



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

November 14, 2023, 6:00 PM

Agenda

Mayor: JT Smith

Council Members: Tim Adkins, Gerald Greer, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) October 10, 2023, Regular Scheduled Council Minutes
- [2.](#) November 7, 2023, Special Called Council Minutes

PUBLIC FORUM

3. *Procedure for Speaking Before the Council*

- * Speakers must complete the information form and submit it to the transcriber prior to the public forum. Be prepared to speak when your name is called.
- * Each speaker will be allowed 4 minutes.
- * Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
- * Each speaker should state the following:
 - his/her name
 - whether they are an Ashland City resident and/or property owner
- * No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.
- * All remarks shall be directed to the Council/Board as a body only.
- * No person shall be allowed to disrupt or interfere with the procedures.
- * Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.
- * Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.
- * No one shall make open comments during the meeting.

REPORTS

4. City Attorney

UNFINISHED BUSINESS

- [5.](#) Resolution: Flood Emergency Response Plan: Wastewater Treatment Plant
- [6.](#) Resolution: Purchasing Policy

7. Beautification Project: Amanda Bell
8. Sycamore Street Water Line Discussion
9. Banner Discussion
- [10. City Administrator Position](#)

NEW BUSINESS

- [11. Code of Ethics Policy Discussion](#)
- [12. Ordinance: Amend Zoning Article V, Section 5.053.2\(C\) I-2 Special Exceptions](#)
- [13. Resolution: Update Section III Leave of the Personnel Policies and Procedure Manual](#)
- [14. Benefits Inc. - ACA Reporting](#)
- [15. Civic Plus Contract](#)
- [16. Facilities Use Agreement - Ashland City Elementary](#)
- [17. ACES Ball Field Agreement](#)
- [18. Corp of Engineers Contract](#)
19. Charter Change - Election Discussion
20. Building & Codes Department Move Locations
- [21. Award Paving Bid](#)
- [22. ECS Southeast, LLP Contract - City Hall](#)
- [23. Resolution: Amend Wage and Salary Policy](#)
- [24. Resolution: TO APPLY FOR FEDERAL ASSISTANCE](#)
- [25. Resolution: Authorizing and Providing for the Incurrence of Indebtedness](#)
- [26. Motorola Contract](#)
- [27. Resolution: Event Policy \(Orally Approved November 7, 2023\)](#)

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

28. Request to Bid Banks
29. Request to Bid Mowing

OTHER

30. City Recorder Interviews

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
October 10, 2023, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor JT Smith

Councilman Michael Smith

Councilman Kevin Thompson

ABSENT

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Tony Young

*****Due to quorum requirements, business could not be discussed.***

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. September 12, 2023, Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. City Attorney Report

OLD BUSINESS

3. Ordinance: AMEND TITLE 8, CHAPTER 2: BEER
4. Ordinance: Budget Amendment #2 - Drug Fund
5. Resolution: Flood Emergency Response Plan: Wastewater Treatment Plant
6. Beautification Project: Amanda Bell
7. Mistletoe Trail

NEW BUSINESS

8. Resolution: Purchasing Policy
9. Resolution: Update Wage and Salary Policy - Pay Table
10. The Calendar Guys, LLC Agreement
11. Solomon Builders Retainage Agreement - City Hall
12. TCAD Senior Center Competitive Grants Contract
13. Ray Stevens CabaRay Agreement
14. Resolution: Ingram Barge Port Discussion
15. City Admin Job Description

SURPLUS PROPERTY NOMINATIONS

- 16. Fire: 10 Metal Lockers
- 17. 15 rolling office chairs - Senior

EXPENDITURE REQUESTS

OTHER

- 18. City Recorder Interviews

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:03 p.m.

MAYOR JT SMITH

INTERIM CITY RECORDER



TOWN OF ASHLAND CITY
Special Called City Council Meeting
November 07, 2023, 6:00 PM
Minutes

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

PLEDGE AND PRAYER

Councilman Adkins led the Pledge of Allegiance of the United States of America and the prayer.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. October 23, 2023, Special Called Meeting Minutes

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the October 23, 2023, City Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

2. *Procedure for Speaking Before the Council*

None.

OLD BUSINESS

None.

NEW BUSINESS

3. Event Permit Discussion

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to wave fees only for a 501c3 residing within city limits, a deposit would still be required for the event permit. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Young, and Mayor Smith
Voting Nea: Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins

OTHER

None.

ADJOURNMENT

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:10 p.m.

MAYOR JT SMITH

INTERIM CITY RECORDER

RESOLUTION NO. 23 –

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ADOPT A FLOOD EMERGENCY RESPONSE PLAN.

WHEREAS, the Town of Ashland City had extensive loss and damage during the 2010 flood;

WHEREAS, the Town has worked with local business owner AO SMITH as well as State and Federal officials to help address flooding in the future and as such planned and constructed the berm located at TN Waltz Parkway;

WHEREAS, the berm has been completed and the Town wants to be proactive for any future flooding disasters;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Town hereby adopts the attached flood emergency response plan.

Approved this the 12th day of September 2023.

Voting in Favor _____

Voting Against _____

Attest:

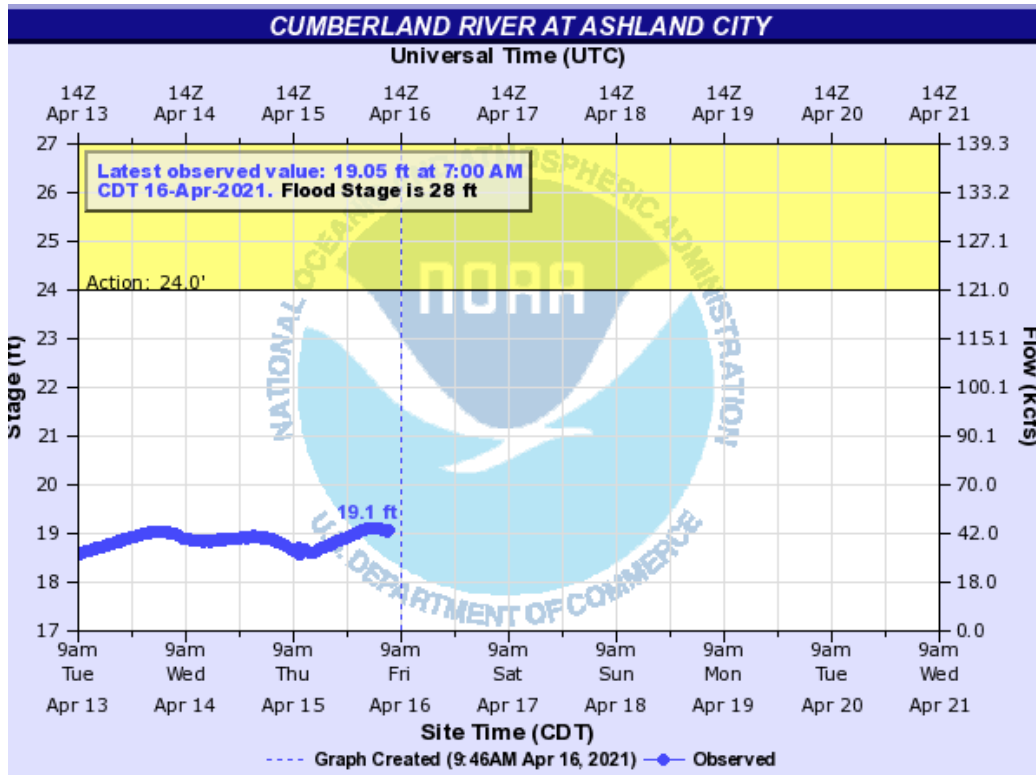
Mayor

Interim City Recorder



Flood Stage Prediction

A river flood gauge has been installed at the Hwy 49 Bridge, and the water level will be monitored online at <https://water.weather.gov/ahps2/hydrograph.php?wfo=ohx&gage=acit1>. One can also look at the Nashville and Clarksville gauge readings to understand the potential value of this information.



The River Gauge “0” reading is 367.04 ft (NAVD88). Thus a 20 ft. river gage reading calculates as elevation 387 ft. The summer pool elevation is around 385’ at the Cheatham Dam. Nashville will be at a higher elevation, and Clarksville will be at a lower elevation. The 100-year flood level elevation is considered to be 402.3 ft (NAVD88) per the 2/26/21 FEMA flood map. The elevation of the top of the A.O. Smith flood abatement system is 409 ft.

Flood Monitoring

A coordinated effort between the Cheatham County Emergency Management Agency and Town of Ashland City officials will be used to monitor river levels on a continuous basis. When river levels reach **21 ft.**, the Public Works Director will initiate preparations at the Ashland City wastewater treatment plant (WWTP) for a potential flood event. The Fire Chief will coordinate communications between the City and A.O. Smith Plant Staff. See Key Contact information below.




Key Contacts

Organization	Name	Title	Phone Number
Cheatham County	Edwin Hogan	Emergency Management Agency Director	(615) 456-4419
Ashland City	Chuck Walker	Fire Chief	(615) 533-8357
Ashland City	Clint Biggers	Public Works Director	(615) 887-5400
USACE Cheatham	Tadd Potter	Cheatham Lake Resource Manager	(615) 330-2001
A.O. Smith	Randy Blessing	Environmental, Health, & Safety (EHS) Manager	(615) 973-9138
A.O. Smith	Greg White	Facilities Manager	(615) 419-9708
A.O. Smith	Mike Head	Levee Project Engineer	(615) 974-3373
Ashland City	Allen Nicholson	Flood Plain Administrator	(615) 712-4623

Facility Monitoring

Town of Ashland City wastewater treatment plant and transfer station operation and monitoring:

- a. During an event, the City will monitor river levels with the HWY 49 river gauge.
- b. The safety of City personnel is of the utmost importance. While the Public Works Director believes it is safe to do so, some portion of the staff will physically inspect the wastewater treatment plant and transfer point to ensure systems are functioning properly. The staff currently consists of three WWTP operators and the Public Works Director. The City will also use a Supervisory Control and Data Acquisition system (SCADA) for remote monitoring of these facilities once the new Waste Water Treatment Plant is completed.
- c. Ashland City wastewater personnel will perform the following tasks to prevent the backflow of water into the plant:
 1. Confirm fuel level in generator and fill if necessary.
 2. Operate pump(s) continuously to create backpressure inside the effluent pipes.
 - i. There are two effluent pipes. One primary line, and a second legacy line that is only used for draining tanks to clean them.
 - ii. One pump can typically keep all pipelines pressurized with the second pump in reserve.
 - iii. Both pumps have check valves installed.

 Ashland City Tennessee	Title: Flood Emergency Response Plan
	Effective Date: TBD
Revision:	Department: Public Works – Wastewater Treatment Plant

3. Secure the manhole cover located within the entry road into the treatment plant after completion of the waste/water sewer plant on or before July 31, 2025.
- d. If the facilities become inaccessible and or conditions become such that staff safety is in question, physical monitoring will be suspended until such time as it is determined to be safe for entry.
- e. If the facility becomes inaccessible by the standard route, the emergency access route for fueling the generator would be utilized. See Figure 1.
- f. Any specific instructions from TEMA or FEMA in regard to the facility and or shut down will be followed.

Generator Fueling Coordination

Purpose:

To provide a coordinated refueling effort between the Town of Ashland City and the Cheatham County Emergency Management Agency.

In the event of a power failure, the follow assessment will be made:


1. Is a significant weather event anticipated?
2. Will this weather provide ample rain fall in the Ashland City drainage basin to increase the level of the Cumberland River?
3. Check the fuel level within each generator. If necessary, top-off the fuel tanks before the event.

Identified Generators

- The Town of Ashland City currently has a generator in place at the existing City Wastewater Treatment Plant (WWTP) north and adjacent to the A.O. Smith facility.
- The Town of Ashland City will have a future generator at the new Wastewater Treatment facility. Timeframe is tentatively Q3 2025.

Maintenance and refueling

- Regular maintenance is to be performed by a contracted and qualified vendor.
- Fuel levels are to be checked regularly using external gauges.
 - o A low-level alarm is incorporated into the backup generator remote panel mounted within the WWTP office building.
- Regular refueling is to occur when the fuel level drops below 60%.
 - o City WWTP personnel are responsible for refueling the backup generator(s).
 - o A City-owned shop truck with an approximately 100-gallon capacity fuel tank is used to transport fuel from storage tanks at the Water Treatment Plant to the WWTP backup generator(s).
 - o The northeast section of levee embankment transitions to existing grade at 410 feet near the elementary school ballfields. A truck can transition onto the crest of the levee and access the AO Smith office parking lot and the WWTP using the existing gates.

 Ashland City Tennessee	Title: Flood Emergency Response Plan
	Effective Date: TBD
Revision:	Department: Public Works – Wastewater Treatment Plant

- Before and during weather-related events, storage tank fuel levels should be routinely checked. If required, contact the appropriate vendor to refill.
- During emergency conditions, such as a power outage, fuel levels will be checked daily. The generator(s) can operate up to 24 hours after refueling. Fuel consumption may vary depending upon the load and overall pump runtimes. Refueling operations will be conducted during daylight hours.

Refueling Vendors

- City will maintain a contract with a refueling vendor.

WWTP Access (See Figure 1)

- Town of Ashland City: **Existing** Wastewater Treatment Plant
 - a. Standard access will be through the A.O. Smith Corporate Entrance (Gate A) via Tennessee Waltz Parkway (SR-455) and through the main gate at the WWTP. See the green route on Figure 1.
 - b. Emergency access will be from Elizabeth Street at the southern entrance to the school. Following the internal road to the rear of the school to Vine Street. Turning left onto Vine Street and proceeding beside the ballfield concessions stand. The elevation is 419 ft. at Vine Street. Access to the City WWTP can be made with a vehicle along the south side of the concessions stand and the southern ball field. This area of the school property is flat and open and merges with the peak of the AO Smith levee. Drivers can proceed to the railroad R.O.W. where the elevation is 410 ft. and cross at the opening in the railroad ROW and onto the northeast corner of the AO Smith campus (near the main offices) using an existing gate. At the northeast corner of AO Smith / southeast corner of the City WWTP, an existing double gate provides access to the City WWTP. Once through the gates, drivers have access to the WWTP and its backup generator. See the orange route on Figure 1.
- Town of Ashland City: **Proposed** Wastewater Treatment Plant
 - a. Standard access will be from Tennessee Waltz Parkway at the City access gate just west of the railroad R.O.W. Once through the gate, drivers will proceed over the levee to the WWTP gate and access the facility to refuel the generator. See the blue route on Figure 1.
 - b. Emergency access will be from 233 Tennessee Waltz Parkway and through the gate at the City Public Works building. Drivers will proceed around the back of the facility following the road crossing the railroad R.O.W. to the new City WWTP. See the purple route on Figure 1.



Flood Action Plan

This action plan will be initiated based on the existing river levels and projected rainfall in the region. This plan is a guide and should be modified as additional information is available or events change. Further, this plan in no way creates any liability or responsibility of the Town of Ashland City but is enacted as an internal plan to try and address issues as they arise and to try and minimize the impact of water on lives, property and utilities. A flood event such as the 2010 flood can be planned upon with an action plan but can be every changing due to the volatility and unexpected conditions that arise in exigent circumstances.

The following list is presented as the minimum recommended flood stage to reaction line. With the expectation that the levee system will function as designed, river levels up to at least an elevation of 407 feet are not expected to flood the site if the levee system does not fail. The levee system was constructed to a final elevation of 409 feet.

River Level Gauge	Water Elevation	Location	Responsible Person	Action
20.0'	387.0'	Not yet cresting TN Waltz Pkwy	City Staff	Flood watch is to be initiated, staff is to be alerted, and forecast is to be monitored.
21.0'	388.0'	WWTP	Clint Biggers	Initiates WWTP preparations for a potential flood event <ul style="list-style-type: none"> a) Check backup generator fuel level b) Monitor pumps in preparation for continuous operation
28.0'	395.0'	WWTP	Clint Biggers	Switch backup generator refueling route to emergency access route if main power is lost. Coordinate with AO Smith contacts (see Key Contacts list).
36.0'	403.0'	WWTP	Clint Biggers	Evacuate WWTP personnel and monitor the plant electronically via SCADA

RESOLUTION# 2023-

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING THE PURCHASING POLICY AND PROCEDURES

WHEREAS, Section 31 of the City Charter of the Town of Ashland City states the City Council shall set purchasing procedures which shall be in compliance with Tennessee purchasing laws.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the purchasing policy and procedures attached hereto are declared the official purchasing procedures for the Town of Ashland City. Changes or revisions to the procedures hereby adopted shall be made only by resolution of the mayor and council of the Town of Ashland City.

Approved as to Legality and Form: _____
Jennifer Noe, City Attorney

Passed: _____

Mayor JT Smith

Interim City Recorder

Town of Ashland City

Purchasing Policy and Procedures



Introduction

The Town of Ashland City's purchasing policy is based on The Municipal Purchasing Law of 1983 with modifications, as allowed by State law, to suit the city's purchasing needs. The intent of the policy is to provide a purchasing framework that has strong internal controls, complies with state law, and creates consistency with procurement activity, ensuring competition based on fair and equal opportunity extended to qualified persons and firms interested in doing business with the town and town departments.

DEPARTMENT MAKING PURCHASE RESPONSIBILITIES: The procurement process is a combined effort between the using department or agency and the Purchasing Department.

The responsibilities of the using department and/or agencies include:

- Allow ample lead-time for the Purchasing Department to process bid/proposal requests, issuance of purchase orders, execution of contract documents and any other task performed by the Purchasing Department.
- Plan purchases in advance to eliminate avoidable urgent or emergency situations.
- Ensure funds have been allocated and approved by the City Council.
- Advise in writing issues or dissatisfaction as soon as they arise with any vendor's performance related to terms, conditions, specifications and performance of their contracts or purchase orders.
- Inform accounts payable of purchases when state, federal or grant funds will be used.
- Ensure that the purchasing policy is followed by all personnel prior to any purchase.
- Enter requisitions for all purchases while ensuring that all proper backup is attached during requisition entry.
- Ensure that proper internal controls are in place for all purchasing transactions.

Section 1. Purchasing Agent. Except as otherwise provided in this policy, all orders for supplies, materials, equipment, and services shall be assigned a PO (Purchase Order) number by the purchasing agent. The purchasing agent will verify that all requirements for purchase have been completed. Once such requirements have been verified, the purchase may be approved and acquired by the purchasing agent or his/her designee. **The purchasing agent is not held accountable for purchases made without following the proper steps in this purchasing manual. The department head will be held accountable for this action, and he/she will be responsible for documenting by email or signed invoice that they are aware the purchase was not made in compliance with this policy prior to the purchasing agent paying the invoice.**

Section 2. Requirements for Purchase. As stated in Section 1, the purchasing agent will verify the requirements for the purchase that have been completed. Those requirements are as follows:

- a) No invoice for supplies, materials, or equipment shall be approved for payment until such supplies, materials, etc., have been received and inspected by the department head or authorized town employee to verify the products are in acceptable condition.
- b) After the inspection of delivered items, the department head or the authorized town employee must obtain the proof of delivery, bills of lading, delivery tickets, or other documentation related to the purchase, including all warranty cards, and submit with the invoice for payment. If no proof of delivery can be obtained, the employee must complete a Missing Proof of Delivery Affidavit to submit with the invoice.
- c) Standardizing supplies and materials that can be bought in large quantities can save money. Thus, department heads should adopt as standards the minimum number of quantities, sizes, and varieties of commodities consistent with successful operation. Where practical, materials and supplies should be bought based on requirements for a six-month period.
- d) The Town is exempt from the payment of excise taxes imposed by the federal government, and suppliers should be requested to deduct the amount of such taxes from their bids, quotations, and invoices. If the purchasing agent sees taxes charged to the invoice, he/she may request the town employee which made the purchase to contact the vendor and request a credit for the tax amount charged.

Section 3. Purchase Requisitions and Purchase Orders (PO) Requirements.

A purchase requisition lets the accounts payable/finance department know, in detail, what the using department needs. A PO shall be completed by the purchasing agent if it meets one of the following criteria:

- a) If the purchase is appropriated through the annual budget and more than \$500.
- b) If the item is a capital good.
- c) If the vendor requests a purchase order or if the department head feels it is necessary.

How to Prepare a Requisition and Obtain a Purchase Order:

A requisition must be completed before a purchase is made, except when stated otherwise!

A properly processed purchase requisition must contain the following information:

- Date issued — The date the requisition is prepared.
- Date wanted — State a definite delivery date. "AT ONCE, ASAP, and RUSH" are vague instructions and don't give the purchasing department sufficient information. Prepare far enough in advance to avoid emergencies.
- Department — The complete name of using department.
- Department head — Signature of the department head

- To be delivered to — Be specific. If vague or indefinite, confusion may result in costly delays.
- Item number — Numerical order of items listed.
- Quantity — The number required.
- Unit — Dozen, lineal feet, gallons, etc.
- Description — Give a clear description of the items, including size, color, type, etc. If the purchase is of a technical nature, specifications should be attached to the requisition. If the item cannot be described without a great amount of detail, a brief description should be given, followed by a trade name and model number of an acceptable item “or approved equal.” Requisitions must not give specifications that will favor one supplier to the exclusion of any others.

NOTE: Incomplete information in this area will result in the requisition being returned to the using department for clarification.

- Account to be charged — Complete budgetary code.
- Unit price — Price for each individual item.
- Amount — A total of quantity times unit price.
- ***The requisitioner shall not split orders to avoid any provision of the city code or charter, this policy, or any other policy established by the city, nor shall requisitions be submitted for the sole purpose of using up budgetary balances.***

If a PO is required, the purchasing agent will convert the requisition only after being completed by the requestor and approved by the department head or his/her designee. The purchasing agent shall forward a copy of each PO to the requestor or department representative and place a copy of the PO in the purchasing file. If the Finance Director says there is not enough in the budget account, it will be referred to the purchasing agent, who will notify the department head in the absence of the Finance Director.

Material Receiving Report

The material receiving report form is designed to inform that item(s) of a particular order has been received.

- **When Prepared:**
This form is completed immediately upon receipt of materials, supplies, or services.
- **Who Prepares:**
The person receiving the merchandise.
- **How to Prepare:**
A proper material receiving report must contain the following information:
 - ❖ Purchase order number — The number from the purchase order on which the items were ordered. If not purchased from a purchase order, the following still applies.
 - ❖ From — Name of vendor
 - ❖ Material received by — Person receiving the item.

- ❖ Date received — Date the goods are received.
- ❖ Quantity — Number of items received.
- ❖ Description — Brief statement describing item(s)
- ❖ Price — Unit price from the purchase order
- ❖ Per — Unit measure (foot, lb., etc.)
- ❖ Amount — Amount equal to quantity times unit cost.
- ❖ Freight charge — Amount (if any) charged for delivery.

When any item(s) is not in satisfactory condition, a statement about the condition of the item(s) must be made in the description column. There is no need to write anything in this column if the item is undamaged.

Section 4. Purchasing Thresholds

Unless otherwise exempted by state law, the following limits apply to all purchases.

Purchases Costing Less Than \$3,000

The department head, after appropriation through the budget, is expected to obtain the best price and service available for purchases estimated from \$0.01 to two thousand nine hundred ninety-nine dollars and ninety-nine cents (\$2,999.99) and is exempt from the quote and bid requirements. . All contracts or agreements must be presented to the council and signed by the appropriate parties before the purchase is made.

Purchases of like items shall be aggregated for purposes of the quote threshold. The purchase authority shall not be used for purchases of a recurring nature and purchases shall not be split. A split purchase results when a total purchase of \$3,000.00+ is divided into more than one purchase event for the same or similar goods or services from the same vendor or multiple vendors to avoid the formal quote, bid, or proposal procurement method. When purchases are repetitive to the extent that the total of the goods or services nears \$3,000.00 within a fiscal year, the using department shall follow the procedures outlined for purchases over \$3,000.00.

Purchases under \$500 do not require a purchase order.

Purchases between \$3,000.01 to \$9,999.99

All purchase of supplies, equipment, services, and contracts estimated to be more than three thousand and one cent (\$3,000.01) but less than nine thousand, nine hundred, ninety-nine dollars and ninety-nine cents (9,999.99), shall be unadvertised, but require a minimum of three written quotes and should include an explanation if not awarded to the lowest responsive quote. All contracts or agreements must be presented to the council and signed by the appropriate parties before the purchase is made.

A written record of quotes shall be established and retained with the purchase order. Such documentation may be in the form of a letter, fax, email, or other written or printed document stating:

- ❖ The vendor's/contractor's/company's name, address, phone number,
- ❖ The person's name and title or position giving the quote,
- ❖ The price, including delivery, and
- ❖ A complete description of the product or service provided.

Online quotations may be used provided the above information is included.

No purchase shall be made without the required quotes.

When purchases are repetitive to the extent that the total of the goods or services nears \$10,000.00 within a fiscal year, the using department shall follow the procedures outlined for purchases over \$10,000.00.

The purchaser shall obtain a copy of the vendor's liability and workers compensation insurance policies showing coverage amounts for contracts involving construction or other service where the public or contractor's employees could be adversely impacted by the provision of the service. A copy of the policy shall be kept on file by the purchasing agent. The purchasing agent shall also verify budget account balances prior to issuing approval to purchase.

The purchaser shall obtain the vendor's W9.

Purchases between \$10,000.00 to \$24,999.99

All purchases made between ten thousand dollars (\$10,000.00) and twenty-four thousand nine hundred ninety-nine dollars and ninety-nine cents (\$24,999.99) shall follow all the purchase requirements above, with the addition of getting permission of the purchase from City Council. All contracts must be presented to the council and signed by the appropriate parties before the purchase is made.

Purchases \$25,000.00 or greater – Competitive Sealed Bids

All purchases of supplies, equipment, services, and contracts estimated to be more than twenty-five thousand dollars (\$25,000), shall follow the procurement rules for competitive bidding as follows:

- a) The expenditure request shall be taken to the City Council for review and approval to start the bidding process. The expenditure request will be presented by the mayor, department head, purchasing agent, city recorder, or the finance director at the next regularly scheduled or special called meeting of the City Council.
- b) The City Council shall have the authority to approve or disapprove the expenditure request to comply with the annual budget, or for any reason it deems it is in the public interest. The reason for denial shall be stated and recorded in the meeting minutes.

Upon denial, the City Council shall supply direction as to how to handle the situation that prompted the expenditure request.

- c) If approved, the department head shall deliver to the City Recorder a written requisition for the items to be purchased. Such request shall include a description of the items, specifications for the items, an estimated cost of the items, recommended sources and shall include the budget line-item code to which the purchase is to be charged. Bid specifications shall be attached to the request for advertisement.
- d) All requisitions approved by the City Council shall be signed by the mayor and department head.
- e) The department head or employee making the purchase shall follow procedures set forth in the sealed bid requirements.

Once City Council has approved the expenditure request over twenty-five thousand dollars (\$25,000.00) the following procedures must be done to obtain the competitive sealed bid(s):

All purchases over twenty-five thousand dollars (\$25,000), require sealed bids to be submitted to Town of Ashland City: City Hall, Attention: City Recorder prior to a specified bid due date and time. The bids from responsive bidders shall be publicly opened by the City Recorder (or designee) and read aloud. The City Recorder will prepare a summary of the bids and provide the bids and summary for presentation to the City Council. All such bids shall be submitted for award at the next regularly scheduled City Council meeting or special-called meeting together with the recommendation from the department head or purchasing agent as to the best selection for contract performance.

The following polices shall apply to sealed bids:

- a) Plans, specifications, and estimates for any public works project exceeding \$25,000 must be prepared by a registered architect or engineer as required by TCA 62-2-107.
- b) Notice inviting bids shall be published in the council approved newspaper, as required by law, at least five days (5) preceding the last day to receive bids. The newspaper notice shall contain a general description of the good(s) or services to be procured, and the date, time, and place for opening bids. This shall be submitted by the City Recorder
- c) In addition to publication in the required newspaper, the City Recorder may take other actions deemed appropriate to notify all prospective bidders of the invitation to bid, including, but not limited to, advertisement on community bulletin boards, the Town's website, in professional journals and electronic media.

d) The City Recorder shall keep a record of all open orders and bids submitted in competition for all PO's as required by the ordinance for bidding, including a list of the bidders, the amount bid by each, the method of solicitation and bidding, and Title VI compliance. All records shall be open to public inspection and maintained in the recorder's office. At a minimum, the bid file shall contain the following information on qualifying orders:

- ❖ Request to start bid procedures – the requisition if applicable.
- ❖ A copy of the bid advertisement if applicable.
- ❖ A copy of the bid item specification if applicable.
- ❖ A list of bidders.
- ❖ A copy of the PO.
- ❖ A copy of the invoice.
- ❖ A copy of the signed and dated receiver.
- ❖ Statement if lowest bidder is not awarded.

e) No bids received after the time and date advertised will be accepted. All late bids will be returned unopened to the vendor explaining the policy. This includes bids that are postmarked after the specified time.

f) No telephone bids will be accepted.

g) The purchasing department or council may request a sample product as part of the bid. If this is stated on the bid proposal form, the vendor is required to comply with this request.

h) Mistakes in bids detected prior to bid opening may be corrected by the bidder withdrawing the original bid and submitting a revised bid prior to the bid opening date and time.

i) City Recorder may require the bidders submit a bid bond or other acceptable guarantee equal to five (5) percent of the bid to ensure that the lowest responsible bidder selected by the board enters a contract.

j) City Recorder may require and then include in the bid documents a requirement for the successful bidder to post a performance bond or other guarantee satisfactory to the town attorney that insures the faithful performance of all the terms and conditions of the purchase contract.

k) Should it be found, after bids have opened, that a product has been offered with an alternative specification and that this product would be better for the city to use, all bids for that item may be rejected and specification redrawn to allow all bidders an equal opportunity to submit bids on the alternate item.

Section 5. Considerations in Determining Bid Awards. The following criteria shall be considered in determining bid awards:

- The ability of the bidder to perform the contract or provide the material or service required.
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service.
- The quality of performance of previous contracts or services, including the quality of such contracts or services in other municipalities, or performed for private sector contractors.
- Compliance with all specifications in the solicitation for bids.
- The ability to obtain and maintain any requisite bid bonds or performance bonds.
- Total cost of the bid, including life expectancy of the commodity, maintenance costs, and performance.
- When a bid results in a tie, one in which two or more vendors bid identical items at the same unit cost, the winning bidder amount tie bids may be determined by one of the following:
 - ❖ Discount allowed.
 - ❖ Delivery schedule
 - ❖ Previous vendor performance
 - ❖ Trade-in value offered.

In the case of a tie bid on identical items and all the factors above are equal, vendor location may be considered.

- When the lowest bid is not awarded, a full and complete statement of the reason shall be prepared by purchasing agent, department head, or City Recorder and kept in the bid file.

Section 6. Exemptions from Competitive Procurement Process

The following purchases, leases and lease purchases shall be exempt from the foregoing competitive procurement process. The Purchasing Agent, or his/her authorized designee, prior to purchase, shall approve all such purchases to be awarded pursuant to any of the exceptions in this subsection, except as may otherwise be provided herein pertaining to emergency purchases.

- **Sole Source Purchases:** Sole source of supply, or proprietary products, as determined after a thorough search for suppliers for the goods or services by the director or department head, under the direction and in consultation with the Purchasing Agent. TCA 6-56-304 requires a report of the sole source or proprietary purchase must be documented

by enumerating the following: amount paid, items purchased, vendor. Report must be provided to the governing body and the financial director as soon as possible.

- **Emergency Purchases:** Emergency purchases with the subsequent approval by one of the following: (1) City Recorder (2) Finance Director, or (3) the Mayor. TCA 12-3-1207 requires: A record of any emergency purchase shall be made by the person or body authorizing the emergency purchase, specifying the amount paid, the items and services purchased, from whom the purchase was made, and the nature of the emergency. A report of the emergency purchase through competitive sealed proposals containing all relevant information shall be made as soon as possible by the person or body authorizing the purchase to the municipal governing body.
- **Purchases through state contracts** (T.C.A § 12-3-1201)
- **Investments in or purchases from the Local Government Investment Pool** (TCA § 6-56-302)
- **Purchases from Government Instrumentalities:** Purchases from instrumentalities created by two (2) or more cooperating governments (T.C.A § 6-56-302).
- **Purchases from Nonprofit Corporations:** Purchases of goods and services from nonprofit corporations formed to specifically serve municipalities (T.C.A § 6-56-302).
- **Purchases, leases, or lease-purchases of real property** (T.C.A. § 6-56-304).
- **Purchases of perishable commodities and fuel and fuel products** when purchased on the open market (T.C.A. § 6-56-304); purchases of natural gas and propane for re-sale (T.C.A. § 6-56-304).
- **Purchases, leases, or lease purchases of secondhand articles** or equipment, etc., from federal, state, or local government units or agencies (T.C.A. § 6-56-304).
- **Purchases of materials, supplies, commodities, and equipment at public auction** (T.C.A. § 12-2-421).
- **Purchases of goods and services through a reverse auction** (T.C.A. § 12-3-1208).
- **Purchases of energy-related services through contracts** (T.C.A. § 12-4-110).
- **Purchases of motor vehicles and intoxicating beverages seized and confiscated by the State** (T.C.A. 12-2-201).
- **Purchases of supplies, equipment, and services by another governmental entity at the request of a municipality** (T.C.A. § 12-3-1203).
- **Purchases made through cooperative purchasing agreements** (T.C.A. § 12-3-1205 and § 12-9-101 et seq).
- **Purchases of any of the insurance as provided in Tennessee Code Annotated, title 29, chapter 20** (T.C.A. § 29-20-407); and
- **Purchases from Tennessee State Industries:** Purchases of articles from TRICOR (T.C.A. § 41-22-119 through 121).
- **Purchases of professional service through contracts and contracts for architects, engineers, and construction services** (T.C.A. § 12-3-1209 and § 12-4-107); Purchases and contracts for legal services, fiscal agents, financial advisor or advisory services, educational consultant services, architectural services, engineering services, and similar services by professional people or groups with high ethical standards shall be made pursuant to the provisions of state law of general application, to include Tennessee Code

Annotated (T.C.A.) § 12-3-1209 and T.C.A. § 12-4-107, as may be amended. Professional service contracts shall be awarded based on recognized competence and integrity, rather than on competitive solicitations; the City may interview eligible vendors to determine the capabilities of such vendors. The City will enter a negotiated contract with the professional service provider.

T.C.A. § 12-4-107 includes additional requirements for governmental entities in the procurement of architectural and engineering professional services. The municipality may seek qualifications from any firm or firms licensed in the state and interview any or all. The qualifications and experience of all the firms under consideration will be evaluated. The successful firm deemed most qualified will meet with the municipality in an attempt to negotiate a contract, the compensation of which is fair and reasonable to the government. Should the municipality and the firm be unable to negotiate a contract with a satisfactory price, negotiations will continue with other qualified firms until a satisfactory agreement is reached.

In the event a municipality has an existing satisfactory relationship with a qualified architectural or engineering firm, the municipality may expand the scope of the services without seeking qualifications from other licensed firms. T.C.A. § 12-4-107(a)(1)(D).

For local construction projects or additions to existing buildings, a local government may contract for a construction management agent or advisory services or construction manager at-risk services. Construction management services may be performed by a qualified person licensed under the Contractors Licensing Act of 1994 or by a licensed architect or engineer. T.C.A. § 12-4-107.

Construction management services are to be procured for each project through a written request for proposals (RFPs) process through advertisement. RFPs will indicate the service requirements and the factors used for evaluating the proposals. A governing body may perform work on the project with its own employees and may include the coordination and oversight of this work as part of the services of a construction manager, agent or advisor. T.C.A. § 12-4-107.

All construction work under the coordination and oversight of the construction manager shall be procured through competitive bid. T.C.A. § 12-4-107.

- **Repairs:** For repair services or parts for damaged, inoperable, or less than fully operable equipment, three (3) or more written quotes (estimates) shall be required. If the actual cost of the repairs exceeds the lowest quote (estimate) due to unanticipated repairs that could not have been reasonably foreseen, the additional cost above the quote (estimate) shall be approved on an emergency purchase basis.

- **Change orders:** Change orders to existing construction or improvement contracts within established budgetary limits shall be approved by the council and other interested parties.

Section 7. Rejection of Bids. The City Council shall have the authority to reject all bids or parts of bids when the public interest is served thereby. The City Council shall reject all bids or parts of bids where the supplier has been specifically excluded from bidding work by unanimous vote. The Town shall not accept a bid from a vendor or contractor who is in default on a contract or on the payment of taxes, licenses, fees, or other monies of whatever nature that may be due to the Town by said vendor or contractor. City Council has the right to deny any bid where family or friends of town employees will directly be involved in the project or the project will benefit the town employee's family member, unless the vendor is a sole source provider, meaning the work is not able to be done by any other company.

Section 8. Making Emergency Purchases.

- **Purpose:**

Emergency purchases are to be made by departments only when:

- actual emergencies arising from unforeseen causes occur, including delays by contractors, delays in transportation, and unanticipated volume of work; and
- when property, equipment, or life are endangered through unexpected circumstances; and
- materials, services, etc. are needed immediately.

Emergency purchases are not the failure to recognize the need for a product or service during budgeting or during the town's normal business operations.

- **Who Makes Emergency Purchases:**

Emergency purchases, either verbal or written, may be made directly by the using department without competitive bids, provided sufficient funds are available and necessary approvals have been secured.

- **How to Make Emergency Purchases:**

After determining a true emergency exists, the following procedure should be followed:

1. Notify the Finance Director and or the mayor of the need and nature of the emergency. They will give verbal approval and the department making the emergency purchase (using department) shall complete a handwritten emergency purchase form.
2. The Using department must make sound judgment about price when making emergency purchases of materials and supplies and for labor or equipment. Orders should be placed by those who have a good track record with the department.
3. Suppliers shall furnish sales tickets, delivery slips, invoices, etc., for the supplies or services rendered. Terms of the transactions, indicating price and other data, shall be shown.
4. As soon as the purchase is complete, on the same or following business day, the using department must:

- Give the accounts payable department a complete requisition with a description of the emergency showing approval by the department head and mayor.
 - Give the accounts payable department all paperwork pertaining to the emergency purchase that the supplier has furnished.
5. As soon as possible, the person authorizing the emergency purchase must prepare a report to the financial director and the governing body specifying the amount paid, the item(s) purchased, from whom the purchase(s) was made, and the nature of the emergency.

• **Emergency Purchases General Information:**

Emergency purchases are costly and should be kept to a minimum. Avoiding emergency orders will save the city money.

Section 9. Suspension and Debarment of Vendors. The Finance Director may suspend or debar a vendor for cause, the right of a vendor to be included on a vendor list, and any bid/proposal response from that vendor rejected.

Suspension - A vendor may be suspended for a period not to exceed two (2) years as determined by the Finance Director based upon, but not limited to, the following:

- Default or failure to fully comply with the conditions, specifications, drawings, or terms of a quote, bid, proposal or contract with the City;
- Vendor commits any fraud or misrepresentation in connection with a quote, bid, proposal or contract;
- Vendor is charged by a court of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract (of any kind) or in the performance of such contract or subcontract;
- Vendor is charged by a court with any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a city contractor;
 - ❖ If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of the final court disposition provided by the vendor;
- Vendor becomes insolvent, has proceedings in bankruptcy instituted against, compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
- Vendor violates the ethical standards set forth in local, state or federal law;
- Vendor is found to have colluded in order to receive business from the City;
- Default on the payment of taxes, licenses or other monies lawfully due to the City;

- Or any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect the capability of the vendor to function as a city contractor.

Debarment - A vendor may be permanently debarred for the following:

- Default or failure to fully comply with the conditions, specifications, drawings, or terms of a quote, bid, proposal, or contract with the City on more than one occasion.
- Conviction by a court of law for the commission of those offenses in connection with the vendor's enterprise as stated in sections 3 and 4 of the Suspension section above. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of the final court disposition provided by the vendor.

Section 10. Petty Cash. To buy items that cost less than \$50.00 from businesses that don't issue invoices or charge accounts, a petty cash fund must be set up by the finance director. The department head is solely responsible for any withdrawals from this account. All receipts or requests for monies from this fund must contain the departmental code and be signed by the department head and receipt given to accounts payable.

This fund should be used only if other purchasing methods are not applicable.

The finance officer may establish more detailed procedures for the use of the petty cash fund.

Section 11. Items Covered by Warranty or Guarantee. The city buys many items that have a warranty or guarantee for a certain length of time, such as tires, batteries, water heaters, roofs, and equipment. Before these items are repaired or replaced, the warranty should be used. The purchasing department shall maintain an active current file with complete information on such warranties or guarantees. All copies of warranties must be remitted to the accounts payable department with the invoice indicating date of receipt.

Section 12. Signatures Required. Contracts, applications for title, tax exemption certificates, agreements, and contracts shall not be signed by any city employee other than City Recorder, Finance Director, and Mayor. No contract shall be executed or signed before taking the contract before the council for approval. Contracts and Agreements must be signed by Mayor after council approval.

Section 13. Sale of Surplus Property. When a department head determines there is surplus equipment or material in the department, he or she shall notify the City Recorder in writing. A listing of surplus equipment that includes purchase date, amount, and current condition should be provided to the governing body for approval of disposal. Items with an estimated value of less than \$300 should be disposed of in cooperation with the department head. Items with an estimated value of more than \$300 should be sold at public auctions or advertised for bidding

after approval from the governing body. Such equipment or materials will be sold to the highest bidder.

With approval of the governing body, surplus equipment or material may also be transferred from one department to another. The transferring department must be sure the finance officer is informed of the transfer or sale.

Section 14. City Credit Card Policy. The Town adopted a credit card policy by resolution August 2021. Prior to issuing a city credit card to authorized employees, the authorized cardholders are required to read and sign the policy stating they acknowledge and will comply.

Section 15. General Purchasing Information.

- **Federal Excise Tax**

The city is exempt from the payment of excise taxes imposed by the federal government, and suppliers should be requested to deduct the amount of such taxes from their bids, quotations, and invoices.

- **Purchasing Enough Supplies**

It is in the best interest of the department to order supplies in “bulk” to cover at least 6 months of operation and all purchasing requirements still apply.

- **Standardization Requirements**

Standardizing supplies and materials that can be bought in large quantities can save a great deal of money. Thus, department heads should adopt as standards the minimum number of quantities, sizes, and varieties of commodities consistent with successful operation. Where practical, materials and supplies should be bought based on requirements for a six-month period.

- **Inspection of Deliveries**

No invoices for supplies, materials, or equipment shall be accepted for payment until such supplies, materials, etc., have been received and inspected by the department head.

- **Correspondence with Suppliers**

Copies of any correspondence with suppliers concerning prices, adjustments, or defective merchandise shall be forwarded to the accounting department. All invoices, bills of lading, delivery tickets, and other papers relating to purchases shall be sent to the accounting department.

- **Claims**

The department doing the purchase shall prosecute all claims for shortages, breakages, or other complaints against either shipper or carrier in connection with shipments.

- **Public Inspection of Records**

The purchasing agent shall keep a complete record of all quotations, bids, and purchase orders. Such records shall be open to public inspection.

- **Designee**

When a position such as purchasing agent, finance director, or department head is mentioned, their assistants or designees are acceptable substitutes if they have written permission to do so.

- **Registration and License Requirements**

Architect or Engineer Required: T.C.A. § 62-2-107 provides that state and local governments shall not engage in the construction of public works projects involving architecture, engineering, or landscape architecture without having plans, specifications, and estimates made by registered architects, registered engineers, or registered landscape architects. This requirement does not apply if the cost of the complete project does not exceed fifty thousand dollars (\$50,000), and the work does not alter the structural, mechanical, or electrical system of the project, or the project cost does not exceed one hundred thousand dollars (\$100,000) and the project is located in a state park, and the work is solely maintenance, as defined in the state building commission policy and procedures.

Public Works Contracts: Contractors and subcontractor services for public works contracts exceeding \$25,000 shall comply with licensure requirements contained in T.C.A. § 62-6-102

- **Insurance and W9's**

The purchaser shall obtain a copy of the vendor's liability and workers compensation insurance policies showing coverage amounts for contracts involving construction or other service where the public or contractor's employees could be adversely impacted by the provision of the service. A copy of the policy shall be kept on file by the purchasing agent. The purchasing agent shall also verify budget account balances prior to issuing approval to purchase. The purchaser shall obtain the vendor's W9.

Section 16. Conflict of Interest

- Grant contracts will reference all requirements applicable to that grant project.
- No employee, officer, agent, any member of an employee's immediate family or his or her partner shall have any financial interest or a tangible personal benefit in the profit of any contract, service or other work performed for the City. He/she shall not personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company. A conflict of interest would also arise when the parties indicated herein are employed or about to be employed by a person or company wishing to do business with the City. Any member listed in this section violating the provisions of this rule shall be subject to appropriate disciplinary action including termination.
- "Direct Interest," means any contract with the employee himself or with any business in which the employee is the sole proprietor, a partner, or the person having an ownership interest in the business.

- "Indirect Interest" means any contract in which the employee has no direct interest however a spouse, partner or relative has an interest in the contract. A conflict of interest exists if the spouse, partner or relative commingle their assets.
- No employee, officer or agent of the Town of Ashland City may participate in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.

Section 17. Vehicle Insurance Claims When a city vehicle has been involved in a wreck and will need repair, it is the responsibility of the department head to contact the City Recorder with all information in a timely manner so a claim can be submitted. When making payments to vendors for these repairs, it is required to complete the Vehicle Insurance Claim form and submit it with payment to accounts payable.

Section 18. Legal Status Provisions

- **Liability for Excess Purchases**
This resolution shall authorize the purchase of materials and supplies and the procurement of contracts for which funds have been appropriated in the annual budget or which have been authorized and lawfully funded by the City Council. The Town shall have no liability for any purchase made in violation of this resolution.
- **Additional Forms and Procedures**
The purchasing agent is hereby authorized and directed to develop such forms and procedures as are necessary to comply with this resolution.
- **Interpretation**
Words herein in the singular number shall include the plural, the present tense shall include the future, and the masculine gender shall include the feminine and neuter.
- **Severability**
Should any section, paragraph, sentence, clause, or phrase of this resolution or its application to any person or circumstance be declared unconstitutional or invalid for any reason or should any portion of this ordinance be pre-empted by State or Federal law or regulation, such decision or legislation shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.
- **Repeal**
All previously passed resolutions, parts of resolutions, which are inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.
- **Effective Date**
This resolution shall be effective immediately after final passage, the public welfare requiring it.

I _____, as purchasing designee for
_____ department, hereby acknowledge receipt of the Town of
Ashland City Purchasing Policy.

I agree to accept responsibility for following this purchasing policy. Any improper or
unauthorized purchases, or not following the policy may result in disciplinary action up to and
including termination in accordance with Town of Ashland City personnel policy, in addition to
any criminal penalties that may apply. The purchasing designee rights may be suspended or
revoked at the discretion of the Finance Director at any time with notice.

Purchasing Designee: _____ Date: _____

Department: _____

Department Head: _____ Date: _____

Finance Director: _____ Date: _____

JOB DESCRIPTION

**Town of Ashland City
City Administrator**

CLASSIFICATION TITLE: City Administrator
DEPARTMENT: General Government
REVISION DATE: 10-06-2023
REPORTS TO: City Council
EMPLOYMENT STATUS: Full Time
FLSA STATUS: Exempt
PAY RANGE: Pay Grade Level 11

JOB SUMMARY

The City Administrator is under the direction of the City Council, this position oversees the day-to-day operations of the town to ensure the town’s services are provided in the most efficient and effective manner. The city administrator is not required to live in the city or county but should live within a distance agreed upon between the City Administrator and the city council so all functions of the position can be more efficiently fulfilled.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Responsible for the daily and efficient operation of city functions and services, works with department heads for the efficient operation of the city. Makes recommendations to the Council for improving quality and quantity of services.
- Works with the City Recorder in preparing the agenda for city council meetings in consultation with the mayor, council members, city attorney, all department heads, and the City Recorder.
- Attends all official meetings of the city council and its committees including but not limited to the Planning Commission with the right to take part in all discussions, but not vote.
- Recommend to the city council the adoption of all such ordinances, resolutions, or other action that he or she deems necessary.
- Assist Mayor, Finance Director and department heads with preparation and implementation of the annual budget for all funds and departments and shall be responsible for oversight of departmental budget development.
- Coordinate long range budget planning efforts and prepare Capital Improvement Plan budgets for the city.
- Works with department heads to determine work procedures, work schedules to expedite workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

- Facilitates positive, professional attitude among workers and resolves grievances. able to integrate the employees with the council to have a cohesive team in order to achieve goals and provide effective services.
- Prepares a variety of studies, reports, and related information for decision making purposes as needed.
- Nominate individuals to mayor for appointment as department heads and supervise activities of all department heads.
- Initiate discipline and discharge proceedings against department heads and assist department heads with discipline and discharge of employees with the concurrence of the mayor.
- Provides professional advice to the council and department heads; makes presentations of the Board and committees, civic groups, and general public.
- Keep the council advised as to the condition and needs of the City. Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities.
- Report to the council on the condition of all equipment, buildings, and real estate.
- Monitor all available grant opportunities and administer and coordinate all state and federal grants received by the city.
- To implement personnel ordinances, rules and regulations as adopted by the Council.
- Represents the Mayor and the city at various meetings, functions, and events; serves as a liaison to various civic or governmental organizations and committees; confers regularly with officials from the other municipalities, chamber of commerce, authorities and commissions and keeps the mayor apprised of activities.

QUALIFICATIONS

- Bachelor's Degree, although master's degree preferred in public administration, business administration, political science, or related field from an accredited college or university.
- Minimum of 5 to 7 years of executive management experience as a City Administrator/City Manager or Assistant City Administrator/Manager in Local Government or closely related field which includes operations management, budgeting and managing personnel.

REQUIRED KNOWLEDGE AND ABILITIES

- Should have a working knowledge of government finance with proven experience in administering budgets and should possess high level communication skills.

- Ability to analyze municipal operations and make recommendations to the board for improvements.
- Ability to plan, assign, and coordinate the activities of city employees and other resources to achieve the most efficient and effective day to day operations.
- Ability to establish and maintain effective working relationships with the general public, employees, City Attorney and elected officials. Able to operate effectively and efficiently in a team environment.
- Detail-oriented and self-motivated.
- Ability to be bonded in such sum as may be fixed by and with such surety as may be acceptable to the city council.

EQUIPMENT OPERATED

- Computer, printer, various office machines (phone, calculator, copier, etc.)
- Microsoft Office Suites
- Cell phone

WORKING CONDITIONS

- Working conditions are in an office environment.
- The working environment is office setting with some lifting of office supplies weighing up to 25 lbs.

USUAL PHYSICAL DEMANDS

- Must be able to lift office supplies and materials.
- Long hours of sitting with intermittent standing
- Using office equipment and computers

EMPLOYEE AWARENESS

- Implement and assure adherence to The Town of Ashland City policies and procedures regarding Equal Employment Opportunity.
- Adheres to The Town of Ashland City initiative on business ethics and conduct.
- Adheres to federal/state laws and relations regarding MSDA, OSHA and EPA compliance.

This is not necessarily an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, city council reserves the right to revise the job, or to require that other, or different tasks be performed when circumstances change (i.e., emergencies, changes in personnel or workload, etc.).

MANAGEMENT APPROVAL

Mayor's Signature

___/___/___
Date

Human Resource Director's Signature

___/___/___
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

___/___/___
Date

ORDINANCE NO. 335

AN ORDINANCE OF THE TOWN OF ASHLAND CITY TO ESTABLISH A CODE OF ETHICS

WHEREAS, the Town of Ashland City desires to enact a Code of Ethics in compliance with Public Chapter No. 1 of the Extraordinary Session of the 2006 General Assembly; and

WHEREAS, the Town of Ashland City also desires to have a Code of Ethics that includes a reference to all other state statutes that deal with municipal officials and employees; and

WHEREAS, the Town of Ashland City has reference to some of the provisions of this Code of Ethics in it's current personnel policy and other miscellaneous ordinances but desires that this new Code of Ethics will replace any prior written ordinances or personnel policy on Ethics that contradicts with this Ordinance; and

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

Applicability. This Title is the Code of Ethics for personnel of the Town of Ashland City. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words "municipal" and "municipality" include these separate entities.

Definition of "Personal Interest". (1) For purposes of this Title, "personal interest" means:

(a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or

(b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or

(c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren); or

(d) Any such financial, ownership, or employment interest of the official's or employee's spouse's parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren).

(2) The words "employment interest" include:

(a) Any job, occupation, consultation, or other position for which the

employee or official is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City; and

(b) Any situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of a vote of any Town of Ashland City board, committee, or commission, or that is to be regulated or supervised by the Town of Ashland City

(3) In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter.

Disclosure of Personal Interest by Official with Vote. An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself or herself from voting on the measure.

Disclosure of Personal Interest in Non-Voting Matters. An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, or is in a reasonably apparent position of influence over such matter, shall disclose, before the exercise of the discretion or influence, when possible, the interest on a form provided by and filed with the recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

Acceptance of Gratuities. An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality over the amount of \$50.00:

(1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or

(2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business.

Use of Information.

(1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.

(2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity.

Use of Municipal Time or Facilities.

False statements of fact may be subject to a perjury charge. The Mayor and City Council shall be advised that an ethics inquiry is occurring.

(2) Such ethics investigator shall be chosen from any one of three attorneys approved annually by resolution of the City Council as administrative law officers, and with whom the Town of Ashland City has entered into an agreement for compensation to act in such capacity.

(3) Such ethics investigator shall review all information provided by the city attorney and shall render a written advisory ethics opinion to the city attorney as to whether any violations have occurred based upon this ethics policy or other applicable law. Should the ethics investigator require additional information, the city attorney shall be responsible for coordinating any other information, witnesses, or statements and providing such information to the ethics investigator. The subpoena power of the City Council may be used to obtain information, if required. The ethics investigator shall report the findings to the City Attorney within sixty (60) days of the complaint, unless more time is required and approved by City Council action. Upon request, the ethics investigator may also be asked to issue a written advisory opinion about an ethics question or situation.

(4) Once the ethics investigator concludes an investigation and renders an opinion about a complaint or request, the city attorney shall forward such written opinion, along with any recommendations for action(s) to end or seek retribution for any activity that, in the ethics investigator's judgment, constitutes a violation of this code of ethics, to the Ashland City Council, the Mayor, and, if the subject of the investigation is an employee, to the employee and such employee's department head. The opinion shall also be sent to the person(s) that filed the request or complaint.

(5) When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the investigation of such complaint shall proceed as heretofore described.

(6) Any complaint filed with malice or under false statements of fact or, in an obvious attempt to embarrass, shall be the subject of proper sanctions or disciplinary action. However, any city employee shall be able to file a valid complaint without fear of retaliation. Any supervisor, or any other employee, who harasses or retaliates against an employee filing a complaint shall be subject to disciplinary action, including dismissal.

(7) The interpretation that a reasonable person in the same circumstances would apply shall be used in interpreting and enforcing this code of ethics.

(8) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

(1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself or herself. An official or employee may use a facility of the Town of Ashland City for his or her own personal use only upon express permission by the Mayor.

(2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality.

Use of Position or Authority.

(1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.

(2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for himself or others that is not authorized by the charter, general law, or ordinance or policy of the municipality.

Outside Employment or Other Position of Financial Interest.

(1) Outside employment, or other position of financial interest, shall be defined as any job, occupation, consultation, or other position for which the employee is compensated, whether by a third party/entity or in a self-employed capacity, other than the City of Lebanon.

(2) All positions of outside employment, or other position of financial interest, must be submitted on the Outside Employment form provided by the City and approved on an annual basis by the employee's respective department head prior to the acceptance, or continuance, of such outside employment, or other position of financial interest.

(3) No employee of the City of Lebanon shall be permitted to continue in, commence, or accept any position of outside employment, or other position of financial interest, if such outside employment, or other position of financial interest:

(a) Will unreasonably inhibit the performance of any affirmative duty of the City position or conflict with any provision of the City's charter or any ordinance or policy;

(b) Is likely to interfere with the employee's satisfactory performance of his or her duties and responsibilities; or

(c) Is incompatible with City employment in any way, including the appearance of any conflict of interest or impropriety.


Ethics Complaints. (1) The city attorney is designated as the ethics coordinator for the Town of Ashland City. Upon the written credible request or ethics complaint of an official or employee potentially affected by a provision of this chapter, the city attorney shall gather and organize any information required to fully investigate the written request and shall forward such information to an attorney designated by the Ashland City Council as an ethics investigator. In all respects, the city attorney shall act as the City's liaison to the ethics investigator during, and at the conclusion of such investigation. The written ethics request or complaint shall be delivered to the city attorney as a sworn statement of facts, under oath, before a notary public.

Violations. An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

Appearance of Impropriety. At all times, every Town of Ashland City employee or official, whether elected or appointed, shall conduct himself or herself in a manner so as to avoid even the appearance of any impropriety.

This ordinance shall take effect twenty days after it's passage, the public welfare requiring the same.

1ST READING 5-8-07
PUBLIC HEARING 6-12-07
2ND READING 6-12-07



Gary Norwood, Mayor

Attest:



Phyllis Schaeffer, City Recorder

ORDINANCE NO. _____

MTAS model

**AN ORDINANCE TO AMEND TITLE 1 AND
REPEAL PORTIONS OF SECTION 4-113
OF THE CUMBERLAND GAP MUNICIPAL CODE AND
TO ADOPT A CODE OF ETHICS
FOR THE TOWN’S OFFICERS AND EMPLOYEES.**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUMBERLAND
GAP, TENNESSEE:**

SECTION 1. Title 1 of the Cumberland Gap Municipal Code is amended by adding the following as Chapter 5:

CHAPTER 5

CODE OF ETHICS¹

1-401. Applicability. This chapter is the code of ethics for personnel of the Town of Cumberland Gap. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the Town. The words “municipal” and “Town” or “Town of Cumberland Gap” include these separate entities.

1-402. Definition of “personal interest.”

(1) For purposes of Sections 4-103 and 104, “personal interest” means:

¹ State statutes dictate many of the ethics provisions that apply to municipal officials and employees. For provisions relative to the following, see the Tennessee Code Annotated (T.C.A.) sections indicated:

Campaign finance – T.C.A. Title 2, Chapter 10.

Conflict of interests – T.C.A. §§ 6-54-107, 108; 12-4-101, 102.

Conflict of interests disclosure statements – T.C.A. § 8-50-501 and the following sections.

Consulting fee prohibition for elected municipal officials – T.C.A. §§ 2-10-122, 124.

Crimes involving public officials (bribery, soliciting unlawful compensation, buying and selling in regard to office) – T.C.A. § 39-16-101 and the following sections.

Crimes of official misconduct, official oppression, misuse of official information – T.C.A. § 39-16-401 and the following sections.

Ouster law – T.C.A. § 8-47-101 and the following sections.

A brief synopsis of each of these laws appears in the appendix of the municipal code.

- (a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or
 - (b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or
 - (c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren).
- (2) The words "employment interest" include a situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of the vote or that is to be regulated or supervised.
 - (3) In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter.

1-403. Disclosure of personal interest by official with vote. An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself² from voting on the measure.

1-404. Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on a form provided by and filed with the recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

1-405. Acceptance of gratuities, etc. An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the Town:

- (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
- (2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business.

² Masculine pronouns include the feminine. Only masculine pronouns have been used for convenience and readability.

1-406. Use of information.

- (1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.
- (2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity.

1-407. Use of municipal time, facilities, etc.

- (1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself.
- (2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the Town Council to be in the best interests of the Town.

1-408. Use of position or authority.

- (1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the Town.
- (2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for himself or others that is not authorized by the charter, general law, or ordinance or policy of the Town.

1-409. Outside employment. A full-time employee of the Town may not accept any outside employment without written authorization from the mayor.

1-410. Ethics complaints.

- (1) The city attorney is designated as the ethics officer of the Town. Upon the written request of an official or employee potentially affected by a provision of this chapter, the city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.
- (2)
 - (a) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his own initiative when he acquires information indicating a possible violation, and make recommendations for action to end or seek retribution for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.
 - (b) The city attorney may request the Town Council to hire another attorney, individual, or entity to act as ethics officer when he has or will have a conflict of interests in a particular matter.
 - (c) When a complaint of a violation of any provision of this chapter is lodged against a member of the Town Council, the Town Council

shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the Town Council determines that a complaint warrants further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the Town Council.

- (3) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (4) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

1-411. Violations. An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the Town Council. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

SECTION 2. The following sections of 4-113 of the Cumberland Gap Municipal Code are hereby repealed:

Subsections (1), (2), (3), and (7) in their entirety, and the first sentence in subsection (6).

SECTION 3. This ordinance takes effect from and after its final passage, the public welfare requiring it.

PASSED First Reading _____, 2006.

PASSED Second Reading _____, 2006.

MAYOR

RECORDER

CHAPTER 4
CODE OF ETHICS¹

A/C

SECTION

- 1-401. Applicability.
- 1-402. Definition of "personal interest."
- 1-403. Disclosure of personal interest by official with vote.
- 1-404. Disclosure of personal interest in non-voting matters.
- 1-405. Acceptance of gratuities, etc.
- 1-406. Use of information.
- 1-407. Use of municipal time, facilities, etc.
- 1-408. Use of position or authority.
- 1-409. Outside employment.
- 1-410. Ethics complaints.
- 1-411. Violations.
- 1-412. Appearance of impropriety.

¹State statutes dictate many of the ethics provisions that apply to municipal officials and employees. For provisions relative to the following, see the Tennessee Code Annotated (T.C.A.) sections indicated:

Campaign finance: Tennessee Code Annotated, title 2, ch. 10.

Conflict of interests: Tennessee Code Annotated, §§ 6-54-107, 108; 12-4-101, 102.

Conflict of interests disclosure statements: Tennessee Code Annotated, § 8-50-501 and the following sections.

Consulting fee prohibition for elected municipal officials: Tennessee Code Annotated, §§ 2-10-122, 124.

Crimes involving public officials (bribery, soliciting unlawful compensation, buying and selling in regard to office): Tennessee Code Annotated, § 39-16-101 and the following sections.

Crimes of official misconduct, official oppression, misuse of official information: Tennessee Code Annotated, § 39-16-401 and the following sections.

Ouster law: Tennessee Code Annotated, § 8-47-101 and the following sections.

1-401. Applicability. This chapter is the code of ethics for personnel of the Town of Ashland City. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words "municipal" and "municipality" include these separate entities. (as added by Ord. #335, June 2007)

1-402. Definition of "personal interest." (1) For purposes of this chapter, "personal interest" means:

(a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or

(b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or

(c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren); or

(d) Any such financial, ownership, or employment interest of the official's or employee's spouse's parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren).

(2) The words "employment interest" include:

(a) Any job, occupation, consultation, or other position for which the employee or official is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City; and

(b) Any situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of a vote of any Town of Ashland City board, committee, or commission, or that is to be regulated or supervised by the Town of Ashland City.

(3) In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter. (as added by Ord. #335, June 2007)

1-403. Disclosure of personal interest by official with vote. An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself or herself from voting on the measure. (as added by Ord. #335, June 2007)

1-404. Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter, other than

casting a vote, and who has a personal interest in the matter that affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, or is in a reasonably apparent position of influence over such matter, shall disclose, before the exercise of the discretion or influence, when possible, the interest on a form provided by and filed with the recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter. (as added by Ord. #335, June 2007)

1-405. Acceptance of gratuities. An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality over the amount of fifty dollars (\$50.00):

(1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or

(2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business. (as added by Ord. #335, June 2007)

1-406. Use of information. (1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.

(2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity. (as added by Ord. #335, June 2007)

1-407. Use of municipal time or facilities. (1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself or herself. An official or employee may use a facility of the Town of Ashland City for his or her own personal use only upon express permission by the mayor.

(2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality. (as added by Ord. #335, June 2007)

1-408. Use of position or authority. (1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.

(2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for himself or others that is not authorized

by the charter, general law, or ordinance or policy of the municipality. (as added by Ord. #335, June 2007)

1-409. Outside employment or other position of financial interest.

(1) Outside employment, or other position of financial interest, shall be defined as any job, occupation, consultation, or other position for which the employee is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City.

(2) All positions of outside employment, or other position of financial interest, must be submitted on the outside employment form provided by the city and approved on an annual basis by the employee's respective department head prior to the acceptance, or continuance, of such outside employment, or other position of financial interest.

(3) No employee of the Town of Ashland City shall be permitted to continue in, commence, or accept any position of outside employment, or other position of financial interest, if such outside employment, or other position of financial interest:

(a) Will unreasonably inhibit the performance of any affirmative duty of the city position or conflict with any provision of the city's charter or any ordinance or policy;

(b) Is likely to interfere with the employee's satisfactory performance of his or her duties and responsibilities; or

(c) Is incompatible with city employment in any way, including the appearance of any conflict of interest or impropriety. (as added by Ord. #335, June 2007)

1-410. Ethics complaints. (1) The city attorney is designated as the ethics coordinator for the Town of Ashland City. Upon the written credible request or ethics complaint of an official or employee potentially affected by a provision of this chapter, the city attorney shall gather and organize any information required to fully investigate the written request and shall forward such information to an attorney designated by the Ashland City Council as an ethics investigator. In all respects, the city attorney shall act as the city's liaison to the ethics investigator during, and at the conclusion of such investigation. The written ethics request or complaint shall be delivered to the city attorney as a sworn statement of facts, under oath, before a notary public. False statements of fact may be subject to a perjury charge. The mayor and city council shall be advised that an ethics inquiry is occurring.

(2) Such ethics investigator shall be chosen from anyone of three (3) attorneys approved annually by resolution of the city council as administrative law officers, and with whom the Town of Ashland City has entered into an agreement for compensation to act in such capacity.

(3) Such ethics investigator shall review all information provided by the city attorney and shall render a written advisory ethics opinion to the city

attorney as to whether any violations have occurred based upon this ethics policy or other applicable law. Should the ethics investigator require additional information, the city attorney shall be responsible for coordinating any other information, witnesses, or statements and providing such information to the ethics investigator. The subpoena power of the city council may be used to obtain information, if required. The ethics investigator shall report the findings to the city attorney within sixty (60) days of the complaint, unless more time is required and approved by city council action. Upon request, the ethics investigator may also be asked to issue a written advisory opinion about an ethics question or situation.

(4) Once the ethics investigator concludes an investigation and renders an opinion about a complaint or request, the city attorney shall forward such written opinion, along with any recommendations for action(s) to end or seek retribution for any activity that, in the ethics investigator's judgment, constitutes a violation of this code of ethics, to the Ashland City Council, the mayor, and, if the subject of the investigation is an employee, to the employee and such employee's department head. The opinion shall also be sent to the person(s) that filed the request or complaint.

(5) When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the investigation of such complaint shall proceed as heretofore described.

(6) Any complaint filed with malice or under false statements of fact or, in an obvious attempt to embarrass, shall be the subject of proper sanctions or disciplinary action. However, any city employee shall be able to file a valid complaint without fear of retaliation. Any supervisor, or any other employee, who harasses or retaliates against an employee filing a complaint shall be subject to disciplinary action, including dismissal.

(7) The interpretation that a reasonable person in the same circumstances would apply shall be used in interpreting and enforcing this code of ethics.

(8) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics. (as added by Ord. #335, June 2007)

1-411. Violations. An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action. (as added by Ord. #335, June 2007)

1-412. Appearance of impropriety. At all times, every Town of Ashland City employee or official, whether elected or appointed, shall conduct himself or herself in a manner so as to avoid even the appearance of any impropriety. (as added by Ord. #335, June 2007)

A/C Personnel Policy

The City provides an Employee Assistance Program at no direct expense to employees. The Town of Ashland City's EAP Program is operated by outside consultants and available free of charge to employees and family members living in the immediate household.

The EAP is a confidential service guaranteed by state and federal laws as well as professional licensing regulations. Confidentiality will be maintained regarding all contacts to the extent allowed by law. Appointments are kept confidential and information is not included in personnel records nor revealed to supervisors, coworkers, family or friends. Should an employee be referred to the EAP by a supervisor, the EAP can only confirm for the supervisor, upon their request, if the contact was made and the dates on which meetings took place. No other information will be released to the supervisor without the consent of the employee or a legal requirement to do so. Specific information is released only when the employee has signed specific written consent, the law requires it, or there is concern for client safety or the safety of others. Employees can contact their supervisors or the Human Resources Manager for more information.

Deferred Compensation Plan

Voluntary contributions can be made by the employee at a pre-taxed rate.

Long Term Disability Benefits

Premiums for long term disability insurance are paid by the City. There is a 6-month exclusionary period.

SECTION VI CODE OF ETHICS

This Title is the Code of Ethics for personnel of the Town of Ashland City. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words "municipal" and "municipality" include these separate entities.

Definition of "Personal Interest"

(1) For purposes of this Title, "personal interest" means:

- a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or
- b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or
- c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren); or
- d) Any such financial, ownership, or employment interest of the official's or employee's spouse's parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren).

The words "employment interest" include:

- (a) Any job, occupation, consultation, or other position for which the employee or official is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City; and

- (b) Any situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of a vote of any Town of Ashland City board, committee, or commission, or that is to be regulated or supervised by the Town of Ashland City.

In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter.

Disclosure of Personal Interest by Official with Vote

An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself/herself from voting on the measure.

Disclosure of Personal Interest in Non-Voting Matters

An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that it affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, or is in a reasonably apparent position of influence over such matter, shall disclose, before the exercise of the discretion or influence, when possible, the interest on a form provided by and filed with the Recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

Acceptance of Gratuities

An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality over the amount of \$50.00:

- (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
- (2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business.

Use of Information

- (1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.
- (2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity.

Use of Municipal Time or Facilities

- (1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself or herself. An official or employee may use a facility of the Town of Ashland City for his or her own personal use only upon express permission by the Mayor.
- (2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality.

Use of Position or Authority

- (1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.
- (2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for him/her or others that are not authorized by the charter, general law, or ordinance or policy of the municipality.

Outside Employment or Other Position of Financial Interest

- (1) Outside employment, or other position of financial interest, shall be defined as any job, occupation, consultation, or other position for which the employee is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City.
- (2) All positions of outside employment, or other position of financial interest, must be submitted on the Outside Employment form provided by the city and approved on an annual basis by the employee's respective department head prior to the acceptance, or continuance, of such outside employment, or other position of financial interest.
- (3) No employee of the Town of Ashland City shall be permitted to continue in, commence, or accept any position of outside employment, or other position of financial interest, if such outside employment, or other position of financial interest:
 - a. Will unreasonably inhibit the performance of any affirmative duty of the city position or conflict with any provision of the city's charter or any ordinance or policy;
 - b. Is likely to interfere with the employee's satisfactory performance of his or her duties and responsibilities; or
 - c. Is incompatible with city employment in any way, including the appearance of any conflict of interest or impropriety.

Ethics Complaints

- (1) The city attorney is designated as the ethics officer of the municipality. Upon the written request of an official or employee potentially affected by a provision of this chapter, they city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.
- (2) (a) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his

own initiative when he acquires information indicating a possible violation and make recommendations for action to end or seek retribution for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.

(b) The city attorney may request that the governing body hire another attorney, individual, or entity to act as ethics officer when he has or will have a conflict of interests in a particular matter.

(c) When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the governing body shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the governing body determines that a complaint warrants a further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the governing body.

- (3) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (4) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation, or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

Any complaint filed with malice or under false statements of fact or, in an obvious attempt to embarrass, shall be the subject of proper sanctions or disciplinary action. However, any city employee shall be able to file a valid complaint without fear of retaliation. Any supervisor, or any other employee, who harasses or retaliates against an employee filing a complaint shall be subject to disciplinary action, including dismissal.

- (1) The interpretation that a reasonable person in the same circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (2) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

Violations

An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

Appearance of Impropriety

At all times, every Town of Ashland City employee or official, whether elected or appointed, shall conduct himself or herself in a manner so as to avoid even the appearance of any impropriety.

ORDINANCE#

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE ARTICLE V., SECTION 5.053.2(C) I-2 SPECIAL EXCEPTIONS

WHEREAS, the Town of Ashland City Planning Commission has reviewed and discussed the amendment and has voted to recommend its passage; and

WHEREAS, the Mayor and Council of Ashland City, Tennessee has given due consideration to amend the Zoning Ordinance of the Town of Ashland City

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Article V., Section 5.053.2(C) be amended as follows:

5.053.2 I-2, Light Industrial District.

A. District Description:

This district, like the I-1 District, is designed for a wide range of industrial and related uses which conform to a relatively high level of performance standards. Industrial establishments of this type, within completely enclosed buildings, provide a buffer between Commercial Districts and other industrial uses which involve more objectionable influences. New residential developments are excluded from this district, both to protect residences from an undesirable environment, and to ensure the reservation of adequate areas for industrial development. Community facilities which provide needed services to industrial developments are permitted.

B. Uses Permitted:

In the I-2, Light Industrial District, the following uses and their accessory uses are permitted:

1. Warehousing, goods transport and storage uses.
2. Wholesale sales facilities.
3. Limited manufacturing facilities.
4. Intermediate manufacturing facilities.
5. Aircraft dealers.
6. Animal care and veterinary services.
7. Agricultural services.

8. Essential public transport, communication, and utility services.
9. Signs as regulated by City Sign Ordinance.
10. Plant and forest nurseries.
11. Building materials and farm equipment sales facilities.
12. Dairies and truck gardens.
13. Mini-Warehouse Facilities.

C. Uses Permitted as Special Exceptions:

1. Group assembly uses, other than racetracks (auto, motorcycle, dog, and horse), and drag strips.
2. Food and beverage service facilities.
3. Food service take-out facilities.
4. Commercial recreation facilities.
5. Contract construction services.
6. Consumer repair services.
7. Intermediate impact facilities.
8. Government administrative services.
9. Adult oriented business establishments subject to the supplemental requirements cited in ARTICLE VII, SECTION 7.060. (Added by Ord 319, July 11, 2006, Renumbering 9 to 10, 10 to 11, 11 to 12)
10. Planned developments as regulated in ARTICLE V, SECTION 5.060.
11. Outdoor Firearms Training Facilities.
12. Special institutional care facilities.
13. Propane Storage, refueling, and customer tank storage center.
14. **Outdoor storage materials to be used in manufacturing.**

D. Uses Prohibited:

Uses not specifically permitted or uses not permitted upon approval as a special exception.

E. Dimensional Regulations:

All uses permitted in the I-2, Light Industrial District shall comply with the following requirements except as provided in ARTICLE VI:

1. Minimum Lot Size: No minimum lot size is required in the I-2 District.
2. Minimum Yard Requirements:

Front Yard	60 feet
Side Yard	30 feet
Rear Yard	35 feet
3. Maximum Lot Coverage: On any lot or parcel of land, the area occupied by all buildings including accessory buildings may not exceed fifty (50) percent of the total lot area of such lot or parcel.
4. Height Requirements: No building shall exceed forty (40) feet in height, unless on-site water storage facilities or other acceptable firefighting equipment is approved by the town's fire department. If approved, buildings may attain to sixty (60) feet in height, except as provided in Article VI, Section 6.040.
5. Parking Space Requirements: As regulated in Article IV, Section 4.010.

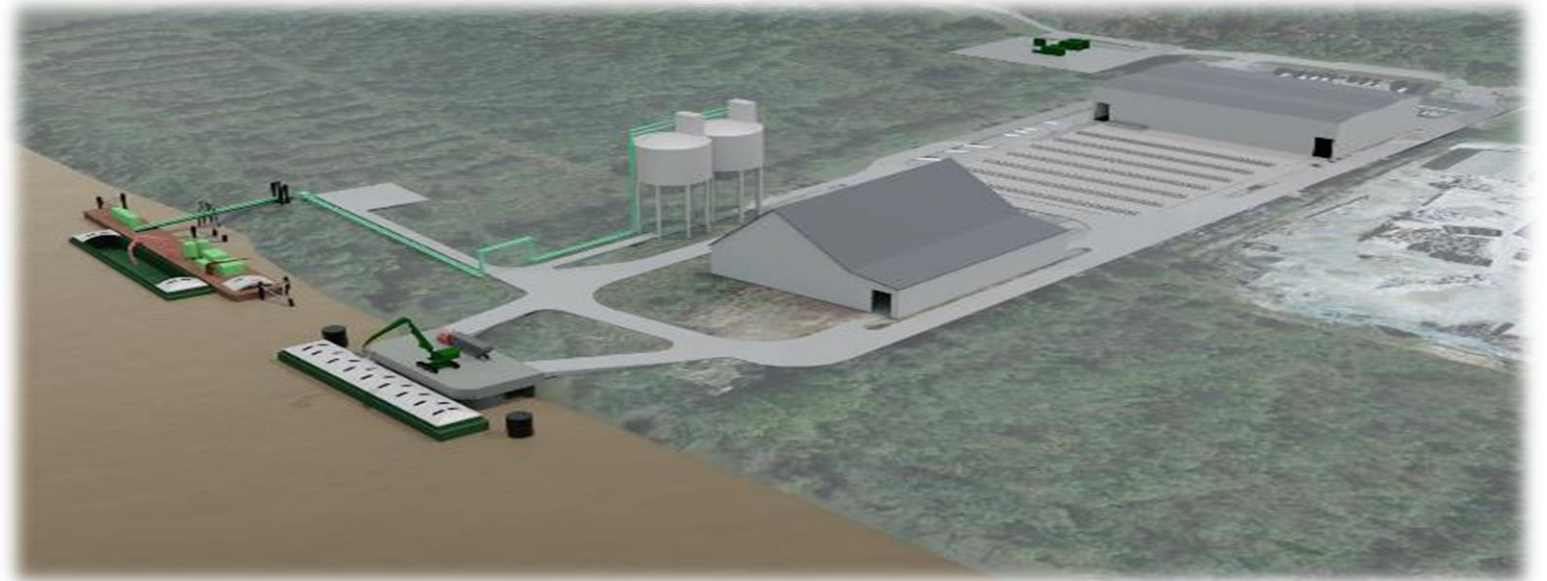
BE IT FURTHER ORDAINED, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

First Reading: _____, 2023
Second Reading: _____, 2023

ATTEST:

Mayor

City Recorder



Ashland City Terminal

Re-zoning Application for Ashland City
September 13, 2023

Contents of Application



Completed Application for
Reclassification of
Property Under Zone
Ordinance



Graphic Plat of Property
to be Rezoned



Names and Addresses of
All Landowners withing
1000 feet of property



Map showing all property
within 200 feet of proposed
property



Economic Impact
Analysis for Ashland City
Terminal

Executive Summary

With the continued commercial and industrial growth in Middle Tennessee, demand has been created for an additional marine cargo handling facility in Ashland City which will be located at 1037 Thompson Road. This marine cargo transfer facility will primarily unload barges containing non-hazardous break bulk and bulk commodities that will then be stored on site pending final delivery to manufacturing plants and industrial consumers throughout middle Tennessee. In this terminal development, Ingram will expend approximately \$41M for the development of multiple docks, warehouses, and material handling equipment supporting 24 full time jobs with an average annual wage of \$104,000.

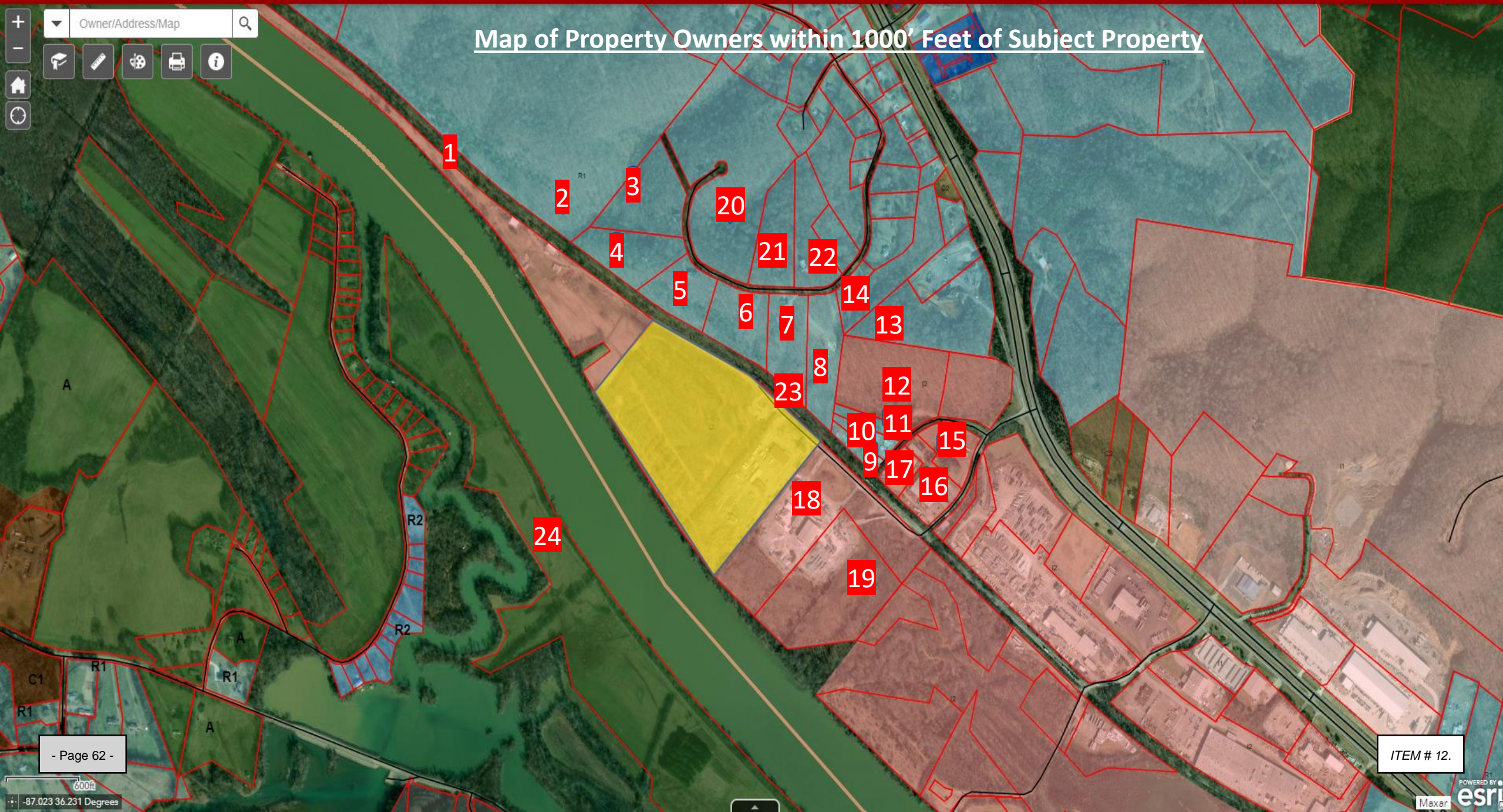
In accordance with Ashland City Zoning Codes, Ingram is requesting that 1037 Thompson Road be rezoned from Light Industrial (I-2) to Heavy Industrial (I-3) therefore facilitating the storage of break bulk materials outside of enclosed storage areas on paved laydown yards.

List of Property Owners within 1000 Feet

#	PARCEL OWNER REGISTERED	PARCEL ID #	Parcel Address	City, State	Mailing Address	Zoning
1	ADCOCK, FRANKLIN DWIGHT	062 07701 000	1043 THOMPSON ROAD	ASHLAND CITY, TN	SAME	I2
2	TRABUE, NELSON JR AND SUSAN TRABUE	062 07700 000	RIVERVIEW LANE (OFF)	ASHLAND CITY, TN	920 TRABUE DR, ASHLAND CITY, TN	R1
3	COOKE, MICHAEL BRIAN ETUX AMY BLACKMAN	062 07706 000	1045 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
4	SCHLUNDT, DAVID	062 07705 000	1039 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
5	FISHER, JACK	062 07714 000	1031 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
6	JERDON, BONNIE ETVIR HAROLD JERDON	062 07704 000	1015 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
7	LONG, CHERYL A	062 07703 000	1011 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
8	HOOTEN, ANTHONY D	062 07702 000	RIVERVIEW LANE	ASHLAND CITY, TN	2305 SEIFRIED ST, NASHVILLE, TN	R1
9	WALKUP, JUDY	065 04100 000	1040 GALLAHER RD	ASHLAND CITY, TN	SAME	R1
10	NEWMAN, STEVE	065 04101 000	1032 GALLAHER RD	ASHLAND CITY, TN	SAME	R1
11	WALKUP, DONALD ETUX JUDY	065 04102 000	1030 GALLAHER RD	ASHLAND CITY, TN	SAME	R1
12	WILKINS, ROD E	065 04200 000	HWY 12S (OFF)	ASHLAND CITY, TN	6441 BRESSLYN ROAD, NASHVILLE, TN	I2
13	WALKER, JASON	062 04101 000	HWY 12S	ASHLAND CITY, TN	PO BOX 849, ASHLAND CITY, TN	R1
14	HOOTEN, ANTHONY D	062 07715 000	RIVERVIEW LANE	ASHLAND CITY, TN	2305 SEIFRIED ST, NASHVILLE, TN	R1
15	REED, JERRY	065 04001 000	1020 THOMPSON ROAD	ASHLAND CITY, TN	1030 FOX HILL ROAD, ASHLAND CITY, TN	I2
16	THOMPSON, MARGARET S	065 04000 000	1030 THOMPSON ROAD	ASHLAND CITY, TN	21 WASHINGTON PARK, NASHVILLE, TN	I2
17	THOMPSON, DONALD F	065 04002 000	1032 THOMPSON ROAD	ASHLAND CITY, TN	1160 CHICKADEE CIR, HERMITAGE, TN	I2
18	THE BASSICHIS CO	065 02400 000	1035 THOMPSON ROAD	ASHLAND CITY, TN	PO BOX 968, KATY TX 77492	I2
19	THE BASSICIHIS CO	065 02500 000	THOMPSON ROAD	ASHLAND CITY, TN	PO BOX 968, KATY TX 77492	I2
20	MIKLICH, HENRY A	062 07707 000	1055 RIVERVIEW LANE	ASHLAND CITY, TN	1921 HWY 12S, ASHLAND CITY, TN	R1
21	AMONETT, EDWARD M	062 07711 000	1012 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
22	ALI, YASMINE SUBHI	062 07712 000	1010 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
23	NASHVILLE AND WESTERN RR ROW	ROW	N/A	N/A	P.O. BOX 788, NICHOLASVILLE, KY 40340	N/A
	STATE OF TENNESSEE	065 02300 000	3101 RIVER ROAD	N/A	312 8TH AVE NORTH, 22ND FL, NASHVILLE, TN	ITEM # 12.

Owner/Address/Map

Map of Property Owners within 1000' Feet of Subject Property



Owner/Address/Map

Map of Property Owners within 200' Feet of Subject Property

Orange Highlighted Parcels



Economic Impact Analysis*

10 Years Operating plus One-Time Construction

- Total Capital Investment - \$41.8M
 - Total Jobs Supported throughout Construction Period – 234
 - Total Full Time Direct Employment – 24 jobs
 - Total Indirect Employment – 21 jobs
- Total Economic Impact to Ashland City -\$91.7M
- Total Wage Impact - \$31.6M
- Total Net New Property Taxes - \$2.7M
 - Annual Local Tax Benefit - \$379,873
- Annual Average Wage - \$104,557

*Ashland City Economic Impact Analysis, Younger and Associates, 2023

September 2023

Economic Impact Analysis: Marine Cargo Facility

Ashland City, Cheatham County, TN

Prepared for:
Ingram Marine Group

PREPARED BY:



JACKSON » 97 DIRECTORS ROW | JACKSON, TN 38305 | 731.668.7367
MEMPHIS » 2157 MADISON AVENUE | MEMPHIS, TN 38104 | 901.272.5005

Ingram Marine Group Cargo Terminal Economic Impact Analysis

Introduction & Scope

Ingram Marine Group retained Younger Associates to conduct an analysis of the economic impact of a new marine cargo operation to be located in Ashland City, Cheatham County, Tennessee.

This analysis evaluates the full economic impact of the construction and ongoing operations of the new terminal and is based on a complete capital expenditure of \$41 million. It is intended to provide key stakeholders, policymakers, and elected officials with a better understanding of the economic significance of new developments like the one proposed by Ingram Marine Group.

The analysis is based upon data from the U.S. Bureau of Economic Analysis (BEA) and a model of the local economy utilizing historical employment patterns, wage rates, tax rates, and tax collection ratios. Primary data regarding site development costs and construction costs were provided by Ingram Marine Group.

The analysis provides impact projections from capital investments and ongoing operations of the terminal and is based on the full development of the terminal, which is subject to final customer demand for services. Impact is measured in terms of jobs, wages, and tax revenue, both direct and indirect.

Methodology

The economic impact calculations in this study were generated using a model of the Cheatham County economy based on regional input-output multipliers (RIMS II) from the U.S. Bureau of Economic Analysis (BEA). The BEA developed the RIMS II system based on historical economic activity at the county level for 372 industry sectors. The RIMS II multipliers account for inter-industry relationships within regions comprised of one or more counties, in both the public and private sectors. The multipliers were originally developed to estimate the regional impacts of public projects such as military base closings and airport construction. The multipliers eliminate the need for surveys, which can introduce bias into the data. It should be noted that the RIMS II Type II Multipliers are utilized in this analysis, which project the total indirect as well as the induced jobs. When the term “indirect job” is used, it includes the induced jobs as well.

To effectively use RIMS II multipliers for economic impact analyses, detailed geographical and operational information on the initial changes in output, earnings, or employment is utilized. This data, which includes capital investment costs and operational data such as operational spending, jobs, and wages, was provided by Ingram Marine Group. The model also utilizes local wage rates, local tax rates, historical local tax collection ratios, local property values, and historical regional consumer spending patterns.

Younger Associates has used this impact calculation methodology in hundreds of projects across the United States for more than 30 years. The methodology is recognized by the International Economic Development Council and utilized in courses by the Economic Development Institute. The Younger Associates model for impact analyses is highly accurate, yet slightly conservative by design, in projecting tax revenue generation.

Secondary data collected by Younger Associates from the U.S. Department of Labor - Bureau of Labor Statistics, the U.S Bureau of Economic Analysis, the State of Tennessee Department of Revenue, and the State of Tennessee Department of Labor and Workforce Development is also used in this analysis.

Impact Definitions

Economic Impact – the total dollar value of change in output from all industries within the local economy that results from \$1 of change in output from operations. This impact represents the total dollars flowing through the local economy due to the activity associated with the new marine cargo terminal.

Direct Jobs – the number of jobs directly employed by Ingram Marine Group.

Indirect Jobs – the number of jobs across all industries in the local economy supported by the ongoing operations of the marine cargo terminal. This includes jobs (or hours of work, which comprise portions of a job) of vendors and other businesses that provide direct services to the terminal, as well as induced jobs that are supported in ancillary sectors such as retail stores, restaurants, personal services, transportation, and all other industry sectors.

Local Taxes – the dollar amount of taxes collected for Ashland City and Cheatham County both directly and indirectly from local option sales tax and other, smaller local tax revenue sources such as business permits and alcohol and tobacco taxes. The state portion of sales tax and other state and federal taxes that are reapportioned to the city and county are not included.

One-Time Impact

Ingram Marine Group plans to invest \$41.8 million for construction and set-up of the new cargo terminal. This includes \$23.3 million for the building and \$18.5 million for equipment. This investment is projected to generate a one-time impact of \$56.2 million for the local economy during the construction and set-up period.

Additionally, 234 jobs will be supported during the development period. For example, should the construction period be two years, an average of 117 jobs would be supported annually. Total wages paid to jobs supported during the construction and set-up period are projected to be \$12.6 million.

Direct sales tax from taxable goods and services for the construction of the terminal and indirect sales tax generated by the spending of wages paid to jobs supported are estimated to total \$707,000 during the development period.

Impact from Ongoing Operations

Ingram Marine Group estimates an annual operating budget of \$2.7 million, and the annual economic impact generated by these operations is estimated to be \$3.5 million. This is a measure of the total dollars flowing through the Cheatham County economy because of the terminal's operations.

Jobs, Wages and Local Taxes

The ongoing operations of the cargo terminal will support 24 jobs directly paying \$2 million in wages. Operations of the terminal will support an additional 21 indirect jobs paying \$1.1 million in wages. Spending of wages paid to the direct and indirect jobs is projected to generate over \$104,000 in local indirect tax revenue annually.

Table 1: Summary of Economic Impact

Impact from Operations			
Metric	One-Time Impact from Construction	Annual Impact (at full operation)	10-Year Impact (includes one-time impact)
Economic Impact	\$ 56,211,160	\$ 3,550,774	\$ 91,718,904
Direct/Indirect Jobs	234	45	45
Wages (Direct & Indirect)	\$ 12,631,796	\$ 3,165,379	\$ 31,653,791
Local Sales Tax (Direct & Indirect)	\$ 707,534	\$ 104,230	\$ 3,568,200

The tables on the following pages contain detailed calculations supporting the numbers cited in this report.

Economic Impact Analysis

Project Summary

Company/Applicant:	Ingram Marine Group
Capital Investment: (new)	\$ 44,300,000
Jobs:	24
Annual Average Wage: (weighted average)	\$ 104,557
Annual Economic Impact:	\$ 3,550,774
Annual Net New Property Tax:	\$ 275,644
Annual Local Tax Benefit: (Direct & Indirect - All Sources)	\$ 379,873

10-Year Operations Impact, Plus One-Time Construction Impact

Economic Impact	\$ 91,718,904
Wages:	\$ 31,653,791
Net New Property Tax	\$ 2,756,436
Total Local Taxes: (Direct & Indirect - All Sources)	\$ 3,568,200

**Ashland City, Cheatham County, TN
Ingram Marine Group Cargo Facility
Economic Impact Analysis**

One-Time Expansion Impact		
Total Capital Investment	\$	41,800,000
Building - Real Property	\$	23,300,000
Final Demand Output Multiplier ¹		1.4077
Economic Impact	\$	32,799,410
Equipment Purchase/Set-up - Personal Property	\$	18,500,000
Final Demand Output Multiplier ²		1.2655
Economic Impact	\$	23,411,750
Local Sales Tax (Direct) 2.75%*	\$	459,800
Total Economic Impact	\$	56,211,160
Final Demand Employment Multiplier ³		5.6094
Jobs Supported During the Construction Period**		234
Cheatham County Projected 2023 Annual Average Wage ⁴	\$	53,873
Wages Paid to Jobs Supported During Construction Period	\$	12,631,796
Local Sales Tax Revenue (Indirect) ⁵	\$	203,561
Other Local Tax Revenue (Indirect) ⁶	\$	44,173
Total Tax Revenue	\$	707,534

**Assumes 40% of construction and equipment are subject to local sales tax.*

***Total employment for the construction period. If the construction period is two years, the annual average employment would be 117.*

**Ashland City, Cheatham County, TN
Ingram Marine Group Cargo Facility
Economic Impact Analysis**

Annual Impact of Operations		
Employment, Direct (New full-time equivalent jobs) *		24
Wages & Benefits, Direct*	\$	2,057,316
Direct Effect Employment Multiplier ⁷		1.8570
Total Employment		45
Employment, Indirect		21
Cheatham County Projected 2023 Annual Average Wage ⁴	\$	53,873
Wages, Indirect	\$	1,108,063
Total Wages	\$	3,165,379
Local Sales Tax Revenue (Indirect) ⁵	\$	51,010
Other Local Tax Revenue (Indirect) ⁶	\$	11,069
Indirect Local Property Tax Revenue ⁸	\$	42,151
Total Tax Revenue	\$	104,230
Annual Operating Budget*	\$	2,713,000
Final Demand Output Multiplier ⁹		1.3088
Economic Impact from Operations	\$	3,550,774

**Provided by the developer.*

**Ashland City, Cheatham County, TN
Ingram Marine Group Cargo Facility
Real Property Tax Schedule**

Appriased Value after Completion:	\$	22,000,000
Current Appraised Value:	\$	752,500
Net New Value:	\$	21,247,500
 Assessed Value after Completion: (40% Ratio)	 \$	 8,499,000

Cheatham County

Real Property - Land & Building	
Cheatham County Rate: \$2.4767	Full Taxes
Year 1	\$ 210,486
Year 2	\$ 210,486
Year 3	\$ 210,486
Year 4	\$ 210,486
Year 5	\$ 210,486
Year 6	\$ 210,486
Year 7	\$ 210,486
Year 8	\$ 210,486
Year 9	\$ 210,486
Year 10	\$ 210,486
Total	\$ 2,104,862

Ashland City

Real Property - Land & Building	
Ashland City Tax Rate: \$0.59	Full Taxes
Year 1	\$ 50,144
Year 2	\$ 50,144
Year 3	\$ 50,144
Year 4	\$ 50,144
Year 5	\$ 50,144
Year 6	\$ 50,144
Year 7	\$ 50,144
Year 8	\$ 50,144
Year 9	\$ 50,144
Year 10	\$ 50,144
Total	\$ 501,441

Total Taxes:	\$	2,606,303
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**Ashland City, Cheatham County, TN
Ingram Marine Group Cargo Facility
Personal Property Tax Schedule**

Cheatham County Personal Property			Ashland City Personal Property		
Cheatham County Rate: \$2.4767	Full Taxes 30% Assessment Ratio	MACRS Depreciation Schedule	Ashland City Tax Rate: \$0.59	Full Taxes 30% Assessment Ratio	MACRS Depreciation Schedule
Value	\$ 18,500,000		Value	\$ 18,500,000	
Year 1	\$ 13,745	0.100	Year 1	\$ 3,219	0.100
Year 2	\$ 24,741	0.180	Year 2	\$ 5,794	0.180
Year 3	\$ 19,793	0.144	Year 3	\$ 4,635	0.144
Year 4	\$ 12,646	0.092	Year 4	\$ 2,961	0.092
Year 5	\$ 10,171	0.074	Year 5	\$ 2,382	0.074
Year 6	\$ 9,072	0.066	Year 6	\$ 2,125	0.066
Year 7	\$ 9,072	0.066	Year 7	\$ 2,125	0.066
Year 8	\$ 8,934	0.065	Year 8	\$ 2,092	0.065
Year 9	\$ 8,934	0.065	Year 9	\$ 2,092	0.065
Year 10	\$ 4,536	0.033	Year 10	\$ 1,062	0.033
Total	\$ 121,644		Total	\$ 28,488	

Total Projected New Property Tax: \$ 150,133

Annual Average: \$ 15,013

Notes for Ingram Maine Ashland City Terminal Impact Analysis:

1. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Cheatham County, Tennessee for Construction. This multiplier represents the total dollar change in output that occurs in all industries for each additional dollar of output delivered by the specified industry.
2. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Cheatham County, Tennessee for wholesale trade support activities.
3. U.S. Bureau of Economic Analysis RIMS II final demand employment multiplier for Cheatham County, Tennessee for Construction. This multiplier represents the number of jobs supported per million dollars of output from the specified industry.
4. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for all industry sectors in Cheatham County, 2022. Assumes an average wage increase of 1.5% for 2023.
5. U.S. Department of Labor, "Consumer Expenditure Survey, Southern US" 2021; factor applied to direct and indirect wages to determine the rate of indirect or "downstream" expenditures on sales taxable goods and services at the Ashland City and Cheatham County local option rate of 2.75%.
6. Based upon July 2022 - June 2023 collections of business, motor vehicle and other local taxes compared to sales tax for Cheatham County.
7. U.S. Bureau of Economic Analysis RIMS II direct effect employment multiplier for Cheatham County, for truck transportation. This multiplier represents the total change in the number of jobs supported in all industries for each additional job created by the specified industry.
8. Indirect property tax for Cheatham County and Ashland City is based on the new direct jobs created by the company. For this calculation, it is assumed that 75% of the direct jobs reside in Cheatham County and represent one household per job. The 2023 median home value is utilized as a proxy for residential property value, to determine property tax generated per job. The residential assessment rate of 25% is utilized for all residences, including those in multifamily buildings assessed at 40%, and a combined Cheatham County (\$2.4766) and Ashland City (\$0.58) tax rate of \$3.06 per \$100 of assessed value is used to project the annual tax per job. The property tax from new or expanded commercial property that is generated indirectly from economic activity associated with the jobs supported by the company is not projected.
9. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Cheatham County, Tennessee for truck transportation.

Note: All calculations are in constant 2023 dollars. No tax rate increases are assumed.
The 2012/2021 RIMS II multipliers are utilized for this analysis.

STAFF REPORT
ASHLAND CITY PLANNING COMMISSION
October 2, 2023

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. September 7, 2023 meeting minutes

PUBLIC FORUM

NEW BUSINESS

2. Rezone Request: 1037 Thompson Road

Analysis – This is a request for rezoning approximately 38 acres from I-2 Light Industrial district to I-3 Heavy Industrial district. The new owner, Ingram Barge Company, wants to construct a marine cargo handling facility. While the use as a marine cargo facility is permitted in the I-2 district, outdoor storage of goods is not, and is only allowed in the I3 district as a special exception.

This is a difficult request to support as currently presented with current zoning ordinance language simply because of the treatment of outdoor storage. All uses permitted outright in the I-1 and I-2 districts are permitted in the I-3 district, outdoor storage materials to be used in manufacturing is a special exception and Extensive manufacturing facilities is a permitted use.

Staff suggests that this distinction may be the exact opposite of what may have been originally intended for uses in the I-3 district. While staff is struggling to support the change to I-3 because of the inclusion of Extensive manufacturing as a permitted use, an alternative that would travel along the same time line may be preferable. Staff suggests that Outdoor storage be made a permitted use in I-3 while Extensive manufacturing be made a special exception, essentially swapping their place in the listings within the I-3 district.

At the same time and with the same suggested ordinance change, staff recommends that “outdoor storage materials to be used in manufacturing” be made a special exception in the I-2 district. This would take the same time to go through the zoning ordinance amendment process as a rezoning but would provide oversight of outdoor storage uses and take Extensive manufacturing uses from permitted to a special exception in I-3. The need for a rezoning to I-3 would be replaced with a trip to the board of zoning appeals for review of a special exception for outdoor storage, just as it would if the property were rezoned to I-3 under the current ordinance language.

Recommendation – Staff suggests that an ordinance language amendment may be a better solution to the question of outdoor storage than a rezoning to I-3 and recommends such as the preferred course of action.

Analysis – This is a request for final site plan approval of Brookhollow Senior Apartments consisting of 33 one-bedroom units and 30 two-bedroom units – 63 units total. Several issues were addressed during preliminary site plan review, such as access to the rear of the building, fire protection, parking layout, etc. Those issues have been satisfactorily addressed. Remaining, minor issues have to do with the “look and feel” of the proposed development rather than the physical layout. Retaining walls are said to be engineered by another firm but are part of this proposal and, as such, subject to site plan review also. Retaining wall material is not specified but should be considered with this proposal. Outflow from the top of the hill travels over an energy dissipator before being released onto Brookhollow Drive. This should be given a better treatment since the ditch on the west side of Brookhollow is shallow and may not be capable of handling the amount of runoff being directed to it. One bay of parking spaces near the building appears to be graded in a way that will accumulate storm water. This should be rectified. Building elevations are not provided but should be a part of the discussion and approval process.

The last note in the Calculations/Reports section of the document titled “Plan Revision Re-Submittal #1” states this is a 92 bed establishment while the site plan notes 33 one bedroom units and 30 two-bedroom units. This calculation may be the same but needs to be better explained.

It is difficult to determine the total amount of disturbed acreage with this proposal but landscaping proposed has an installed caliper inch total of 35 inches, equivalent to one acre. If the disturbed area is larger than one acre, landscaping treatment should be adjusted accordingly.

12 of the 16 proposed sugar maple trees are shown to be placed in the Right-of-way of SR 49 (Frey Street). The intent of the landscape ordinance is that landscape material should be placed on the property where the owner has control of the landscaping and the maintenance of that landscaping. The owner would have no say in the matter if TDOT were to remove proposed trees and would not necessarily be liable for replacement. The site should be amended to show all landscape material to be placed within property boundaries.

Recommendation – While the site plan largely meets zoning ordinance requirements, some issues should be further discussed for consistency with the intent of the affected requirements. Staff recommends approval after discussion and resolution of those items. Any outstanding engineering issue solutions should also be made a part of approval.

OTHER

4. Article III: General Provisions Discussion

ADJOURNMENT

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION III. LEAVE OF THE
PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING
EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2021-29 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of November, 2023 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

Interim City Recorder

SECTION III – LEAVE

LEGAL HOLIDAYS

All offices and shops of the Town of Ashland City, Tennessee, except emergency and necessary operations, will be closed and employees excused on the following legal holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Election Day	First Thursday in August
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	Tuesday following the first Monday in November (Even years only)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

When a holiday falls on Saturday, offices will be closed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

To receive compensation for a holiday, employees eligible for holidays must be in a pay status (not on leave without pay or on worker's compensation) on their last regular shift scheduled before a holiday and their first regularly scheduled shift after a holiday.

Employees required to work on one of the above listed holidays shall receive his regular pay for the holiday worked and an additional days pay as holiday pay. Further, if on an on-call status during a holiday week when called out the employee will be paid at the overtime rate of 1 ½ times the employee's regular rate. This includes those employees called in by the dept. head to help the on-call person during a holiday week. Employees are only paid overtime if they have exceeded forty (40) hours in the work week. It shall be the department heads responsibility to report to payroll the names, hours, and dates of employees who work holidays. This shall be reported as soon as possible, but in no case, later than three workdays after the holiday.

Any employee on sick leave before and after a holiday is assumed to be sick on the holiday and will receive holiday pay.

Legal holidays falling within an employee's vacation period are not to be counted as vacation days.

ACA Reporting 2023

Part I: Employer Info

Please provide the following information to ensure that the data we have on file is correct.

Company Legal Name	
Company Mailing Address	
Employer ID Number (FEIN)	
Company Contact Person	
Contact's Phone Number	
Avg # of employees in 2022 & 2023	

Part II: Data Validation

Please choose **one** option below.

Option 1 I would like Benefits, Inc. to provide me with a data extract (excel spreadsheet) that contains all of our employee data currently on file. I will look through the data and add missing employees that were employed in the year 2023 and I will also provide termination dates for employees that are no longer active. I will return this excel spreadsheet to Benefits, Inc. by close of business on **December 31, 2023.**

Option 2 I would like to send my own excel spreadsheet, matching the format of the provided census template. This spreadsheet will contain all employees that were employed at any time during the calendar year 2023, including terminations. (e.g. Payroll report, HRIS extract) I agree to provide the data requested to Benefits, Inc by close of business on **December 31, 2023.**

Data received after the deadlines above may jeopardize the ACA filing being completed by the IRS deadline, therefore resulting in a late filing.

Benefits, inc.

RELEASE OF LIABILITY AND AGREEMENT TO HOLD HARMLESS

In exchange for the ability to use and access software owned and maintained by Benefits, Inc. known as Employee Navigator/BenefitsLinc, (the software), _____, the company, does hereby agree to the following:

1. The company hereby releases and discharges Benefits, Inc., its employees, agents, and owners from any liability whatsoever from any injuries or damages that may arise through the Company's use or access of the software.
2. In the event, Benefits Inc., its employees, agents or owners enters information into the software provided by the company, then no person affiliated or associated with Benefits, Inc. shall be responsible for ensuring the accuracy or correctness of the information provided, as Benefits, Inc. is not independently verifying that any information provided by the company is correct.
3. The company further agrees to indemnify, hold harmless and defend Benefits, Inc. against any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney's fees, and other costs of litigation which may arise in any way, through the company's use of the software.

Printed Name

Signature

Date

Company Name

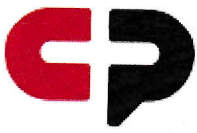
Title

Estimated 2023 Service Fees *(Pricing is subject to change by Employee Navigator)*

Service	1-50	51-100	101-250	251-500	501-1000	1001+
Federal E-file & Print/Mail Per Form	\$6.64	\$5.55	\$4.52	\$3.58	\$2.60	\$2.03
Federal E-file & Print/Mail Per Form (Peak)	\$7.64	\$6.55	\$5.52	\$4.58	\$3.60	\$3.03
Federal/State E-file & Print/Mail Per Form	\$7.48	\$6.35	\$5.25	\$4.16	\$3.00	\$2.28
Federal/State E-file & Print/Mail Per Form (Peak)	\$8.48	\$7.35	\$6.25	\$5.16	\$4.00	\$3.28

**Employee Navigator Pricing Schedule. Benefits, Inc. does not charge any additional amount above and beyond that of Employee Navigator. *Peak pricing occurs on the day before and the day of the IRS deadline.*

Note: In order to stay compliant with certain state laws, sales tax will be applied.



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Kellie Reed,

As a valued CivicPlus customer, this letter is to notify you about an upcoming change to our solution pricing that will impact Ashland Tennessee on 11/1/2023 as part of your annual contract renewal.

Over the past several years, as our nation and community leaders have battled many unprecedented economic and societal challenges, we have strived to be a consistent, reliable technology partner whose solutions empower your successful operations and communications throughout these turbulent times. In response to our desire to support governments' recent staff and budget challenges, we have held our solution pricing as flat as possible.

However, we must continue to prioritize the stability of our people and systems against a backdrop of record inflation and soaring costs. Therefore, we will be increasing our pricing of the Web Open solution from USD 2,568.00 to USD 2,824.80 effective on your next renewal on 11/1/2023. Unfortunately, CivicPlus will not be able to renew your agreement on the current terms. To solve this issue, we have attached terms that will allow your account renewal.

We have tried connecting with you over the phone and through email so we could discuss this directly and help answer any questions you may have. If you want to connect, please don't hesitate to email us and schedule a time to talk.

With these changes comes a robust set of product enhancements and first-to-market integrations, including:

- CivicPlus Portal – A free digital hub that makes it easy for residents to obtain information and resources and interact with their local government from a personal and customizable interface and that embeds in your Municipal Website Central solution
- Migration to Drupal version 9 for enhanced functionality and configuration options
- Platform authentication (single sign-on)
- Unlimited ongoing group user training
- Integrated Google Analytics (G4)

Please share this information with all those in your administration who will need this information for 2023 budgeting purposes. In addition, please contact the undersigned account manager if you have any questions about these changes.

CivicPlus remains committed to ensuring our solution pricing and service fees never become a barrier to your digital transformation and civic experience needs. Again, we thank you for your continued partnership and support.

Thank you,

Ashley Hardesty



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-45075-1
6/21/2023 4:45 PM
ASHLAND CITY,
TENNESSEE

QTY	Product Name	DESCRIPTION
1.00	Municode Web Premium Civic Open Subscription Renewal	Municode Web Premium Civic Open Subscription
Annual Recurring Services - Initial Term		USD 2,824.80

1. This renewal Statement of Work ("SOW") is between Ashland Tennessee ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the original services agreement signed by Customer and CivicPlus and each applicable statement of work signed by the parties for the services listed herein (collectively, referred to as the "Agreement"). The terms of this SOW shall control and supersede any conflicting terms of the Agreement with respect to the services listed herein (the "Services").
2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 11/1/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.
4. Except as set forth in in this SOW, all terms in the Agreement shall remain in full force and effect and no modification thereto shall be valid unless in writing and agreed upon by CivicPlus and Customer. This SOW embodies the entire agreement between the Parties with respect to this Amendment.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

CivicPlus® 2023 Solution Price Increase Frequently Asked Questions

Q. Why is CivicPlus increasing its solution prices?

A. Over the past several years, as our nation and community leaders, have battled many unprecedented economic and societal challenges, we have strived to be a consistent, reliable technology partner whose solutions empower your successful business operations and communications throughout these turbulent times. In response to our desire to support local governments' recent staff and budget challenges, we have made our solution pricing as flat as possible.

However, it is due to a combination of many events that has led us to make this one-time adjustment to our pricing. Our costs continue to go up relentlessly, and we desire to keep the high level of service we provide and improve it every year. Our teams are working hard on improving efficiency; however, it is not enough to keep up with rising costs. We recently invested heavily in cybersecurity protection for all our customers and are working hard to establish integrations between all the products and tools we provide.

By increasing our solution pricing, we will be better positioned to remain a competitive player in the marketplace, hire and retain top talent—particularly in the software engineering space—and reinvest in our technology to ensure our functionality is keeping pace with the needs of governments.

Q. When will my new pricing be effective?

A. On the renewal date of each customer contract order.

Q. My account executive promised three years with no price increase. Are we, therefore, exempt from this increase until the end of that term?

A. We will honor the terms of existing, fully executed contracts. Please contact your growth account manager to discuss this.

Q. Can we opt out of the additional services you offer to keep our pricing flat?

A. All solution enhancements will be available to all customers. Therefore, we cannot exclude them on an account-by-account basis.

Q. Are there any additional product benefits to us as a customer?

A. We have made changes to several products that add benefits – please reach out to us to better understand how this may impact your organization.

Q: You mentioned inflation as part of your price increases, but the recent economic inflation was only transitory and is now slowing.

A: Higher costs resulting from inflation are only one contributing factor to the need for a price adjustment.

Q. CivicPlus has private equity investment and purchased two companies in two years, indicating you have adequate funding and financial reserves. So, why are you passing on a price increase to your public sector customers?

**REQUEST FOR USE OF
CHEATHAM COUNTY SCHOOLS & FACILITIES
BY COMMUNITY ORGANIZATIONS**

Central Office Use

Date Rec'd _____

Invoiced _____

Paid _____

Request Emailed to school _____

School to be Used: Ashland City Elementary School 1

Purpose of Use: Parade Line Up Expected Attendance 100

Organization Name: Town of Ashland City

Request Made By: Gayle Bowman Title in Organization Finance Director

Mailing Address: 233 TN Waltz Pkwy Suite 103 City Ashland City Zip 37015

Cell Number: 615-934-4094 E-Mail gbowman@ashlandcitytn.gov

BUILDING USAGE - FILL THIS FORM OUT IN ITS ENTIRETY - MUST BE SUBMITTED 2 WKS PRIOR TO EVENT

Date & Days of Use Saturday, December 2, 2023 S M T W TH F (S)

Reoccurring Use N/A S M T W TH F ST

Weekly on: N/A

Reoccurring Use N/A 1st 2nd 3rd 4th 5th S M T W TH F ST

Monthly on: N/A

Starting Date December 2, 2023 Ending Date December 2, 2023

Starting Time 9:00 X AM PM Ending Time 9:00 AM X PM

FEE SCHEDULE - If applicable *DO NOT LEAVE BLANK*

Area(s) Needed		*DO NOT LEAVE BLANK*	
Classroom(s) Room #	_____	\$15 / hour per room	\$ _____
<i>Limited classroom use per board policy</i>			
Auditorium		\$40 / hour	\$ _____
Stage Light <u> </u> Y <u> </u> N	One fee for either or both	\$40 / hour plus \$25 / hour personnel fee (plus taxes)	\$ _____
Sound System <u> </u> Y <u> </u> N			
Gymnasium		\$40 / hour	\$ _____
Auxiliary Gym (High Schools Only)		\$30 / hour	\$ _____
Gym for Jr. Sports Groups Only		\$20 / hour	\$ _____
Cafeteria		\$20 / hour	\$ _____
Stadium/Track/or other Game Field		\$40 / hour	\$ _____
Campus (Outside Building, <u>Parking Lot</u>)		\$20 / hour	\$ _____
Supervision - Required			
Building Supervision <i>See Note 1</i>		\$25 / hour (plus taxes)	\$ _____
Name of Supervisor _____	<input type="checkbox"/>	Check if supervisor is waiving fees.	
Custodial Services		Check here if needed	<input type="checkbox"/>
<i>*Custodial service based on actual time j cleaning as needed and determined by contractor</i>			
Food Service Usage		(Hourly fee will be charged for Food Service Personnel who must be present if kitchen is opened.)	\$ _____
Kitchen/Equipment to be Used _____			\$ _____
Special Instructions: _____		TOTAL ESTIMATED FEE	\$ _____

Note 1: When multiple rooms are used, supervision is calculated on one room. Supervision for outside as required

MAKE PAYMENT TO: CHEATHAM COUNTY SCHOOLS, 102 Elizabeth Street Ashland City, TN 37015
*No funds shall be paid individually to any employee or individual school for use of facilities.
 Hold Harmless Clause on page 2 must be completed. See page 2 for policy and procedures.*

REQUEST FOR USE OF CHEATHAM COUNTY SCHOOLS & FACILITIES

All organizations requesting use of Cheatham County School Facilities shall ATTACH a Certificate of Insurance with the Request for Facilities Use form. The Policy must name Cheatham County Board of Education as additionally insured for no less than ONE MILLION DOLLARS (\$1,000,000.00) for the duration of the organization's use of the facility. PLEASE MARK "PUBLIC SCHOOL USE" ON THE CERTIFICATE along with "No Participant is Excluded".

AGREEMENT

I/We agree to be responsible for the conduct of the audience in and about the building and for any damage incurred. I/We have reviewed the policy rules and regulations of the Cheatham County Board of Education, and further agree that the school property will be used in accordance with the rules and regulations of the Cheatham County Board of Education. I/We understand that no contract shall extend beyond June 30th of the current fiscal year.

I/We agree to indemnify and hold harmless the CHEATHAM COUNTY BOARD OF EDUCATION from:

- (A) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole from the organization's use of the facility described above: and.
- (B) Any claims, damages, penalties, costs and attorney fees arising from any failure of the organization, its officers, employees and/or agents, to observe applicable laws.

I/We further acknowledge that the Cheatham County Government does not warrant that the facility requested is being currently maintained and will not be responsible for inspection and maintenance of the facility while it is being used by the requesting organization.

I/We understand that building supervision, custodial services, cafeteria worker and cafeteria manager fee will be charged as needed for building supervision, clean up, and use of kitchen facilities. I/We agree to pay the amount(s) billed after use of the facility. *Please do not alter the verbiage on this form in any way*

Authorized Signature	Date
Name: (Please Print)	

PAYMENTS SHALL ONLY BE MADE TO:

Cheatham County School System
c/o Finance Department
102 Elizabeth Street
Ashland City, TN 37015

FORWARD COMPLETED REQUEST TO: SCHOOL PRINCIPAL

QUESTIONS? Maintenance/Transportation Department - Jeff Hobbs
615-792-5664 jeff.hobbs@ccstn.org

Upon acceptance by the CCBOE Maintenance/Finance Department,
an approved copy of this Request will be returned to School Administration.

PRINCIPAL SIGNATURE - Facility is available during time and dates requested:	
This does not constitute final approval which resides with Maintenance & Transportation/Central Office	
*Note to Principal: Do you feel there is a need for a law enforcement officer to be present for this event?	Yes No
If yes, please explain:	
Central Office/Finance Department - Event falls within policy guidelines and insurance sufficient for use. <input type="checkbox"/>	
Date	

Revised 5/18/2023

* In the event of an emergency, call 9-1-1, start CPR and retrieve and use the nearest AED*



Town of Ashland City

P. O. Box 36 233 Tenn Waltz Pkwy Ste 103
Ashland City, Tennessee 37015
Phone 615-792-4211 Fax: 615-792-3501

October 10, 2023

To Whom It May Be Concerned,

We would like to ask for a waiver of the \$20/hour fee. The ACES parking lot will be used for the parade line up of floats and trucks carrying Cheatham County School students.

We have many football players, basketball players, cheerleaders and other school-aged groups who participate in the parade. We are looking for ways to keep our children safe.

Shhh.... Santa will be up the road at a church to waive to the students as they make their way to the Bypass to join in the parade line up. No one misses an opportunity to see Santa.

ACES will be the drop off site before parade from 3 pm to 4:30 pm and then the pickup site for after parade around 6:30 pm.

If you have any questions, please contact me at 615-792-4211.

Respectfully,

Gayle Bowman, CMFO
Financial Director
Town of Ashland City
gbowman@ashlandcitytn.gov

LEASE AGREEMENT

This Lease Agreement (the "Agreement") entered into on this the 12th day of February, 2019 by and between the Cheatham County Board of Education, hereinafter called the Lessor, and the Town of Ashland City, hereinafter called the Lessee.

WITNESSETH:

That the Lessor does by this Agreement lease and remise to the Lessee certain real property (the "Real Property") adjacent to Ashland City Elementary School for the purpose of incorporating of the softball fields into the Lessee's park program, primarily for the purpose of athletics. Both parties acknowledge and agree that no survey has been conducted of the Real Property and that Lessor does not provide any warranty or guarantee as to the dimensions, ownership, or any encumbrances, both recorded and unrecorded, that may impact the Real Property. The Real Property is leased in as-is condition.

The term of this Agreement shall be for a period of five years commencing on the date of this Agreement unless the Agreement is otherwise terminated by action of any term or condition of this Agreement.

While both parties acknowledge that this lease of the Real Property is made for good and valuable consideration, there shall be no monetary consideration for this Agreement. Notwithstanding the foregoing, the Lessee shall maintain concession stands at the Real Property, and the ball fields presently existing on the Real Property for the use and purpose of athletics. The Real Property and any improvements, fixtures, structures, and additions shall revert in full to the Lessor upon expiration of the lease term or the expiration of this Agreement. The Lessee shall be responsible for maintaining the Real Property in a safe condition in compliance with all Federal, State and local laws and regulations, including, but not limited to, mowing and maintaining the Real Property for use as athletic fields. The Lessee shall provide the lighting for said fields and be responsible for the cost, maintenance, and upkeep of all utilities on said lighting. Except for ordinary wear and tear, Lessee shall promptly reimburse Lessor for any costs that Lessor may incur in making repairs and alterations in and to the Real Property or facilities, systems or equipment of the Real Property, where the need for such repairs or alterations is caused by any of the following: (a) Lessee's use or occupancy of the Real Property in a fashion that contravenes any provision of this Agreement; (b) the installation, removal, use, or operation of Lessee's property; (c) the moving of Lessee's property into or out of the Real Property; or (d) any tortious act, omission, misuse, or negligence of Lessee.

The Lessee agrees that it will not allow any claim for materials, labor, or any other expense to become a claim or lien against Real Property and that any lien, security interest, or claim for funds shall not attach to the fixtures, structures, improvements, or additions placed or already existing upon the Real Property.

The Lessor shall maintain general liability coverage on the Real Property and hereby indemnifies and holds the Lessee harmless as permitted by law for any injuries or damages to third parties including invitees and guest of the Lessee, unless such injuries or damages were caused by the intentional act or negligent omission of Lessee or its officers, employees, contractors, or invitees. Lessor understands that the property will be used for sports leagues including but not limited to softball, baseball, and football.

Initials:

Initials: CB

Date: 2-12-19

Date: 3/22/19

The Lessee agrees to maintain the Real Property in a clean and orderly fashion in compliance with all Federal, State, and local laws and regulations and is solely liable and responsible for all maintenance and costs thereof. Lessee shall indemnify, defend and hold harmless Lessor from and against all claims, suits, demands, response costs, contribution costs, liabilities, losses, or damages (including, without limitation, reasonable attorneys' fees), directly or indirectly arising out of the existence, use generation, migration, storage, transportation, release, threatened release, or disposal of Hazardous Materials in, on, or under the Real Property or in the groundwater under the Real Property and the migration or transportation of Hazardous Materials to or from the Real Property or the groundwater underlying the Real Property, to the extent that any of the foregoing is caused by Lessee. This indemnity extends to the costs incurred by any Lessor to repair, clean-up, dispose of, or remove such Hazardous Materials. Hazardous Materials is hereby defined as any hazardous waste or hazardous substance as defined in any laws applicable to the Real Property, including asbestos or asbestos-containing materials, radon gas, petroleum or petroleum fractions, urea formaldehyde foam insulation, transformers containing levels of polychlorinated biphenyls greater than 50 parts per million, medical waste, biological materials (including without limitation blood and blood products), electromagnetic fields, mold and chemicals known to cause cancer or reproductive toxicity, whether or not defined as a hazardous waste or hazardous substance in any statute, ordinance, rule or regulation.

The Lessee agrees that its use of the Real Property shall be exclusive with the exception of any use, occupancy, program or event, authorized, conducted, or supervised by Ashland City Elementary School or the Lessor and that said use, occupancy, program or event, authorized, conducted, or supervised by the Ashland City Elementary School or the Lessor shall be without charge, fee, rental, or payment of any kind.

The parties agree that in the event the Real Property ceases to be used for the purpose of athletics that this Agreement shall terminate and all fixtures, structures, and improvements located upon the Real Property shall revert to the Lessor. Lessee shall also have the option to terminate this agreement upon giving thirty days' written notice to Lessor.

The parties further agree that in the event the Lessor deems it necessary to utilize the Real Property in such a manner as to frustrate the intent of this Agreement in providing facilities for athletics that this Agreement may be terminated at the end of the athletic season at the sole option and discretion of the Lessor by giving written notice to the Lessee of its intent to terminate this Agreement. All personal property of the Lessee shall be removed within fifteen (15) days of the termination or expiration of this Agreement.

The parties agree that this is their full and complete agreement and that there are not oral understandings not otherwise incorporated herein.

The parties agree that this document is binding not only upon the signatory parties but upon their successors, assigns, and their respective organizations and boards.

Lessee shall not sublet or assign any part or all of the Real Property without the prior written consent of Lessor.

The parties agree that violation of any term or condition of this Agreement may be construed by the nonviolating party as a violation of the Agreement in its entirety and treated as breach.

This Agreement shall be governed by, interpreted under, and construed and enforced in

Initials: AH

Initials: CB

Date: 2-12-19

Date: 3/22/19

accordance with the laws of the State of Tennessee applicable to agreements made and to be performed wholly within Tennessee.

This Agreement has been approved by the Ashland City Council and the Cheatham County Board of Education.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized.

TOWN OF ASHLAND CITY

CHEATHAM COUNTY SCHOOL BOARD

By: Steve P. Allen

By: Catherine Beck

Signature

Signature

Mayor Steve Allen
Name and Title

Catherine Beck, Director of Schools
Name and Title

2-12-19
Date

3/22/19
Date

Initials: SA

Initials: CB

Date: 2-12-19

Date: 3/22/19

**DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
&
CONSENT TO EASEMENT
ASHLAND CITY PARK
AT
CHEATHAM LOCK & DAM
Tract Nos. E-514-1, E-514-2, E-515, E-516-E & E-517-E**

THIS LEASE is made on behalf of the United States and the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **THE TOWN OF ASHLAND CITY, TENNESSEE**, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit, "A" attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of twenty (20) years, beginning 28 February 2004 and ending 27 February 2024.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee to, Town of Ashland City, P. O. Box 36, 101 Court Street; Ashland City, Tennessee, 37015 and if to the United States, to the District Engineer, ATTN: Chief, Real Estate Division,

Non-State Park Lease
23 November 1998

801 Broadway, Nashville, Tennessee, 37202, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibit "C" which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than 30 June of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the District Engineer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased premises.
- g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer.

During the term of the lease, the District Engineer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on RESTORATION. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the Condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the District Engineer and the Lessee to reflect the condition of said property and said improvements. A copy of said report is attached hereto as Exhibit "A" and made a part hereof. Upon the expiration,

revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the Condition on **PROTECTION OF PROPERTY**.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall establish and

maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or, at the election of the District Engineer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of,

maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit.

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1,000,000.00 whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefore, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

The government has granted an easement right-of-way to the Cumberland Electric Membership Corporation for a electric power line under Easement No. DACW62-2-96-0035 utilizing 1.00 acre, more or less, over and on Tract E-514.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the

Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on NOTICES.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the District Engineer will have the option to revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino type devices that would detract from the family atmosphere. District Engineers may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPEMNT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. (1) A claim by the Lessee shall be made in writing and submitted to the said officer for a written decision. A claim by the Government against the Lessee shall be subject to written decision by the said officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

- (ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief;
 - (iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.
- (3) (i) If the Lessee is an individual, the certificate shall be executed by that individual.
- (ii) If the Lessee is not an individual, the certification shall be executed by:
- (A) A senior company official in charge at the Lessee's location involved;
- or
- (B) An officer or general partner of the Lessee having overall responsibility of the conduct of the lessee's affairs.

d. For Lessee claims of \$100,000 or less, the said officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the said officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The said officer's decision shall be final unless the Lessee appeals or files as suit as provided in the Act.

f. At the time a claim by the lessee is submitted to the said officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the said officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the said officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of the said officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, include swage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as Exhibit "B" Upon expiration, revocation or termination of this lease, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the District Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on RESTORATION.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall

immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed. The Lessee may also contact the Tennessee State Historic Preservation Officer, 2941 Lebanon Road, Nashville, Tennessee 37243-0422.

30. SOILS AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized the District Engineer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat.1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

36. MAINTENANCE & DEVELOPMENT

The lessee will limit all maintenance activities to the existing grassy area within the leased area. No cutting of woody vegetation will be allowed without prior approval of the Cheatham Lake Resource Manager. No future development will be allowed in the established wooded areas.

37. CONSENT TO EASEMENT

A portion of the area to be utilized by the lessee is located on lands the Government has acquired a perpetual easement and right to flood over. Consent of the Government is given for use in connection with this lease for public park and recreational purposes on Tracts E-516-E and E-517-E, totaling approximately 1.10 acres, more or less, as shown in green, on Exhibit "A" of the lease.

PROVIDED HOWEVER, that this consent is subject to the following conditions:

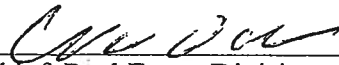
1. The government reserves the right to remove natural and artificial structures or obstructions, including timber and other natural growths and any other obstructions, growths, accumulations, brush, trash, filth and any other thing, which, in the opinion of the duly authorized representative of the United States in charge, may be considered to be detrimental to the operation and maintenance of the project and a hazard to navigation.
2. That no buildings and/or improvements shall be erected or permitted to be erected by the lessee within the area without prior approval of the authorized representative of the United States in charge of the project.
3. All activities conducted on premises shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

4. That the giving of this consent does not in any way subordinate the United States prior easement rights. The United States shall in no case be liable for any damage or injury to the structures herein consented to, which may be caused by any action of the United States under its easement, or that may result from future operations undertaken by the United States, and no claim or right to compensation shall accrue from such exercise of the United States' easement rights.

5. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the consented activity.

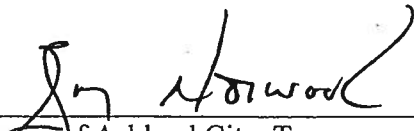
Prior to executing this lease the Condition 19 was modified by adding a paragraph after the word Engineer. Condition 29 was modified by adding the address of the Tennessee State Historic Preservation Officer. Conditions 36 and 37 were added. Condition 8b was deleted.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 21st day of March, 2004.



Chief, Real Estate Division
Real Estate Division
U.S. Army Corps of Engineers
Nashville District

THIS LEASE is also executed by the Lessee this 26th day of February, 2004.



Town of Ashland City, Tennessee
By Gary Norwood
Mayor

I Gary Norwood certify that I am the Mayor of the Town of Ashland City, Tennessee, that Gary Norwood who signed the foregoing instrument on behalf of the grantee was the Mayor of Town of Ashland City, Tennessee. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantee in executing said instrument.

Date 2-26-04

ACKNOWLEDGMENT

STATE OF Tennessee)
COUNTY OF Davidson) : ss

On this 26th day of March, 2004, before me the undersigned Notary Public, personally appeared William O. Barnes, Real Estate Division, U.S. Army Engineer District, Nashville District known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

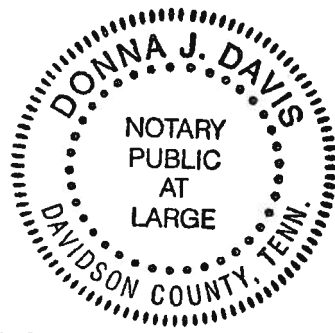
Donna J. Davis
Notary Public

My Commission Expires:

5/30/2007

THIS INSTRUMENT PREPARED BY:

Joe Pendergrast
Joe Pendergrast, Realty Specialist for the U.S. Army Corps of Engineers, Nashville District



My Commission Expires MAY 30, 2007

REVIEWED FOR LEGAL SUFFICIENCY BY:

Diane Siburt
Diane Siburt, Attorney

LEASE AREA
PARCEL - 2
4.90 ACRES

LEASE AREA
PARCEL - 1
3.80 ACRES

CONSENT-TO-EASEMENT
PARCEL - 3
1.10 ACRES

CUMBERLAND RIVER
CHEATHAM LAKE

CHEATHAM LAKE PROJECT

LEASE
AND
CONSENT-TO-EASEMENT
TO

ASHLAND CITY
RIVER BLUFF PARK

FOR
PUBLIC RECREATION

SCALE: 1" = 300' JANUARY 2004

EXHIBIT "A"

ENVIRONMENTAL BASELINE STUDY STATEMENT OF FINDINGS

The information contained in this statement is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA) 42 U.S.C. 9620(h).

1. REAL PROPERTY TRANSACTION: Lease of Lands to the Town of Ashland City, Tennessee for public park and recreational purposes, portions of Tract Nos. E-514-1, E-514-2, E-515, E-516-E and E-517-E, Cheatham Lock and Dam Project, Tennessee.

2. COMPREHENSIVE RECORDS SEARCH: The Grantor has made a search of its records concerning the property subject to the lease request. The records search, completed on January 15, 2004, consisted of the tracts indicated on the subject request. The following is a summary of the records searched:

Lakeshore Management Plan, Cheatham Lake, dated October 1979

Master Plan for Development and Management, Cheatham Reservoir, Cumberland River, April 1958, Updated January 1983

Operational Management Plan, Cheatham Lake, Cumberland River, July 1990

Final Environmental Impact Statement, dated November 1975, Cumberland River, Tennessee and Kentucky

Review of the records and files in the Operations, Construction, and Readiness Division, Logistics Management Office, Safety and Occupational Health Office, Environmental Resource Branch, and the Real Estate Division including, but not limited to, area maps, aerial photographs, titles, descriptions, improvements, deeds, records.

3. SITE DESCRIPTION: The Town of Ashland City, Tennessee has requested the use of approximately 9.80 acres, more or less, of Government fee land, water area, and flowage easement. The requested site is situated on an area above the riverbank of the Cumberland River which has been developed into a public park, consisting of open grassy areas, bordered by Puzzle Fool Creek on the south and State Route 49 on the north. Puzzle Fool Creek has well developed woody

EXHIBIT 18

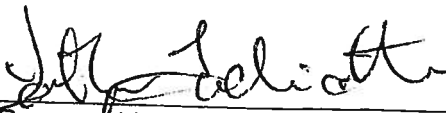
riparian growth. A small wetland is present on a portion of the federal property next to the SR 49 embankment. Existing shoreline facilities include a concrete launching ramp, a courtesy float, riprap, and a retaining/fishing wall. Ashland City presently has two outgrants and one Department of the Army (DA) permit within the referenced site. Ashland City holds consents to easement for a sewer outfall line on Tract No. E-516-E and the ramp, float, riprap, and wall. Cumberland Electric Membership Corporation holds an electrical easement within the referenced area, with no objection to the park.

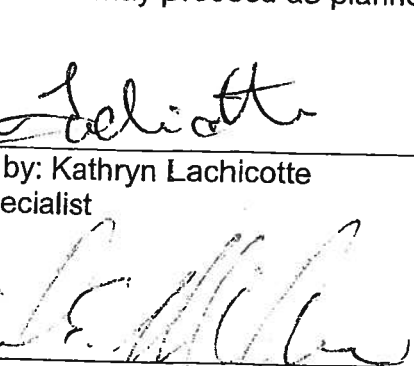
4. ON SITE REVIEW: An ORN Form 463, Outgrant Environmental Evaluation was completed on October 2, 2003 by Jerry T. Strother, Environmental Protection Specialist (EPS), Cheatham Lock and Dam Project. An on-site inspection was conducted on January 15, 2004 by Jerry Strother, EPS/CHE, Tadd Potter, Conservation Biologist, Cheatham Project, and Kathryn Lachicotte, Realty Specialist, Real Estate Division. The area was previously developed into a public park and recreational area with the construction of a launching ramp, courtesy float, retaining wall and riprap.

There are no Government owned buildings or structures located within the proposed site for leasing. The property to be leased to Ashland City has been adequately evaluated for environmental hazards, environmental impacts, and historical and cultural impacts. Documentation indicates that there is a possibility of homesites or industrial sites may have been located near the area in the late 19th or early 20th centuries, but there is no indication of hazardous substances being stored, released, or disposed of which is in excess of the reportable quantities listed in 40 CFR Part 373.

5. FINDINGS: An Environmental Baseline Study (EBS) was performed on January 23, 2004 to determine if any hazardous substances were stored or released that would prohibit the leasing of the referenced site. The conclusion of this EBS is that there is no indication of hazardous substances being stored, released, or disposed of which is in excess of the reportable quantities listed in 40 CFR Part 373 or would pose a risk. The Government, since acquisition, has exercised adequate controls over the land, water, and other resource use. It is noted that previous property owners or grantees may have handled various hazardous materials and substances on these lands, but there are no known problems resulting from any previous activities. There have been no specific or unusual environmental concerns have been identified that would significantly affect the leasing of the subject property. There has been no evidence of hazardous materials stored, released into the environment, or disposed of which is in excess of the reportable quantities listed in 40 CFR Part 373 or would pose a risk, on or near the proposed disposal site.

6. This EBS is a real property transaction record to serve as documentation for the known and suspected hazardous substance contamination conditions of the property scheduled to be leased to the Town of Ashland City, Tennessee within the confines of Cheatham Lock and Dam Project. The proposed real property transaction of these lands may proceed as planned.

Signed:  Date: Jan 28, 2004
Prepared by: Kathryn Lachicotte
Realty Specialist

Signed:  Date: 1/29/04
Reviewed by: David E. Wilburn
Chief, Management and Disposal Branch
Real Estate Division

Signed: Date: 1/29/04
Approved by: William O. Barnes
Chief, Real Estate Division

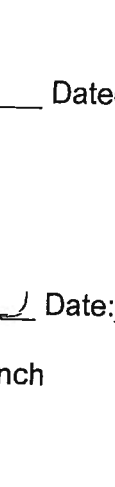
Signed:  Date: 2-26-04
Gary Norwood, Mayor
Town of Ashland City, Tennessee

EXHIBIT "C"
DEVELOPMENT PLAN
FOR
TOWN OF ASHLAND CITY, TENNESSEE
ASHLAND CITY PARK
FIVE-YEAR PLAN
(2004-2009)

- a. Construct 10 ft' wide walkway/ trail of gravel
- b. Construct two small bridges or boardwalks
- c. Construction of drainage ditch parallel with highway bridge

Estimated cost of improvements is between \$50,000-\$100,000.

The Town of Ashland City, Tennessee will maintain and manage all facilities added within the leased area in accordance with the conditions of the lease. The lessee will be guided by an Annual Management Plan, which depicts the lessee's management objectives for the leased area.

EXHIBIT "C"

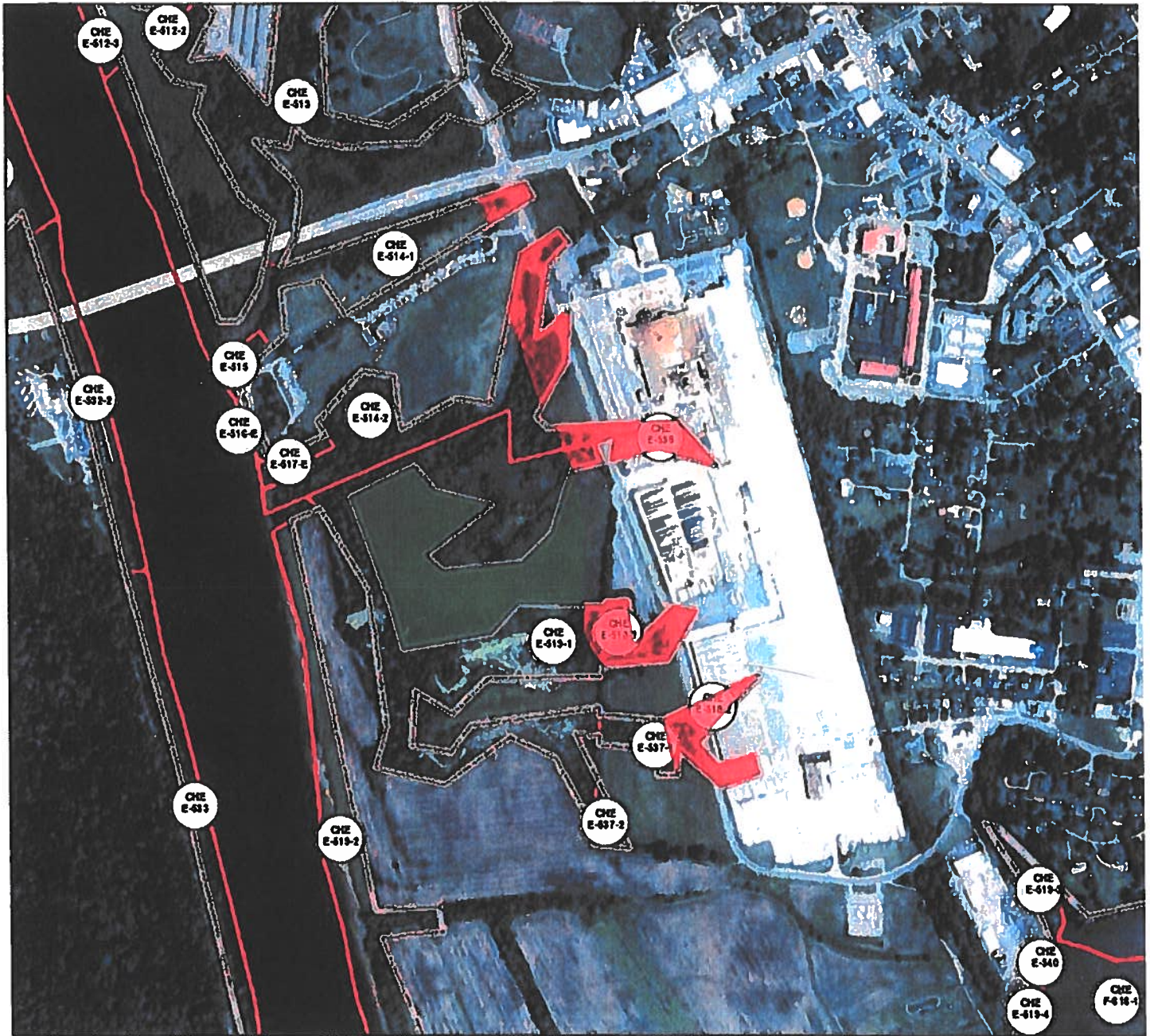
18

Non-State Park Lease
23 November 1998



Land Exchange Overview

US ARMY CORPS OF ENGINEERS



LEGEND

DACW62-1-12-0091 Land Disposal
AO Smith Flood Control Levee

Government Boundary

Tracts

Supplement for



15 SEP 2015

APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES ON FEDERAL LANDS AND PROPERTY

FORM APPROVED
 OMB Control Number: 0596-0249
 Expiration Date: 2/28/2023

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number

Date Filed

1. Name and address of applicant

2. Name and address of authorized agent if different from item 1

3. Applicant telephone number and email:

Authorized agent telephone number and email:

4. As applicant are you? (check one)

a. Individual

b. Corporation*

c. Partnership/Association*

d. State Government/State Agency

e. Local Government

f. Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

a. New authorization

b. Renewing existing authorization number

c. Amend existing authorization number

d. Assign existing authorization number

e. Existing use for which no authorization has been received *

f. Other*

* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States? Yes No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (Attach additional sheets, if additional space is needed.)

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval: Attached Applied for Not Required

10. Nonrefundable application fee: Attached Not required To be determined by agency

11. Does project cross international boundary or affect international waterways? Yes No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

13a. Describe other alternative locations considered.

b. Why were these alternatives not selected?

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation utility systems telecommunication installations facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Wired and wireless systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847
(or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Alaska Regional Office
709 West 9th Street
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Alaska State Office
Bureau of Land Management
222 West 7th Avenue #13
Anchorage, Alaska 99513
Public Room: 907-271-5960
FAX: 907-271-3684
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

National Park Service (NPS)
Alaska Regional Office
240 West 5th Avenue
Anchorage, Alaska 99501
Telephone: (907) 644-3510

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation, utility systems, telecommunication installations and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate locations in as much detail as possible, discussing why certain locations were rejected and why it is necessary to use Federal assets will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate locations as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

EFFECT OF NOT PROVIDING INFORMATION

Disclosure of the information is voluntary. If all the information is not provided, the proposal or application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from proponents and applicants requesting a right-of-way, permit, license, lease, or certification for use of Federal assets. The Federal agencies use this information to evaluate a proponent's or applicant's proposal to use Federal assets.

BURDEN STATEMENT

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 collection is 0596-0249. The time required to complete this information collection is estimated to average 8 hours 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. The authority to collect this information is derived from 47 U.S.C. 1455(c)(3) and 16 U.S.C. 3210.

USDA NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS	ATTACHED	FILED *
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

Paving
Bid Opening 9:00 am

Awarded
Nov. 14

1. McIntosh \$ 399,210.00
2. Sessions Paving \$ 576,568.00
3. Tennessee Valley \$ 417,591.00



ECS Southeast, LLP

Proposal for Construction Materials Testing and Special Inspection Services

New City Hall

405 Main Street

Ashland City, Tennessee

ECS Proposal Number 26:11688

November 3, 2023

Chief Chuck Walker
P.O. Box 35
Ashland City, TN 37015

Reference: Proposal for Construction Materials Testing & Special Inspection Services
New City Hall
405 Main Street
Ashland City, Tennessee

ECS Southeast, LLP (ECS) appreciates this opportunity and is pleased to submit this proposal to provide Construction Materials Testing & Special Inspection Services for the above-referenced project. This proposal reviews our understanding of the project information, outlines our proposed scope of services, and presents our fee estimate—together with the applicable schedule of unit rates for this project. Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, testing, and engineering consulting services.

PROJECT UNDERSTANDING

We understand the project will consist of the ground up construction of a new 16,848 square foot City Hall located in Ashland City, TN. The project will consist of the construction of a one-story building, green space, retaining walls, parking, and drive lanes.

Our understanding of the project is based on the following project documents that you provided to ECS:

- Architectural Drawings from Joshaua A. Wright Architect, dated January 22, 2021
- Structural Drawings from CSR Engineering, dated January 19, 2023
- Civil Drawings from CSR Engineering, dated January 26, 2021
- Geotechnical Report from ECS Southeast, dated February 1, 2023

Based on the information provided, the structure will utilize shallow foundations, concrete slabs-on-grade, wood framing, structural steel, and asphalt site pavement. The shallow column and continuous foundations shall consist of a bearing capacity of 3,000 psf. A retaining wall will also be constructed north and south of the proposed building.

We were not provided with a preliminary construction schedule in order to develop this proposal. Therefore, the scope and quantities provided herein are based on our experience with projects of similar magnitude and the local project experience of our engineering personnel.

SCOPE OF SERVICES

We propose to provide qualified engineers and engineering technicians to perform the requested services. Our scope of services is presented on the attached fee estimate; however, the following reporting, testing and inspection services may be requested on this project:

Earthwork/Soils (*Proofrolls/Undercut/Density Testing*)

- Proofroll the site to observe that unstable soils have been identified and removed or repaired in-place.
- Conduct laboratory Proctor tests on proposed engineered fill soils.

- Provide continuous observation of fill placement activities for conformance with the project geotechnical report.
- Perform in-place density testing of fill materials to document the percent compaction/in-place dry density is in compliance with the project requirements.

Shallow Foundations (*Continuous and Isolated Spread Footings*)

- Observe the excavated dimensions of the foundation excavations for plan compliance.
- Perform Dynamic Cone Penetrometer (DCP) testing to determine the foundation horizon bearing capacity for compliance with the design criteria.
- Observe reinforcing steel at each foundation excavation location for bar size, quantity, length, splice, lap, coverage, and positioning.
- Collect and review concrete batch tickets to confirm compliance with the approved mix design(s).
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (one 7-day break, three 28-day breaks, and one reserve)
- Deliver test specimens to ECS' laboratory within 24 hours after casting.
- Laboratory curing, compressive strength testing, and reporting of concrete cylinder test specimens.

Concrete (*Slab-on-Grade*)

- Collect and review concrete batch tickets to confirm compliance with the approved mix design(s).
- Observe reinforcing steel prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
- Observe anchor bolts prior to concrete placement for proper placement and embedment.
- Document general curing procedures.
- If extreme weather conditions are apparent, document that hot or cold weather procedures are followed.
- Visually check the concrete in trucks as they arrive on site for proper slump and observe general placement procedures.
- Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (7-day breaks, three 28-day breaks, and one reserve)
- Deliver test specimens to ECS' laboratory within 24 hours after casting.
- Laboratory curing, compressive strength testing and report of concrete cylinder test specimens.

Structural Masonry

- Provide continuous observations of general masonry construction (cell cleanliness, grout lift height, on-site mixing/proportioning of mortar and/or grout, consolidation of grout, etc.).
- Observe that masonry contractor is checking the wall for plumbness.
- Observe anchorages and reinforcing steel prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
- Observe that the contractor is installing embed materials in general accordance with the plans and specifications.
- Document the general construction of mortar joints.
- Document the size and type of masonry units.
- Observe and document control joints are installed per the approved plans for spacing and installation.
- Observe and document the specified control joint filler material is being installed as specified.

- Fabricate mortar cubes and grout prisms for compressive strength testing.
- Obtain samples of CMU materials for compressive strength testing.

Wood Construction

- Observe wood products and structural panel sheathing for official grade mark to ascertain whether it is the grade and thickness shown on the approved building plans.
- Observe the nominal size of framing members at adjoining panel edges, the nail or staple diameter and length, the number of fastener lines and that spacing between fasteners in each line and at edge margins agrees with the approved building plans.
- Observe shear wall hold-downs and embedment depth. Observe wood trusses and their connection to structure.

Structural Steel

- Visit the fabrication shop and provide special inspections, non-destructive testing (MT-PT-UT), and review quality control procedures. (Unless the work is done on the premises of a fabricator registered and approved per AHJ / AISC)
- Review the erector's quality control procedures for high-strength bolting, field welding, decking, steel headed stud anchor placement, field cutting, and heating.
- Review Material Test Records (MTR's) for main steel elements, fasteners, anchor rods, welding consumables, and headed stud anchors; including the identification procedure for each.
- Review the steel erector's Welding Procedure Specifications, Procedure Qualification Records, and Welder Performance Qualifications for materials being installed on site.
- Perform observation on the fit-up of groove and fillet welds including:
 - Joint Preparations
 - Dimensions (alignment, root opening, root face, bevel angle)
 - Cleanliness (condition of faying surfaces)
 - Tack Welding (tack weld quality, size, and location)
- Observe the configuration of access holes, control and handling of welding consumables, and environmental conditions (wind, rain, temperature).
- Confirm the WPS is followed during welding and use of the proper welding techniques.
- Provide observation of repair activities, arc strikes, backing removal, and completed weld joints for visual acceptance per AWS D1.1-2015.
- Provide Ultrasonic Testing for CJP Welds 5/16" and thicker (100% for Risk III and higher).
- Provide observation of high strength bolts for compliance with AISC, RCSC, and project specifications. (For joints other than snug-tight, pre-tensioning procedures shall be performed by the erector and observed by ECS, some may require continuous monitoring during pre-installation)
- Observe steel framing to verify compliance with the field installed details shown on the erection drawings.
- Observe metal decking installation for compliance with project specifications. If welded, this includes weld size and type, filler material, welder qualifications, welding procedures, and final visual acceptance per AWS D1.3-2018. If mechanically attached, observations include fastener size and type, material, pattern, and compliance with project specifications.
- Provide documentation of events in the field and notify the appropriate personnel upon recognition of deficiencies. Perform the following continuous observations as related to on-site structural steel welded connections:
 - Provide continuous observations of the following welded connections:
 - Steel Headed Stud Anchor Production Testing and Installation

- Provide periodic observations of the following welded connections:
 - Complete and Partial Penetration Groove Welds (during and after welding)
 - Single and multi-pass fillet welds (during and after welding)

Subbase and Paving (*Light and Heavy-Duty Asphalt and Concrete Pavement*)

- Observe proofrolling of subgrades, provide recommendations and observe corrective actions at excessively soft areas prior to placement of subbase course.
- Observe placement of subbase course and perform appropriate in-place density tests as directed by specifications.
- Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.
- Review Job Mix Formula data for proposed bituminous pavement materials.
- Monitor temperature and density of asphalt pavements during installation and provide information as to the performance of these materials during installation for the purpose of quality control.
- Extract and analyze asphalt cores after placement to verify asphalt thickness and bulk specific gravity, if required.
- Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (7-day breaks, three 28-day breaks, and one reserve)
- Deliver test specimens to ECS' laboratory within 24 hours after casting.
- Laboratory curing, compressive strength testing and report of concrete cylinder test specimens.

Erosion Prevention and Sediment Control Inspections (if requested)

- Perform inspections of erosion and sediment control features of the construction site. Inspections will be performed twice per week and at least 72 hours apart, in accordance with Section 3.5.8.2 of the Tennessee Construction General Permit.
- Perform inspections of erosion and sediment control features of the construction site, as mandated by the local jurisdiction, the state of Tennessee, and any other applicable governing authorities.
- Complete the ECS inspection reports (normally a one-page checklist with comments/recommendations) and send to your office.
- Services shall be provided for the duration of land disturbance activities at the site, unless directed to end sooner.

UNDERSTANDING CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS

Construction Materials Testing and Special Inspection (CMT/SI) services are performed to help provide the project's contractors, designers, owners, and local code officials some indication of the level of compliance obtained by the installing contractors with the project specifications. These services are provided at periodic intervals which typically are defined by the project specifications and on some occasions by the applicable building code. Test locations for most materials, i.e., soils and concrete are generally based upon random selection as such not all materials incorporated into a construction project are tested or observed.

Obviously the greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance.

Testing and observation services provided by ECS do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. ECS makes reasonable effort to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors.

COMMUNICATIONS

To expedite the timely distribution of our daily reports, our field personnel utilize wireless hand-held technology to collect, process, and return data to our Murfreesboro office. Our use of this technology typically facilitates electronic distribution of our reports within approximately **24 hours**. This enhanced reporting technology allows us to simultaneously communicate our testing data with all project team members.

We anticipate our services will be needed on a full-time basis during earthwork and foundation installation and typically on an on-call basis thereafter. The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the direct phone number is (615)885-4983. All scheduling requests should occur prior to 3:00 pm on the day before services are required so that the proper personnel may be scheduled for the required inspection task. Each scheduling request will be assigned a work order number so that the scheduled testing and inspection is documented. We also ask that we be provided with one full set of up-to-date project drawings and specifications prior to starting work on this project.

ECS will transmit reports by e-mail (and up to three hard copies via U.S. Mail, if requested). Please list those to whom the reports should be sent and provide their e-mail addresses or mailing addresses, as appropriate, on the attached Proposal Acceptance Form.

FEES/COST OF SERVICES

Based upon the scope of services and our fee schedule, ECS estimates that our base scope of services for this project will be on the order of **\$34,019.50 with an alternate scope for the site work and pavements of \$10,717.50. If the cost for our services is less than the estimate, these savings will be passed on to you.** Our budget estimate is based upon available information, as well as our experience with similar projects. Additional site visits for the specific task of retesting failed tests or unforeseen conditions are not included in the estimated cost.

ECS will invoice our services on a unit-rate basis in accordance with the unit rates provided in the attached Project Fee Schedule. All unit prices listed herein shall remain as stated throughout the project. Invoices will be submitted monthly—typically on or about the 10th day of each month.

AUTHORIZATION

Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance form to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are also accepting the Terms and Conditions of Service. This proposal is valid for a period of sixty (60) days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

We look forward to the opportunity to work with you on this project and hope to serve as your consultant in the future. If you have questions, or if we can be of additional service, please contact us at (615)885-4983.

Respectfully submitted,
ECS SOUTHEAST, LLP



Blake Morris, P.E.
Group Manager
bmorris1@ecslimited.com



Mark Luskin, P.E., P.G.
Vice President/ Principal Engineer
mluskin@ecslimited.com

Enclosures: Cost Estimate
 ECS Fee Schedule
 Proposal Acceptance Form
 ECS Terms and Conditions of Service

FEE ESTIMATE							
CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES							
New City Hall - Ashland City, TN							
ECS Proposal No. 26:11688							
Field Services:				Quantity		Unit Rate	Cost
Field Technician:							
Earthwork:							
Earthwork/ Structural Fill / Proofroll	8 visits	@	8 hours/visit	64 hours	@	\$65.00 / hour	\$4,160.00
Retaining Wall Observations	10 visits	@	8 hours/visit	80 hours	@	\$65.00 / hour	\$5,200.00
Building Construction:							
Foundations (Bearing, Reinforcing Steel, Concrete)	8 visits	@	4 hours/visit	32 hours	@	\$65.00 / hour	\$2,080.00
Slab-on-Grade Concrete (Reinforcing Steel and Concrete)	2 visits	@	8 hours/visit	16 hours	@	\$65.00 / hour	\$1,040.00
Storm Shelter Roof Slab	1 visits	@	8 hours/visit	8 hours	@	\$65.00 / hour	\$520.00
Structural Masonry	6 visits	@	4 hours/visit	24 hours	@	\$65.00 / hour	\$1,560.00
Structural Steel	2 visits	@	4 hours/visit	8 hours	@	\$115.00 / hour	\$920.00
Wood Framing	4 visits	@	4 hours/visit	16 hours	@	\$115.00 / hour	\$1,840.00
Misc. Concrete	4 visits	@	4 hours/visit	16 hours	@	\$65.00 / hour	\$1,040.00
Project Manager:							
Construction Meetings/ Site Visits	2 visits	@	4 hours/visit	8 hours	@	\$135.00 / hour	\$1,080.00
Daily Vehicle/ Trip:	47 visits				@	\$45.00 / r. trip	\$2,115.00
Field Services Subtotal:							\$21,555.00
Laboratory Testing:							
Standard Proctor:				2 samples	@	\$185.00 / sample	\$370.00
Atterberg Limits:				2 samples	@	\$90.00 / sample	\$180.00
Compressive Strength of Mortar Cubes:				36 cubes	@	\$17.00 / cube	\$612.00
Compressive Strength of Grout Prisms:				24 prisms	@	\$30.00 / prism	\$720.00
Compressive Strength of Concrete Cylinders:				170 cylinders	@	\$17.00 / cylinder	\$2,890.00
Laboratory Testing Subtotal:							\$4,772.00
Equipment Expenses:							
Nuclear Density Gauge				8 day(s)	@	\$40.00 / day	\$320.00
Daily Equipment Charge				32 day(s)	@	\$30.00 / day	\$960.00
Equipment Expenses Subtotal:							\$1,280.00
Project Management/ Report Review:							
Principal Engineer:	45 reports	@	0.25 hours/report	11.25 hours	@	\$225.00 / hour	\$2,531.25
Project Manager:	45 reports	@	0.50 hours/report	22.5 hours	@	\$135.00 / hour	\$3,037.50
Administrative Support:	45 reports	@	0.25 hours/report	11.25 hours	@	\$75.00 / hour	\$843.75
Project Management Subtotal:							\$6,412.50
ESTIMATED TOTAL COST:							\$34,019.50
ADDITIONAL PAVEMENT AND SITE WORK							
Basestone (Proofroll / Densities)	5 visits	@	4 hours/visit	20 hours	@	\$65.00 / hour	\$1,300.00
Asphalt Pavement Base Course	4 visits	@	8 hours/visit	32 hours	@	\$65.00 / hour	\$2,080.00
Asphalt Surface Placement	4 visits	@	8 hours/visit	32 hours	@	\$65.00 / hour	\$2,080.00
Misc Concrete (Dumpster Pad, Pavement, Etc.)	4 visits	@	4 hours/visit	16 hours	@	\$65.00 / hour	\$1,040.00
Daily Vehicle/ Trip:	17 visits				@	\$45.00 / r. trip	\$765.00
Field Services Subtotal:							\$7,265.00
Laboratory Testing:							
Compressive Strength of Concrete Cylinders:				30 cylinders	@	\$17.00 / cylinder	\$510.00
Laboratory Testing Subtotal:							\$510.00
Equipment Expenses:							
Nuclear Density Gauge				13 day(s)	@	\$40.00 / day	\$520.00
Daily Equipment Charge				4 day(s)	@	\$30.00 / day	\$120.00
Equipment Expenses Subtotal:							\$520.00
Project Management/ Report Review:							
Principal Engineer:	17 reports	@	0.25 hours/report	4.25 hours	@	\$225.00 / hour	\$956.25
Project Manager:	17 reports	@	0.50 hours/report	8.5 hours	@	\$135.00 / hour	\$1,147.50
Administrative Support:	17 reports	@	0.25 hours/report	4.25 hours	@	\$75.00 / hour	\$318.75
Project Management Subtotal:							\$2,422.50
ADDITIONAL PAVEMENT/SITE WORK ESTIMATED TOTAL COST:							\$10,717.50

2023 ECS SOUTHEAST, LLP
NEW CIT HALL
Ashland City, Tennessee
ECS Proposal No. 26:11688

Principal Engineer	\$225.00/hour
Senior Engineer/Dept. Manager	\$150.00/hour
Project Manager	\$135.00/hour
Welding Technician, Shop or Field Inspection (**):	
Senior Level AWS CWI (NDE: UT, MT, PT, RI)	\$115.00/hour
AWS CWI (VT with no NDE)	\$115.00/hour
Field Engineer (**)	\$95.00/hour
Engineering Technician (**)	\$65.00/hour
Administrative Support.....	\$75.00/hour
Trip Charge	\$45.00/trip

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. There will be a trip charge in lieu of mileage. For scheduling requests received without sufficient notice as stated within the ECS proposal, services will be staffed with available personnel at the associated unit rates.

(**) = Overtime = Standard Rate x 1.50 for over 8 hours per day and outside normal business hours of 6:00am to 6:00pm, holiday, Saturday, or Sunday. There will be a 4-hour minimum field charge for field related services (not applied to sample/specimen pickups).

EQUIPMENT and LABORATORY

Core machine	\$125.00/day
Daily Equipment Charge	\$30.00/day
Nuclear Density Gauge Charge	\$40.00/day
Ultrasonic Equipment	\$100.00/day
Floor Flatness/Levelness Meter	\$100.00/day
Photoionization Detector (PID)	\$100.00/day
Windsor Probe Gun	\$100.00/day
Windsor Probe Shots	\$15.00/shot
Standard Proctor (ASTM D-698)	\$185.00 each
Modified Proctor (ASTM D-1557) 4 inch mold.....	\$190.00 each
One-Point Proctor (AASHTO T272)	\$45.00 each
Dry Sieve Analysis of Granular Material	\$60.00 each
Hand Auger Borings	\$8.00/per foot
Atterberg Limits Testing	\$90.00 each
California Bearing Ratio (CBR)	\$400.00 each
Wash No. 200 Sieve	\$30.00 each
Testing of Cylinders, Cubes and Core Specimens:	
Compressive strength of grout cubes.....	\$ 17.00 each
Compressive strength of concrete cylinders including reserves, (ASTM C-39)	\$ 17.00 each
Core Specimen (including sample preparation).....	\$ 35.00/test
Compressive Strength of grout prisms (3.5"x3.5"x7")	\$ 30.00 each
Compressive strength of mortar cubes	\$ 17.00 each
Closeout Letter.....	\$ 200.00 each

Note: The above charges will be made for tests and equipment operated by ECS Southeast, LLP personnel in addition to personnel charges already listed.

**PROPOSAL ACCEPTANCE FORM
ECS SOUTHEAST, LLP**

Project Name: New City Hall
Location: Ashland City, Tennessee

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

Base Scope of Services (Time and Materials): Estimated at \$34,019.50 Approved_____

Alternate Scope - Site Work and Pavements: Estimated at \$10,717.50 Approved_____

Alternate Scope - EPSC Inspections (twice weekly): \$250/visit Approved_____

Client Signature: _____ Date: _____

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____



ECS Southeast, LLP TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Southeast, LLP ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum unless otherwise explicitly stated. CLIENT understands and agrees that even

if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by

- errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification

- executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES: ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING THE WAGE AND SALARY POLICY:
PAYTABLE GOVERNING EMPLOYMENT WITH THE TOWN OF
ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has previously adopted resolution 2023-38 establishing a Wage and Salary Policy; and

WHEREAS, the City Council for the Town of Ashland City wishes to amend the policy and the attached exhibit; and

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Wage and Salary Policy, attached hereto, is hereby amended, and approved and shall become effective immediately following passage of this resolution.

Adopted this _____ day of _____, 2023

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

Interim City Recorder



EXHIBIT II
Town of Ashland City
Pay Table

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
11	City Administrator		\$95,000	\$107,500	\$120,000
10	Public Utilities/Public Works Director		\$77,280	\$90,919	\$117,058
9	Police Chief	Fire Chief	\$69,156	\$81,359	\$100,560
	Financial Director				
8	Deputy Fire Chief	Court Clerk	\$61,884	\$72,805	\$93,737
	Assistant Police Chief	Parks Director			
	Building & Codes Director	Senior Center Director			
	Public Utilities/Public Works Assistant Director				
7	Fire Marshal	Water/Wastewater Plant Chief Operator	\$55,377	\$65,150	\$83,881
	Police Detective	Fire Department Captain			
	Building Inspector				
6	Building Codes Officer	Executive Assistant	\$49,554	\$58,301	\$72,059
	IT Specialist	City Recorder			
	Utility/Street Maintenance Supervisor	Human Resource Specialist			
	Water/Wastewater Plant Operator III	Police Sergeant			
	Firefighter II/Acting Fire Inspector				
5	Accounting Clerk II	Police Corporal	\$44,346	\$52,170	\$64,482
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Police Officer (Certified)			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$39,681	\$46,686	\$57,703
	Senior Equipment Operator	Park Maintenance			
	Mechanic I	Assistant Senior Center Director			
	Water Distribution/Waste Water Collection Specialist	Accounting Clerk I			
	Firefighter I	Police Officer (No Cert)			
	Administrative Assistant (Codes & Tech)	Cross Connection Coordinator			
3	Water/Wastewater Distribution/Collections Assistant	Deputy Court Clerk I	\$35,509	\$41,776	\$51,636
	Water/Wastewater Plant Operator I (no license)	Police Clerk			
	Senior Center Program Coordinator	Streets Maintenance Assistant			
2	Senior Center Activities Coordinator—Program Assistant	Staff Assistant	\$31,777	\$37,383	\$46,206
	Judicial Commissioner	Reserve Officer			
	Part-time Firefighter				
1	Janitor		\$25,446	\$29,935	\$37,000
0	Reserve Officer	Event Planning Coordinator			

* Pay rate for pay grade's 1 & 2 are based on full-time employment.

RESOLUTION TO APPLY FOR FEDERAL ASSISTANCE

WHEREAS, the Town of Ashland City intends to apply for and accept a Community Facilities Loan and/or Grant to be administered by the United States Department of Agriculture Rural Development (USDA RD) herein called the Government in an amount not to exceed \$4,460,450 under the terms offered by the Government. The purpose of said funds is to assist in the construction of Water System Improvements) Furthermore, JT Smith, Mayor is 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 financial assistance; and to operate the facilities under the terms offered by the government.

INCLUDE THIS STATEMENT IF REQUESTING A LOAN

BE IT FURTHER RESOLVED THAT, Town of Ashland City will issue a General Obligation Bond in the amount of the loan as collateral for the project.

IN WITNESS WHEREOF, the _____ of the _____ has duly adopted this resolution and caused to be executed by the _____ on this _____ day of _____, _____

By: _____

Title: Mayor

Date: _____

(SEAL)

Attest: _____

Title: City Recorder

Date: _____

USDA

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

LOAN RESOLUTION
(Public Bodies)

FORM APPROVED
OMB NO. 0575-0015

A RESOLUTION OF THE _____
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
\$4,460,450

pursuant to the provisions of Tennessee Code Annotated _____; 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:

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the ASHLAND CITY TOWN OF _____
 hereby certify that the _____ 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:



Vigilant Solutions, LLC
P.O Box 841001
Dallas, Texas 75202
(P) 925-398-2079 (F) 925-398-2113



Issued To:	Ashland City Police Department - Attention: Kenny Ray	Date:	09-21-23
Project Name:	Ashland City- fixed LPR	Quote ID:	CBV-0651-02

Fixed LPR Subscription Package - Hub Unit

5 year contract

\$2,156.40 per camera, per year

includes licensing, hardware warranty, comms box, cable, and bracket

Qty	Item #	Description
(9)	VSFS-L5F-HUB	Fixed LPR Subscription Package - L5F Hub Unit <ul style="list-style-type: none"> • Includes: <ul style="list-style-type: none"> ◦ One (1) L5F LPR Camera w/ Comms Box ◦ Cellular communication service plan sold separately ◦ Camera Bracket (Pole or Wall), 30' Camera Cable ◦ Annual Warranty ◦ Shipping charges • Fee schedule: <ul style="list-style-type: none"> ◦ 5-Year contract term required ◦ Billed annually at the anniversary of purchase
Subtotal Price (Excluding sales tax)		\$19,407.60

Fixed LPR Subscription Package - Spoke Unit

5 year contract

\$1,436.40 per camera, per year

includes licensing, hardware warranty, cable, and bracket

Qty	Item #	Description
(1)	VSFS-L5F-SPK	<p>Fixed LPR Subscription Package - L5F Spoke Unit</p> <ul style="list-style-type: none"> • Includes: <ul style="list-style-type: none"> ○ One (1) L5F LPR Camera ○ Comms Box not included ○ Cellular communication service plan sold separately ○ Camera Bracket (Pole or Wall), 30' Camera Cable ○ Annual Warranty ○ Shipping charges • Fee schedule: <ul style="list-style-type: none"> ○ 5-Year contract term required ○ Billed annually at the anniversary of purchase
Subtotal Price (Excluding sales tax)		\$1,436.40

Fixed LPR Subscription Package - L6Q (Solar) w/ Cellular

5 year contract

\$2,156.40 per camera, per year

includes licensing, hardware warranty, and cellular plan

Qty	Item #	Description
(1)	VSFS-L6Q-SOL-S-SIM More Info	<p>Fixed LPR Subscription Package - L6Q (Solar) w/ Cellular</p> <ul style="list-style-type: none"> • Hardware Subscription Included: <ul style="list-style-type: none"> ○ One (1) L6Q small form-factor camera w/ two (2) internal batteries ○ Solar Kit w/ 40W solar panel, charge controller & 12 Ah battery, Solar Battery Charge Cable ○ Mounting bracket, USB-C cable, USB-C to USB-A adapter & Micro SD card • Subscription Includes (Software / Services): <ul style="list-style-type: none"> ○ LEARN or Client Portal hosted LPR account (Data, alerting & analytics) ○ All CarDetector LPR Software Updates ○ Mobile Hit Hunter (for CarDetector Mobile LPR Software) ○ Unlimited Mobile Companion (for Android or iPhone) Single Plate Scan • Annual limited hardware warranty • Includes SIM card with cellular service (pre-configured) • Requires 5-year Enterprise Service Agreement Commitment • Note: Professional installation services sold separately
Subtotal Price (Excluding sales tax)		\$2,156.40

Start up

installation estimates based on SI

Qty	Item #	Description
(10)	SI L5F Install \$1,794.00 Each	installation of L5F through SI
Subtotal Price (Excluding sales tax)		\$17,940.00
(1)	SI L6Q Pole Kit and Install \$1,300.00 Each	L6Q pole and installation through SI
Subtotal Price (Excluding sales tax)		\$1,300.00
(1)	VS-TRVL-01 \$1,246.20 Each	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$1,246.20
(10)	SSU-SYS-COM \$799.98 Each	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Includes CDM/CDF Training • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$7,999.80

Qty	Item #	Description
(1)	VS-LEARN--H \$0.00 Each	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> ◦ Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> ◦ Automated CarDetector software update management ◦ Plate searching, mapping, data mining utilities ◦ Stakeout, Associate Analysis and Locate Analysis ◦ Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> ◦ Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(1)	VS-L6Q-SPEB \$261.30 Each	L6Q Solar Panel Expansion Battery Only <ul style="list-style-type: none"> • Additional 12V 12Ah expansion battery and Solar Battery Expansion cable
Subtotal Price (Excluding sales tax)		\$261.30

Optional Annual Replacement Plan

Qty	Item #	Description
(1)	L6Q-REPPLAN \$120.00 Each	L6Q Annual Replacement Plan <ul style="list-style-type: none"> Annual L6Q replacement plan covers loss due to theft, vandalism, and or natural disasters only. 1 L6Q annual replacement included \$499 for any additional camera replacements. The replacement plan is per camera.
Subtotal Price (Excluding sales tax)		\$120.00

Quote Notes:

1. All prices are quoted in USD and will expire 90 days from the date of the Quote.
2. This Quote will expire in 90 Days from the date of the Quote.
3. Returns or exchanges will incur a 15% restocking fee.
4. No installation and/or service included in this proposal unless explicitly stated above.
5. Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
6. All hardware components to have standard One (1) year hardware warranty.
7. This Quote does not include anything outside the above stated bill of materials.
8. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
9. This pricing is based off of Tennessee State Contract SWC450.

Quoted by: Caroline Bonczyk - Mobile Video ITS - 773-560-4980 - caroline.bonczyk@motorolasolutions.com

Total Price	\$51,867.70 (Excluding sales tax) (Including All Adds)
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Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this “**Acknowledgement**”) is entered into between **Vigilant Solutions, LLC**, a Delaware corporation (“**Vigilant**”) and the entity set forth in the signature block below (“**Customer**”). Vigilant and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. Contract Terms Acknowledgement. Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement (“MCA”), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.

2. Entire Agreement. This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties’ Agreement.

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

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

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

Customer: _____

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____



MOTOROLA SOLUTIONS

L6Q Subscription, Fees and Payment Provision

Applicable ONLY to qualifying agencies under TN Contract SWC450

License Key:

The L6Q Camera License Key (L6Q CLK) means an electronic license key that will permit the use of MSI's LPR software to be used with MSI issued L6Q LPR cameras (one L6Q CLK per L6Q camera) and select MSI Software Products.

Offer Services:

This Offer includes the following Hardware/Software Services/Software/Products:

- L6Q Quick Deploy LPR Camera System
- Pole mount bracket
- LPR Software Services / Software Products:
- Standard Annual Hardware Warranty
- MSI Managed/Hosted LPR Account
- Target Alert Service

Annual Subscription Fees:

The Subscription Fees applicable to each Annual Service Period for this offer shall be as follows:

Annual Subscription Fee Schedule	
Per Fixed LPR Camera	\$2,156.40

Company Name: _____

Signer's Name: _____

Signer's Email: _____

Signature Date: _____

Signature: _____

RESOLUTION NO. 2023-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO
AMEND THE EVENTS POLICY**

WHEREAS, the Mayor and City Council wish to amend the Events Policy which regulates standards and guidelines for the events held at Riverbluff Park; and

WHEREAS, the policy shall effectively help eliminate loss of property and damage and assist with the costs if damage occurs.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Events Policy, attached hereto, is hereby amended, and approved and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Special Called Session on this 7th day of November 2023 made an oral motion to adopt the modifications of the event policy as set out below.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

Interim City Recorder



Town of Ashland City

Parks & Recreation

Reservation & Rental Rates, Policies and Forms

Date Requested for Facility

Reservation/Rental _____

Applicant Name _____

Organization Name _____

Street Address _____

City, State, Zip _____

Phone (primary) _____

Phone (secondary) _____

Over 18 years old? (Proof required) Select Yes _____ ID Provided _____

City Resident? (Proof required) Select Yes _____ Select No _____

Riverbluff Park Event Date: _____

What area do you want? Section A (Stage Area)

Section B (Lacrosse Pavilion Area)

Start Time: _____

End Time: _____

# Of hours	Rental Fee	AC Property Owner or resident	Deposit
Half Day (1/2 of park) (up to 6 hours)	\$300.00	\$250.00	\$500
Full Day (1/2 of park) (up to 12 hours)	\$600.00	\$500.00	\$1000
Entire Park	\$1,500.00	\$1,400.00	\$2000

Total Costs

Deposit Amount Paid: _____

Facility Res./Rental Paid: _____

Total Amount Paid: _____

Deposit fee shall be returned within 30 days upon completion of the event if there is no damage.

I, the applicant, agree to personally inspect the facility, parking lot and grounds to make certain that it is in a good and clean condition before and after use. I have read the rules and regulations

and agree that I and my guests or invitees will comply with the same and with all rules of the park. I understand that all conditions must be met and that violations of the rules or the agreement may result in the forfeiture of part or all the Security & Damage Deposit. It is expressly understood and agreed that any person coming in or upon the premises shall be the guest of the applicant. The applicant has inspected the premises, finding the facility in a good and safe condition. The reservation/rental use by the applicant, after completion of the application, and payment of the rental sum and deposit, shall act as a release to the Town of Ashland City Tennessee, as to all risk of damage, loss of personal property, or injury that might occur in or upon the premises during the term of the reservation/rental period. The applicant and all persons utilizing the facility as a guest or invitee of the applicant specifically releases and agrees to indemnify and hold the Town of Ashland City harmless by reason of any defect in or as to the condition of the premises upon when the rental event is held. **I understand that if I am having an event, I am required to purchase Event Liability Insurance.** This does not apply to noncommercial events, (i.e., birthday parties, family reunions, etc.). It is the sole discretion of the Parks Director what constitutes non-commercial. However, any non-commercial event that uses inflatables shall provide event liability insurance. A copy of the event insurance will be provided to the Town. I further state that all information given on this entire application is true and accurate.

Applicant Signature

Date

Town of Ashland City

Parks & Recreation

Riverbluff Park Rental Policy

Rental Area and Parking: Rental fees and deposits cover only the designated area rented; plus, on-site parking limited to the availability of spaces within Riverbluff Park. (i.e., rental of the park does not entitle the renters to additional, exclusive use of the pavilions, soccer fields, etc.) Parking is available at Riverbluff Park on a first come, first serve basis during regular hours. For after park hours use, renters are responsible for regulating traffic and parking within the parking lots and accessibility to ensure exclusive parking for their guests. No parking on the soccer fields. Roads must remain accessible for emergency vehicles to include the boat ramp

Rental Events: The rental use of the park is for events, not on-going business or regularly events.

Rental Period: The rental period begins at the time designated on the Reservation Form but not before that time. If time is needed to setup, extra time should be rented to accommodate setup or clean up. The rental period ends at the designated time on the Reservation Form. Extra time used that has not been paid for in advance will be deducted from the deposit.

Payment: The rental payment for any part of the park must be paid at the time the reservation is made. No reservation will be accepted without full payment of deposits and rental fees. No partial payments will be accepted.

501c3 Organizations: A 501c3 organization registered as located within Cheatham County may rent part of or all the park once a year at a 50% discount on regular park rental fees for a charitable fundraising event. (This does not include presentation dinners, socials, etc.) No other discounts apply. **A 501c3 residing within the city limits may rent the park for the refundable deposit only.** Deposits remain at 100%. Proof of current **or applied for** 501c3 status will be required at the time the reservation is made. All other requirements and rental policies apply. Proof of insurance for the event must be provided. **Town staff will not be provided for set up or cleanup work, this must be done by the organization/person responsible for the rental.**

LOCAL SPORTS ORGANIZATIONS: Cheatham county organized sports are not required to pay a rental fee for the use of the park.

Decorations & Clean-up: Absolutely no nails, tacks, or putty are to be used inside or on the outside of any park pavilion, the stage or other park facility. Nails are not to be used on trees, tables or fences. Decorations that attach by strings or another method of tying may be used if it does not damage the facility in any manner. Any confetti, glitter, rice, birdseed or similar type material must be completely removed from the park as part of the cleanup process. Any bubbles that might be used must be used over grass and not on any concrete surfaces. Please do

not release any helium balloons into the air, as they can have a negative impact on the wildlife. Any decorations used must be completely removed at the end of the event. At the end of the rental use, we ask that you bag and remove all trash from the premises. Failure to comply may result in the forfeiture of the deposit.

Security Policy: The Town reserves the right to require one or more Ashland City police officers or other emergency personnel be present at all events that occur within the city limits. Please budget for this request at a rate of \$50.00 per hour at a minimum of (2) hours.

Cancellation of Reservation: Events cancelled at least 7 days before the event will receive a refund of the rental fees, but not the reservation/deposit fee. Events cancelled less than 7 days before the event will forfeit all fees paid. Events cancelled at least 30 days before the event will receive a full refund of the rental fees and the reservation/deposit fee.

Rain Policy: In the event of enough rain or other inclement weather to cancel the scheduled event, another date may be scheduled at no additional charge. There is no refund of the rental fee for rain outs. It is in the sole discretion of the staff with Ashland City to determine what is considered inclement weather to reschedule the event at no additional charge.

Insurance Information: To hold an event at Riverbluff Park, you are required to purchase event liability insurance. This will cover you in the event someone is injured and chooses to seek financial restitution through a costly lawsuit. It will also protect the Town of Ashland City from any liability during your event. This type of insurance is affordable and fairly easy to obtain.

There are several ways to obtain the insurance:

1. Your homeowner's insurance company may issue event policies.
2. Online through providers of Tenant User Liability Insurance Police (TULIP). This a low-cost insurance that protects the renter as well as the Town from claims arising from injuries by a third party.
3. You may solicit local area insurance agents to see if they issue event policies.

In addition:

You will need a policy that has a minimum value of \$1,000,000.00 (one million dollars). The Town of Ashland City, Tennessee must be listed as secondary insured on the policy. The policy must be presented to the Town of Ashland City (City Hall) at least 7 days prior to the event. Failure to meet this deadline will result in the cancellation of the reservation and forfeiture of all deposits and rental fees paid.

Alcohol Use: No alcohol is allowed in the park unless as designated below.

Permitted Alcohol Use: Alcohol use is only permitted for special events authorized by the City Council. Alcohol use is only permitted at River Bluff Park.

All applicable state and local laws pertaining to alcohol sales and consumption of alcohol apply. The Town of Ashland City is not responsible for any consequences of violations of these laws.

Alcohol may only be consumed in a designated area that shall be separated by temporary fencing or boundaries. It shall not be served or consumed in any other area of the park. Violation constitutes a violation of the Open Container laws and is subject to all routine penalties.

The renter is fully responsible for policing the use of alcohol during the event. The Town reserves the right to have staff present or to inspect/police the use of alcohol at the event.

Beer consumption: The renter must acquire a special event beer permit from the Town's Beer Board to Sell beer during the event. This shall comply with all regulations as set out in the special event permit. No permit is required if beer is not being sold.

Wine, alcohol and mixed drinks: No permit is required unless the alcohol is being sold. For all sales, all permitting requirements required by the State of Tennessee, Alcohol Beverage Commission must be met. A state issued catering license or appropriate licensing from the Alcohol Beverage Commission must be presented to the Town prior to the event.

The Town reserves the right to require the renter to provide professional security or the hiring of Town officers, depending on the size of the event and the conditions under which alcohol is being served. This shall be reviewed on a case-by-case basis for any event exceeding 100 people and is at the discretion of the Town.

All open containers of alcohol must be consumed on premises and is prohibited from the removal from the premises.

Under no circumstances may a minor be served any alcohol. Any violation may result in applicable legal penalties and the forfeiture of all deposits to the Town for the use of the facility.

The Town reserves the right to approve or disapprove the consummation of alcohol on City property based upon the size of the event, history with the applicant, or any other information that the Town thinks is relevant.

Park Rules

For your safety and protection, The Town of Ashland City has established the following rules and regulations for park use:

- Park hours are 5:30 am – 11 pm, seven days a week
- Park curfew for the park is 11:00 pm-5:30

- Glass bottles and containers are prohibited
- No unreasonably loud or raucous noise
- Pets must be on a leash, and all feces collected and disposed of properly by handler
- No pets allowed on athletic fields
- Golfing or (practice) driving of golf balls in the parks is prohibited
- Motorized vehicles are allowed in designated areas on pavement only
- No campfires allowed without prior approval
- No dunking booths, hot air balloons, pony rides, or horses/livestock allowed in City parks
- It is unlawful to cut or destroy vegetation
- All wildlife in City Parks is protected
- No overnight parking
- It is unlawful to litter in City Parks
- Advertising in City Parks is prohibited
- No off-road vehicles are allowed in City Parks
- Please obey all “Fields Closed” signs
- No fireworks allowed.

Vandalism: The Parks and Recreation Department inspects properties on a regular basis. Should you notice broken equipment, unsafe conditions or vandalism, report it to the Parks and Recreation office at 615-792-7553 ext. 5727. All non-emergency calls should be through the County Dispatch Office at 615-792-2098.

Portable Toilets: Additional toilets may be required based on how many attendees do you expect, how long will the event last, will there be alcohol, what is the level of physical activity involved and what is the weather going to be like. Ask for assistance if you are wondering how many will be required.

There is no variance from this policy. Please do not put the Town’s employees in an awkward position by requesting an exception to this policy!

Town of Ashland City

Parks & Recreation

Pavilion Rental Regulations

Pavilions are available on a first come first serve basis, if not reserved. Applications for renting a pavilion are available at Public Works or on the Town of Ashland City’s website. Rental fees must be paid at Public Works, 233 Tennessee Waltz Parkway, Suite 103, Ashland City, TN or by calling 615-792-4211 ext. 5232 (fee involved). Fees will be returned if the reservation is cancelled by the renter with a 7- day notice. Rental fees will be refunded if cancelled due to severe weather-related conditions, otherwise, there will be no refunds for rainouts. Rental requests can be made by calling 615-792-7553 ext. 5721 to check availability.

Pavilion Fees:

# Of hours (Min. 4)	Day	Rental Fee	AC Property Owner or resident	Deposit
	Monday-Friday	\$12.50 per hour	\$10.00 per hour	\$50.00
	Saturday-Sunday	\$15.00 per hour	\$12.50 per hour	\$100.00

Rental times are from 9 am to 1 pm, 2 pm to 6 pm and 6 pm to 10 pm.

Pavilions:

- 911 Memorial Playground Pavilion: seats 24, restrooms.
- Riverbluff Park Pavilion: seats 72, water, electric and restrooms.
- Christopher LaCrosse Pavilion: seats 72, water, electric and restrooms.

Town of Ashland City

Parks & Recreation

Facility Agreement for Athletic Fields

Applicant/Group Representative: _____
 Group/Organization: _____
 Address: _____
 City, State, Zip: _____
 Phone number: _____
 Additional phone number: _____
 Field requested (Location and which field): _____
 Pitching Distance: _____ Feet Base Distance: _____ Feet

Dates/Days: _____ (Please attach schedule)

Weeks Used: _____
 Hours requested: _____
 Number of Attendees expected: _____

Ashland City Elementary Ballfields (Softball)
J.W. Johns Jr. Park (Baseball)

Event Date: _____
Start Time: _____
End Time: _____

# Of hours (Min. 2)	Facility	Reservation Fee	Subtotal
	Ballfield	\$10.00 per hour	_____
	Lighting	\$15.00 per reservation	_____

Total amount Paid: _____

The applicant agrees that if said premises, or the buildings, equipment or furnishings thereon, are damaged during the terms of this agreement, by the act, default or negligence of the signed, or its officers, agents, employees, guests, patrons or any person or person admitted to said facility by the signed, the signed shall pay to the Town of Ashland City upon demand such sum as shall be necessary to restore said facility to the condition that it was in at the commencement of this agreement and to replace and to repair any equipment or furnishings so damaged.

Athletic Field Use Rules

- A. Please leave the park clean – dispose of all waste in designated receptacles.

- B. Reservation is for the designated athletic field only. It does not include any concession stands or bathroom facilities. All other park attractions and facilities are open to the public.
- C. In the event the organization is an athletic league, the organization shall provide Ashland City Parks and Recreation with a complete schedule of all games and practices to be played at the Parks and Recreation facilities, and proof of liability insurance naming Town of Ashland City in the amount of \$1,000,000.
- D. In the event a Town of Ashland City Parks and Recreation program or function conflicts with an organization's use of the athletic field identified in this agreement, the Parks and Recreation's program or function shall have the priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.
- E. Ashland City Parks and Recreation shall have the absolute right and discretion to cancel this agreement and any permission granted to the organization to use the park facilities in the event the organization fails to fully satisfy the rules set forth in this agreement, provided Parks and Recreation has given written notification to the organization of the specific rule infraction(s) and a reasonable time to correct any infraction(s) prior to cancellation.
- F. Organizations making the reservation shall be responsible for the supervision of parking and the supervision and control of spectators.
- G. Organizations and spectators shall follow all Park Use Rules.
- H. No tournaments will be scheduled until approval is given by the Ashland City Parks and Recreation Department Director.

Park Rules

For your safety and protection, The Town of Ashland City has established the following rules and regulations for park use:

- Park hours are 5:30 am – 11 pm, seven days a week
- Park curfew for community neighborhood parks is 11:00 pm-5:30 am
- No alcoholic beverages
- Gun carry by permit only
- Glass bottles and containers are prohibited
- No unreasonably loud or raucous noise
- Pets must be on a leash, and all feces collected and disposed of properly by handler
- No pets allowed on athletic fields or play areas
- Golfing or (practice) driving of golf balls in the parks is prohibited
- An event permit is required for organized activities
- Motorized vehicles are allowed in designated areas on pavement only
- No use of charcoal grills allowed
- No campfires allowed without prior approval

- No dunking booths, hot air balloons, pony rides, or horses/livestock allowed in City parks
- It is unlawful to cut or destroy vegetation
- All wildlife in City Parks is protected
- No overnight parking
- It is unlawful to litter in City Parks
- Advertising in City Parks is prohibited
- No off-road vehicles are allowed in City Parks
- Please obey all “Fields Closed” signs
- No fireworks allowed.

Vandalism

The Parks and Recreation Department inspects properties on a regular basis. Should you notice broken equipment, unsafe conditions, or vandalism, report it to the Parks and Recreation office at 615-792-7553 ext. 5727. All non-emergency calls should be through the County Dispatch Office at 615-792-2098.

Liability Insurance Requirements

- A. In the event the organization is an athletic league, a certificate of insurance indication comprehensive general liability coverage of not less than \$1,000,000.00 and naming the Town of Ashland City, Tennessee is required. Certificates must be delivered to the Parks and Recreation Director or his/her designee prior to issuance of any permit under this Policy.
- B. The liability of Ashland City Parks and Recreation for failure to honor an issued permit for use of the athletic fields in any park because of 1) an act of God; 2) condition of the facilities; 3) or other condition beyond the reasonable control of Ashland City Parks and Recreation, shall be limited to:
 1. Providing a mutually satisfactory alternate date and/or time for the event or activity scheduled under the permit.
 2. Refund of any monies received by the Town of Ashland City from the applicant/permit holder because of a specific permit.
- C. Liability Waiver: Participants on teams must sign a hold harmless liability waiver indemnifying the Town of Ashland City, Tennessee from all claims resulting from injuries, damages or losses sustained or associated with the use/program.
- D. The applicant, group, and/or league utilizing the equipment or facility under the terms of this agreement, agrees to indemnify and hold harmless and defend the Town of Ashland City, Tennessee, its officers, agents, and employees from any and all claims resulting from injuries, including death, damages, and losses including, but not limited to the general public, which may arise or may be alleged to have risen out of or in connection with the applicant, group or leagues’ use of the equipment or facility.

Signature of Applicant _____ Print Name _____

Date _____

Signature of Parks and Recreation Employee _____

Print Name _____ Date _____