



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
March 09, 2021 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) February 9, 2021 Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. City Attorney

OLD BUSINESS

3. Caldwell Park Discussion
4. Sale of City Hall Discussion/Agreement
- [5.](#) Budget Amendment
- [6.](#) Ordinance: Rezone Subdivision
- [7.](#) Updating Title 18: Allow landlords temporary water reconnection

NEW BUSINESS

8. Meals on Wheels Discussion
9. Ashland Farms Apartments Discussion
10. Establishing Public Arts Commission Discussion
- [11.](#) Drug Free Workplace Application Renewal
- [12.](#) Amend Servline Agreement
13. Urban Growth Boundary Conflict of Interest Waiver
- [14.](#) Tyler Online Property Tax Component Agreement
- [15.](#) Title VI No Change Affidavit
16. Amend Appendix 1 of Resolution 2020-04
17. Ordinance: Update Title 8 Chapter 1: Alcoholic Beverages

SURPLUS PROPERTY NOMINATIONS

18. Military Surplus: M-1086 Cargo Truck
19. Military Surplus: 6000-M Material Handler SkyTrak
20. Military Surplus: Mobile Kitchen Trailer

EXPENDITURE REQUESTS

- [1.](#) 40 x 80 Metal Pole Barn

[22.](#) Replacement of Water Plant Filter Bid Award

[23.](#) Emergency Purchase Notification

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting February 09, 2021 6:00 PM Minutes

CALL TO ORDER

Mayor Allen called the City Council meeting to order at 7:14 p.m. stating, "I am Steven Allen, Mayor for the Town of Ashland City, and I hereby call to order the February 9, 2021 City Council Meeting of the Town of Ashland City. Due to the COVID-19 pandemic, and in accordance with Governor Bill Lee's Executive Order, this meeting is being conducted with limited physical public access. The meeting is being made available however to public via live video stream on the Zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the City's citizens in light of the COVID-19 pandemic."

ROLL CALL

PRESENT

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

APPROVAL OF AGENDA

Mr. Clint Biggers requested permission to bid the Water Treatment Plant filters be added under expenditure requests. A motion was made by Vice Mayor Anderson, seconded by Councilman Smith, to approve the agenda with the requested change. All approved by voice vote.

APPROVAL OF MINUTES

1. January 12, 2021 Council Meeting Minutes

A motion was made by Councilman Adkins, seconded by Vice Mayor Anderson, to approve the January 12, 2021 Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

Teresa Morris- Meals on Wheels Program: Ms. Morris stated she is here tonight to speak on behalf of her mother Ruby Johns. She stated her mother is ninety-three (93) years old and up until COVID hit she was very active. She stated she would go to the Senior Center every day and eat lunch, make visits at the nursing home, and was in charge of the Friday night dance. Ms. Morris stated when her mother heard the Meals on Wheels program was removed from the Senior Center she cried. In July, Ms. Johns got rid of her car and Ms. Morris states she can tell her health has deteriorated. Ms. Morris stated being able to go to the Center everyday for lunch was good for her mother as well as for others to be able to socialize and interact with others.

Arion Cole- Meals on Wheels: Mr. Cole introduced himself and stated he is eighty-five (85) years old and has been going to the center for a long time. Due to COVID there has been a lot of changes, but he is here tonight to protest the fact that Meals on Wheels was removed from the Center. He stated when he checked with Tina Smith the reason given was COVID. Mr. Cole stated he spoke to the county mayor and was told this action is temporary and he hopes this is true. He stated he has called Mayor Allen and was told the first time he spoke to the mayor Ms. Smith did not keep a clean kitchen. Mr. Cole stated the kitchen is inspected twice a year by the health inspector and has not had bad remarks. He stated that when he spoke to the mayor the second time he was assured the mayor

did speak to Tina Smith, but that still has not been done. He further stated the seniors sent a letter

to the mayor and he questioned if everyone has been provided a copy of the letter. Mayor stated he has a copy on his computer. Mr. Cole read the letter. After he read the letter Mr. Cole questioned why the mayor has not spoken to Ms. Smith. Mayor responded he has not spoken to Ms. Smith, but has spoken to several different people. He further stated he had COVID. Vice Mayor Anderson interjected and stated with all due respect this will need to go on the Workshop Agenda for next week for further discussion. He further requested a little bit of time for Council to further discuss this in order to come to a resolution. He stated public forum is meant for the public to come and voice concerns, but it is not meant to be a question and answer session. Mr. Cole stated he expects three things from the city: an apology from the Mayor to Tina Smith, some house cleaning at the Center, and council members to discuss this matter with their constituents.

Gary Binkley- Lion's Club: Mr. Binkley stated he wanted to represent the Ashland City Lion's Club on Oak Street with their eight-hundred-dollar (\$800) water bill. Ms. Reed stated she would have to check on this to see if they have a the insurance. Ms. Bowman stated most customers have Serveline insurance and Council does not do adjustments anymore; however, if Mr. Binkley will call the office tomorrow and she can check on this for them. Mr. Binkley stated he will stay on the call to listen in if anyone needs anything from the county.

REPORTS

2. City Attorney

Ms. Noe stated she has scheduled an attorney/client meeting prior to the Budget Meeting, but she doesn't have anything else.

OLD BUSINESS

3. Caldwell Park Discussion

Ms. Noe stated she is in the process of ironing out some legal language with the dispute on the property. Mr. Sampson stated he provided some information from the GIS website for discussion purposes.

4. Sale of City Hall Discussion/Agreement

Ms. Noe stated we decided to go ahead and move forward earlier due to vacating City Hall. She stated she believes we will be closing some time in April. This will be on the agenda for March for Council approval. She discussed the relocation of the court proceedings and council meetings.

5. Ordinance: Rezone Request C-2 to R-3: 116 Washington Street Map 049 N B Parcel 1.00 **AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 001.00 OF CHEATHAM COUNTY TAX MAP 049N GROUP B, LOCATED AT 116 WASHINGTON STREET.** A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to approve the rezone. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith. **2nd Reading**

6. Ordinance: Rezone Request PO-PUD to R-4PUD: Highway 12 Map 64 Parcel 11.01 **AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 11.01 OF CHEATHAM COUNTY TAX MAP 64, LOCATED ON HIGHWAY 12 SOUTH AND CALDWELL ROAD.** A motion was made by Vice Mayor Anderson, seconded by Councilman Smith, to approve the rezone. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith. **2nd Reading.**

NEW BUSINESS

7. Badgepass Renewal Agreement

Ms. Reed stated this is an annual agreement we have for our ID batches. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Badgepass Agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

8. Fireworks Contract Agreement for Summerfest

Mr. Sampson stated this is for the fireworks for Summerfest and Ms. Noe has made some changes to this agreement. Ms. Noe stated he spoke to the Pyro Shows management in regard

to some of the changes. The changes are in regards to if we have to cancel due to COVID. She requested the board approve the contract with room to negotiate the cancelation terms of the contract. She further stated they are crediting the city last year's payment when we had to cancel due to the pandemic. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the contract with Ms. Noe's recommended changes and room to negotiate terms of cancelation. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

9. Resolution: Cooperative Purchasing Agreement

A RESOLUTION TO AUTHORIZE COOPERATIVE PURCHASING AGREEMENTS FOR THE USE AND BENEFIT OF ALL TOWN DEPARTMENTS. A motion was made by Vice Mayor Anderson, seconded by Councilman Smith, to approve the Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

10. Resolution: Temporarily allow variances under the current Sign Ordinance

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO TEMPORARILY ALLOW VARIANCES UNDER THE CURRENT SIGN ORDINANCE. Ms. Reed stated this is something we did last year to try to help some of our businesses after COVID hit in order to allow variances for signage for more advertisement. If Council chooses to extend this we just need a timeframe to know how long it will need to be extended. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to extend and allow for a six (6) month timeframe. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

11. Resolution: FEMA Firefighter Equipment Grant

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE FEMA FIREFIGHTER EQUIPMENT GRANT. Chief Walker stated this is a grant for air packs with a five percent (5%) match. A motion was made by Councilman Jackson, seconded by Vice Mayor Anderson, to approve the resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

12. Budget Amendment

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 20/21 FISCAL YEAR. Ms. Bowman went over the terms of the amendment. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the budget amendment. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

13. Ordinance: Rezone Subdivision

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 048.03 OF CHEATHAM COUNTY TAX MAP 065, LOCATED ON HIGHWAY 12 SOUTH KNOWN AS LINDHAL SUBDIVISION. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the rezone. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

14. Updating Title 18: Allow landlords temporary water reconnection

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY TENNESSEE, TO AMEND TITLE 18 CHAPTER 1 SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT. Ms. Bowman explained the process of paying for a connection and usage for water accounts. Further, landlords will be required to pay for a one (1) time connection fee and when reconnected allowing them to reconnect after renters move out so they can reconnect their water. She further stated they will need a timeframe for how long water can stay connected. After much discussion a motion was made by Councilman Adkins, seconded by

Councilman Greer, to approve this ordinance with a time limit of one (1) month. Voting Yea: Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Smith. Voting Nay: Mayor Allen, Vice Mayor Anderson, Councilman Kerrigan.

SURPLUS PROPERTY NOMINATIONS

- 15. Surplus Christmas decorations
- 16. Surplus Equipment
- 17. Surplus IT Equipment

Mayor stated we can handle all the surplus items together and do this in one vote. Chief Walker stated most of this will be surplus and put on Govdeals, but a nonprofit has requested us donate some of the computer equipment after we clear the hard drives to them. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to surplus all requested items and donate equipment as the department heads see fit. All approved by voice vote.

EXPENDITURE REQUESTS

- 18. Polaris Ranger XP 1,000

Chief Kenny Ray stated they want to get another Ranger as the old one is wearing out, but they will keep the old one as well. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer to approve the expenditure request. All approved by voice vote.

- 19. Emergency Purchase Notification

Ms. Noe stated this is to make the Council aware of what the expenditures were, but it will not hurt for the board to approve the expenditure. Ms. Bowman stated the bill started at about fourteen thousand (\$14,000), but Derek has them down to about eight thousand (\$8,000) now. After some discussion a motion was made by Vice Mayor Anderson, seconded by Councilman Smith, to defer this until next month. All approved by voice vote.

- 20. Permission to bid: Water Treatment Plant Filters: Mr. Biggers stated last year we replaced one when it blew out and we would like to get ahead of the game and go ahead and replace this one and this is a budgeted item. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to bid out the filters. All approved by voice vote.

OTHER

Ms. Bowman stated Servaline went on to everyone's account and council does not handle adjustments anymore. Ms. Reed stated if anyone chooses not to participate in the insurance the customer can call the company and request to not be part of that program.

Mayor stated everything is busy. The expansion at Caymas Boats is moving along. Further, there are a couple of businesses looking to move into Ashland City. Mayor questioned if we get Caldwell Park sold where Council would like to spend the money. Vice Mayor Anderson stated there are several options in projects with Parks, City Hall, and Fire Hall. Mayor agreed and stated he would like to spend it on Parks, but it is something to be thinking about.

ADJOURNMENT

A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to adjourn the meeting. All approved and the meeting adjourned at 7:20 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC

ORDINANCE #

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

WHEREAS, the Mayor and Council appropriate \$20,000 in the General Fund; \$18,000 in the General Government and Recorder Budget for the emergency expenditure air quality testing and storage trailers purchase as well as \$2,000 in the Fire Department Budget for the storage trailer purchase; and,

WHEREAS, the Mayor and Council appropriate \$166,176 in the General Fund for the Cumberland River Bicentennial Trail Extension Grant Phase 1.

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
General Government & Recorder	\$6,579,371.08	\$6,597,371.08
Parks and Recreation	\$615,840.09	\$782,016.09
Fire Department	\$7,759,915.00	\$7,761,915.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 048.03 OF CHEATHAM COUNTY TAX MAP 065, LOCATED ON HIGHWAY 12 SOUTH KNOWN AS LINDHAL SUBDIVISION.

WHEREAS, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

WHEREAS, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said subdivision; and

WHEREAS, the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

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 subdivision included on Tax Map 65, Parcel 048.03, located on Highway 12 South be rezoned as follows: Lot 1 be rezoned to C-2 (Highway Service) and Lots 2, 3, and 4 be rezoned to I-2 (Light Industrial), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of March 2021.

The property is marked with a red "X" and shown on the map below. The subdivision map is attached hereto.

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

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on December 8, 2020.

First Reading January 12, 2021

Second Reading

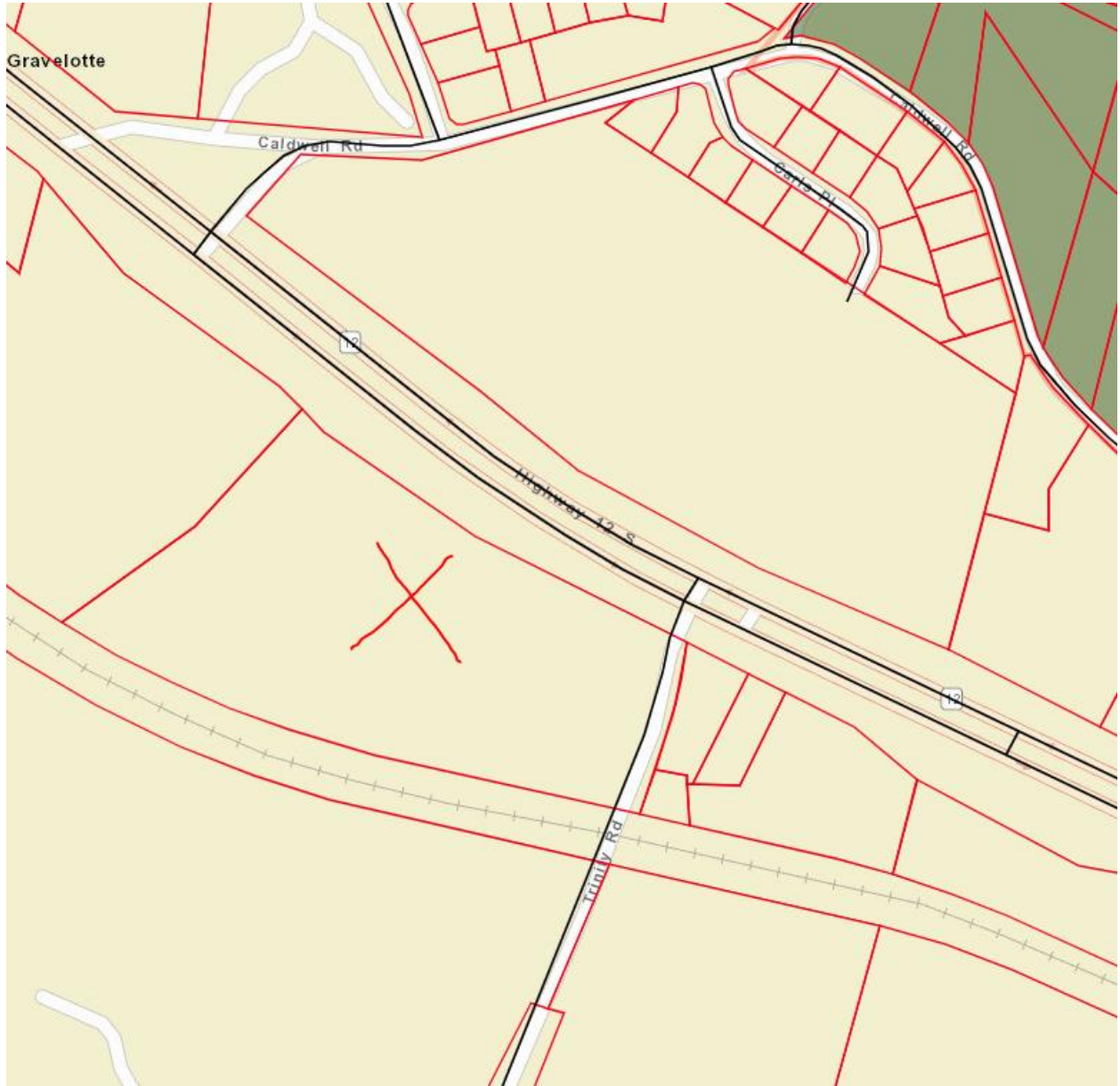
Public Hearing

Public Hearing Advertisement January 26, 2021

ATTEST:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number 514, page 2273, County Registers Office, and that I (we) hereby adopted this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers or irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date _____ John R. Lindahl, Jr.

Date _____ Alice L. Lindahl

CERTIFICATE OF SURVEY ACCURACY

I (We) hereby certify that to the best of my (our) knowledge and belief this is a true and accurate survey of the property shown hereon; that this is category "II" Rural Land Survey as defined in Title 62, Chapter 13, Tennessee Code Annotated, and that the accuracy thereof is greater than or equal to 1:10,000, and that the monuments have been placed, as shown hereon, to the specifications in these regulations, or that a surety instrument or performance bond has been filed to guarantee their installation.

Date _____ Michael H. Charette, R.L.S. Tn. #2048

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled Lindahl Subdivision has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date _____ Name, Title and Agency or Authorized Approved Agent

CERTIFICATE OF APPROVAL OF PUBLIC SEWER SYSTEM

I hereby certify that the sewer system(s) outlined or indicated on the final subdivision plat entitled Lindahl Subdivision, has been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date _____ Name, Title and Agency or Authorized Approved Agent

CERTIFICATE OF APPROVAL OF PUBLIC WAYS

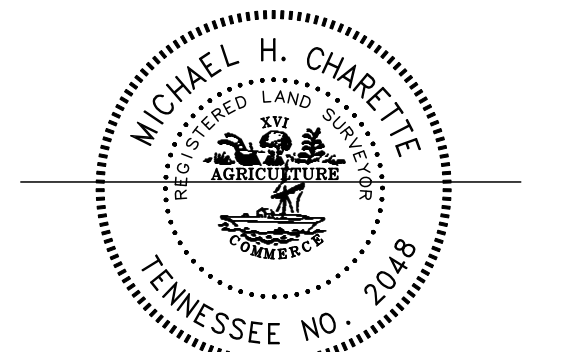
I hereby certify: (1) that all designated public ways on this final subdivision plat have been installed in acceptable manner and according to the specifications of the Ashland City, Tennessee Subdivision Regulations, or (2) that a performance bond or other surety has been posted with the planning commission to guarantee completion of all required improvements in case of default.

Date _____ Appropriate Governmental Representative

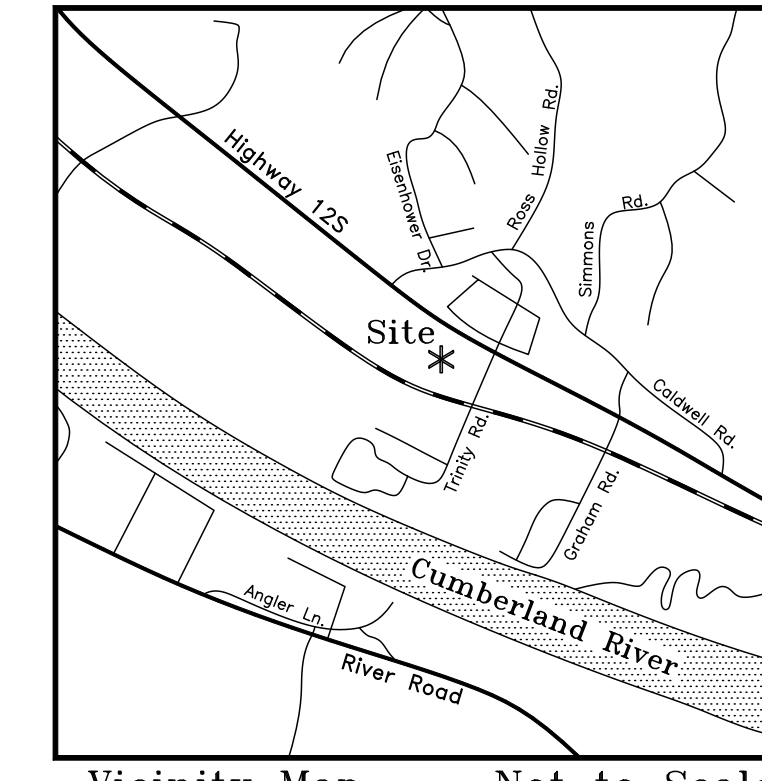
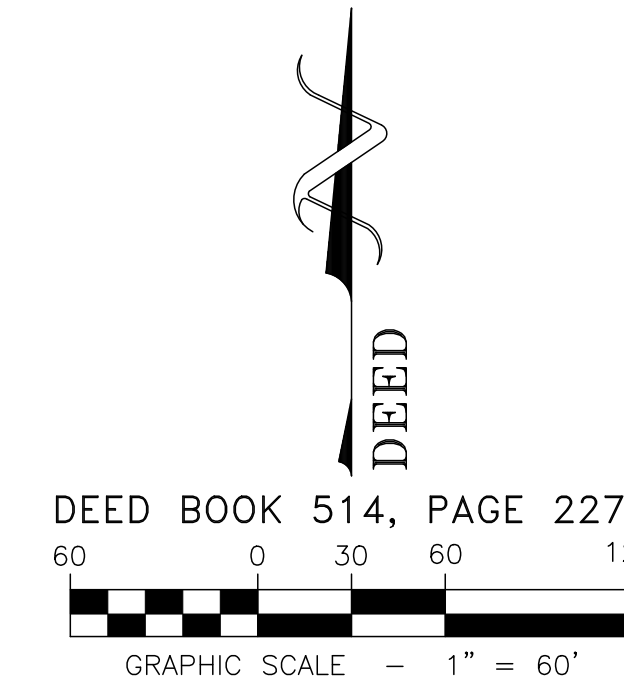
CERTIFICATION OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been bound to comply with the Ashland City, Tennessee Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the planning commission, and that it has been approved for recording in the Office of the County Register.

Date _____ Secretary, Planning Commission



Michael H. Charette R.L.S. # 2048



Notes

- 1) THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THIS PROPERTY INTO 4 BUILDABLE LOTS
- 2) THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENT ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER, NO LESS THAN THREE (3) NOR MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-800-351-1111 OR TENNESSEE REGULATORY AUTHORITY (TRA) AT 811.
- 3) ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
- 4) THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.
- 5) LOT 1 IS CURRENTLY ZONING "C-2" (HIGHWAY SERVICE DISTRICT). FRONT SETBACK: 35' SIDE SETBACK: 15' REAR SETBACK: 20'
- 6) LOTS 2, 3 & 4 ARE CURRENTLY/PROPOSED ZONING "I-2" (LIGHT INDUSTRIAL DISTRICT). FRONT SETBACK: 60' SIDE SETBACK: 30' REAR SETBACK: 35'
- 7) PARCEL NUMBERS SHOWN AS THUS () REFERS TO CHEATHAM COUNTY TAX MAP 65.
- 8) THIS PARCEL DESCRIBED HEREON PARTIALLY LIES WITHIN FLOOD HAZARD AREAS IN ACCORDANCE WITH "INSURANCE RATE MAP PANEL NUMBER 4702100350" DATED SEPTEMBER 17, 2010. FLOOD ZONE "AE" WITHIN 100 YEAR FLOOD PLAIN AND FLOOD ZONE "X" OUTSIDE OF 100 YEAR FLOOD PLAIN. FLOOD ELEVATION 403'.
FLOOD ZONE "AE" WITHIN 100 YEAR FLOOD PLAIN AND FLOOD ZONE "X" OUTSIDE OF 100 YEAR FLOOD PLAIN. FLOOD ELEVATION 403'.
- 9) CONTOURS SHOWN ARE BASED UPON CHEATHAM COUNTY GIS MAPS.
- 10) THIS PROPERTY IS PARCEL 48.03 ON THE CHEATHAM COUNTY TAX MAP 65.

Legend

- PROPERTY LINE →
- EDGE OF PAVEMENT →
- EASEMENT LINE →
- EDGE OF GRAVEL →
- EDGE OF CONC. →
- ZONING LINE →
- WALL →
- CURB →
- FENCE → X X
- OVERHEAD → OH OH
- WATER LINE → W 6"
- SEWER LINE → SA 8"
- GAS LINE → G 4"
- GAS PIPELINE → GPL GPL
- CULVERT → 18" R.C.P.
- WATER VALVE → □
- WATER METER → □
- FIRE HYDRANT → ∇
- GAS METER → □
- GAS VALVE → ⊗
- R.O.W. MONUMENT OLD → □ RM(O)
- IRON ROD NEW → ● IR(N)
- IRON ROD OLD → ○ IR(O)
- CLEAN-OUT → ○ CO
- AUTO SPRINKLER → ○ AS
- POST INDICATOR VALVE → ○ PIV
- ELECTRIC BOX → □ EB
- SIGN POST → ○
- CATCH BASIN → □
- MANHOLE → ⊙
- UTILITY POLE → ⊕
- LIGHT POLE → ⊕

Deed Reference

Deed reference for this property is Deed Book 514, Page 2273, at the Register's Office for Cheatham County, Tennessee. Owner of record being: John R. Lindahl, Jr. & Alice L. Lindahl

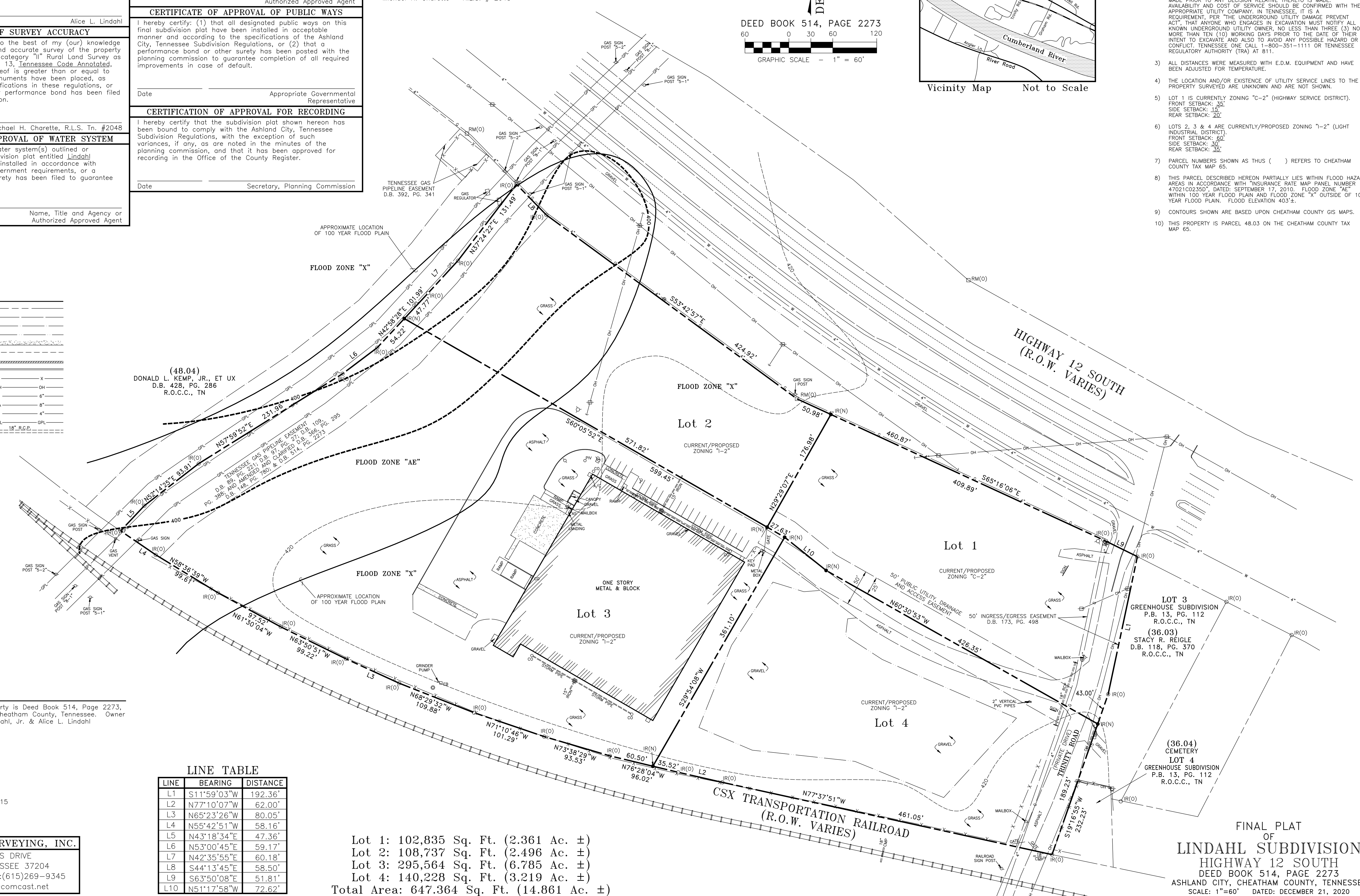
Owner: John E. Lindahl, Jr.
Alice L. Lindahl
1007 Hunters Lane
Ashland City, Tn. 37015

CHERRY LAND SURVEYING, INC.
622 WEST IRIS DRIVE
NASHVILLE, TENNESSEE 37204
(615)269-3972 FAX:(615)269-9345
E-MAIL: cherryls@comcast.net

LINE TABLE

LINE	BEARING	DISTANCE
L1	S11°59'03"W	192.36'
L2	N77°10'07"W	62.00'
L3	N65°23'26"W	80.05'
L4	N55°42'51"W	58.16'
L5	N43°18'34"E	47.36'
L6	N53°00'45"E	59.17'
L7	N42°35'55"E	60.18'
L8	S44°13'45"E	58.50'
L9	S63°50'08"E	51.81'
L10	N51°17'58"W	72.62'

Lot 1: 102,835 Sq. Ft. (2.361 Ac. ±)
Lot 2: 108,737 Sq. Ft. (2.496 Ac. ±)
Lot 3: 295,564 Sq. Ft. (6.785 Ac. ±)
Lot 4: 140,228 Sq. Ft. (3.219 Ac. ±)
Total Area: 647,364 Sq. Ft. (14.861 Ac. ±)



FINAL PLAT OF LINDAHL SUBDIVISION
HIGHWAY 12 SOUTH
DEED BOOK 514, PAGE 2273
ASHLAND CITY, CHEATHAM COUNTY, TENNESSEE
SCALE: 1"=60' DATED: DECEMBER 21, 2020
20167PLT CW

ORDINANCE #

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the following shall apply and be put into effect immediately upon proper passage of this ordinance and shall be billed each and every month of the calendar year, and that said rates are hereby adopted, fixed and established as set forth in the following schedule to wit:

18-107. Water and sewer scheduled rates and charges.

(1) The charges and/or rates for water and sewer and/or water and sewer services provided and furnished by the Town of Ashland City, Tennessee, to its inhabitants, and to all users of such water and sewer services, for each and every calendar month of the year, are hereby adopted, fixed, and established as set forth in the following schedule, to-wit:

	WATER RATES		SEWER RATES
	<i>Inside City Limits</i>	<i>Outside City Limits</i>	<i>ALL</i>
Base Charge (minimum fee)	\$11.22	\$21.06	\$11.22
ALL RATES ARE PER 1,000 GALLONS			
First gallon used to last gallon	\$7.39	\$8.43	\$7.39

The water and sewer rates may be adjusted each budgeting cycle to meet the operational requirements including expenses and debt service obligations.

Flat Rate Sewer- Monthly	\$8.00
Non-refundable Application Fee-owner	\$50.00
Landlord Rental Property Fee (1 month allowance)	\$0 reconnection fee; pays billing and usage only
Non-refundable Application Fee-renter	\$100.00
Residential STEP fee- monthly	\$9.50
Commercial STEP fee- monthly	10% of combined water and sewer total
Returned check	Amount allowable by State Law
Reconnection Fee- inside city limits	\$50.00
Reconnection Fee- outside city limits	\$75.00
After Hours Reconnection Fee- inside city limits	\$75.00
After Hours Reconnection Fee- outside city limits	\$100.00

Industrial rates outside of the industrial park sewer system may be charged at the rate listed above but be charged on the number of gallons of sewer versus number of gallons of water if the industrial user installs a dedicated line to the plant with an appropriate manhole for testing of the sewer and approval of the line by the Town of Ashland City.

BE IT FURTHER ORDAINED, this Ordinance shall take effect July 1, 2020 after its final passage, the public welfare requiring it.

1st reading May 12, 2020
Public hearing June 9, 2020
2nd reading June 9, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC



Tennessee Bureau of Workers' Compensation
220 French Landing Drive, I-B
Nashville, TN 37243-1002

Phone: 615-532-1321 FAX: 615-253-5265 Email: DFW.Program@tn.gov
<http://www.tn.gov/workforce/article/drug-free-workplace-program>

DRUG FREE WORKPLACE PROGRAM APPLICATION

1. This application must be complete, legible and signed or it will be RETURNED.
2. This application must be resubmitted anytime the employer changes insurance carriers.
3. This form must be submitted to the Bureau. Please include the completed original copy of this form plus one photocopy, a copy of PROOF OF COVERAGE and two pre-addressed, stamped envelopes:
 - a. One addressed to your Workers' Compensation Insurance Carrier and
 - b. One addressed to the employer named below.
4. THIS APPLICATION MUST BE RENEWED ANNUALLY.

Check One: New application Renewal application Changed Insurance Carrier

Company Name Town of Ashland City FEIN: 62-60002639

Mailing Address PO Bo x36 City Ashland City State & Zip TN 37015

Business Address 101 Court St City Ashland City State & Zip TN 37015

Phone # 615-792-4211 Fax # 615-792-3501 Email _____

Name of Substance Abuse Program Administrator Workforce Essentials

Nature of Business City Government Total # of FT & PT employees 72

Workers' Compensation Insurance Carrier Public Entity Partners

Lab Certification (circle one): SAMHSA CAP-FUDTAP Other _____

Name of Testing Laboratory Quest Diagnostics City Tucker State GA ZIP 30084

Name of Medical Review Officer (MRO) Randy Barnett (Philadelphia, PA 19154) Phone # 800-324-3784

Have all employees hired prior to the date of this application been provided at least one hour of substance abuse training? Yes No

Have all employees hired prior to the date of this application been informed of your company's drug free program policies? Yes No

Effective date of your program 3/15/12

Renewal applicants only:

Number of tests performed in past 12 months for each of the following:

Job Applicants: Total _____ Positive _____ Routine Fitness for Duty: Total _____ Positive _____

Post work accident: Total _____ Positive _____ EAP Follow-up: Total _____ Positive _____

Random (optional): Total _____ Positive _____ Reasonable Suspicion Total _____ Positive _____

Have all employees that have undergone substance abuse training acknowledged, in writing, their attendance at that training and the existence of your company's drug free program policies? Yes No

I hereby certify that all provisions and requirements of the Tennessee Drug-Free Workplace Program as established by T.C.A. have been met and implemented. (To be signed by all applicants)

Owner/Officer's Signature and title Steve Allen 3-9-2021
 Printed name Date

Bureau of Workers' Compensation Representative Signature Title Accepted Date



Partner Form

Please complete the entire form including the W9 and return to julie.ward@homeserveusa.com

1. Partner Name	2. Tax ID Number	
3. Payment Address (Number, Street and Apt. or Suite No.)		
4. City	5. State	6. Zipcode

Accounts (queries and remittances): Must be supplied

1. Contact Name	2. Contact Phone
3. Contact Email	
4. Contact Title / Position	

Payment Method
<input type="checkbox"/> Direct Deposit (ACH)- (Please complete page 2)
<input type="checkbox"/> Check

Send completed form to:
SourcingVendorRequests@homeserveusa.com

Direct Deposit (ACH) Enrollment Form and Agreement

All of the following information is required if Direct Deposit (ACH) payment is selected:

1. Partner Name	2. Tax ID Number	
3. Payment Address (Number, Street and Apt. or Suite No.)		
4. City	5. State	6. Zipcode
7. Payment Notification Contact Person	8. Phone	
9. Remit to Email	10. Financial Institution	
11. Routing Number	12. Account Number	
12. Swift Code <i>(If International; Currency will be defaulted to the County of Domesticity unless otherwise specified.)</i>		

I hereby authorize HomeServe USA to automatically deposit payments to the account listed above. I certify that I am authorized to enter into this agreement on behalf of the account holder. I verify that the information provided on this form is correct and that HomeServe USA may rely on it.

Authorized Signature: _____

Title: _____ Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																																			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="11" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="3" style="text-align: center;">-</td> <td colspan="5"></td> </tr> </table> <p style="text-align: center; margin: 5px 0;">or</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="11" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="8"></td> </tr> </table>	Social security number																						-			-								Employer identification number																						-										
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



HomeServe Insurance Agency, Corp.
Phone: 423-309-2019
Email: mark.slater@homeserveusa.com

Name of Insured: Ashland City Water & Sewer
Name of Insurer: NWIC
Policy Number: NWICACWS190006
Expiration date: April 1, 2020

Ashland City Water & Sewer elects not to renew the above-captioned policy effective April 1, 2020 and elects to replace the above-captioned policy with a policy issued by Virginia Surety Company, Inc.

By: _____
Name:
Title:

Date: _____

ServLine® is a registered trademark of HomeServe.



Quoted By: Tanner Cate
 Quote Expiration: 8/29/2021
 Quote Name: Town of Ashland City - LGD - PTO
 Quote Number: 2021-124170
 Quote Description:

Sales Quotation For

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

Tyler Software and Related Services - Annual

Description	One Time Fees		Net Annual Fee
	Impl. Hours	Impl. Cost	
Tyler Hosted Applications			
Property Tax Online Component	0	\$0	\$900
	<i>Sub-Total:</i>	<i>\$0</i>	<i>\$900</i>
	TOTAL:	\$0	\$900

Summary	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$900
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$0	\$900
Contract Total	\$900	

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

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

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

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

- All services quoted herein are assumed to be delivered remote unless otherwise indicated.

- Property Tax Online allows searches by name, receipt number, and /or parcel number. It displays paid and unpaid parcels, has Security-SSL (Secure Socket Layer), and payment processing via credit cards. Note that the customer pays \$3.50 fee per transaction for payment on-line.

Civil Rights Division - No Change Affidavit

Civil Rights Division; Suite 1800 James K. Polk Building; 505 Deaderick Street, Nashville, Tennessee 37243

Telephone Number: 615.741.3681 – Email: TDOT.Title.VIProgram@tn.gov

I. Agency Contact Information

Town of Ashland City

Agency Name

233 Tennessee Waltz Parkway

Agency Address

Ashland City, TN

37015

City/State

Zip Code/County

(615)792-4211

cityrecorder@ashlandcitytn.gov

Agency Phone Number

Email

Kellie Reed

City Recorder

Title VI Coordinator Name

Title

www.ashlandcitytn.gov

Website Address/URL

II. Affidavit

I, Kellie Reed, Title VI Coordinator Name, swear (or affirm) there have been no changes in

Town of Ashland City Agency Name Title VI Program, and that the existing Title VI Program is in accordance with the requirements of 49 CFR Part 21 and 23 CFR Part 200 and all applicable nondiscriminatory statutory and regulatory requirements.

I specifically swear (or affirm) that Town of Ashland City Agency Name has Title VI Complaint procedures; nondiscriminatory language in contracts; has Limited English Proficiency Procedures; has the required Title VI postings in visible places, and has a Title VI Title VI training within the last three years, 9-6-2019 Training Date.

I further swear (or affirm) that the Tennessee Department of Transportation’s Civil Rights Division will be notified within 7 calendar days of any Title VI complaints/lawsuits filed with/against

Town of Ashland City Agency Name.

Civil Rights Division - No Change Affidavit

There has been a change to Town of Ashland City Title VI Program. Please see
Agency Name
attached documentation of change. (e.g., Title VI Coordinator change, agency in receipt of a Title VI
Complaint, etc.).

I certify that the above information is true and complete to the best of my knowledge and understand that knowingly providing false information could result in the withholding of payments and /or cancellation, termination or suspension of the contract, in whole or in part.

It is the policy of the Tennessee Department of Transportation to ensure compliance with Title VI of the Civil Rights Act of 1964; related statues and regulations to the end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color or national origin.

III. Title VI Assurance

As required by the contractual agreement, Town of Ashland City will comply with the
Agency Name
applicable laws and regulations relative to nondiscrimination in federally or state assisted programs of the Tennessee Department of Transportation.

Town of Ashland City assures that no person shall on the grounds of race, color, or national
Agency Name
origin, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.I. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Tennessee Department of Transportation (TDOT). Town of Ashland City further assures
Agency Name
every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

In the event Town of Ashland City distributes federal financial assistance to a
Agency Name
consultant, contractor or subcontractor and other participants, Town of Ashland City will
Agency Name
include Title VI nondiscrimination language in all written agreements and will monitor the consultant, contractor or subcontractor and other participants for compliance. The Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by 23 CFR 200 and 49 CFR 21. As required by the contractual agreement,

2021 Tennessee Department of Transportation

Civil Rights Division - No Change Affidavit

Town of Ashland City

Agency Name

_____ will comply the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs of the Tennessee Department of Transportation (TDOT).

IV. Declaration of Title VI Coordinator

I declare that I have completed this Title VI Compliance Assessment to the best of my knowledge and believe it to be true and correct.

Title VI Coordinator

Date

V. Declaration of Administrative Head

I declare that I have reviewed and approved the information provided in this assessment and to the best of my knowledge and believe it is true, correct and complete.

Administrative Head

Date



Town of Ashland City

EXPENDITURE REQUEST

Date of Request 2/22/21

Department FIRE

Requested by: CHUCK WALKER

Vendor TO BE BID OUT

Address _____

ST. / Zip Code _____

Fund _____ Account _____ Object Code 900

Quantity	Description	Price	Total
1	40' x 80' METAL POLE BARN		\$40,000
	- DONATION FROM FIRE ASSOCIATION		
	\$??		

Department Head Approval Ch Walker

City Recorder

Budgeted	Activity	Balance

City Managers Approval _____

**TOWN OF ASHLAND CITY
 CONTRACT 219 - WTP FILTER REPAIRS
 BID DATE: 3/4/2021
 BID TIME: 2:00 P.M. , C.S.T.**

CONTRACTOR	BASE BID	DEDUCT ALTERNATE
TECHCOAT, Inc. 4310 Greenway Dr Knoxville, TN 37918 865-525-8444	<i>\$ 116,179.00</i>	<i>\$ 2625.00 Removal of Media \$ 1500.00 Dis of Blocks</i>
W&O Construction Co., Inc. 150 Construction Dr Livingston, TN 38570 931-403-1000	<i>\$ 107,700.00</i>	<i>\$ 4000.00 Removal of Media \$ 1500.00 Dis. of Blocks</i>



TRADEBE

Field Services Emergency Response Standard Rate Sheet - 2020

**24-Hour Emergency Response
(800) 914-9111**

[Must have an MSA or Field Contract in place]

Description	Units	Business Hours	Overtime	Double Time
		7AM - 4PM	4PM-7AM & Weekends or after 8 Hours	Holidays
LABOR RATES - Per Hour, Per Person, Portal to Portal with a 4-hour minimum				
Project / Operations Manager	Hour	\$140.00	\$210.00	\$280.00
Industrial Hygienist	Hour	\$175.00	\$263.00	\$350.00
Site Safety Specialist	Hour	\$115.00	\$173.00	\$230.00
Supervisor	Hour	\$90.00	\$135.00	\$180.00
Foreman	Hour	\$70.00	\$105.00	\$140.00
Mechanic	Hour	\$65.00	\$98.00	\$131.00
Equipment Operator / Driver	Hour	\$75.00	\$113.00	\$151.00
Technician	Hour	\$62.00	\$93.00	\$124.00
Office/Clerical/Accounting	Hour	\$50.00	\$75.00	\$100.00
Environmental Consultant	Hour	\$130.00	\$195.00	\$260.00
Lab Pack/ Field Chemist	Hour	\$130.00	\$195.00	\$260.00
Marine Operator	Hour	\$75.00	\$113.00	\$151.00
Logistics/Disposal Coordinator	Hour	\$70.00	\$105.00	\$140.00
VEHICLES – Minimum 8 Hours Per Day – w/o Driver				
½ to 1 Ton Pick Up Truck	Hour		\$25.00	
Service Truck	Hour		\$35.00	
Liquid Vacuum Truck	Hour		\$125.00	
Stainless Steel Vacuum Truck	Hour		\$155.00	
3,000 Gallon Liquid Ring Vacuum Truck	Hour		\$165.00	
Stainless Steel Transport Tanker (w/o Road Tractor)	Hour		\$85.00	
Vacuum Tanker (w/o Road Tractor)	Hour		\$95.00	
Air Mover Vacuum Truck	Hour		\$165.00	
Vac/Jetter Unit (Combo Truck)	Hour		\$195.00	
Box Truck with Lift Gate (<26,000 GVW)	Hour		\$65.00	

Box Trailer with Lift Gate (w/o Road Tractor)	Hour	\$50.00
Dump Truck (Tri- Axle)	Hour	\$90.00
Roll Off Frame Truck (Single Box)	Hour	\$60.00
Roll Off Frame Trailer (Double Rail)	Hour	\$100.00
Stake Body Truck with Lift Gate (<26,000 GVW)	Hour	\$55.00
Road Tractor	Hour	\$95.00
CCTV Van	Hour	\$90.00
<i>Transportation rates exclude applicable fuel surcharges which will be variable based on US DOE Regional Average found at www.eia.doe.gov. These charges will be added to the hourly and trip rate quoted for fuel powered equipment.</i>		
TRAILERS		
20 - 24' Response Trailer	Hour	\$95.00
16' - 18' Response Trailer	Hour	\$75.00
12' - 14' Response Trailer	Hour	\$65.00
16' - 24' Small Equipment Trailer	Day	\$125.00
16' Dump Trailer	Hour	\$73.00
Lowboy Trailer (40 ton) excludes permits	Hour	\$75.00
Containment Boom Trailer (Boom not Included)	Day	\$130.00
MARINE		
26' Response Boat w/ Twin 90 HP Engines	Day	\$850.00
24' Response Boat w/ Twin 90 HP Engines	Day	\$850.00
24' Response Boat w/ Twin 40 HP Engines	Day	\$700.00
14' - 18' John Boat	Day	\$375.00
14' - 16' Response Boat with motor	Day	\$145.00
Life jackets	Each / Day	\$50.00
50-75 lb. Anchor	Each / Day	\$75.00
Boom Lights	Each / Day	\$30.00
Anchor Buoys	Each / Day	\$25.00
Drum Skimmer (Small - 24")	Day	\$800.00
Drum Skimmer (Medium - 60")	Day	\$975.00
Up to 12" Containment Boom	Foot / Day	\$1.50
18" Containment Boom	Foot / Day	\$3.00
HEAVY EQUIPMENT		
	Units	Rate
Skid Steer < 10,001 lbs.	Hour	\$75.00
Skid Steer - Sweeper Brush Attachment	Day	\$200.00
Skid Steer Sweeper Brush Wear (plus rental)	Per inch diameter	\$120.00
Skid Steer - Fork attachment	Day	\$40.00
Skid Steer - Hoe-ram attachment	Day	\$200.00
Skid Steer - Grappler	Day	\$240.00
Mini Excavator <12,001 lbs.	Hour	\$70.00
Mini Excavator 18,000 lbs.	Hour	\$125.00
Forklift (Warehouse/Industrial) (<8,000 lbs.)	Hour	\$53.00
Administrative and Miscellaneous		
EPA eManifest Data Upload Fee	Each	\$9.00
Manifest Preparation Fee	Each	\$25.00
Unapproved Profile Processing Fee	Each	\$100.00
Rush Approval	Each	\$120.00
Waste Labels	Each	\$2.00
DOT Placards	Each	\$10.00
Subcontractor	Each	Cost + 25%

Equipment Rental	Each	Cost + 25%
Miscellaneous Tools and Material Not Included	Each	Cost + 25%
Containment, Waste, Decon		
Dewatering Box	Day	\$85.00
Dewatering Box Liner	Each	\$350.00
Frac Tank Containment	Day	\$60.00
21,000 Gallon Frac Tank Rental	Day	\$110.00
10,000 Gallon Frac Tank Rental	Day	\$75.00
Roll-Off Box (20-25 yard) Oily/Haz Waste	Day	\$50.00
Roll-Off Box (20-25 yard) Non-haz Special Waste	Day	\$40.00
Roll-Off Box (20-30 yard) Construction Debris	Day	\$20.00
Roll-Off Box Liner	Each	\$75.00
Vacuum Box	Day	\$110.00
Dome Lid Attachment for Bladder Bag	Day	\$15.00
Bladder Bag for Vacuum Box	Each	\$500.00
275 Gallon Tote (reconditioned)	Each	\$275.00
330 Gallon Tote (reconditioned)	Each	\$325.00
Cubic Yard Box	Each	\$150.00
Cubic Yard Box Liner	Each	\$50.00
Drum Poly 55 Gal (reconditioned)	Each	55.00
Drum Steel Recon 55 Gal	Each	\$75.00
Drum, 5 Gal	Each	\$25.00
Drum, Poly Overpack, 95Gal (reconditioned)	Each	\$330.00
Drum, Steel Overpack 85 Gal (reconditioned)	Each	\$240.00
Drum, Steel 55 Gal-New	Each	\$150.00
Spill Berm 12 x 12	Day	\$30.00
Decon Pool	Day	Cost + 25%
Disposal	Each	Cost + 25%
Materials and Consumables		
5" Sorbent Boom (40' Per Bale)	Bale	\$145.00
5" Sorbent Boom Universal (40' Per Bale)	Bale	\$175.00
8" Sorbent Boom	Bale	\$275.00
Sorbent Pads – Universal (50 / Bale)	Bale	\$125.00
Sorbent Pads (100 / Bale)	Bale	\$125.00
Sorbent Roll (144' x 38')	Bale	\$175.00
Drum Liners (6 mil)	Each	\$10.00
Poly Sheeting (20'x100'; 6 mil)	Roll	\$150.00
Duct Tape	Roll	\$12.00
Floor Dry / Oil Dry	Bag	\$29.00
Lime (50 lb.)	Bag	\$43.00
Portland Cement	Bag	\$30.00
Soda Ash	Bag	\$45.00
Straw Bales	Bale	\$12.00
Rags / Wipes (10 per box)	Box	\$35.00
Chemical Tape	Each	\$25.00
Acetic Acid (1 Gallon)	Each	\$25.00
Barrier Tape	Each	\$35.00
Micro Blaze or comparable (1 gallon)	Each	\$85.00
Muriatic Acid (1 Gallon)	Each	\$25.00
Sodium Bicarbonate (50lb)	Each	\$40.00
Degreaser	Gallon	\$30.00
Shockwave	Gallon	\$60.00

Grass Seed	Pound	\$5.00
Erosion Matting	Roll	\$60.00
Silt Fence (100ft)	Each	\$150.00
Rope, 5/8	Roll	\$283.00
Shrink Wrap (1,000' roll)	Roll	\$50.00
Sorbent Pads (Chemical) (100 per bale)	Bale	\$165.00
Monitor and Sampling		
pH Meter	Day	\$50.00
5 Gas Air Monitoring Instrument (includes PID)	Day	\$275.00
Chemical Tube Pump	Day	\$75.00
Mercury Spill Kit	Each	Cost + 25%
Mercury Test Kit	Each	Cost + 25%
PCB Test Kit	Each	Cost + 25%
pH Test Strips	Each	\$7.00
Operation Support Equipment Minimum 8 Hours Per Day		
Decon Sprayer	Each	\$45.00
Non-Sparking Hand Tools Set	Day	\$100.00
Non-Sparking Shovel	Each/Day	\$75.00
Bonding and Grounding Kit	Day	\$100.00
Plug & Patch Kit	Day	Cost + 25%
Reciprocating Saw Blades	Each	\$15.00
4" Cone Blower (Air Horn)	Day	\$80.00
Turbine Air Blower (Manhole Fan)	Day	\$250.00
Heavy Duty Garden Hose (50' section)	Each/Day	\$20.00
4" Disposable Flex Hose	Foot	\$1.75
6" Disposable Flex Hose	Foot	\$2.00
3/4" Air Hose	Ft/Day	\$1.40
1" Chemical Suction / Discharge Hose	Ft/Day	\$24.00
1" Suction / Discharge Hose	Ft/Day	\$1.00
2" Chemical Suction/Discharge Hose	Ft/Day	\$30.00
2" Suction / Discharge Hose	Ft/Day	\$6.00
3" Chemical Suction/Discharge Hose	Ft/Day	\$50.00
3/8" Air Hose	Ft/Day	\$0.25
3" Suction / Discharge Hose	Ft/Day	\$12.00
4" Suction / Discharge Hose	Ft/Day	\$18.00
Pressure Washer Hose	Ft/Day	\$0.35
1" Diaphragm Pump	Day	\$75.00
1" Chemical Diaphragm Pump	Day	\$200.00
2" Diaphragm Pump	Day	\$285.00
2" Gas or Diesel Centrifugal Pump	Day	\$130.00
2" Chemical Diaphragm Pump	Day	\$400.00
3" Diaphragm Pump	Day	\$300.00
3" Gas or Diesel Centrifugal Pump	Day	\$160.00
4" Gas or Diesel Centrifugal Pump	Day	\$300.00
Pump rebuild kits	Each	Cost + 25%
Pneumatic Drill	Day	\$50.00
Pneumatic Hammer	Day	\$55.00
Pneumatic Handheld Chisels	Day	\$35.00
Pneumatic Impact Wrench / Sockets	Day	\$50.00
Pneumatic Reciprocating Saw	Day	\$75.00
Hole Saw Kit	Each	\$50.00
10 cfm Air Compressor	Day	\$130.00
185 cfm Air Compressor	Day	\$275.00

Air Blower/Hand Held/Backpack Blower	Day	\$100.00
Chain Saw / Chop Saw (Gas powered)	Day	\$75.00
Replacement Saw Chains / Blades	Each	\$35.00
Drum Head Vacuum	Day	\$225.00
Portable Generator (<5,001 watt)	Day	\$150.00
Extension Cord (50ft)	Each/Day	\$25.00
Weed eater	Day	\$100.00
Wet Dry Vac	Day	\$50.00
HEPA Vac	Day	\$160.00
Negative Air Machine (without filters)	Day	\$150.00
Light Plant	Hour	\$47.00
Portable Light Stand	Hour	\$10.00
24' Fiberglass Extension Ladder	Day	\$30.00
8' Fiberglass Step Ladder	Day	\$20.00
Drum Dolly	Day	\$28.00
Drum Lift Dump	Day	\$50.00
Rope Ladder	Day	\$20.00
Wheelbarrow	Day	\$25.00
Drum Thief	Each	\$35.00
Pallet Jack	Day	\$20.00
Extension Pressure Wand	Each/Day	\$50.00
Cold Water Pressure Washer	Hour	\$50.00
Gamma Jet Cleaning System	Hour	\$50.00
Hot Water Pressure Washer	Hour	\$75.00
Hydro blaster (20k) (w/o operator)	Hour	\$225.00
Jetter trailer (w/o operator)	Hour	\$175.00
Acetylene / Oxygen Torch Set	Day	\$150.00
4"/6" aluminum fittings	Each/Day	\$50.00
Replacement fittings and pipe	Each	Cost + 25%
6" aluminum vac pipe (10-foot section)	Each/Day	\$25.00
Acetylene / Oxygen Bottle Refill	Each	Cost + 25%
Personal Protective Equipment (PPE)		
Boots - Hazmat	Each	\$200.00
Boots - Chemical Resistant	Pair	\$275.00
Boots - Chest Waders one-time charge per person	Pair	\$175.00
Boots - Hip (one-time charge, per person)	Pair	\$150.00
Boots - Rubber Boot Covers	Pair	\$20.00
Boots - Boot Covers	Pair	\$9.00
Safety Glasses	Each	\$10.00
Safety Shields	Each	\$25.00
Ear Plugs	Pair	\$2.00
Gloves - Inner Protective (50 pair/box)	Box	\$50.00
Gloves - Nitrile	Pair	\$14.00
Gloves - Cotton	Pair	\$6.00
Gloves - Leather	Pair	\$10.00
Gloves - PVC Rubber Gloves (Black)	Pair	\$8.00
Respirator - Breathing Air Cascade System	Day	\$336.00
Respirator - 5 Minute Escape Pack - SAR	Day	\$200.00
Respirator - Full Face Respirator	Day	\$75.00
Respirator - SCBA (plus refill)	Day	\$250.00
Respirator - Dust / Particulate Mask	Each	\$12.00
Respirator - High Pressure Breathing Air Refills	Each	\$65.00
Respirator - Low Pressure Breathing Air Refills	Each	\$40.00

Respirator - Chemical Specific Cartridges (i.e. Hg, NH3,)	Pair	Cost + 25%
Respirator - Chemical Vapor APR Cartridges	Pair	\$35.00
Respirator - Organic Vapor / H.E.P.A. Cartridges	Pair	\$35.00
Respirator – H.E.P.A. (P-100) Cartridges	Pair	\$12.00
Suit - Acid	Each	\$150.00
Suit - Saranex	Each	\$67.00
Bunker Gear (does not include SCBA)	Person/Day	\$200.00
Bunker Gear Decontamination	Each	Cost + 25%
Suit – Nomex Coveralls	Person/Day	\$10.00
Suit - Polypropylene	Each	\$12.00
Suit - Tyvek	Each	\$15.00
Suit – Poly Coated Tyvek	Each	\$25.00
Suit – Rain Suit	Person/Day	\$30.00
Hi-Viz Safety Vest	Each	\$40.00
Safety Support Equipment		
Tripod	Day	\$150.00
Equipment Winch	Day	\$125.00
Personnel Retrieval Winch	Day	\$175.00
Self-Retracting YoYo	Day	\$25.00
Bosun Chair	Day	\$100.00
Lockout/Tagout Kit	Day	\$200.00
Lifeline with Safety Hook	Day	\$30.00
Portable Eye Wash Station	Day	\$75.00
Safety Harness (Body)	Day	\$60.00
First Aid Kit	Day	\$15.00
Traffic Safety Cones	Each/Day	\$5.00
10 lb. ABC Dry Chemical Fire Ext/refill	Each	\$60.00
20 lb. ABC Dry Chemical Fire Ext/refill	Each	\$75.00
Emergency Signal Horn	Each	\$15.00
Disposal		
Non-Haz Solids Disposal (55-Gallon Drum)	Per Drum	\$175.00
Non-Haz Liquids Disposal (55-Gallon Drum)	Per Drum	\$115.00
Non-Haz Cubic Yard Box Disposal	Per Box	\$575.00
Non-Haz Liquids Disposal	Per Tote	\$550.00
Non-Haz Overpacked Drum Surcharge	Per Drum	\$125.00
Bio-Hazardous Disposal (55-Gallon Drum)	Per Drum	\$450.00
Misc. Non-Haz Disposal	Each	Cost + 25%
Hazardous Waste Disposal	Each	Cost + 25%

Automotive Equipment

Automotive Equipment Hourly Rates are charged portal to portal. A four (4) hour minimum time will be charged on all call-outs. A mileage charge of \$.50 per mile will be added for all automotive equipment, automobiles, and pick-up trucks. Normal hours of operation are from 0800 through 1600 daily, Monday through Friday. All automotive and heavy equipment charges will be in accordance with Tradebe’s Daily Tickets. Overtime will be charged for automotive and industrial equipment that requires an operator at one hundred and thirty-five percent of regular time. Additionally, any equipment listed herein that requires an operator/ driver will also have a corresponding per diem when applicable. There will be a four (4) hour minimum service charge on all automotive and industrial call outs. All call outs will be charged portal to portal.

Diesel Fuel Surcharge

Due to the continual rise and fall of fuel costs, the Fuel Surcharge Guideline will be applied to all transportation invoice items. The weekly Retail On-Highway Diesel Prices published by the Energy Information Administration will be utilized to determine the fuel surcharge for the specific date of service (website http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp). If your invoice must be processed prior to the close of that week, the prior weekly published fuel cost rate will be utilized. A fuel surcharge will apply only after the first 100 miles. Fuel for equipment is not charged in the hourly rate and therefore equipment that does not require diesel fuel will be charged at cost + 20%.

Hazardous Material Rates

Hazardous Material Rates will be charged when the material being remediated has a hazard rating of two or greater on the NFPA 704 labeling system or hazardous material identifying system, or if a job requires the use of respiratory protection.

Personnel

Experienced emergency response personnel are available for complete spill cleanup operations, twenty-four (24) hours a day, seven (7) days a week. Normal hours of operation are from 0800 through 1600 daily, Monday through Friday. All labor charges will be in accordance with TRADEBE Environmental Service's Daily Tickets. Overtime for personnel will be charged at time and half between 1600 through 0800 Monday through Friday, weekends from 1600 Friday through 0800 Monday. Double time rates will be charged for all National Holidays. Per Diem of \$125.00 per day, per employee will be charged for all work-performed 50 miles outside of employee's home base. Per Diem charges cover lodging accommodations and meals during employees' off hours. There will be a four (4) hour minimum service charge on all labor call outs. All call outs will be charged portal to portal.

In the event that TRADEBE Environmental Service responds to a request from a Customer and/or on behalf of Customer for record gathering and/or litigations support services, Customer will pay for personnel provided and/or requested in the amount corresponding to the personnel designation in the rate sheet, plus travel, lodging and per diem.

Personnel travel time via air, land or water will be charged as per Tradebe's current rate schedule. Extraordinary travel expenses i.e. airline tickets, charter aircraft, taxi, parking, etc. will be charged at cost plus 20%. Travel expenses for long-term, on-site personnel who are permitted to return home every three (3) weeks will be charged at cost +20%.

Stand-By Rates and Job Loadout

Stand-by rates will be ½ the daily rate for equipment. These rates may be negotiated based upon the circumstances causing the need for a stand-by situation. Full rates will apply for personnel and per diem.

During large projects where extensive consumable items and loading of equipment is required, personnel hours and equipment rates at the office locations will be charged for their roles in the load out of required supplies.

Equipment Decontamination / Washout

Time and Material charges are portal to portal and will continue through decontamination and/or washout of any and all equipment utilized on the project.

Replacement of Damaged or Contaminated Equipment

If during the performance of a service and/or services for a customer, equipment and/or material sustain damage which renders the equipment and/or material beyond repair or renders decontamination impossible, said equipment and/or material will be subject to a replacement charge at Tradebe cost + 20% unless said damage was sustained as a result of misuse by Tradebe personnel.

Roll-Off Boxes

Roll-Off Box delivery and pickup charges vary according to the distance from the site location. The cost for roll-off box liners is \$50.00 each. Box liners are not mandatory, but if the roll-off box requires cleaning at the end of the rental period, the customer will incur the cleaning charges.

Boom Anchors & Buoys

For each 1,000 feet of containment boom deployed, Tradebe shall charge a minimum of five (5) anchors, five (5) anchor buoys, boom lights and the necessary rope. In areas of strong currents, additional anchors may be deployed to hold containment boom in desired locations. All anchors will be billed at the daily rental rate. Lost or destroyed anchors and buoys will be replaced at cost +20%.

Commercial Transportation

For all employees who do not reside the local commuting area for the work site, Tradebe will be reimbursed for costs incurred for employee travel to and from the work site on the basis of Tradebe's incurred cost plus 20% for all commercial transportation (i.e. buses).

Subcontract Services / Third-Party Services

When Tradebe equipment is available, Tradebe will use and bill customer for said equipment at rates published in within this rate schedule. For any item that is identified on Tradebe rate schedule and which Tradebe acquires through or from a third-party vendor or supplier, Customer will pay Tradebe the higher of Tradebe rate or cost plus a 20% handling charge.

A 20% handling charge will apply and be invoiced for all shipping and transportation of equipment, materials and goods regardless of whether such equipment, materials and goods appear on Tradebe rate schedule. In addition, for all items not listed on Tradebe rate schedule, including but not limited to personnel, equipment, materials and goods, laboratory services, testing services, damage waivers and/or other services, said items will be billed at Tradebe cost plus a 20% handling charge.

Cost, as used herein, is defined as the amount invoiced to Tradebe by a third-party supplier of material and/or goods and/or material and/or labor and/or equipment and/or services.

Project Safety

In the event Tradebe mobilizes fifteen (15) or more response personnel to a spill site, one or more qualified safety officers will also be mobilized to assist with site safety. The number of safety officers mobilized will be site specific, based upon the logistics of the different work zones. Safety officers will remain on site and work with response personnel throughout the duration of the project until it is agreed upon by Tradebe Management and Customer Representatives that these services are no longer required.

Heat Stress/Lunches

Due to the possibility of elevated temperatures throughout the year, Tradebe shall provide all spill response personnel with water and sports drinks to be consumed throughout the work shift in an effort to minimize the effects of elevated temperatures and prevent heat related injuries. Ice chests and ice shall also be provided by Tradebe. These items shall be invoiced at \$10 per man per day.

Daily lunches will be provided to all Tradebe response personnel working either in the field or in a command post setting unless previous arrangements have been made for customer provided meals. Lunches will be invoiced at cost +20%.

Level D PPE

Level D PPE shall be used when the atmosphere contains no known hazard and work functions preclude splashes, immersion, or the potential for unexpected inhalation of or contact with hazardous levels of any chemical. Level D protective equipment such as hard hats, personal flotation devices (PFD), steel toe rubber boots, safety glasses, hearing protection, tyvek coveralls, and inner protective gloves are provided by Tradebe at a cost of \$45.00 per person for each day the person is on the work site. Level D PPE is not charged for administrative, support or delivery personnel.

Taxes

All federal, state and municipal taxes, except income taxes and advalorem taxes, now and hereinafter imposed with respect to services rendered; to rental equipment; to the processing, manufacture, repair, delivery, transportation of equipment and supplies shall be added to and become part of the total price payable by the client, unless the proper exemption certificates are furnished.

Terms

All equipment not listed in this rate schedule, whether requested by the contracting company or needed to complete work in progress, will be negotiated for price with a client company representative. A 20% handling fee will be added to the cost of any equipment rented or subcontracted, which is or is not listed in this rate schedule.

Invoices

Invoices will be rendered on a daily basis or at the completion of the project, depending on the duration of the project. The term of payment for all invoices is Net Payment Due 30 days after date of invoice in United States Dollars (US\$). The balance of any invoice not timely paid will accrue a finance charge computed at the periodic rate of one and one-half percent (1.5%) per month (18% per annum) beginning on the first day of the first month following any delinquency. Customer is obligated to make payment to Tradebe at its principal office at 1411 S. Dickerson Road, Goodlettsville, Tennessee 37072, in Davidson County, Tennessee.

Post Response Rates & Adjustments

Tradebe will at no time allow post emergency response negotiated rates to become retroactive. Tradebe also reserves the right to bill the customer for all items and adjustments made by third party negotiators (qualified individual, adjusters, etc.).

Emergency Response Office Locations

Tradebe Nashville 1411 S. Dickerson Road Goodlettsville, TN 37072 (615) 868-9110	Tradebe Memphis 5485 Victory Lane Millington, TN 38053 (615) 868-9110	Tradebe Knoxville 179 Gladstone Drive Lenoir City, TN 37771 (615) 868-9110
Tradebe Worcester 347 West Main St Northborough, MA 01532 (888) 276-0887	Tradebe Hartford 500 Four Rod Road Berlin, CT 06037 (888) 276-0887	Tradebe Portsmouth 410 Shattuck Way Newington, NH 03801 (888) 276-0887
Tradebe Chicago 4343 Kennedy Ave, East Chicago, IN 46312 (800) 388-7242		

This rate sheet is the sole property of TRADEBE Environmental Services, LLC and any changes without the permission of an authorized representative of Tradebe management is strictly forbidden. The rates herein are listed for materials that are commonly used in the clean-up of emergency response situations on the water as well as land.



TRADEBE

TRADEBE ENVIRONMENTAL SERVICES EMERGENCY RESPONSE FIELD CONTRACT

JOB # _____ DATE 1-8-21
 The undersigned Mayor Steve Allen of Town of Ashland City
 (Name) (Address)

("Client"), for and in consideration of the contract of Tradebe Environmental Services, to undertake the work specified hereunder, stipulates and agrees:

1. **Scope of Work.** The work to be performed is:

- Tradebe Environmental Services shall have no obligation to provide any services, supplies or materials other than those necessary to complete this work as specified.
- Payment.** Client acknowledges receipt of the Emergency Response Rate Sheet and agrees to pay Tradebe Environmental Services in accordance with the rates specified therein for all personnel, time, and equipment usage for the work to be performed as set forth above and for all work reasonably incident thereto, including any tasks required by any applicable law, regulation, or directive of a regulatory official, or requested by Client. Payment shall be due and payable at the offices of Tradebe Environmental Services within thirty (30) days of invoice. Tradebe Environmental Services may, at its option, submit interim invoices or may invoice only at the conclusion of the work. Client stipulates and agrees to submit to the jurisdiction of the Lake County, Indiana, as the sole and exclusive venue for any litigation between the parties. Tradebe Environmental Services shall be entitled to recover prejudgment interest at the highest rate allowed by law, plus its attorney's fees and other expenses in any action to recover fees or charges owed by Client pursuant to this contract.
- This contract sets forth the entire understanding of the parties. Client has no expectation of Tradebe Environmental Services not expressly set forth herein and has not relied upon and will not rely upon any representation, advice or understanding not set forth herein or specified in a subsequent written contract.
- Tradebe Environmental Services makes no representation or warranty that the work done hereunder will satisfy, limit, or reduce Client's or, if Client is an insurance company, Client's insured's liability or responsibility to any third party, public or private. Client shall defend, indemnify, and hold Tradebe Environmental Services harmless against all claims of third parties relating to any environmental condition or remediation work to which this contract relates.

NON-HAZARDOUS WASTE AUTHORITY

The undersigned authorizes personnel of Tradebe Environmental Services to sign profiles and Non-Hazardous Waste manifests for disposal that would be associated with or pertaining to this Emergency Response Field Contract.

Company Name: Town of Ashland City Mailing Address: 101 Court Street
 Phone Number: 615-792-4211 City: Ashland City
 P.O. Number: _____ State: TN Zip: 37015
 (if applicable): _____

CONTRACT SUBMITTED BY:

X _____
 Tradebe Environmental Services

 (Print Name)

TERMS ACCEPTED AS OF THE DATE SPECIFIED ABOVE:

X Steve D. Allen
 Client
STEVE D. ALLEN
 (Print Name)



TRADEBE

Environmental Services, LLC™

CREDIT APPLICATION

Tradebe Sales Representative: Rich Pingston Today's Date: 1-8-21

Location Information

Name of Business: <u>Town of Ashland City</u>		Date Established
Address of Business (Street, City, State, & Zip): <u>101 Court Street</u>		
Billing Address (Street, City, State, & Zip):		
Phone Number	Fax Number	EPA ID #
<u>615-792-4211</u>	<u>615-792-3501</u>	
Accounts Payable Contact Name		Accounts Payable Phone Number
<u>Jamie Winslett</u>		<u>615-792-4211 ext 5242</u>
Accounts Payable Email Address		
<u>accounts payable @ ashland city tn.gov</u>		
Is a P O Required?	Yes	<input checked="" type="radio"/> No

Business Information

Federal Tax ID Number	Tax Exempt Number (Attach Copy of Form)	
<u>62-6000239</u>		
Dun & Bradstreet Number	Corporation/Partnership/Sole Proprietorship	Credit Line Requested (\$)
Names of Company Officers/Partners/ or Owner		Title
1)		
2)		
3)		

Bank Reference

Bank Name	Phone Number	Fax Number
<u>Pinnacle</u>		
Address (Street, City, State, & Zip)		
Contact Name	Account Number	

Trade References

Name	Address	Phone	Fax
1)			
2)			
3)			

The information and statements in this application are true and complete. They are made to establish an open account with Tradebe Environmental Services, LLC. The undersigned hereby agrees for the applicant, the principals of the applicant and also personally and individually that (1) All purchases will be paid for by the applicant and/or its officers and owners listed above; (2) Payment terms shall be Net 30 days and that any payments not made within 30 days of invoiced date shall bear an interest rate of 1.5% per month (18% per year) from the due date until paid in full; and (3) In the event of default in payment of any amount due hereunder and if this account is placed with an agency or attorney for collection or legal action, to pay an additional sum equal to collection costs, attorney's fees, court costs and all such other costs as may be incurred and permitted under the laws governing these transactions. This agreement shall be construed and enforced under Indiana law and the jurisdiction/venue for an action relating to any matter between Tradebe Environmental Services, LLC and applicant shall be in Lake County, Indiana. The undersigned authorizes and releases all banks, persons and companies listed on this application to furnish information and authorizes the checking of credit.

By: Mage Bowman Financial Director
Signature & Title of Authorized Agent of Company

1-8-21
Date

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Town of Ashland City

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ **Government**

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
101 Court Street
 City, state, and ZIP code
Ashland City, TN 37015

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
6	2	-	6	0	0	0	2	3	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Whellw Reed*

Date ▶ *01-08-2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



TENNESSEE SALES OR USE TAX
GOVERNMENT CERTIFICATE OF EXEMPTION

TO: Vendor's Name TRADE BE Environmental Services LLC
Vendor's Address 1433 E. 83RD AVE Suite 200 Merrillville, IN 46410

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency Town of Oakland City
Date: 01-08-2020
Signed: [Signature]
Title: CMFO / City Recorder

RV-F1301301

INTERNET (2-08)