



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

March 11, 2025, 6:00 PM

Agenda

Mayor: Gerald Greer

Council Members: Tim Adkins, Nicole Binkley, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. February 11, 2025, Regularly Scheduled City Council Meeting Minutes
2. February 3, 2025, Special Called City Council Meeting Minutes
3. February 4, 2025, Special Called City Council Meeting Minutes

PUBLIC FORUM

REPORTS

4. ATTORNEY: Jennifer Noe

UNFINISHED BUSINESS

5. Award the Luxury Flooring Bid
6. RESOLUTION 2025-13 - TCRS Hazardous Duty Supplemental Retirement Benefit

NEW BUSINESS

7. ORDINANCE 634: Rezone 111 Boyd Street - 1st Reading
8. ORDINANCE 635: Rezone 570 Main Street - 1st Reading
9. ORDINANCE 636: Rezone 113 Ruth Drive - 1st Reading
10. ORDINANCE 637: Standard Speed Limit in Ashland City
11. ORDINANCE 638: Standards for approving speed bumps
12. RESOLUTION 2025-14: Amending the Water and Sewer Department Rules and Regulations
13. RESOLUTION 2025-15: Amend the wording on the dress code policy
14. RESOLUTION: 2025-16 - Accepting the award for the vehicle expansion program
15. Consulting Agreement for Budget Services
16. Trademark Consent Agreement Summerfest
17. Award the Belt Press Bid
18. Permission to apply for THSO grant.
19. Appointment of the Municipal Judge

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

20. Employee Appeal

ADJOURNMENT

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



TOWN OF ASHLAND CITY

Special Called combined board Meeting

February 03, 2025, 6:00 PM

Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 6:30 p.m.

ROLL CALL

Mayor Gerald Greer

Vice Mayor Chris Kerrigan

Councilman Tim Adkins

Councilwoman: Nicole Binkley

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

APPROVAL OF AGENDA

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

PUBLIC HEARING

1. Joint meeting with City Council, BZA, and Planning Boards

A motion was made by Councilwoman Binkley, Seconded by Vice Mayor Kerrigan, to close the public hearing. All approved by voice vote.

APPROVAL OF MINUTES

NONE

PUBLIC FORUM

Mr. Guy – wants to build a Mother-in-law suite in his side yard about 400 to 600 sq ft. The zoning is worded so that he is just under the required space to build it. He is not in a hurry and just wanted us to take a look into the guidelines because there is not a clear definition of mother-in-law suites in our zoning like other cities have. He has .5 acres, and the side lot is .25 acres for the building space and in the zoning, he would need .52 acres.

NEW BUSINESS

2. Discussion of the New Ordinances to replace # 179 – Mr. Rick Gregory presented the re-write of ordinance # 179 that the Planning Commission has worked on for the year to year and a half. They are taking Ordinance # 179 and all of the amendments and ordinances that followed, making changes and embedding them in a clean version of a new clean ordinance. No wholesale changes. Removed the R-4 mixed Density residential district because we do not have any in Ashland City.

Document will be presented to repeal the old ordinance and all the amendments, and they will all be in the new ordinance.

Definitions changes: 2.010 – a lot of these belong in the flood ordinance, going back to ordinance 547 that is the current flood ordinance, all of these definitions are found in the flood ordinance. They have been removed so that if the flood ordinance changes in the future, it does not cause conflict if this ordinance is not also changed.

Historic District - has been moved to an appendix in case the council wants to add it. We currently do not have and Historic District, so it does not have to be in the ordinance. It also references a Historic District Commission that can be added in the future if needed.

Adult Uses changes – The language was weak, so he dropped in language that the county adopted, and the County Attorney felt comfortable with, so he was comfortable in adding it.

Child Day Care changes – It now mimics what the state considers daycare language.

Private wastewater treatment, Public Wastewater, Public Water – No changes. No need for Private Wastewater System but does not hurt to leave it there.

Use Categories: stayed intact but he moved things around.

Added: Mobile Home Park, Bed and Breakfast Home Residence, and filled in some other uses. Moved Daycare Center to Convenience Commercial.

These changes are made through the Planning Commission through discussions on different cycles.

3.050 changes – Corner lots

Added Street Site to clean up the requirements to make sense.

It currently states that the side yard setback requirements for corner lot shall be the same as the front setback requirements for the next adjacent lot running on the street and that side yard of the corner lot faces. He dropped in streetside to differentiate the side that is supposed to match the adjacent property with the hope of eliminating confusion.

Principal and External Structure on a residential lot - Kept 600 sq ft requirement but will need to drop in Plot plan requirements.

Bond – Added call for Bond Performance only to also allow letter of credit or other forms of surety.

Landscape treatment regulations – Replaced language that was unnecessary of contradictory.

Performance Standards for Radioactive Material – He left the way it is. May never be needed but may need it in the future.

Standards Regulating Glare - He did not change anything. May never be needed but may need it in the future.

4.010 Supplemental uses

Parking Spaces – Settled on 200 sq. ft. and 10 feet at the narrowest dimension. Took out the one for 162 square feet.

Other Land Uses – Provisions for the number of parking spaces required. These were recommended by the planning commission and traffic generation facilities.

Temporary Use Regulations – They added different Temporary uses to expand the numbers and types of uses.

Home Occupations - Added requirements to bring to the planning commission and if they meet the requirements they do not have to proceed farther.

Fall- out shelter restrictions - still in place with no changes. They did not need them lately but they are still there.

International Building code – Given a new name and added.

Mobile Home Park – They tried to Mimic what the standard is that the County adopted.

Cul-De-Sac Street projects – adjusted the wording for the frontage on the Cul-De-Sac.

Cluster – R-4 mixed density residential. There are no cluster residential developments in town. The provisions for residential clusters are what you would expect to find in the subdivision regulations. It was dropped from the ordinance with the approval of the planning commission.

Multi-family development – It is still there just revised how to achieve it in a better way.

Adult oriented business - added to the zoning ordinance. It is established by criteria.

Campground Commercial - Added to the zoning. Matches the county requirements.

Changes to Modifications – Made a little more standard. What was there was a little confusing, so it is cleaned up for easier comprehension.

Zoning Districts: stayed the same for the most part. The language was cleaned up to be less confusing.

Special Group Care Facilities: Added to the ordinance.

Prefab Housing: Removed

Boarding rooms: Removed

10-acre requirement for multifamily development: Removed

Single Family Development - Added back in to the zoning ordinance

Auction and consignment sales - Removed - Old requirements in the Central Business District is not used today.

Building Height – There was special consideration for height in the c-1 district with additional setbacks. The language was confusing, so it was made clear.

5-acre requirement: for residential removal. There are no large lots left in town.

2-acre requirement Commercial: Removed and smaller lot size was added.

Outdoor firearms training facility: A better set of standards was added.

Mr. Rick Gregory: stated it has been a long time since we have been working on this but will be worth it to have a better document.

Nicole Binkley: Asked if we need to look at the parking size again? She noticed it had an attachment of an email.

Mr. Rick Gregory: stated that there is no rush to change it, but it might in the future be hard for certain businesses having a hard time fitting in the number of spaces needed.

Mayor Greer added that the following Board Members attended this meeting.

BZA Member:

Garrett Mayberry

Planning Commission Members:

Micah Faraby

Melody Sleeper

Steven Stratton

Vivian Fosten

Mike Stewart

Mayor Greer had another question: We have some big projects that the city is involved in. Is it Standard Procedure or when we have a big project, as a councilmember I was only privy to basic floor plans and the exterior rendering. Do other cities usually get more involved in these documents from the planning commission and City Council?

Mr. Rick Gregory: Short answer is no. It has to do with timing and projects and low bids, and it is already done before they get to see any of it. It has most to do with budget than anything.

ADJOURNMENT

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:21 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



TOWN OF ASHLAND CITY
Special called City Council Meeting
February 04, 2025
IMMEDIATELY FOLLOWING THE
REGULARLY SCHEDULED WORKSHOP
MEETING
Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 7:25 p.m.

ROLL CALL

Mayor Gerald Greer
Vice Mayor Chris Kerrigan
Councilman Tim Adkins
Councilwoman: Nicole Binkley
Councilman Michael Smith
Councilman Kevin Thompson
Councilman Tony Young

APPROVAL OF AGENDA

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

PUBLIC HEARING

1. City Hall Change Orders

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to close the public hearing. All approved by voice vote.

APPROVAL OF MINUTES

NONE

PUBLIC FORUM

NONE

UNFINISHED BUSINESS

2. Contract Amendments for City Hall

Attorney Noe started and asked Josh Wright if he would like to speak about some of the change orders for the new city hall.

Josh Wright asked which change orders she is referring to.

Attorney Noe stated: Change order # 25 and Change order #30

Josh Wright: we had submitted a Monument Sign to the mayor, Allen and Ms. Jennifer and it was free of charge to the city for the design. I volunteered in a meeting when the mayor mentioned he wanted it to look like city hall and the design was to match the city hall design. I saw the quote from Solomon Builders, and you all discussed that at the last meeting. I did not know it would be that expensive. What mayor and Allen asked me to do was provide 2 more designs that are not quite as elaborate, so I have provided those to Allen and the mayor for your review and I am guessing that is what y'all are looking at right now. So, do y'all have any questions on them.

Councilman Thompson: Do you have the prices on theses designs?

Josh Wright: I don't think we have that information from Solomon Builder's yet. There is a lot less masonry on both of those designs. Solomon Builders provides the city with those quotes so you will have to ask them when they will have them. I would say they should have them quick

Attorney Noe: asked if they might be ready for the Council meeting on Tuesday February 11, 2025?

Councilman Thompson: The sign was originally going to be at the front of the building, how much money are we saving by not having that sign right in the front?

Josh Wright: I have asked Cody with Solomon Builders to provide that number to me.

Mayor Greer: asked Councilman Thompson "Are you talking about the Monument that was part of the architectural?" Mayor Greer stated that he thinks we were credited for some of that cost. It was some but not a lot.

Josh Wright: It was a monument sign that was right in front of the flags.

Mayor Greer: stated it would be redundant to have 2 monuments.

Councilman Thompson: I was just looking at how much money we saved on that sign.

Mayor Greer: explained we already budgeted for the LED sign to go out front so this will take the place of that. It will fit in a little better. The first monument sign was a little too large and too expensive, so we scaled it down to get it at a more acceptable cost.

Allen Nicholson: Councilman Adkins sent me the image of the sign with the 2 pillars and the sign in the middle connecting them. All the schools have used that design.

Josh Wright: Mayor if I may, you are right there is a little bit of a steel structure with the split design that will have to be added to the columns because they will shift if they are not somewhat attached, and that sign is not strong enough to attach the columns without them.

Mayor Greer: So, are you saying the other one would be more cost effective?

Josh Wright: That would be my guess.

Councilman Thompson: Do we need to make a decision on the sign tonight?

Mayor Greer: Let's wait and see what the cost is first. I tried and tried, and he could not get a response from the masonry company. What is next?

Attorney Noe: #30 is the original pricing. Asked to make a motion to defer until next week.

A motion was made by Councilman Smith, Seconded by Councilwoman Binkley, to approve the December 10, 2024, City Council Meeting Minutes. All approved by voice vote.

Attorney Noe: stated Josh was not on the workshop agenda, so she asked the council if they wanted an update on City Hall or had any other questions.

Josh Wright: sure, I can give an update.

I met with Clinton Dodson today our superintendent. He continues to pour exterior concrete. The large store front windows have been installed. The ceiling grid is being installed right now. The walls are almost all primed and have a 1st coat of paint, which is exciting. Mechanical, they are going to install grills after the grids are installed. The HVAC condensers will begin installation while that's going on. Today, the drive through window and bill drop was installed today. So, pretty cool.

Attorney Noe: The drive through window is on the one side, what was resolved as far as the sidewalks so that handicapped people could get into the building?

Josh Wright: Sure, there is a sidewalk that goes from the back parking lot around the front of the council chamber. I was asked about that, and I think it was Vice Mayor Kerrigan asked about that but there is a sidewalk that will wrap around the front of the council chamber. Folks will be able to park in the back and get to that entrance.

Attorney Noe: What about the handicapped parking that is in front of the building? How do they get in?

Josh Wright: Mayor, Allen, and I have talked about that. We have talked about shifting, right now the civil engineer has shown 3 handicapped parking spaces out front. What we talked about is keeping one of the handicapped parking spaces out front and moving the other 2 around to the back and code wise there is no reason we cannot do that. That is kind of what we have been talking about doing for the ADA parking.

Attorney Noe: So how are they getting from the front of the building to the door?

Josh Wright: They wouldn't be able to park in the front and get to the front entry where they pay. That would be more for employees to use. They could park right there and be able to walk right into the building.

Attorney Noe: The handicapped parking in front would not be able to get into the building?

Josh Wright: The handicapped parking in the front would be able to get into the building, they are just won't be able to go around to where the drive through is and get into that entrance. There will be 3 entrances that will be accessed from the front of the building.

Attorney Noe: But those are for employees only, correct?

Josh Wright: They could be. They could be either or depends on how the city wants to designate parking. You could put up a sign that says public parking around back. However, the city chooses to do it.

Attorney Noe: Ok, I guess I am confused because we paid to have the doors moved, those 3 doors do that we would have security in the building. The only offices in the front are the mayor and employees so why would the public in a handicapped parking spot be coming in the front door?

Josh Wright: I just said they don't have to. If the city decides to designate that as employee parking, the city can do that. That is no problem.

Attorney Noe: So, you are going to change the design and put all the handicapped parking in the back.

Josh Wright: we have talked about that, yes ma'am. We talked about taking 2 of the handicapped parking spots and moving them to the back where they will be right adjacent to the building so they will be able to get in. There will be 1 ADA compliant parking space in the front and that will open 2 more parking spaces for employees.

Attorney Noe: That ADA compliant parking spot would be only for an employee?

Josh Wright: we have to have at least 1, so that is why we have to have at least 1 there.

Attorney Noe: Yes, but you cannot get from the front of the building to the side of the building because there is not a continuous sidewalk.

Josh Wright: The only way that somebody would be able to get from the front of the building to the side where they would pay bills is somebody would have to let them in. There is no way they would be able to get from the front parking area all the way around. They would have to walk all the way around the building, or they would have to walk in the driveway.

Mayor Greer: We would have to designate the 1 handicapped parking space in the front strictly handicapped employee. We do not want people in wheelchairs to go down a 2-lane entryway.

Attorney Noe: How would you make sure that someone from the public does not take that first handicapped spot they see?

Mayor Greer: Well, they would have a rough time entering the building.

Councilman Smith: you would have to put a sign up that designates that as an employee handicapped parking only.

Councilwoman Binkley: I have a question. I was lucky enough to tour the facility this past week and when we pulled up, they were ripping out the sidewalk. Do you happen to know what the reason was for that?

Josh Wright: Yes ma'am, there were 2 or 3 sections the project superintendent was not happy with the pour, so he made them tear it out and repair it.

Councilwoman Binkley: Do you know if they have completed that yet?

Josh Wright: I don't know. I didn't look at that today. He did tell me that it had to happen in a couple of sections.

Councilwoman Binkley: ok

Mayor Greer: I was there on Sunday, and it had not been fixed.

Attorney Noe: Have you heard from the State Fire Marshal about approval of the change plan?

Josh Wright: Yes Ma'am. So, he sent back a long list of things that he wanted done. I am almost finished with those. I should be finished by tomorrow or Thursday.

Attorney Noe: Ok, because some of that work has already been done before the State Fire Marshal signed off on them, correct?

Josh Wright: We had verbal approval from the State Fire Marshal inspector and the planner that we could do some of that work and I have that documented from them. They gave the verbal approval, and they not only gave it to me they gave it to Clinton Dodson the project superintendent.

Attorney Noe: So, we do not have anything in writing?

Josh Wright: I am hopeful, he was pretty quick in getting his first round of comments back to us. So, I think we should have something back, hopefully in a week of turning them in. What he required us to do is have our engineers revise their plans. I have never had to do that with an architect supplemental instruction before with the State Fire Marshal's office. We are going to take care of it.

Vice Mayor Kerrigan: How many change orders have happened on this project?

Josh Wright: There are 2 lists, and I would not call them change orders. We have a contingency bucket that I have on every project, and we are required by USDA to have that. Then, there are official change orders. Those change orders get sent to USDA and they are approved by you. We have only had (paused) the contingency is already in the budget. The city is not spending any more money than if it is in contingency and we have something come up and we can take it out of contingency then the city is not out of any money. We have had one change order, and it was for a time extension and for the access control adds and that was the only change order we have had.

Mayor Greer: So, are there 2 contingency funds? One is the architect's contingency and the other is contingency fund from USDA. Both of those contingency funds are subject to approval by the Fire Marshal for change orders, correct? The architects should go through the same process I would assume.

Josh Wright: Mayor they are not required to be approved by the State Fire Marshal's office unless it is something that effects the building code or life safety and then that has to go through and so that is what we have done with this plan review that we have sent to the Fire Marshal's office and he has already commented and I am trying to get that back. All of those items that are life safety changes, those have been submitted.

Attorney Noe: How many changes are there that have come out of your contingency fund?

Josh Wright: I've got those right here. There are 21 items in the contingency log and 6 of those are actually credits to the contingency fund, so there have been 15 changes in the contingency bucket.

Councilman Smith: How much was your contingency fund?

Josh Wright: The contingency started off at \$ 177,550.00.

Councilman Smith: When you make changes, do you have to get that approved by USDA to use that money?

Josh Wright: The contingency is not specifically what we have been told by Vance Hamilton and George Davis who are with USDA, and we have done this with the Fire Station project. As long as it came out of contingency and we documented it, it is ok. Now if George has changed that I am unaware. It has to be approved by Mayor Greer, and we had almost 8 months of the project with the previous mayor, and he had to approve those as well.

Councilman Thompson: How much do you have left of the \$ 177,550.00?

Josh Wright: As of today, we are zeroed out.

Attorney Noe: One of those change orders was to add the doors back in that were in the original plans, Is that correct?

Josh Wright: Uh- huh and nodded yes.

Attorney Noe: That was for \$ 36,000.00?

Josh Wright: uh-huh and nodded yes. I would like to address that if I may? The doors were removed, I have a 43-page timeline here on the entire project and how I have been involved. September 20, 2022, beginning at 10 am in the Public Works Building. There was a meeting with Mayor JT Smith, we did a comprehensive final plan review and Mayor Smith approved those plans. We got our first plans review with the State Fire Marshal's office on 10-25-2022. I provided a response to the First plans review on 12-27-2022. Then we got our 2nd State Fire Marshal office plans review on 1-13-2023. On February 24, 2023, I had a meeting with Mayor JT Smith, Chuck Walker, Violet Black, Allen Nicholson, and Gary Carpenter, and Myself. We reviewed the State Fire Marshal's office plan review # 2. Those doors were removed at that time. After my meeting, which was on February 24, 2023, I submitted my response to plan review #2 on February 18, 2023. Then we received a 3rd plan review, and I requested a meeting with our plan reviewer supervisor. That was a zoom call, let me back up. Our plan review #3 was received on March 31, 2023. I had a zoom call with the plan reviewer's supervisor Phillip Cameron, Danny Peck was on that call and our plans reviewer Ricky Cottrell. We discussed a

lot of things and one of those things that saved the city some money was to remove the Ratings, the fire ratings on the mechanical room, the storage room and the electrical rooms. On that zoom call we discussed several things, and we referred to moving those doors in that zoom call. I had a previous phone call with Ricky Cottrell, our plans reviewer, who told me he did not see any way that I could leave those doors in and get a permit so that is what I did. After that zoom call we received, our plans got approved on April 21, 2023. The next meeting I had was a final plan and finishes review with Mayor JT Smith, Gayle Bowman, Violet Black, and Myself. We met at the Public Works Building on July 10, 2023, at 8 am and we went through the entire set of plans with the doors being removed and the fire ratings being removed and everything and the mayor signed off on that. Any questions so far?

Vice Mayor Kerrigan: So, who told you to remove the doors?

Josh Wright: My meeting with the Fire Marshal plan reviewer, I had a phone call with Ricky Cottrell, he told me he didn't think there was any way that I could keep those doors in there and still meet building code and life safety code.

Vice Mayor Kerrigan: You have nothing in writing from him, you said you spoke with the State Fire Marshal's office a couple times before that? Did they say something to you about them?

Josh Wright: Ricky Cottrell is the State Fire Marshal's office.

Vice Mayor Kerrigan: ok, so they just didn't think it would go through, so they told you to take them out?

Josh Wright: He told me he didn't think there was any way that I would be able to pass the building code and life safety code with the doors in there.

Mayor Greer: We don't have that in writing.

Josh Wright: The only thing that I have Mayor is a recorded phone call. The zoom call where he did refer to and said, "Now that you have taken those doors out you can do this".

Mayor Greer: In that phone call did he tell you to take them out?

Josh Wright: In a previous phone call yes sir.

Mayor Greer: But that is not recorded?

Josh Wright: No.

Vice Mayor Kerrigan: So, that resulted in \$ 81,000.00 worth of door locks and now we have doors back? So, now the State Fire Marshal's office is ok with it?

Josh Wright: If you let me finish, I will explain the whole timeline to you. The final plans and finishes review that had all the Fire Marshal Changes exterior and interior were reviewed on July 10, 2023, at Public Works with JT Smith, Gayle Bowman, Violet Black, and myself. I went and made sure that the former knew what they made me do and what I did, and it was approved.

Councilman Smith: Can I ask just one last question? The guy that told you to take the doors out, if you ask him today, would he say that he told you that?

Josh Wright: Thank you for asking that question. Once we got into construction, Mayor Greer was sworn in and brought in and Allen and the staff and we were all looking at these corridors and everybody said why did we have to take the doors out? My response was, I was told to take them out. I don't agree with it but they are the jurisdiction and have authority and so that is what I did.

Mayor Greer: Is this the type of situation that one of our local officials, like a fire chief, could make a different decision?

Josh Wright: No, sir. The State Fire Marshal's office is for this particular project and life safety, they are the jurisdictions that have authority.

Mayor Greer: But now it is ok for us to put them back in? Why is that?

Josh Wright: You would have to ask Ricky Cottrell that question.

Mayor Greer: You should have that answer. We should know why because now it is costing us a lot of money to put them back in.

Josh Wright: I can tell you what he told me; what he told me was "I don't know why I made you do that, and I don't remember telling you to do that". That's what he told me.

Mayor Greer: That is what he has told us too. He did not ask to have them removed.

Josh Wright: So, the fact that he told me in a previous phone call that he did not see how I could pass the building code and life safety code with those doors in there, I went, and I made sure that the mayor knew. I've got more dates and times. July 10th is when I had that meeting with the former mayor, and he approved of the plans. City Hall when the bids were advertised on July 18, 2023. There was a mandatory pre-bid meeting for the project on July 31, 2023. The 2 general contractors that priced the job were there as well as the former mayor, Chuck Walker, Violet Black, Allen Nicholson, and Gary Carpenter. The City Hall bid opening happened on August 18, 2023, the city council awarded the bid on August 22, 2023. Our notice of award was sent to Solomon Builders on September 5, 2023. The contract for construction was executed on October 25, 2023. We had our first owner and architect contract meeting on January 10, 2024. Solomon Builder's began construction on January 12, 2024. We had a 2nd owner and architect contract meeting on January 24, 2024, and then on February 13, 2024, I had a meeting at Fire Station 2 at 10:30 am with Chuck Walker, Derek Noe, Allen Nicholson, and Gary Carpenter. At the meeting the Fire Connection was discussed, and Chief Noe gave me verbal approval of where it was at. Also, at that meeting, I will say this about the city plans review. Gary Carpenter is one of the most thorough plan reviewers I have ever met and if you look at his set of drawings He had notes all over that set of drawings. We went through the plans from top to bottom, Gary and I did. Allen was there, I remember having to take care of things and coming back but all of us went through the plans that day. Nothing was said about the doors missing, nothing.

Councilman Smith: Can I ask another question?

Josh Wright: Yes sir.

Councilman Smith: Stay on the door issue, when you took the doors out, I assume you redesigned it to do all the individual doors with the safety locks on them, would that have to be approved by the State Fire Marshal's office?

Josh Wright: Great Question Councilman, we actually deleted 5 doors, and we only added back 3 doors. The 3 we added back there is one door that was in the location it was and the other 2 are in a different location.

Councilman Smith: No, I am talking about when you removed the original one, then you brought the new plans out and we looked at them and it had a whole bunch of doors on it.

Josh Wright: Are you talking about access control?

Councilman Smith: Yes. When you made those changes, did all of that have to be approved by the State Fire Marshal's office?

Josh Wright: The doors that we were adding in yes. I have put on my plans that those 3 doors we added in have access control.

Attorney Noe: But they have not been approved.

Josh Wright: We had verbal approval from Jason Kimbrough our inspector, and Ricky Cottrell our plan reviewer. Mr. Cottrell also told me to move a janitor's closet door to the council chamber's side. I did not agree with that, but you can ask Allen anytime I have a project I do not argue with the code's official. Do you want to know why, He is the jurisdiction having authority. That is the way the building code reads. The jurisdiction having authority, they have the final say. Allen knows this about me, and I don't argue with Allen. If I have a project and he says Josh I don't think or Gary I don't argue with them. They are the jurisdiction having authority. So, I don't know why Mr. Cottrell has amnesia, I don't but I can tell you this much, I did what I was told. I reviewed it with the folks that were here, and we got a building permit to start construction on this project.

Allen Nicholson: Just so the council is aware that we do not have any authority or jurisdiction. It is all State and there is no sense in us approving it when they have already done a thorough review.

Derek Noe: The only time we would get involved is a local ordinance that gives us authority. We can be stricter than the state, but we cannot be less strict.

Attorney Noe: As Chief you would have authority with drawing and things with the sprinkler systems. You have some authority over that, is that correct?

Derek Noe: we do not have authority, the State Fire Marshal's office will reach out and ask us if it works before it is approved. If the State says something has to be installed in a specific spot or you need an accelerator on the sprinkler system. We cannot Trump their decision.

Councilwoman Binkley: He brings up a good point. How did the sprinkler pipe end up in one of the offices rather than the sprinkler room? How did that happen?

Josh Wright: I am glad you brought that up, there was a comment from the Fire Marshal's office, and it said that per the building code, and the building code states 2 things. It has to be on the front facing façade or the fire code official can designate where that goes. I had a meeting that Chief Noe was at and that was discussed. I can give you a date and time when that was discussed. That was discussed on February 13, 2024, the entire set of plans were gone through, and we discussed the fire department connection at that meeting.

Attorney Noe: So, it was decided at that meeting to put it in a room?

Josh Wright: It was decided at that meeting that the Fire Code official was ok with where the engineer showed him.

Mayor Greer: Didn't the engineer show it on the side of the building coming out of the sprinkler room?

Josh Wright: Yes, mayor in the first round of plans that is where we wanted it. There was a comment, and I can show you the comment and the building code clearly states that the Fire Code official can choose where it goes.

Mayor Greer: Why didn't we opt to ask the official fire code if we could just leave it on the side. If the fire code official says it can go, then it can go there.

Attorney Noe: That would be our fire code official, correct?

Josh Wright: that would be Derek Noe, and it was discussed in a meeting on February 13, 2024, 9 am at Station #2. In attendance for the meeting were Deputy Chief Derek Noe, Alen Nicholson was in and out and Gary Carpenter and myself went through every sheet of plans and the Fire Department Connection was discussed.

Derek Noe: I do remember some of that meeting and it being on the side and the State Fire Marshal's office wanted it moved to the front. I did not see a problem with it on the front and to be transparent I did not think about the pipe having to be chased as far as the valve being on the front. Speaking for the Fire Department, our guys like them where they can see them and if they are not on the front with the new construction, we make them have a sign with the location marked. We also discussed in that meeting that if we pull a truck on that side of the building it is so tight and the building is truly on fire and we are supporting that sprinkler system that puts us very tight to the building. I will own that as far as the chase or the pipe inside the office.

Josh Wright: Can I make one comment, Mayor Greer has been great to work with, Mayor Smith was great to work with, Mayor Allen was great to work with, Mayor Johnson was great to work with, I have worked with 4 different administrations on this building and that might not ring a bell but each mayor has an idea of things that they would like to do with the city but also with city hall. We have tried to accommodate each one and at this point we are 60 days away from this building being finished. 60 days and I am talking to Clinton Dodson, and I am at the job site 3 days a week right now and we are working frantically to get done. They have asked for an extension, but I will shoot straight they are still trying to make that original date that they told y'all. They want to over deliver so we are all trying to make it so they can get finished and you all can get in there. I am happy to share this time line with you all and I also have a signed document with the former mayors signature where approved the plans. You can have this, and I cannot be any more honest and transparent about this whole process and I think that is all you all would ask from me and that is what I am doing. I think it is important to understand what the Fire Marshal told me to do to save the city money and you say now it is not because we are adding it back, but the previous administration was ok with that.

Mayor Greer: When you did this, you should have advised the city by taking those doors that it was going to put our employees at a security risk.

Josh Wright: I can answer that mayor. The former mayor and this is a compliment to you, the former mayor did not involve the employees like you do. That did not happen before you were mayor.

Vice Mayor Kerrigan: You say that Josh, but part of that is on you. If you're the project manager and take something out for safety and it was for the employees and even if the mayor signed off on it, you could say hey Mayor all of these employees are going to be here. People

will have access to them and at the current city hall there are security measures and at past city halls we had security measures. You acted as project manager and had a lot of people in meetings with you but you're the one in charge of what is going on with the plans and what is going on at the site right.

Josh Wright: I am not, I am not the project manager.

Vice Mayor Kerrigan: Who is our project manager?

Josh Wright: Cody Abney with Solomon Builder's. I am your architect and there is a difference. I take orders from whoever my contract says I take orders from. My contract says I take orders from the mayor. I can provide you with a copy of the contract if you would like to have it. That is who I take orders from, and should the previous mayor have involved employees well you would have to ask him. I did what JT Smith told me to do because he was my owner's representative at that time.

Vice Mayor Kerrigan: I still believe that as someone who was the architect for the building when you take something as important as that out, I would have mentioned it to the mayor and said Hey you did this. It has ended up costing a whole lot of money for the taxpayer and it is not just one issue there have been many issues. We had issues with previous projects that cost a lot of extra money. We have talked about issues several times and it seems to snowball, and the common denominator is the architect. We have had to make changes, and we are wondering why it was not that way from the beginning.

Josh Wright: It was that way from the beginning. I can show you and prove it to you. I am not the jurisdiction having authority and that is the part I don't know that you're getting. When the jurisdiction tells me to do something I do it. Now, he can say he doesn't remember okay and that is fine. It's the same thing on Station 1 when we have all the proper plan approvals all of them and the field inspector supervisor walked through there and made us change a bunch of things. That's not my fault and that is not Ashland City's fault, that is nobody's fault, that is called the jurisdiction having authority. They dictate what we do, they dictate what I do. There are plenty of times I don't agree with them, but I do it. The reason I do it is I don't get a permit. So, if they don't approve plans, we don't get a building. Then you have every right to look at me and say hey architect why don't we have plan approval? I went through the proper channels; I got the plans approved and I don't know why this particular plan reviewer has forgotten what he told me. I don't know why, but I do know there is a call that I recorded because I got tired of this stuff. He told me, "Well now that you have taken all the doors out you don't have this problem. Three minutes later he said you do not have to have all these walls rated so you can take that out. That is what the man said. If you want to hear the recording, I will be happy to let you hear it. That is what he said, and he cannot have it both ways. He can't say I didn't tell him to do this or do that, I have a recording where the man told me to take the ratings out.

Mayor Greer: Can we get a copy of that recording? Not a snip it but the recording in full.

Josh Wright: I have provided that to Ms. Jennifer. It is 27 minutes or something like that. It is all there, and you can hear him tell me to take the rated fire walls out you don't need those. Fully sprinklered building. I didn't agree with him telling me to take the doors out, there are more exits on this building I can guarantee you than any building in Ashland City. I don't understand why he told me to do that.

Mayor Greer: But you don't have it in writing, and he denies that he told you that.

Josh Wright: Well, it is his word against mine mayor.

Mayor Greer: but you don't have it in writing.

Josh Wright: It is his word against mine, but you do have a building permit.

Attorney Noe: Has the payment window been finished for the court department because that was not included in the original plans?

Josh Wright: It has been ordered but he does not know if it was put in or not.

Attorney Noe: we do not have approval of the State Fire Marshal on that either.

Josh Wright: The State Fire Marshal is not going to have a problem with that. It is a fully sprinklered building and the corridors are not rated, we have windows in other places so there will not be any problems.

Attorney Noe: When was that submitted?

Josh Wright: advised he would give her the date. It was provided by Allen Nicholson but could not hear it on video. As soon as the contingency fund was approved to take that out of the

contingency fund, I had it sent to the Fire Marshal's office on Monday. Do y'all have any more questions for me? Thank y'all for allowing me to speak.

NEW BUSINESS

3. CPA Services Quote – Attorney Noe stated that this is from Mauldin and Jenkins. Our current auditor has found some issues with our accounting, and they are auditors and not there to fix our problem. They required us to hire an outside CPA to fix the issues. Allen has sent out numerous emails for bids and we had 2 responses. This is one of them that responded, and they listed the city of Lebanon as a reference, and I know the city attorney there well and called and they recommended them. The 2nd bid was a little less, but this is a bigger firm and more familiar with some of our issues. The cost is \$ 23,805.00. The current audit cannot continue without this help. Without this help the auditor cannot finish the current books and it will affect the budget process and cause it to be a little late as well.
A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the Mauldin & Jenkins CPA contract. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Adkins, Mayor Greer. Voting Nay: 0

OTHER

4. City Hall Bench Pew Seating – Mayor Greer stated we are going to need additional money for furniture. The original chairs chosen for the courtroom are not the best option for many reasons, chairs with fabric are not a good option because they retain odors, stains, absorb bodily fluids, and wear quickly. Most courtrooms have bench style seating made of wood. They last longer and can be refinished if needed. The style chairs that were chosen are metal construction and we are not sure of their longevity of them. Neither of the options will be bolted to the floor as it will limit the capacity of the courtroom. The prices are increased with the pews, but they will last longer. The price goes from \$ 95, 020.00 for the metal chairs, it would be \$ 179, 144.00 for the pews. The overage is \$ 84, 124.00. We have a contingency that we can draw from but needs council approval to draw from it to purchase the proper furniture.
A motion was made by Councilman Smith, Seconded by Councilwoman Binkley, to approve the purchase of the pews and drawing the additional funds from the contingency bucket. Voting Yea: Councilman Smith, Councilwoman Binkley, Councilman Thompson, Councilman Young, Vice Mayor Kerrigan, Councilman Adkins, Mayor Greer. Voting Nay

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 8:23 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

RESOLUTION 2025-13

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE the TCRS Hazardous Duty Supplemental Retirement Benefit, Public Chapter 919. For the Police and Firefighters only to come out and perform a Study at the cost of\$ 1500.00.

WHEREAS in 2024, the State of Tennessee General Assembly took a significant step in addressing the unique challenges faced by Tennessee's public safety officers who are part of the Tennessee consolidated retirement system (TCRS) by unanimously passing House Bill 2683, now codified as Public Chapter 919; and

WHEREAS the benefit is particularly significant for public safety officers, whose careers are often marked by physical and psychological demands that can accelerate their departure from active service compared to other public sector employees; and

WHEREAS the local government may choose to increase its employer contribution rate to the retirement system for the upcoming physical year. Under this method the local government spreads the cost of the supplemental benefit over the course of the next physical year (July 1- June 30).; and

WHEREAS there is a specific criterion that public safety officers in Tennessee must meet to qualify for the hazardous duty supplemental benefit.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approve the study costing \$ 1500.00 for the TCRS – Hazardous Duty Supplemental Retirement Benefit for Police and Firefighters.

We, the City Council, meeting in Regular Session on this the 11th day of March 2025, move for the adoption of the Resolution as set out above.

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE

ORDINANCE NO. 634

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF
ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 005.00 OF CHEATHAM
COUNTY TAX MAP 055C, GROUP S, LOCATED AT 111 BOYD STREET**

WHEREAS, said portion of property requested to be rezoned from R-3, Residential District, to R-4 PUD, Residential District, is located in the corporate limits of the Town of Ashland City; and

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 03, 2025, with a recommendation for approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:

SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcel included on Tax Map 055C, Group S, Parcel 005.00, located at 111 Boyd Street be rezoned from R-3 (Medium-Density Residential) district to the R-4 PUD (High-Density Residential Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned R-4 PUD is marked with a red "X" and shown on the map below.

SECTION 2. This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

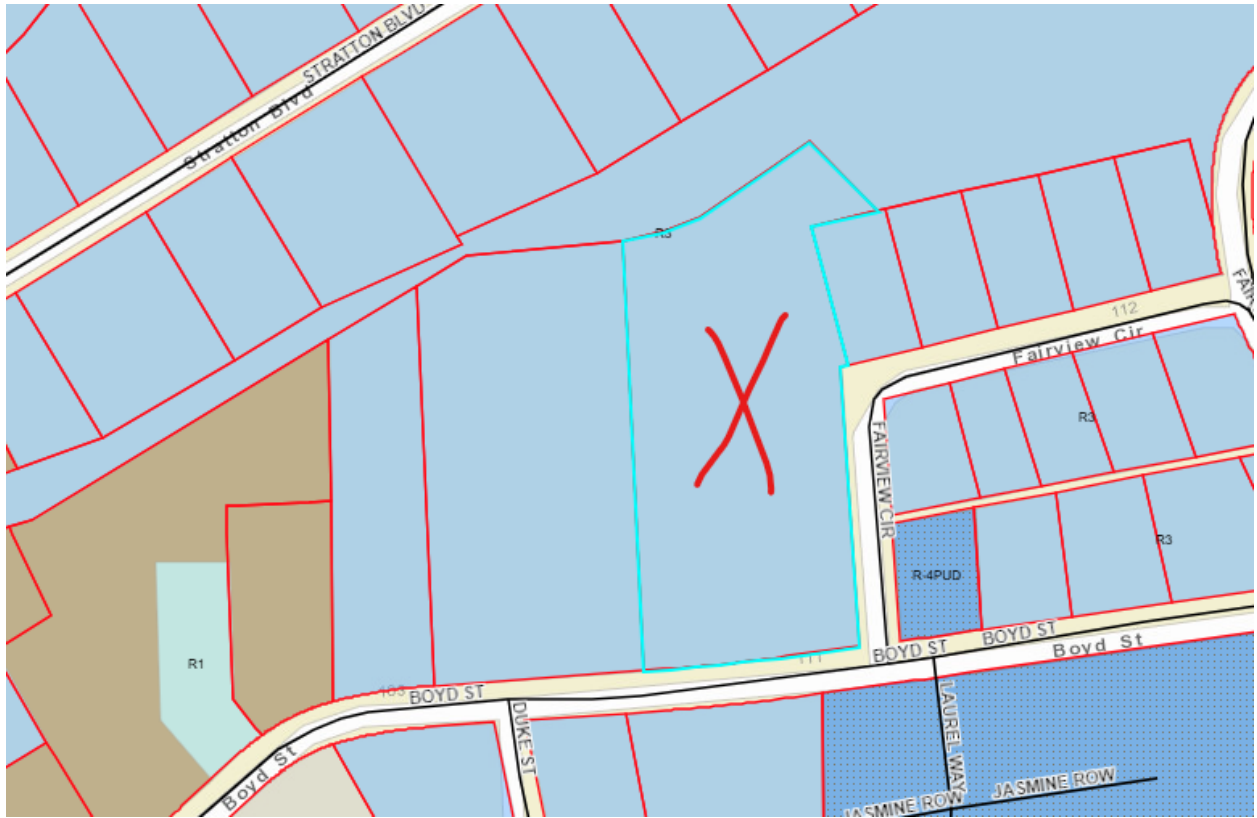
Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025
Second Reading: 4-8-2025

ATTEST:

Mayor

City Recorder



ORDINANCE NO. 635

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF
ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 004.01 OF CHEATHAM
COUNTY TAX MAP 055F, GROUP H, LOCATED AT 570 S MAIN ST**

WHEREAS, said portion of property requested to be rezoned from R-3 PUD, Medium-Density Residential Planned Unit Development, to R-3, Medium-Density Residential District, is located in the corporate limits of the Town of Ashland City; and

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 03, 2025, with a recommendation for approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:

SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcel included on Tax Map 055F, Group H, Parcel 004.01 located at 570 S Main Street be rezoned from R-3 PUD (Medium-Density Residential Planned Unit Development) to the R-3 (Medium-Density Residential District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned R-3 is marked with a red "X" and shown on the map below.

SECTION 2. This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025
Second Reading: 4-8-2025

ATTEST:

Mayor

City Recorder



ORDINANCE NO. 636

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF
ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 020.00 OF CHEATHAM
COUNTY TAX MAP 055C, GROUP L, LOCATED AT 113 RUTH DRIVE**

WHEREAS, said portion of property requested to be rezoned from R-3 DOD, Medium-Density Residential Downtown Overlay District, to C-2 DOD, Commercial Highway Service Downtown Overlay District, is located in the corporate limits of the Town of Ashland City; and

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 03, 2025, with a recommendation for approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:

SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcel included on Tax Map 055C, Group L, Parcel 020.00 located at 113 Ruth Drive be rezoned from R-3 DOD (Medium-Density Residential Downtown Overlay District) to the C-2 DOD (Commercial Highway Service Downtown Overlay District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned C-2 DOD is marked with a red "X" and shown on the map below.

SECTION 2. This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025
Second Reading: 4-8-2025

ATTEST:

Mayor

City Recorder



ORDINANCE 637

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO AMEND TITLE 15, CHAPTER 3, SECTION 301.

WHEREAS due to increased traffic and safety concerns, the Town wishes to reduce the standard speed limit from 30 miles per hour to 25 miles per hour unless otherwise posted;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 15, Chapter 3, Section 301 shall be amended to change the standard speed limit from 30 miles per hour to 25 miles per hour. The remainder of Title 15, Chapter 3, Section 301 shall remain the same.

Be it ordained by the Council of the Town of Ashland City, Tennessee.

First reading 3-11-2025

Second reading 4-8-2025

Attest:

Mayor

City Recorder

ORDINANCE 638

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ESTABLISH ELIGIBILITY REQUIREMENTS FOR INSTALATION OF SPEED BUMPS.

WHEREAS citizens and residents of the Town of Ashland City request for speed bumps in their neighborhoods for the regulation of speeding and traffic; and

WHEREAS the Town wants to establish eligibility requirements for speed bumps that are requested by citizens and residents; and

WHEREAS the Municipal Code provides under Title 15 of the Municipal Code for regulations for Motor Vehicles, Traffic and Parking; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 15, Chapter 1 shall be amended to add a new section known as Chapter 15-122 which shall be as follows:

15-122.

Eligibility Requirements for speed bumps

All of the following criteria should be satisfied for a street to be considered eligible for speed bump installation.

1. A petition from the residents and business owners documenting that at least 75 percent of all households and businesses in the project area (which includes streets that traffic may be diverted to) support the installation of speed bumps on the identified street. All residents within the project area should be presented with the opportunity to sign the petition.
2. A verification statement from the contact person confirming that the signatures on the speed bump petition are valid and represent at least 75 percent of the households/businesses adjacent in the project area.
3. A statement from the neighborhood association (if there is one) endorsing speed bump installation on the project street. The statement must be presented at a meeting of the neighborhood association or organization.

Upon receipt of the Petition, the matter will be reviewed by the police department, public works department and City council to determine if speed bumps will be installed. The city council may on its own initiative have speed bumps installed for areas where they feel it is necessary for the safety and traffic control of the area.

Be it ordained by the Council of the Town of Ashland City, Tennessee.

First reading 3-11-2025

Second reading 4-8-2025

Attest:

Mayor

City Recorder

RESOLUTION 2025-14

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, AMENDING THE WATER AND SEWER DEPARTMENT RULES AND REGULATIONS FOR UTILITY USERS WITH THE TOWN OF ASHLAND CITY.

Town of Ashland City
Water and Sewer Department
Rules and Regulations

The Town of Ashland City will provide utility services to all qualified customers in the Ashland City Service area. These Rules and Regulations are written to ensure understanding by all Town of Ashland City customers that desire utility service.

1. **Application for Service:** Each prospective customer desiring utility service is required to complete and sign an "Application for Service" form. A valid State issued I.D. is required. Applications received before 12:00 noon will receive service by **4:00 PM** 3:00 P.M. on the same working day.
Applications received after 12:00 noon will receive service by 12:00 noon on the next working day. Although this procedure will be followed as closely as possible, occasions may occur that require a variation from the regular service policy.
Connection fees:
Owner's: Fifty Dollars (\$ 50.00)
Renter's: One Hundred Dollars (\$100.00)
2. **Service Charge:**
 - A. Service charges will be administered to all new customers, present customers transferring to a different location, customer desiring to change names on accounts, and contractors during a construction process. Service charges must be paid before any utility service is supplied.
 - B. Contractor's usage of a hydrometer will not be charged for services that are not being used during construction if the utility account is in the construction company's name.
3. **Customer Service standards:** All wiring, piping, and any other utility related connections must conform to the Utility Departments requirements; service lines and plumbing must be kept in good and workable condition; and accepted modern standards of National and Tennessee State Codes must be followed. For Example, Contractors must have all water boxes and yokes to grade before service will be read into customer's name and known leaks must be repaired before service will be rendered by the city.
4. **Billing:**
 - A. Bills will be rendered monthly and shall be paid by the **twentieth (20)** of the month or service will be disconnected. FAILURE TO RECEIVE A BILL WILL NOT RELEASE ANY CUSTOMER FROM PAYMENT OBLIGATION.
 - B. Sixty (60) days after an account is closed, if payment is not received this debt will be turned over to a collection agency.
5. **Discontinuation of service by City utilities:**
 - A. The utility may refuse to connect or may discontinue Service for violation of any of its Rules and Regulations and/or for making false applications or contracts by the customer.
 - B. Services will not be connected if a previous bill is owed to the utility.
 - C. Services may also be discontinued to customers for theft or destruction of any utility service or the appearance of theft device on the premises of customer or any form of tampering that damages the utility services. Additional charges for tampering WILL be administered and will vary depending on the size of the meter between \$260.00 and \$6700.00. The cost of the register is an additional \$ 81.65 before the service is restored.
6. **Cut-off for Non-Payment:** The City Utility requires payment in cash, money order, cashier's check, debit, or credit card when services have been discontinued for a payment violation.

7. **Reconnection Charge:** Whenever Service has been discontinued by the city, as provided above, or a trip is made for the purpose of discontinuing service, a reconnection charge will be collected by the city before service is restored. A reconnection fee will be charged to the customer when the cut-off leaves the office with the customer's name on the list to disconnect services. The reconnection fee is listed on the reverse side of the bill. Reconnection by the customer is considered tampering with the meter and the customer will be issued court citation. We do not offer after-hours connection.
8. **Termination of service by the customer:** Customers who wish to terminate services must give one (1) day notice prior to the termination date.
9. **Adjustments to the Utility Service Accounts:** The city will make normal adjustments to customer accounts when routine errors occur. Other adjustments will be made on the following basis:
 - A. **Water Leaks:** Leaks are covered by ServLine if you enroll in the coverage.
 - B. **Sewer Leak:** Leaks are covered by ServLine if you enroll in the coverage.
 - C. **Swimming Pools:** There will be one (1) adjustment per calendar year **and only one billing cycle** for the filling of swimming pools. The customer is responsible for contacting our water department and advise them of the days they are going to be filling their pool. The adjustment will be for sewer only and will be adjusted based on a 5-month average of their sewer costs. The customer will then receive a portion of the cost credited but not the entire bill. **(or delete the adjustment in it's entirety.)**
**** The city will not be held accountable for any leaks in the plumbing of the pool resulting in a high-water bill and will not adjust the bill for this reason.**

10. **Bad Check Policy:** When Financial institutions return checks to the city for insufficient funds or closed accounts, the city will levy a service charge for the check and add it back to the account. A letter will be mailed, the account will be flagged, and service will be discontinued if the balance is not paid by the twentieth (20th) of the month.
11. **Sending Meters out to be checked:** If a customer requests a meter to be sent out and checked to ensure it is working properly and the meter is deemed to be in proper working order, the customer will be charged the amount of the testing fees. Testing fees are \$ 70.00.
12. Customers with a contractor of customer installed S.T.E.P. system will be required to pay a monthly maintenance fee. If the system requires more than routine maintenance due to grease in the system, the customer will be billed for the additional service.

In accordance with title VI, we do not discriminate based on race, color, or national origin in Federal of State programs.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Water and Sewer Regulations updates and changes is hereby approved and adopted and shall replace any previously adopted sections of the Rule and Regulations and shall become effective immediately following the passage of this Resolution.

Adopted this _____ day of _____, 2025.

Voting in favor _____ Voting Against _____

MAYOR GERALD GREER
MOLEPSKE

CITY RECORDER MARY

ASHLAND CITY DRESS CODE

As a public employee of The Town of Ashland City, you are expected to maintain a standard of dress which reflects good taste. The kind of work that you do determines the clothing you should wear, and your attire should meet accepted professional standards and safety regulations. Your supervisor can counsel you on appropriate attire for your job and your department. In several departments, uniforms are issued for wear. This uniform immediately identifies you as a Town of Ashland City employee. You are expected to wear your uniform neatly and in accordance with departmental standards.

Appropriate	Inappropriate
<i>Slacks/Skirts/Dresses</i>	
<ul style="list-style-type: none">• Khakis or corduroys• Jeans (must be clean and free of excessive bleaching, rips, tears and fraying; may not be excessively tight or revealing)• Leggings must have a long top that covers the pelvic area• Skorts, Capris• Skirts, Dresses (knee length) NO shorter than 3 inches above the knee	<ul style="list-style-type: none">• Sweatpants, leggings, exercise wear• Shorts, low-rise or hip-hugger pants or jeans• Skorts, Skirts, Dresses (above the knee) Any shorter than 3 inches above the knee
<i>Shirts</i>	
<ul style="list-style-type: none">• Polo collar knit or golf shirts• City logo wear• Only T-shirts with Ashland City Promo• Short-sleeved blouses or shirts• Turtlenecks• Jackets or sweaters	<ul style="list-style-type: none">• T-shirts or sweatshirts• Beachwear• Sleeveless blouses or shirts• Exercise wear• Crop tops, clothing showing midribs, spaghetti straps
<i>Shoes</i>	
<ul style="list-style-type: none">• Casual, low-heeled, open-back shoes (e.g., mules, sling backs)• Sandals, Athletic shoes	<ul style="list-style-type: none">• flip-flops

If an employee comes to work in inappropriate dress, he or she will be required to go home, change into conforming attire and return to work. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards. If the problem continues the employee will be subject to corrective action.

RESOLUTION 2025-15

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO UPDATE SECTION IX, MISCELLANEOUS POLICIES: AMENDING THE WORDING ON THE DRESS CODE POLICY IN THE PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY

WHEREAS a public employee of the Town of Ashland City, you are expected to maintain a standard of dress which reflects good taste. The kind of work determines the clothing you should wear, and your attire should meet accepted professional standards and safety regulations. Your supervisor can council you on appropriate attire for your job and your department. In several departments, uniforms are issued for wear. This uniform policy immediately identifies you as a Town of Ashland City employee. You are expected to wear your uniform neatly and in accordance with departmental standards.

WHEREAS the skirt or skort policy should ready no shorter than 3 inches above the knee to be acceptable and anything shorter than 3 inches above the knee is in violation of the dress code policy;

WHEREAS the leggings will only be acceptable and worn if the top is long enough to cover the pelvic area.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approves the updated Dress Code Policy.

We, the City Council, are meeting in Regular Session on this 11th day of March, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor

City Recorder

RESOLUTION 2025-16

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE THRIVE 55+ SENIOR CENTER TO ACCEPT THE AWARD OF THE TRANSPORTATION ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES GRANT.

WHEREAS the mobility management is intended to build coordination among existing transportation service providers with the result of expanding the availability of service; and

WHEREAS the grant award letter has been received, and the town agrees to pay 10% (\$ 11,609.00) of the purchase amount for the vehicle; and

WHEREAS the senior center will keep an annual Transportation Operating Budget for the entire transportation program; and

WHEREAS the senior center will keep and explain all sources of operating revenue including grants, donations, and local fund-raising projects to support the program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, to approve the acceptance of the award of TDOT's office of Mobility and Accessible Transportation Grant for Thrive 55+ Center.

We, the City Council, meeting in Regular Session on this the 11th day of March, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER

City Recorder MARY MOLEPSKE

CONSULTING AGREEMENT FOR BUDGET SERVICES

This AGREEMENT made and entered into this the ____ day of March, 2025 by and between the Town of Ashland City, hereafter referred to as the "Town", and Kellie Reed, hereafter referred to as Consultant, to provide for the terms of professional services to be rendered by Consultant to the Town and compensation therefor, together with requisite terms and conditions, mutual obligations, rights and duties of both parties.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises as set forth in this agreement the Town and Consultant do agree as follows, to wit:

1. Consultant shall on an as need basis provide accounting services in which she will work with the Interim Finance Director Jamie Winslett and any additional staff in which Mayor Gerald Greer and/or Chief of Staff Allen Nicholson directs her to work with for preparation of the annual budget process. This includes but is not limited to the following: projection of the current fiscal year budget, preparing spreadsheets, working with staff to teach them the budget preparation process, meeting with staff as needed for budget discussions, preparing materials for budget presentations.
2. The term of this agreement between the parties shall be for a term of not to exceed six (6) months; however, either party may request termination of this agreement for any reason by giving the other party thirty (30) days' written notice.
3. Compensation of services shall be at an as needed basis, but will be scheduled in advance in order to accommodate the needs of both parties. Compensation shall be at an hourly rate of fifty dollars (\$50.00) per hour.

4. The Town and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Consultant shall not be entitled to any benefits accorded to Town employees by virtue of the services provided under this agreement. The Town shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state insurance program, otherwise assuming the duties of an employer with respect to consultant. Consultant shall provide the Town with a W-9 and will receive a non-employee compensation 1099.
5. The Consultant shall indemnify, defend and hold harmless the Town, its employees, agents, and officials, from and against any and all claims, losses or liability, or any portion thereof, including, but not limited to attorney's fees and cost, arising from injury or death to persons, including but not limited to injuries, sickness, diseases or death to Consultant, or damage to property occasioned by a negligent act, omission or failure of the Consultant.
6. The Consultant agrees to maintain confidential information which may be obtained and protect it from unauthorized disclosures. The obligations of confidentiality shall not apply to information that: is or becomes publicly available through no breach of this agreement by the Town or is required to be disclosed by law, regulation, or court order.

WITNESS the hands of the duly authorized parties on the day and date hereafter written.

TOWN OF ASHLAND CITY, TENNESSEE

CONSULTANT

BY: _____
MAYOR GERALD GREER

BY: _____
CITY RECORDER MARY MOLEPSKE

APPROVED AS TO FORM AND LEGALITY:

JENNIFER NOE, CITY ATTORNEY

TRADEMARK CONSENT & COEXISTENCE AGREEMENT

This Trademark Consent & Coexistence Agreement (“Agreement”), effective as of February __, 2025 (“Effective Date”), is entered into by and between Milwaukee World Festival, Inc. (“MWF”), on the one hand, and the Town of Ashland City, Tennessee (“Ashland City”), on the other. MWF and Ashland City are at times referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, since 1968, MWF has hosted “Summerfest,” a widely known annual music and entertainment event spanning several summer weekends and taking place in Milwaukee, Wisconsin.

WHEREAS, since 1999 MWF’s Summerfest has enjoyed the distinction of being the “world’s largest music festival,” which in recent years draws more than a half million attendees annually.

WHEREAS, MWF owns incontestable U.S. Trademark Registration Nos. 1771580 and 0940211 for the trademark SUMMERFEST covering summer entertainment festival services and clothing, and has continuously used the SUMMERFEST trademark for such services and goods for over 50 years.

WHEREAS, for about twenty years, Ashland City has been hosting an annual 3-day family-friendly entertainment event in Ashland City, Tennessee featuring rides and games, food, vendor and non-profit entity booths, and live music from local bands on select evenings (“Ashland City Services”) under the name “Summerfest.”

WHEREAS, as further set forth below, the Parties agree that in view of the distinct differences in their respective festivals and target markets, the Parties can coexist in using the Summerfest name with certain parameters without a likelihood of consumer confusion;

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

COVENANTS

1. Terms of Coexistence.

1.1 The Parties agree that in view of the differences between their festival offerings along with the distinct locations in which they operate, consumer confusion is unlikely to result from the Ashland City’s use of the Summerfest name, and that such confusion risk would be further mitigated by Ashland City’s addition of the terms “Ashland City” immediately preceding the “Summerfest” term.

1.2 Ashland City hereby agrees, as a limit and restriction upon its use of the Summerfest name, that after the 2025 calendar year, it will add “Ashland City” ahead of the term

“Summerfest” in advertising and marketing materials for the Ashland City Services such that the name of Ashland City’s festival shall become “Ashland City Summerfest.”

1.3 Ashland City further agrees not to seek trademark registration of any mark including the Summerfest term.

1.4 Ashland City further agrees that its use of the Summerfest/Ashland City Summerfest name will be exclusively used in connection the annual summer festival in Ashland City, Tennessee, and that such festival shall not charge admission for any musical act nor pay any musical performer more than \$10,000 for any performance.

1.5 Ashland City further agrees that it will not expand its use of the Summerfest/Ashland City Summerfest name outside of the above-described use without seeking the express written consent of MWF.

1.6 Each Party agrees that it will not represent or suggest that any of its products or services originate from, are sponsored by, or are affiliated with the other Party. Each Party agrees not to use its respective festival name in any manner that might falsely suggest a connection or affiliation with the other Party, nor will it adopt or use any logo, stylization, or branding for its marks that is confusingly similar to the branding then in use by the other Party.

1.7 Subject to the foregoing provisions, MWF consents to and agrees that Ashland City has the right to use the Summerfest name in connection with the Ashland City Services in 2025, and the Ashland City Summerfest name in 2026 and beyond.

2. Cooperation in the event of Actual Confusion. In the unlikely event that either Party becomes aware of any actual consumer confusion, and the same is attributed to the simultaneous use of the Summerfest term as permitted by this Agreement, the Parties shall take commercially reasonable steps to address the confusion and prevent its future occurrence.

3. Term. This Agreement shall continue in full force and effect for as long as each Party continues to use its respective Summerfest name in connection with its respective summer festival. If either party ceases use of the Summerfest name for more than two consecutive years, the Agreement shall terminate.

4. Assignment of Rights. In the event MWF agrees to sell, transfer, or otherwise assign its business as a whole or the trademarks at issue herein to an unrelated or unaffiliated individual or entity, MWF shall provide notice of this Agreement to any such buyer and such buyer shall be bound by all terms and obligations under this Agreement.

5. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) the performance of this Agreement will not conflict with any of the Party’s existing obligations under any other agreement; and (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party, and such representative is the appropriate party to sign and agree to all terms and conditions contained herein.

6. Relationship of the Parties. The relationship between the Parties is solely that of parties to a coexistence agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, license, employment, or fiduciary relationship between the Parties.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to each subject matter.

8. No Waiver. No provision of this Agreement shall be deemed waived, amended, or modified by any Party, unless in writing and signed by the Party against whom such waiver, amendment, or modification will be enforced and no waiver by either Party of any default or breach shall be deemed as a waiver of prior or subsequent defaults or breaches of the same or other provisions of this Agreement.

9. Informed Consent. The Parties acknowledge that they have been represented by independent legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement or that they have had a full and fair opportunity to consult with such counsel and to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the consideration specified herein.

10. Construction. No Party, nor any of the Parties' counsel, shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them.

11. Severability. If any covenant, condition or other provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein contained. If such covenant, condition or other provision shall be deemed invalid due its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. Headings. Titles and captions contained in this Agreement are inserted only as a matter of convenience and are for reference purposes only. Such titles and captions are intended in no way to define, limit, expand, or describe the scope of this Agreement or the intent of any other provision hereof.

13. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Wisconsin. Any action arising out of or relating to this Agreement shall be commenced and maintained in a federal or state court situated in the County of Milwaukee, Wisconsin, and all Parties irrevocably consent to the non-exclusive personal jurisdiction of such courts, and agree that such courts provide a convenient forum for any such litigation.

14. Binding. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, assigns, and affiliates, each of their respective officers, directors, agents, employees and representatives.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Milwaukee World Festival, Inc.

Town of Ashland City, TN

By: _____

By: _____

Title: _____

Title: _____



2.3. One (1) Inline, Non-clog, Variable Orifice Mixer

- Complete with an injection manifold system and a four-port vortex polymer injection ring.

2.4. One (1) Washwater Booster Pump

- 10 HP Motor TEFC
- Mounted on Steel Baseplate

2.5. One (1) Polymer Blending System

- Velodyne Veloblend VM Series Liquid polymer blending system
- 0.5 – 7.0 GPH Neat Polymer Pump
- 200 – 2,000 GPH Dilution Pump

2.6. One (1) Lot Spare Parts, which shall be provided as follows:

- One (1) set of filter belts
- Two (2) sets of doctor blades
- Two (2) sets of rubber seals for the gravity zone & wash box
- One (1) set of bearings of each size used

2.7. Service time as follows:

- One (1) Field Service Engineer,
- up to eight (8) days, @ 10 hr./day, with up to three (3) round trips, per unit for start-up, commissioning, and training.
- Any additional service time resulting from non-Alfa Laval-warranty delays, will be charged at the rate in effect at the time of service.

2.8. Freight: this shall be DDP jobsite, Incoterms 2020

2.9. Also included with pricing:

- **Warranty:** Per the enclosed Alfa Laval's Standard Terms & Condition of Sale. Alfa Laval reserves the right to review operating and maintenance records to ensure compliance.

Each unit is warranted to be free from defects in materials and workmanship for a period of twelve months after successful completion of Acceptance Testing, beneficial use, or for a period not to exceed eighteen months from shipment, whichever occurs first. Alfa Laval reserves the right to review operating and maintenance records to ensure compliance.

- Electronic Submittal and O&M Manual

2.10. Dimensioned drawing (See Appendix A)

