Constitutions, laws and regulations.

15.6 Notices.

A. Unless otherwise expressly agreed between the parties, every notice or response required by this Agreement to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (i) upon receipt when hand delivered to the other party, (ii) upon receipt when sent certified, registered mail, (iii) within five (5) business days after having been deposited with the United States Postal Service for standard delivery or (iv) or the next business day if sent by express mail or overnight courier.

B. Notices or responses to the Franchising Authority and the Grantee shall be addressed as follows:

if to the Franchising Authority:

Steve Allen
Mayor of Ashland City
101 Court street
P.O. Box 36
Ashland City, TN 37015

if to the Grantee:

Cumberland Connect
Broadband Manager
1940 Madison Street
Clarksville TN 37043
Attn: Mark Cook

C. The Franchising Authority and the Grantee may designate such other address or addresses as those provided in **Subsection 15.6(B)** from time to time by giving notice to the other in the manner provided for in this Subsection.

15.7 Descriptive Headings. The captions to Sections and Subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

15.8 Severability. If any Section, Subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, Subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Agreement.

15.9 Effective Date. The Effective Date of this Franchise is the date of final adoption by the Franchising Authority as set forth below subject to the Grantee's acceptance by countersigning where indicated below.

[Signatures on the following page.]

Considered and approved this ____ day of _____, 2021.

Franchising Authority: Town of Ashland City

Signature: _____

Printed Name: _____

Title: _____

Grantee: Cumberland Connect

Signature: _____

Printed Name: _____

Title: _____

Exhibit A

Section 76.309 FCC Customer Service Obligations

1. Cable system office hours and telephone availability-

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

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

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

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

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

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

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

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

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

C. If a cable operator representative is running later for an appointment with a customer and will not be able to keep the appointment as scheduled, best efforts will be made to contact the customer. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

3. Communications between cable operators and cable subscribers.

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

4. Definitions-

A. Normal Business Hours. The terms "normal business hours" means 7:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays.

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

C. Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # AshlandSC-G	Edison ID	Contract # 2019-21	Amendment # 22-0	
Contractor Legal Entity Name Town of Ashland City			Edison Vendor ID	
Amendment Purpose & Effect(s) FY 2022 Grant Contract Amendment				
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2022		
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$36,300	
Funding —				
FY	State/Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$37,500			\$37,500
2020	\$36,300			\$36,300
2021	\$36,300			\$36,300
2022	\$36,300			\$36,300
TOTAL:	\$146,400			\$146,400
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 22-0 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
TOWN OF ASHLAND CITY
OF GRANT CONTRACT #2019-21**

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 July 13, 2018 for the provision of multipurpose senior center activities; and

Section D.2 of Grant Contract July 13, 2018 allows written amendments to the Contract.

The Grant Contract dated July 13, 2018, between GNRC and the Grantee is amended as follows:

1. Section C.1. is amended by deleting the original C.1. and substituting with it the new C.1.
 - C.1. Maximum Liability. In no event shall the maximum liability of the GNRC under this Contract exceed Thirty Six Thousand Three Hundred Dollars (\$36,300) ("Maximum Liability") **for FY 2022.** The Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Contract. The 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.

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). Approvals shall be evidenced by a signature or electronic approval.

Amendment Effective Date. The revisions set forth herein shall be effective July 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
JULY 1, 2021 THROUGH JUNE 30, 2022
FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	Older Americans Act Funds				
10% of	Title III-B: Support Services	93.044	\$ 14,950	\$	\$ 14,950
10% of	Title III-B: Ombudsman	93.044	\$ 0	\$ 0	\$ 0
10% of	Title III-B: Transportation	93.044	\$ 3,000	\$ 0	\$ 3,000
10% of	Title III-C1: Congregate Meals	93.045	\$ 0	\$ 0	\$ 0
10% of	Title III-C2: Home Delivered	93.045	\$ 0	\$ 0	\$ 0
10% of	Title III-D: Evidence Based	93.043	\$ 5,800	\$ 0	\$ 5,800
10% of	Title III-E: FCSP – Caregiver	93.052	\$ 0	\$ 0	\$ 0
10% of	Title VII: Ombudsman	93.042	\$ 0	\$ 0	\$ 0
	Federal NSIP Funds				
	NSIP Nutrition	93.053	\$ 0	\$ 0	\$ 0
	State Funding				
50% of	Multipurpose Senior Centers	N/A	\$ 0	\$ 12,550	\$ 12,550
10% of	Home Delivered Meals	N/A	\$ 0	\$ 0	\$ 0
10% of	Homemaker	N/A	\$ 0	\$ 0	\$ 0
	HCBS/Options for Community	N/A	\$ 0	\$ 0	\$ 0
		Total	\$ 23,750	\$ 12,550	\$ 36,300

BUDGET				
The Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:		BEGIN: 07/01/2021	END: 06/30/2022	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 22,436	\$ 200,289	\$ 222,725
4. 15	Professional Fee, Grant & Award ²	\$ 1,672	\$ 14,928	\$ 16,600
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 2,644	\$ 37,526	\$ 40,170
11. 12	Travel, Conferences & Meetings	\$ 957	\$ 8,543	\$ 9,500
13	Interest ²	\$ 0	\$ 0	\$ 0
14	Insurance	\$ 302	\$ 2,698	\$ 3,000
16	Specific Assistance To Individuals	\$ 1,095	\$ 9,780	\$ 10,875
17	Depreciation ²	\$ 0	\$ 0	\$ 0
18	Other Non-Personnel ²	\$ 620	\$ 5,530	\$ 6,150
20	Capital Purchase ²	\$ 6,573	\$ 58,677	\$ 65,250
22	Indirect Cost	\$ 0	\$ 0	\$ 0
24	In-Kind Expense	\$ 0	\$ 0	\$ 0
25	GRAND TOTAL	\$ 36,300	\$ 337,970	\$ 374,270

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 GNRC 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.

Attachment 2 Cont.

BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fee, Grant & Award	\$ 12,200
Contracted Services	\$ 4,400
TOTAL	<u>\$ 16,600</u>

OTHER NON-PERSONNEL	AMOUNT
General Center Expenses	\$ 5,900
Clothing	\$ 250
TOTAL	<u>\$ 6,150</u>

PLANNING SERVICE CONTRACT

This agreement is hereby entered into between the Town of Ashland City hereinafter referred to as Town and Rick Gregory hereinafter referred to as Planner. Whereas the parties are in agreement for the Planner to provide services to the Town and act as the Town's Planner for purposes of all building, zoning, and planning.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

A. SCOPE OF SERVICES.

The Planner shall provide the following services:

1. Attends meetings and provides direct planning assistance and advisory services to local planning commission and boards of zoning appeals and local legislative commissions and committees upon request
2. Review of all site plans, plats, and rezoning request and prepared written recommendations
3. Technical assistance through phone calls, emails, or other correspondence
4. Provide or arrange for four (4) hours of planning commission and boards of zoning appeals training to comply with statutory requirement.
5. Assistance with periodic update of all land use control regulation documents and maps upon receipt of locally adopted resolutions and/or ordinances
6. Connecting with grant opportunities, both one-time and recurring, and assistance provided by Planner
7. Review of projects supported by TDOT, the MPO, and the RPO for feedback, input, and impact on local decision-making (attendance to scheduled meetings with transportation organizations)
8. Provide updates to the Town on recent or anticipated changes to statute, recent court cases that may impact local decision-making
9. Monitoring the Public Infrastructure Needs Inventory (PINI) maintained by TACIR for projects initiated by the Town.
10. Annual planning work programs identifying anticipated scope work.
11. If requested, assist with comprehensive updates to control regulation documents such as zoning resolution or subdivision regulations.

The Town will be responsible for the following responsibilities:

1. Provide Planner with sufficient notice of meetings and obligations
2. Provide Planner access to all planning related documents including but not limited to adopted plans, ordinances, and maps

B. TERM OF CONTRACT:

This contract shall become effective on or about September 1, 2021 and shall be effective for 12 months terminating on August 30, 2022. The parties may continue this agreement upon the payment by the Town of the prorated monthly amount and the acceptance of the Planner of said fees.

C. PAYMENT TERMS AND CONDITIONS:

This contract shall be in an amount of Eight Thousand, Six Hundred Eighty Dollars (\$8,680.00) on an annual basis. This shall be prorated and paid by the Town on a monthly basis. This is the entire compensation for the Planner for the services as set out in Section A above. Planner will not be compensated or reimbursed for travel, meals, or lodging by the Town. Any services that are above and beyond the items as listed in Section A above shall be performed at an agreed upon price between the parties which shall be memorialized in writing.

D. TERMINATION OF AGREEMENT

This agreement may be terminated by either party for convenience without being a breach to this contract. Both sides shall give thirty-day notice for a termination for convenience. Upon termination by either party, the Town shall only be responsible for fees of the Planner to be prorated of the current yearly rate.

Either side may terminate this contract for cause immediately upon giving the other party the opportunity to cure any issues within five (5) days. For cause shall include but not be limited to either party not fulfilling their obligations as set out in the Scope of Work. For comprehensive updates contemplated by service # 11 under Scope of Services, Consultant shall be paid at a rate of \$75.00 per hour not to exceed \$17,000.

E. ASSIGNMENT:

This agreement may not be assigned or subcontracted by the Planner without the express written permission of the Town.

F. RECORDS:

Planner will maintain for documentation a copy of all materials either produced as part of this contract or obtained by the Planner. The Town shall have the right to have a copy of any and all documents obtained by Planner in the performance of his duties under this contract.

G. INDEPENDENT CONTRACTOR:

Planner is an independent contractor and is not under any circumstances an employee of the Town. As an independent contractor, the Town will not provide any benefits, leave, insurance, or any other benefits. The Planner is solely liable for his own worker's compensation insurance and liability insurance. Planner is also solely liable for his own income tax, social security, and any other expenses. Planner shall also provide adequate liability insurance to cover any errors or omissions.

Town of Ashland City

Planner

Mayor Steve Allen

Date

Rick Gregory

Date

The Town of Ashland City, Tennessee

Comprehensive Plan 2021

Schedule

Item	Meeting Location	Date
1. Scheduling Conference/Meeting	T.B.D.	T.B.D.
2. Owner, Public, and Design Team Site Tour	T.B.D.	T.B.D.
3. General Public Workshop Meeting I	T.B.D.	T.B.D.
4. General Public Workshop Meeting II	T.B.D.	T.B.D.
5. Stakeholder Interviews	T.B.D.	T.B.D.
6. Planning Commission	T.B.D.	T.B.D.
7. Ashland City Parks Board Meeting	T.B.D.	T.B.D.
8. Cheatham County Historical And Genealogical Association Meeting	T.B.D.	T.B.D.
9. Existing Mapping and Property Assessment Completed	T.B.D.	T.B.D.
10. Preliminary Design Presentation (30%)	T.B.D.	T.B.D.
11. Preliminary Design Presentation (90%)	T.B.D.	T.B.D.
12. Comprehensive Plan Completed	T.B.D.	T.B.D.
13. Public Meeting/Comprehensive Plan Reveal	T.B.D.	T.B.D.



Quoted By: Paul Rex
 Quote Expiration: 11/30/2021
 Quote Name: Town of Ashland City, TN CT-Migration to v10
 Quote Number: 2021-129339
 Quote Description: Migration to v10

Sales Quotation For

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

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Court Suite						
Brazos Citation Issuing Device Interface	\$0	0	\$0	\$0	\$0	\$0
<i>Sub-Total:</i>	\$0		\$0	\$0	\$0	\$0
TOTAL:	\$0	0	\$0	\$0	\$0	\$0

Tyler Migration Services

Description	Investment
Court Migration Services	
Criminal Court Case Mgt	\$10,200
<i>Sub-Total:</i>	\$10,200
TOTAL:	\$10,200

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Summary				
Total Tyler Services				
Total Migration Services				
Total Third Party Hardware, Software and Services				
Summary Total				
Contract Total				

	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$0
Total Migration Services	\$10,200	
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$10,200	\$0
Contract Total	\$10,200	

Comments

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

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

HOLD HARMLESS AGREEMENT FOR FIREARMS

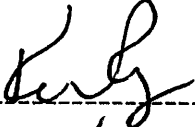
Acknowledgment and Release

On this 19 day of May, 2021, Walmart, Inc. ("Walmart") abandons to Ashland City police department (the "Law Enforcement Agency"), located at 233 Tennessee Waltz Pkwy AC TN 37015 the firearm with serial number D21M05490, manufactured by Armsan, model Viper G2, and caliber/gauge 12GA (the "Firearm").

In consideration of Walmart's abandonment of the Firearm, the Law Enforcement Agency understands and agrees to the following:

1. Walmart will abandon the Firearm to the Law Enforcement Agency in "as is" condition. Walmart makes no claims or guarantees about the condition or operability of the Firearm.
2. The Firearm will not be returned to any Walmart store, including Sam's Club locations.
3. The Law Enforcement Agency will hold harmless Walmart, its subsidiaries, and each company's officers, directors, employees, or agents, from any claims, demands, causes of action, damages, fines, penalties (including attorneys' fees and costs), and any other liabilities or expenses arising out of the Law Enforcement Agency's receipt of the Firearm pursuant to this abandonment.
4. This release shall be binding upon and inure to the benefit of the parties, their successors and assigns.

By signing below, the undersigned acknowledges that s/he has read and understands and agrees to be legally bound by this Agreement and has been properly authorized and empowered to sign this Agreement on behalf of the Law Enforcement Agency.

Signed: 
Print Name: Kenneth Ray
Title: Chief

HOLD HARMLESS AGREEMENT FOR FIREARMS

Acknowledgment and Release

On this 19 day of May, 2021, Walmart, Inc. ("Walmart") abandons to Ashland City Police Department (the "Law Enforcement Agency"), located at 233 Tennessee Waltz Pkwy A.C. TN 37015 the firearm with serial number V1100559, manufactured by MOSSBERG, model 500, and caliber/gauge 20 GA (the "Firearm").

In consideration of Walmart's abandonment of the Firearm, the Law Enforcement Agency understands and agrees to the following:

1. Walmart will abandon the Firearm to the Law Enforcement Agency in "as is" condition. Walmart makes no claims or guarantees about the condition or operability of the Firearm.
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3. The Law Enforcement Agency will hold harmless Walmart, its subsidiaries, and each company's officers, directors, employees, or agents, from any claims, demands, causes of action, damages, fines, penalties (including attorneys' fees and costs), and any other liabilities or expenses arising out of the Law Enforcement Agency's receipt of the Firearm pursuant to this abandonment.
4. This release shall be binding upon and inure to the benefit of the parties, their successors and assigns.

By signing below, the undersigned acknowledges that s/he has read and understands and agrees to be legally bound by this Agreement and has been properly authorized and empowered to sign this Agreement on behalf of the Law Enforcement Agency.

Signed: Kerry

Print Name: Kenneth Ray

Title: Chief

Incode Project Accounting



INCREASE EFFICIENCY

Post activity to project accounts automatically across any integrated Incode module.



TAILOR PROCESSES

Utilize user-defined fields and categories to meet your organization's unique tracking and reporting needs.



IMPROVE ACCESS

Benefit from on-demand access to project summary information, with the ability to dive in for greater detail.

Tyler's Incode Project Accounting™ can be used for tracking projects, jobs, and grants, including actual activity and budget tracking across unlimited fiscal years. This module maintains key project details such as start date, end date, percent completed, project description, and notes. Each project can have an unlimited number of project accounts that allow each project to be tailored to specific project tracking and reporting requirements. Budget information can be entered at the project level or the project account level, and budget checking can be defined as needed.

INFORMATION & REPORTS

- Establishes user-defined line items and categories for each project and associates multiple projects with a master project, thereby providing many levels for tracking and reporting.
- Provides quick access to detailed historical information and offers dynamic screen configurations with printing and exporting capabilities.
- Produces reports with general information about each project, such as fiscal year, start/stop dates, project status, and budgets for each line item.
- Provides detailed summary information on budget data, posted activities, encumbrances, and reserves.
- Provides simple budget summary information such as actual budget, budget remaining and posted activity, encumbrances, and reserves.

TRANSACTION EFFICIENCY

- GL accounts can post directly to project accounts, eliminating the need to add project formatting to the GL account structure.
- Project overview displays a budget summary with posted total revenues and expenses, shows the actual budget with an activity breakdown, and displays the budget remaining in dollars and percent.

TYLER INTEGRATIONS

To streamline workflow, Project Accounting integrates with a variety of other Incode applications, including:

- General Ledger
- Purchasing
- Accounts Payable
- Inventory
- Payroll
- Work Orders
- Cashiering

...continued on back

TRANSACTION EFFICIENCY — CONTINUED

- Provides detailed transaction history on both the project and project account levels.
- Provides a quick view of all pending activity on a project.
- Tracks project progress by percent of project completion.
- Allows easy entry of notes on projects and project accounts.
- Provides access to detailed information about funding for projects (e.g., funding sources, contracts, grants).
- Provides overhead burden calculation.
- Provides project level or project account level budget checking.

USER-FRIENDLY

- Easily manage budgets and track budget adjustments on project accounts.
- Quickly look up projects with filters on master project and project status.
- Define project structure according to specific tracking and reporting requirements.
- Access support to log requests, query the knowledge base, participate in user group discussions, and download updates via secure connections.



Quoted By: Lori Dudley
 Quote Expiration: 6/29/2021
 Quote Name: Town of Ashland City - LGD - Incode 10 Project Accounting
 Quote Number: 2021-129859
 Quote Description:

Sales Quotation For

Gayle Bowman
 Town of Ashland City
 101 Court St
 Ashland City , TN 37015
 Phone: +1 (615) 792-5618
 Email: gbowman@ashlandcitytn.gov

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Financial Management Suite						
Project Accounting	\$3,542	12	\$1,560	\$0	\$5,102	\$886
<i>Sub-Total:</i>	<i>\$3,542</i>		<i>\$1,560</i>	<i>\$0</i>	<i>\$5,102</i>	<i>\$886</i>
TOTAL:	\$3,542	12	\$1,560	\$0	\$5,102	\$886

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
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Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$3,542	\$886
Total Tyler Services	\$1,560	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$5,102	\$886

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

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

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

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 - Expenses associated with onsite services are invoiced as incurred.
- All services quoted herein are assumed to be delivered remote unless otherwise indicated.



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**DIVISION OF ADMINISTRATION
OFFICE OF BUSINESS AND FINANCE
312 ROSA L. PARKS AVENUE
WILLIAM R. SNODGRASS TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-0294
(615) 741-4100
Direct.Grants@tn.gov**

**LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES**

To: **City and County Executives**

From: **Commissioner Howard H. Eley**

Date: **June 11, 2021**

The State's budget for the fiscal year beginning July 1, 2021, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee. Public Chapter 454 Section 1, of the 2021 Appropriations Act reads as follows:

The appropriation made under Title 111-22, Item 10.23 - Local Infrastructure Grant Program, shall consist of grants to both counties and municipalities. For municipalities, the grant shall consist of: (1) a base payment of \$15,000 per municipality; and (2) a payment based on municipality population as published by the United States Census Bureau (July 1, 2019 data). Said grants are for nonrecurring expenses only. Further, funds disbursed pursuant to this appropriation are subject to the provisions of Section 10, Item 1 of this act, and any unspent balance of said appropriation at June 30, 2022 shall revert to the general fund.

For counties, the grant shall consist of: (1) a base payment of \$250,000 per county; and (2) a payment based on county population as published by the United States Census Bureau (July 1, 2019 data). Said grants are for nonrecurring expenses only. Further, funds disbursed pursuant to this appropriation are subject to the provisions of Section 10, Item 1 of this act, and any unspent balance of said appropriation at June 30, 2022 shall revert to the general fund.

Additionally, municipalities and counties shall not be required to file a plan of the use of the grant funds or resolution from the local governing body requesting use of the grant funds for any of the purposes provided in Title 111-22, Section 1, of Chapter 651, Public Acts of 2020, or in this section. Such grants are limited to a maximum payment of \$5,000,000 per municipality or county, with excess grant funds to municipalities and counties pooled separately and distributed to counties. Grants shall be distributed to municipalities and counties no later than July 31, 2021.

It is the further legislative intent that no county with a metropolitan form of government receive funds from both grants to municipalities and to counties. As such, those counties with a metropolitan form of government, pursuant to Title 7 of the Tennessee Code Annotated, shall be

eligible for the larger grant fund calculation of the two items. The lesser grant funds calculated for those counties with a metropolitan form of government based on base payment and payment based on population data shall be pooled and distributed, in equal amounts, to those counties determined to be economically distressed by the Commissioner of Finance and Administration, the Commissioner of Economic and Community Development, and the Commissioner of Revenue pursuant to Tennessee Code Annotated § 67-6-104, as of January 1, 2021.

Counties	Allocation
Anderson	\$ 602,258
Bedford	\$ 477,491
Benton	\$ 323,950
Bledsoe	\$ 604,624
Blount	\$ 859,023
Bradley	\$ 744,721
Campbell	\$ 432,321
Cannon	\$ 317,168
Carroll	\$ 377,064
Carter	\$ 508,050
Cheatham	\$ 436,096
Chester	\$ 329,153
Claiborne	\$ 396,247
Clay	\$ 570,537
Cocke	\$ 700,448
Coffee	\$ 508,641
Crockett	\$ 315,118
Cumberland	\$ 526,945
Davidson	
Decatur	\$ 303,371
DeKalb	\$ 343,764
Dickson	\$ 496,871
Dyer	\$ 420,043
Fayette	\$ 438,228
Fentress	\$ 334,763
Franklin	\$ 443,148
Gibson	\$ 474,837
Giles	\$ 384,830
Grainger	\$ 356,714
Greene	\$ 566,066
Grundy	\$ 597,133
Hamblen	\$ 547,144
Hamilton	\$ 1,933,104
Hancock	\$ 565,984
Hardeman	\$ 650,321
Hardin	\$ 367,386
Hawkins	\$ 509,858
Haywood	\$ 329,185
Henderson	\$ 378,666
Henry	\$ 398,014
Hickman	\$ 365,217
Houston	\$ 287,529
Humphreys	\$ 335,033
Jackson	\$ 303,934
Jefferson	\$ 499,374
Johnson	\$ 331,399
Knox	\$ 2,402,194
Lake	\$ 567,796

Counties	Allocation
Lauderdale	\$ 652,989
Lawrence	\$ 451,998
Lewis	\$ 306,139
Lincoln	\$ 407,262
Loudon	\$ 497,420
McMinn	\$ 496,166
McNairy	\$ 367,578
Macon	\$ 362,581
Madison	\$ 698,384
Marion	\$ 382,281
Marshall	\$ 407,303
Maury	\$ 691,076
Meigs	\$ 306,844
Monroe	\$ 462,994
Montgomery	\$ 1,206,371
Moore	\$ 279,690
Morgan	\$ 347,942
Obion	\$ 387,598
Overton	\$ 351,777
Perry	\$ 572,647
Pickett	\$ 273,100
Polk	\$ 327,025
Putnam	\$ 617,208
Rhea	\$ 401,775
Roane	\$ 494,281
Robertson	\$ 578,623
Rutherford	\$ 1,770,566
Scott	\$ 636,675
Sequatchie	\$ 318,760
Sevier	\$ 699,601
Shelby	\$ 4,538,556
Smith	\$ 342,240
Stewart	\$ 312,761
Sullivan	\$ 974,615
Sumner	\$ 1,125,328
Tipton	\$ 531,883
Trousdale	\$ 301,637
Unicoi	\$ 331,834
Union	\$ 341,394
Van Buren	\$ 276,871
Warren	\$ 438,887
Washington	\$ 842,032
Wayne	\$ 611,987
Weakley	\$ 402,512
White	\$ 375,133
Williamson	\$ 1,340,995
Wilson	\$ 911,963
Total	\$ 54,717,041

Cities/Towns	Allocation
Adams	\$ 22,341
Adamsville	\$ 38,676
Alamo	\$ 39,912
Alcoa	\$ 124,189
Alexandria	\$ 26,072
Algood	\$ 63,829
Allardt	\$ 21,860
Altamont	\$ 26,674
Ardmore	\$ 28,359
Arlington	\$ 143,478
Ashland City	\$ 67,155
Athens	\$ 168,390
Atoka	\$ 119,124
Atwood	\$ 25,055
Auburntown	\$ 17,910
Baileyton	\$ 19,934
Baneberry	\$ 20,842
Bartlett	\$ 665,323
Baxter	\$ 31,750
Bean Station	\$ 49,059
Beersheba Springs	\$ 20,033
Bell Buckle	\$ 20,941
Belle Meade	\$ 46,269
Bells	\$ 41,739
Benton	\$ 28,982
Berry Hill	\$ 20,558
Bethel Springs	\$ 22,954
Big Sandy	\$ 20,700
Blaine	\$ 35,350
Bluff City	\$ 33,271
Bolivar	\$ 69,004
Braden	\$ 17,877
Bradford	\$ 25,700
Brentwood	\$ 483,081
Brighton	\$ 46,816
Bristol	\$ 310,260
Brownsville	\$ 118,227
Bruceston	\$ 30,262
Bulls Gap	\$ 22,888
Burlison	\$ 19,486
Burns	\$ 30,930
Byrdstown	\$ 23,567
Calhoun	\$ 20,470
Camden	\$ 54,737
Carthage	\$ 40,580
Caryville	\$ 38,501
Cedar Hill	\$ 18,414
Celina	\$ 30,536

Cities/Towns	Allocation
Centertown	\$ 17,768
Centerville	\$ 53,731
Chapel Hill	\$ 31,827
Charleston	\$ 22,626
Charlotte	\$ 32,877
Chattanooga	\$ 2,014,972
Church Hill	\$ 87,910
Clarksburg	\$ 19,147
Clarksville	\$ 1,745,248
Cleveland	\$ 512,851
Clifton	\$ 44,048
Clinton	\$ 125,229
Coalmont	\$ 24,125
Collegedale	\$ 139,485
Collierville	\$ 573,420
Collinwood	\$ 25,328
Columbia	\$ 456,298
Cookeville	\$ 394,712
Coopertown	\$ 65,175
Copperhill	\$ 18,512
Cornersville	\$ 29,125
Cottage Grove	\$ 15,941
Covington	\$ 111,651
Cowan	\$ 33,140
Crab Orchard	\$ 23,217
Cross Plains	\$ 34,989
Crossville	\$ 143,872
Crump	\$ 30,908
Cumberland City	\$ 18,359
Cumberland Gap	\$ 20,361
Dandridge	\$ 50,033
Dayton	\$ 95,503
Decatur	\$ 33,238
Decaturville	\$ 24,431
Decherd	\$ 40,941
Dickson	\$ 185,403
Dover	\$ 31,915
Dowelltown	\$ 19,398
Doyle	\$ 21,313
Dresden	\$ 47,133
Ducktown	\$ 20,109
Dunlap	\$ 71,630
Dyer	\$ 39,146
Dyersburg	\$ 193,489
Eagleville	\$ 23,348
East Ridge	\$ 246,749
Eastview	\$ 22,735
Elizabethton	\$ 162,800

Cities/Towns	Allocation
Elkton	\$ 20,733
Englewood	\$ 31,783
Enville	\$ 17,101
Erin	\$ 29,004
Erwin	\$ 79,748
Estill Springs	\$ 37,254
Ethridge	\$ 20,317
Etowah	\$ 53,227
Fairview	\$ 115,065
Farragut	\$ 275,151
Fayetteville	\$ 92,100
Finger	\$ 18,151
Forest Hills	\$ 67,735
Franklin	\$ 924,150
Friendship	\$ 22,265
Friendsville	\$ 24,880
Gadsden	\$ 20,077
Gainesboro	\$ 25,492
Gallatin	\$ 484,558
Gallaway	\$ 22,079
Garland	\$ 18,260
Gates	\$ 21,696
Gatlinburg	\$ 57,232
Germantown	\$ 444,154
Gibson	\$ 19,223
Gilt Edge	\$ 19,978
Gleason	\$ 30,055
Goodlettsville	\$ 198,784
Gordonsville	\$ 28,621
Grand Junction	\$ 17,965
Graysville	\$ 32,287
Greenback	\$ 28,337
Greenbrier	\$ 89,967
Greeneville	\$ 177,920
Greenfield	\$ 37,823
Gruetli-Laager	\$ 34,015
Guys	\$ 19,759
Halls	\$ 37,615
Harriman	\$ 82,089
Harrogate	\$ 62,571
Hartsville/Trousdale County	
Henderson	\$ 84,551
Hendersonville	\$ 650,804
Henning	\$ 25,186
Henry	\$ 19,891
Hickory Valley	\$ 16,017
Hohenwald	\$ 56,717
Hollow Rock	\$ 22,429

Cities/Towns	Allocation
Hornbeak	\$ 20,142
Hornsby	\$ 17,866
Humboldt	\$ 104,179
Huntingdon	\$ 56,958
Huntland	\$ 24,234
Huntsville	\$ 28,884
Jacksboro	\$ 37,516
Jackson	\$ 750,125
Jamestown	\$ 38,041
Jasper	\$ 52,713
Jefferson City	\$ 104,649
Jellico	\$ 38,687
Johnson City	\$ 747,007
Jonesborough	\$ 76,389
Kenton	\$ 28,074
Kimball	\$ 30,853
Kingsport	\$ 607,194
Kingston	\$ 80,579
Kingston Springs	\$ 44,836
Knoxville	\$ 2,067,532
La Follette	\$ 88,172
La Grange	\$ 16,444
La Vergne	\$ 405,763
Lafayette	\$ 73,336
Lake City	\$ 34,409
Lakeland	\$ 153,314
Lakesite	\$ 35,394
Lawrenceburg	\$ 135,732
Lebanon	\$ 414,110
Lenoir City	\$ 117,012
Lewisburg	\$ 150,316
Lexington	\$ 101,312
Liberty	\$ 18,610
Linden	\$ 25,459
Livingston	\$ 59,299
Lobelville	\$ 24,715
Lookout Mountain	\$ 35,667
Loretto	\$ 34,376
Loudon	\$ 79,441
Louisville	\$ 60,306
Luttrell	\$ 26,816
Lynchburg, Moore County metro	
Lynnville	\$ 18,337
Madisonville	\$ 69,726
Manchester	\$ 135,765
Martin	\$ 129,704
Maryville	\$ 340,402
Mason	\$ 31,750

Cities/Towns	Allocation
Maury City	\$ 22,210
Maynardville	\$ 41,564
McEwen	\$ 33,939
McKenzie	\$ 73,150
McLemoresville	\$ 18,567
McMinnville	\$ 165,644
Medina	\$ 61,849
Medon	\$ 17,002
Memphis	\$ 5,000,000
Michie	\$ 21,838
Middleton	\$ 21,947
Milan	\$ 98,282
Milledgeville	\$ 17,888
Millersville	\$ 89,058
Millington	\$ 131,421
Minor Hill	\$ 20,810
Mitchellville	\$ 17,144
Monteagle	\$ 28,501
Monterey	\$ 46,707
Morrison	\$ 22,899
Morristown	\$ 345,336
Moscow	\$ 21,094
Mosheim	\$ 40,569
Mount Carmel	\$ 72,921
Mount Juliet	\$ 420,128
Mount Pleasant	\$ 68,577
Mountain City	\$ 41,663
Munford	\$ 81,838
Murfreesboro	\$ 1,622,207
Nashville-Davidson metro	\$ 5,000,000
New Hope	\$ 26,510
New Johnsonville	\$ 35,503
New Market	\$ 30,044
New Tazewell	\$ 44,748
Newbern	\$ 51,017
Newport	\$ 90,317
Niota	\$ 23,020
Nolensville	\$ 125,087
Normandy	\$ 16,608
Norris	\$ 32,527
Oak Hill	\$ 64,409
Oak Ridge	\$ 333,991
Oakdale	\$ 17,265
Oakland	\$ 106,301
Obion	\$ 26,389
Oliver Springs	\$ 52,352
Oneida	\$ 55,536
Orlinda	\$ 25,284

Cities/Towns	Allocation
Orme	\$ 16,203
Palmer	\$ 22,308
Paris	\$ 125,021
Parker's Crossroads	\$ 18,424
Parrottsville	\$ 18,206
Parsons	\$ 40,054
Pegram	\$ 37,626
Petersburg	\$ 21,214
Philadelphia	\$ 22,976
Pigeon Forge	\$ 83,555
Pikeville	\$ 34,048
Piperton	\$ 36,728
Pittman Center	\$ 21,236
Plainview	\$ 38,588
Pleasant Hill	\$ 21,083
Pleasant View	\$ 67,461
Portland	\$ 157,559
Powells Crossroads	\$ 29,869
Pulaski	\$ 98,117
Puryear	\$ 22,254
Ramer	\$ 18,238
Red Bank	\$ 144,539
Red Boiling Springs	\$ 27,385
Ridgely	\$ 32,757
Ridgeside	\$ 19,825
Ridgetop	\$ 38,381
Ripley	\$ 99,824
Rives	\$ 18,403
Rockford	\$ 24,322
Rockwood	\$ 74,354
Rogersville	\$ 62,888
Rossville	\$ 25,525
Rutherford	\$ 26,674
Rutledge	\$ 29,825
Saltillo	\$ 20,886
Samburg	\$ 17,199
Sardis	\$ 19,179
Saulsbury	\$ 15,996
Savannah	\$ 90,853
Scotts Hill	\$ 25,711
Selmer	\$ 61,947
Sevierville	\$ 202,274
Sharon	\$ 25,033
Shelbyville	\$ 256,803
Signal Mountain	\$ 109,157
Silerton	\$ 16,083
Slayden	\$ 17,243
Smithville	\$ 68,457

Cities/Towns	Allocation
Smyrna	\$ 579,393
Sneedville	\$ 29,759
Soddy-Daisy	\$ 164,003
Somerville	\$ 50,711
South Carthage	\$ 30,295
South Fulton	\$ 39,223
South Pittsburg	\$ 48,140
Sparta	\$ 69,146
Spencer	\$ 33,501
Spring City	\$ 35,251
Spring Hill	\$ 493,869
Springfield	\$ 204,025
St. Joseph	\$ 24,070
Stanton	\$ 19,595
Stantonville	\$ 17,856
Sunbright	\$ 20,678
Surgoinsville	\$ 34,256
Sweetwater	\$ 79,496
Tazewell	\$ 39,901
Tellico Plains	\$ 24,945
Tennessee Ridge	\$ 29,573
Thompson's Station	\$ 86,848
Three Way	\$ 33,468
Tiptonville	\$ 58,446
Toone	\$ 18,654
Townsend	\$ 20,055
Tracy City	\$ 30,284
Trenton	\$ 60,733
Trezevant	\$ 24,168
Trimble	\$ 21,685
Troy	\$ 29,453
Tullahoma	\$ 228,948
Tusculum	\$ 44,420
Unicoi	\$ 54,321
Union City	\$ 127,964
Vanleer	\$ 19,617
Viola	\$ 16,510
Vonore	\$ 31,980
Walden	\$ 38,588
Wartburg	\$ 25,109
Wartrace	\$ 22,604
Watauga	\$ 19,092
Watertown	\$ 31,663
Waverly	\$ 60,361
Waynesboro	\$ 41,466
Westmoreland	\$ 41,400
White Bluff	\$ 54,967
White House	\$ 153,270

Cities/Towns	Allocation
White Pine	\$ 40,667
Whiteville	\$ 63,752
Whitwell	\$ 33,928
Williston	\$ 19,125
Winchester	\$ 113,270
Winfield	\$ 26,006
Woodbury	\$ 46,608
Woodland Mills	\$ 18,906
Yorkville	\$ 17,790
Total	\$ 45,282,959

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
 - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.
 - b) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
 - c) The funds received shall be placed in an interest bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
 - d) You must provide the tax identification number on this Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.
2. Return to the State agency head the this signed Letter of Agreement - We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of complete and accurate materials.

For payment status or any other questions, comments, or assistance needed to respond to this request, please contact Direct.Grants@tn.gov Please retain a copy of this letter for your records.

Please complete the following (should match information currently on file with the state's supplier maintenance system otherwise a new W9 must be submitted.)

Award Invoice Number: 2022 Local Gov DA Grant

Award Invoice Date: July 1, 2021

Award Amount Claimed _____

City or County Executive Name _____

City or County Name _____

Remit to Address _____

On behalf of _____, I hereby agree to the
aforementioned terms and conditions.

Official's Signature

Date

Official's Name (please print)

Official's Title or Position

Daytime Contact Phone Number

Federal Taxpayer Identification Number

ORDINANCE#

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE AMENDING
ORDINANCE #551 TITLE 12, CHAPTER 1, SECTION 12-101**

WHEREAS, the Mayor and the City Council previously adopted Ordinance #551; and

WHEREAS, the title needs modification to add verbiage to previously approved Standard Codes.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 12, Chapter 1, Section 12-101 be amended to add verbiage as follows:

12-101. Standard Codes Adopted It is the desire of the Town of Ashland City to adopt, in all respects, the various standard codes relating to building, fire prevention, gas, housing, mechanical, plumbing, and swimming pools and the adoption of these codes is done to facilitate proper inspection activities by Ashland City relating to construction and to maintenance of buildings within said Ashland City and relating to public safety, health and general welfare.

The following codes are hereby amended as follows:

2018 International Residential Code (per the rules of the Commerce and Insurance Division of Fire Prevention under rule 0780-02-23-.02) excluding or except that:

1. Section N1102.4.1.2 (R402.4.1.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.
2. Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.
3. Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirement by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

2018 International Energy Conservation Code except that:

1. Section R402.4.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.
2. Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.
3. Table 402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC

2018 International Swimming Pool and Spa Code

BE IT FURTHER ORDAINED, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

1st reading _____
Public Hearing _____
2nd reading _____

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO

RESOLUTION NO. 2021-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE
AUTHORIZING SIGNERS TO ALL BANK ACCOUNTS**

WHEREAS, The City Recorder resigned and The Town of Ashland City has named Alicia Martin Interim City Recorder while they search for candidates for this position;

WHEREAS, The Town of Ashland City, through its City Council, as set out in the Town’s charter, Section 43, may elect to designate other officers to sign disbursement checks in the Mayor’s absence; and

WHEREAS, the City Council wishes ensure payments are made in a timely manner and would like to designate one city official as alternate to the Mayor and Finance Director in order to sign disbursement checks in their absence.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE hereby designate Interim City Recorder Alicia Martin, CMFO, as an alternate check signer.

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

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO

USDA

Form RD 1942-47
(Rev. 12-97)

LOAN RESOLUTION
(Public Bodies)

FORM APPROVED
OMB NO. 0575-0015

A RESOLUTION OF THE City Council

OF THE ASHLAND CITY TOWN OF

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

New City Hall

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the ASHLAND CITY TOWN OF
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of 5,300,000.00

pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

Submitted:

Name:

Conf Nbr:

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
 - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
 - (b) Repairing or replacing short-lived assets.
 - (c) Making extensions or improvements to the facility.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed \$ 0 under the terms offered by the Government; that the Mayor and City Recorder of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas _____ Nays _____ Absent _____ .

IN WITNESS WHEREOF, the City Council of the _____ ASHLAND CITY TOWN OF _____ has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this _____ day of _____ , _____ .

(SEAL)

Attest:

By Steve Allen

Title Mayor

City Recorder

Title

Submitted:

Name:

Conf Nbr:

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the ASHLAND CITY TOWN OF _____
 hereby certify that the Town Council _____ of such Association is composed of
 _____ members, of whom _____, constituting a quorum, were present at a meeting thereof duly called and
 held on the _____ day of _____, _____; and that the foregoing resolution was adopted at such meeting
 by the vote shown above. I further certify that as of _____, the date of closing of the loan from the Government, said resolution
 remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____, _____.

 Title _____

Submitted:

Name:

Conf Nbr:

RIGHT- OF - WAY CERTIFICATE

The undersigned, ASHLAND CITY TOWN OF,
hereby certifies except as noted in item 4 below:

1. That the undersigned has acquired and presently holds continuous and adequate rights-of-way on private lands needed for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of a loan made or insured by, and/or a grant from, United States Department of Agriculture and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the facilities.
2. That the undersigned has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
3. That the attached "Right-of-way Map" shows the location and description of all land and rights-of-way acquired by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
4. Exceptions:

WITNESS WHEREOF, applicant hereunto affixes its name and corporate seal this _____ day of

_____, 20_____.

By _____

Attest:

(Secretary)

Title _____

(Affix Corporate Seal Here)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250 Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between
ASHLAND CITY TOWN OF _____

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Submitted:

Name:

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

ASHLAND CITY TOWN OF

Name of Corporate Recipient

Attest:

Secretary

By _____
President

Submitted:

Name:

Conf Nbr:

USDA
Form RD 400-4
(Rev. 11-17)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The **ASHLAND CITY TOWN OF**

(name of recipient)

101 Court Street Ashland City, TN 37015-

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, **ASHLAND CITY TOWN OF** _____ on this
_____ (name of recipient)
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

Date

Attest: _____
_____ *Title*

Steve Allen, Mayor

Title

SURPLUS PROPERTY NOMINATION FORM



TOWN OF ASHLAND CITY, TENNESSEE

Department: Public Works Water/Sewer

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

Item: 2001 Dodge 2500 truck

Description: White, 4x4, regular cab, gas engine

Serial Number: 3B7KF26271M550934

Age: 20 Asset Number: _____

Estimated Remaining Useful Life (Years): 0

Purchase Price: _____ Current Estimated Value: \$3000.00

Reason for making the nomination: Truck has seen little use over the last several years, and has recently developed an intermittent driveability issue.

Signature: _____ Date: _____