



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
February 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.](#) January 12, 2021 Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. City Attorney

OLD BUSINESS

- [3.](#) Caldwell Park Discussion
4. Sale of City Hall Discussion/Agreement
- [5.](#) Ordinance: Rezone Request C-2 to R-3: 116 Washington Street Map 049 N B Parcel 1.00
- [6.](#) Ordinance: Rezone Request PO-PUD to R-4PUD: Highway 12 Map 64 Parcel 11.01

NEW BUSINESS

- [7.](#) Badgepass Renewal Agreement
- [8.](#) Fireworks Contract Agreement for Summerfest
- [9.](#) Resolution: Cooperative Purchasing Agreement
- [10.](#) Resolution: Temporarily allow variances under the current Sign Ordinance
- [11.](#) Resolution: FEMA Firefighter Equipment Grant
- [12.](#) Budget Amendment
- [13.](#) Ordinance: Rezone Subdivision
- [14.](#) Updating Title 18: Allow landlords temporary water reconnection

SURPLUS PROPERTY NOMINATIONS

- [15.](#) Surplus Christmas decorations
- [16.](#) Surplus Equipment
17. Surplus IT Equipment

EXPENDITURE REQUESTS

- [18.](#) Polaris Ranger XP 1,000
- [19.](#) Emergency Purchase Notification

OTHER

OURNMENT

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 January 12, 2021 6:00 PM Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:48 p.m. stating, "I am Steven Allen, Mayor for the Town of Ashland City, and I hereby call to order the January 12, 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 (having connectivity issues Councilman Adkins joined the meeting during the Alley Abandonment discussion)

Councilman Gerald Greer

Councilman Roger Jackson

Councilman Chris Kerrigan

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. December 8, 2020 Council Meeting Minutes

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the December 8, 2020 Council Meeting Minutes as written. All approved by voice vote.

PUBLIC FORUM

None.

REPORTS

2. City Attorney

Ms. Noe stated she doesn't have anything that isn't already on the agenda.

OLD BUSINESS

3. Council Vacancy Discussion

Mayor stated the four candidates are on the line and if anyone wants to ask questions they are welcome to do so at this time. Councilman Greer stated he does not have any questions, but he would like to make a motion to nominate Vivian Foston for the vacant council position. The motion was seconded by Councilman Jackson. Voting Yea: Councilman Greer, Jackson. Nay: Kerrigan, Anderson. Mayor questioned if this vote can be taken up when Councilman Adkins can get reconnected. Ms. Noe responded yes. Vice Mayor Anderson made a motion, seconded by Councilman Kerrigan, made to move this discussion until Councilman Adkins is able to reconnect to the meeting. Councilman Greer, as well as Councilman Jackson, retracted his original motion and stated he is willing to pass their motion until Councilman Adkins can get

reconnected. All approved by voice vote to discuss this topic after Councilman Atkins reconnects to the meeting.

This discussion continued concluding the Alley Abandonment Resolution.

A motion was made by Councilman Greer, seconded by Councilman Jackson, to appoint Vivian Foston to the Ward One Council position. Voting Yea: Councilman Adkins, Councilman Greer, Councilman Jackson Voting Nay: Mayor Allen, Vice Mayor Anderson, Councilman Kerrigan.

A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to appoint JT Smith to the vacant Council position. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer Voting Nay: Councilman Jackson, Councilman Kerrigan.

Mayor thanked everyone for applying for the position and stated it was a tough decision. Ms. Noe stated they will be sworn in at the February Workshop Meeting.

4. Resolution: Alley Abandonment

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY TO ABANDON AN ALLEY LOCATED BETWEEN THE BUILDINGS LOCATED AT 575 SOUTH MAIN STREET MAP 055F GROUP D PARCEL 001.00 AND 106 DUKE STREET MAP 055F GROUP D PARCEL 002.00 IN ASHLAND CITY, TENNESSEE. Ms. Noe stated this is the property that is formerly Community Bank and Trust and is now Reliant Bank. Further, they were given an air easement, but Reliant has requested the abandonment since taking ownership. In addition, this was taken up by council years ago and there was some opposition by the adjoining land owner; however, proper notice has been given. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the Resolution for the Alley Abandonment. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Jackson, Councilman Kerrigan. Immediately following the vote Councilman Adkins was able to reconnect the meeting by audio only and took up the Council Vacancy.

5. Resolution: Updating 2020-10 Families First Coronavirus Response Act

Ms. Noe stated at the December meeting the Council voted to extend this for sixty (60) days and it has not been extended by the federal government did not extend this act. Further, this will automatically terminate in March and she just wanted to let everyone know this information.

6. Ordinance: Fiscal Year 2020-2021 Budget Amendment #3

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 20/21 FISCAL YEAR. Mayor stated this is for second and final reading. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the Ordinance to accept a Budget Amendment. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

NEW BUSINESS

7. Carnival contract for Summerfest 2021

Mr. Scott Sampson stated this is the contract to the contract for Amusement Attractions and there were a few changes recommended by Ms. Noe. Ms. Noe stated the information that was deleted really doesn't pertain to us. She further reviewed the changes she recommends. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Amusement Attractions Carnival Contract with the recommended changes. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

8. Kimley-Horn Bicentennial Trail Extension Agreement

Ms. Noe stated this was previously approved but the contract was not presented at that time. Further, this is more of a formality to approve the contract as we have already appointed Kimley Horn. She further discussed the change she made to the agreement. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Kimley-Horn Bicentennial Trail Extension Agreement with the changes. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

9. Contract for Farmer's Market Manager

Mr. Sampson stated this is the contract for a market manager to run the Farmer's Market this Summer. Ms. Noe stated the agreement is fine. Councilman Adkins questioned if we are required to advertise. Ms. Reed responded we will advertise the position. Vice Mayor

Anderson clarified this is to approve the cost and the contract. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the contract for the Farmer's Market Manager position. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

10. Resolution: Community Development Block Grant

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. Ms. Reed stated this is the grant we are applying for to replace half of the sewer lift stations. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Resolution for the Community Development Block Grant Program. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

11. 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 Adkins, to approve the Rezoning Ordinance. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan. Voting Nay: Councilman Jackson.

12. Ordinance: Rezone Request C-2 to R-3: 119 Vine 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. Ms. Reed stated she amended the heading of the resolution to reflect the address change to the property. Councilman Jackson questioned what the difference is in what is currently and what it is going to. Ms. Reed stated that is currently a C-2 zoning and she discussed the permitted uses. She further stated the City Planner recommended this change to make things clear down the road for financing purposes and such. Vice Mayor Anderson stated the other side of the property is zoned residential. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the Rezoning Ordinance. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

13. Benefit Inc: ACA Reporting Agreement

Ms. Noe stated she added some verbiage to the contract. Ms. Reed stated this is for the 1095 healthcare tax reporting. She stated the broker will handle this reporting once the agreement is approved. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the ACA Reporting Agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

OTHER

Mayor stated it has been a busy week since last week. Mayor stated the city offices have been closed to the public. Further, we contacted a company to do an air quality study to determine what the issue is. Ms. Bowman stated the calls are being answered and payments can be made to the drop box. Business has continued and the goal is to start greeting the public at the Public Works Building on Thursday.

Vice Mayor Anderson questioned the incidents that occurred at Midnight Lounge and further stated it would be something he would like to discuss at the next work session to see what we can do in regard to codes and such.

Mayor discussed the development of the park property and said he is looking into what it will cost to move forward with the development.

Mayor stated he knows there are probably some complaints about the new traffic lights as well, but he asked everyone to bear with it.

ADJOURNMENT

A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:28 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC

Caldwell Park Information

Information taken from Cheatham County GIS website on
January 19, 2021.

Calc. Acre	93.42
Updated	11/09/2020.
Appraisal	\$345,800.00

ORDINANCE NO.

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.

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 properties; 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 property included on Tax Map 49N, Group B, Parcel 001.00, located on Washington Street rezoned from C-2 (Professional Office- Planned Unit Development) district to the R-3PUD (Medium Density Residential), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of March 2021.

This area to be zoned PO-PUD is marked with a black “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.

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:

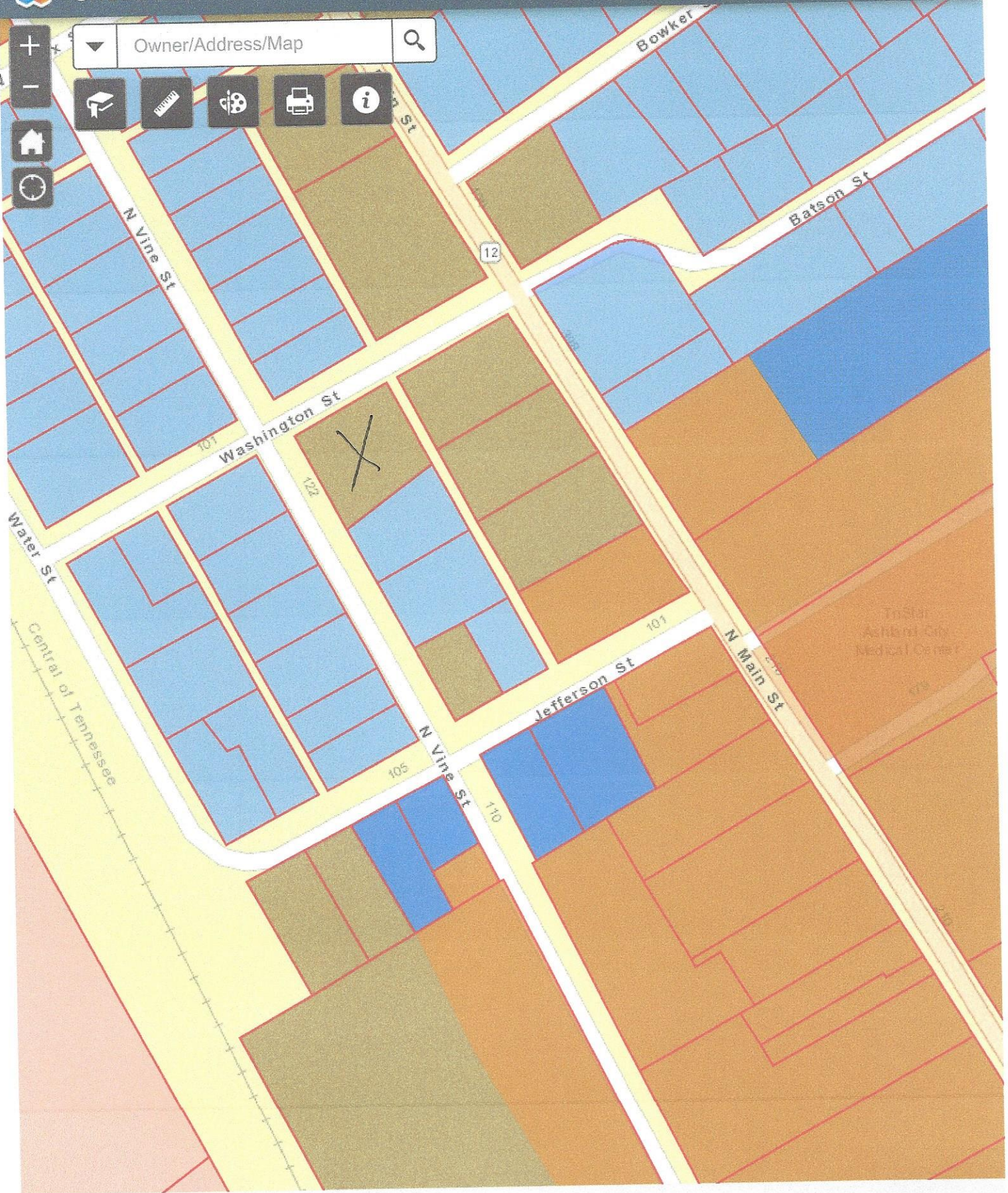
Mayor Steve Allen

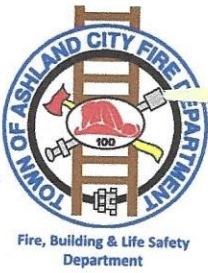
City Recorder Kellie Reed CMFO, CMC





Owner/Address/Map





Ashland City Fire, Building & Life Safety Department

101 Court Street
Ashland City TN 37015
Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a C-2 district.

DESCRIPTION OF PROPERTY (Attach Map): Map 049N B Parcel 00100 000

REASON FOR RECLASSIFICATION REQUEST OWNER WISHES TO BUILDS A TRIPLEX
PROPERTY CURRENTLY HAS A COMMERCIAL C2 DESIGNATION ALTHOUGH R-3 ZONING IS PRESENT ON 3 SIDES

Address: 119 VINE ST

NOTE:

1. All applications for rezoning must be turned into City Hall no later than thirty (30) days prior to the upcoming planning commission meeting, if they are to be entertained at said meeting.
2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the City Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.

James Knight
Applicant Signature

11/5/2020
Date

ORDINANCE NO.

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

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 in an effort 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 properties; 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 property included on Tax Map 64, Parcel 011.01, located on Highway 12 South and Caldwell Road rezoned from PO-PUD (Professional Office- Planned Unit Development) district to the R-4PUD (High Density Residential- Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of May 2020.

This area to be zoned PO-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.

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

First Reading

Second Reading

Public Hearing

Public Hearing Advertisement

ATTEST:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC





Ashland City Fire, Building & Life Safety Department

101 Court Street
Ashland City TN 37015
Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a PO Professional Office _____ district.

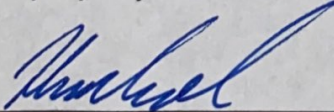
DESCRIPTION OF PROPERTY (Attach Map): Map 064 Parcel 11.01
Hwy12(600 feet road frontage) and Caldwell(400 feet road frontage) 2.47 Acre Parcel

REASON FOR RECLASSIFICATION REQUEST Property was originally R-1
rezoned to PO professional office past summer, Latest request rezone to R-4 Multi family (Townhouses)

Address: 0 Hwy 12 & 0 Caldwell

NOTE:

1. All applications for rezoning must be turned into City Hall no later than thirty (30) days prior to the upcoming planning commission meeting, if they are to be entertained at said meeting.
2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the City Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.



Applicant Signature

11/16/2020

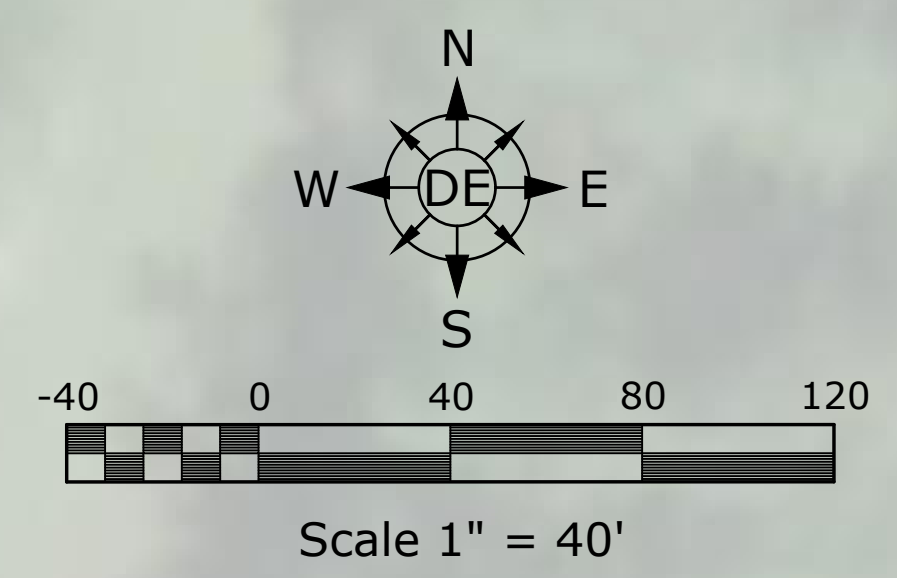
Date

Highway 12 & Caldwell Road

Tax Map 11.01, Parcels 64
Ashland City, Cheatham County, Tennessee

Conceptual
Layout
(Residential)

1
1 Of 1



BADGEPASS, INC.

280 Trace Colony Park Dr. Ridgeland, MS 39157
P: 601-499-2131 F: 601-856-2823

HARDWARE SERVICE AGREEMENT

Invoice No: INV63056
Date: 1/4/2021

Bill To: Ashland City Police Department
233 Tennessee Waltz Park
Ashland City, TN 37015

Customer: Ashland City Police Department
233 Tennessee Waltz Park
Ashland City, TN 37015

Account No	Payment Terms	Due Date	P.O. Number	Status		
DEQ035	Net 15 days	1/19/2021	renewal	pending payment		
Contract Number	Contact	E-Mail	Start Date	Exp. Date	Total	
C14674-11	Denise Biggs	dbiggs@ashlandcitytn.gov	2/15/2021	2/14/2022	\$755.00	
Remarks						
<i>Onsite service and support for hardware devices listed in this agreement. Includes coverage for parts, labor and travel associated with the hardware listed on this agreement.</i>						

Detail:

Hardware Service Agreement

CP60 s/n Q96677

\$755.00

Location

Ashland City Police Department
233 Tennessee Waltz Park
Ashland City, TN 37015

- *** Exclusions:** 1) Printheads and consumables such as cleaning roller, ribbons and cards are not covered under this agreement.
2) Support and Services for ID Software is not included on this agreement, and requires a separate software contract.

INCLUDED SERVICES:

This agreement provides one year onsite service for all Hardware components listed. This agreement will include all additional service calls, labor and travel, limited to normal business hours (Monday - Friday, 8a.m. - 5 p.m.), at no additional charge. (Limited to terms and conditions) BadgePass, Inc. agrees to render one onsite inspection of all hardware and equipment listed. The inspection will consist of checking Hardware listed in this agreement for proper operation and repairing or replacing parts covered in this agreement if needed. BadgePass, Inc. will repair or replace any component which fails within the covered system. This agreement includes telephone and remote access support.

AUTHORIZED SIGNATURE: _____

NAME: (PRINTED) _____

PO NUMBER (IF APPLICABLE): _____

DATE: _____

Subtotal	\$755.00
Tax	\$0.00
Total	\$755.00

Steve Stidham

Date: 1/6/2021

CUSTOMER AND BADGEPASS, INC. UNDERSTAND AND AGREE THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT.

BOTH PARTIES UNDERSTAND THIS CONTRACT IS NOT VALID UNTIL PAYMENT IS

RECEIVED

HSA Terms and Conditions:

The equipment to be covered is subject to inspection by qualified BadgePass, Inc. Service Personnel prior to acceptance of this agreement.

BadgePass, Inc. agrees to render additional operator training and instruction. However, training and instruction shall be performed during scheduled service inspection calls or during special calls specifically placed for mechanical repairs or adjustments.

BadgePass, Inc.'s obligation hereunder (herein called "Service") shall be limited to providing (1) a periodic inspection and diagnostic check of the machine and (2) repair or replacement of defective or worn out parts of the machine, but not including reconditioning or replacement of complete assemblies resulting from the wearing out of numerous parts. All such services must be performed at the address listed on the Service Agreement. In the event the equipment is moved to a location other than what is listed, the customer must contact BadgePass, Inc. immediately. Future calls for service may result in an additional fee, not covered by the Service Agreement.

This agreement does not cover service and parts required as a result of fire, water, storm, negligence, misuse, power failures, vandalism, miscellaneous mischief, current fluctuations, lightning surges, changes made in system configurations, use of **unapproved supplies or supplies from other sources without official notification to BadgePass, Inc.**, computer viruses, date/time issues, or for any cause external to the equipment. Specification changes, alterations or addition of attachments may require a change in maintenance charges. External devices not provided by BadgePass, Inc. are not covered under this agreement.

Service authorized and rendered on additional equipment not covered by this agreement will be charged for at the then current rates.

Service covered by this agreement will be rendered during BadgePass, Inc.'s regular business hours. (Monday-Friday, 8 a.m. - 5 p.m.) Service, when and if available after BadgePass, Inc.'s regular business hours (Saturdays, Sundays and holidays) shall be charged at one and one-half times the then current hourly rates for labor and travel time, plus expenses, and in addition to any charges paid by Customer hereunder.

This agreement will not automatically renew but for convenience an invoice for renewal will be automatically generated each year. The rates shall be adjusted for any renewal term to BadgePass, Inc.'s then current rates. Each party shall have the right to terminate the contract at any time upon 30-days written notice to the other party.

Customer assumes all responsibility for maintaining a backup of data on computer-based systems. In no event will BadgePass, Inc. be responsible for lost data or expenses incurred for lost data. Any time spent helping customer restore data will be charged at our normal hourly rates for labor and travel.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

BADGEPASS, INC. SHALL NOT BE LIABLE IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING, AND WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSES LOSS OF INCOME WHILE MACHINES ARE OUT OF ORDER.

IN CASE OF ANY BREACH OF THIS WARRANTY, BADGEPASS, INC'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART WITHOUT CHARGE.

Agreement is not valid until paid in full.

rev 7-09-07



Contract Agreement

This Agreement made this 15th day of January, 2021, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as “**PYRO SHOWS**” and **ASHLAND PARKS AND RECREATION/TOWN OF ASHLAND CITY** with its principle place of business located at 233 Tennessee Waltz Parkway, Suite 103, Ashland City, in the State of Tennessee, hereinafter referred to as “Customer”.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as “Show”, pursuant to the project/sales order #21-TN-06-12-C-16000-000104 dated this 15th day of January, 2021. The Show will be given on the 12th day of June, 2021. Rain date/postponement date: 13th day of June, 2021.
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- ~~VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.~~
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, ~~and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee,~~ and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
 - X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
 - XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
 - XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
 - XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
 - XIV. **PAYMENT TERMS:** ASHLAND PARKS AND RECREATION/TOWN OF ASHLAND CITY shall pay PYRO SHOWS \$16,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$16,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$8,000.00) upon return of signed contract by February 24, 2020. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
 - XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
- IMPORTANT:** Checks must be made payable to PYRO SHOWS, INC.
 All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ DATE: _____
 Choose name.

CUSTOMER

BY: _____ DATE: _____
 Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Everest Indemnity Insurance Co.			10851
INSURER B : Everest Denali Insurance Company			
INSURER C : Arch Speciality Ins Co			21199
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1304799399

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML01929-201	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00004-201	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			UXP1034375-01	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 Fireworks Display: June 12, 2021 (Ashland City Summerfest)
 Additional insured: Town of Ashland City; Ashland City Parks & Recreation; State of TN

CERTIFICATE HOLDER**CANCELLATION**

Town of Ashland City Ashland City Parks & Recreation Dept. 233 Tennessee Waltz Parkway Ashland City TN 37015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

Resolution Number 2021-

**A RESOLUTION TO AUTHORIZE COOPERATIVE PURCHASING AGREEMENTS
FOR THE USE AND BENEFIT OF ALL TOWN DEPARTMENTS**

- WHEREAS,** T.C.A. §12-3-1205 allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and
- WHEREAS,** cooperative purchasing agreements allow local government to purchase goods and services from other local, state, and national cooperative purchasing alliances that were competitively bid under the same circumstances required by law by the purchasing entity; and
- WHEREAS,** these master cooperative agreements reduce time and personnel resources needed to competitively bid goods and services at the local level, but still allow local governments to take advantage of the lowest and best pricing available for the needed goods and services; and
- WHEREAS,** Tennessee state law was recently amended at the request of the Tennessee Association of Public Purchasing for all Tennessee counties to take advantage of cooperative purchasing agreements in effect throughout our state and nation; and
- WHEREAS,** T.C.A. §12-3-1205(b), states as follows:
- (1) Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, or with an agency of the United States, to the extent federal law permits the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.
 - (2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.
- WHEREAS,** the Town of Ashland City desires to take advantage of the newly created law and reduce the taxpayer burden for duplication of services while still taking advantage of the lowest and best pricing under the master cooperative agreements that have been competitively bid under the same circumstances required by law by the purchasing entity.

NOW THEREFORE BE IT RESOLVED by the Council of the Town of Ashland City that the Town agrees to the terms of the newly created law and authorizes use of the following master cooperative purchasing agreement:

(1) NJPA Sourcewell

BE IT FURTHER RESOLVED that the established list of authorized cooperative purchasing agreements may be amended at any time by the Town of Ashland City Council.

ADOPTED by the Board of Mayor and Aldermen this the 9th day of February, 2021.

Approved:

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

Resolution 2020-12

**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF
ASHLAND CITY, TENNESSEE TO TEMPORARILY ALLOW
VARIANCES UNDER THE CURRENT SIGN ORDINANCE**

WHEREAS, on January 16, 2020, the Tennessee Department of Health activated the State Health Operations Center and on January 21, 2020, following CDC guidance, the Department designated COVID-19 as a reportable disease in Tennessee; and

WHEREAS, on March 11, 2020 the World Health Organization declared the novel coronavirus (COVID-19) outbreak was pandemic; on March 12, 2020, Tennessee Governor Bill Lee declared a State of Emergency through Executive Order to deploy additional resources to combat the spread of the virus; and on March 13, 2020, President Donald Trump declared a National Emergency over the coronavirus pandemic; and,

WHEREAS, the Governor for the State of Tennessee issued Executive Order's that prevented the operation of certain business unless they were considered essential business.

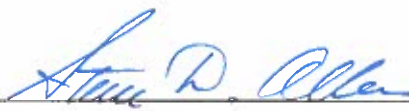
WHEREAS, the Town of Ashland City desires to promote our local businesses in lieu of the pandemic and to help boost said business after the mandatory closings under Governor Lee's Executive Orders and finds that it is in the public's best interest to allow a variance to our current Sign Ordinance to allow business to use signs to assist in advertising to help promote their businesses.

THEREFORE, BE IT RESOLVED, the Ashland City Council shall allow for a temporary variance in the sign ordinance to waive the fee for permits for temporary signs as set out under Title 20 Section 106 of Sign Ordinance #501.

BE IT FURTHER RESOLVED, there shall be a variance for temporary signs to be in place at a business for a period up to one hundred and twenty (120) days versus the thirty (30) days as set out currently in the sign ordinance. Temporary signs shall include all signs as currently allowed under the sign ordinance as well as A-frame portable signs that shall be taken in every day at the close of business. Said temporary signs shall still be in compliance with all other guidelines as set out in the Sign Ordinance and shall not create a safety hazard to the public. This resolution shall expire on January 1, 2021.

Approved by vote of the Town of Ashland City, City Council on this the 9th day of June, 2020.

ATTEST:



Mayor Steve Allen



City Recorder Kellie Reed CMFO, CMC

RESOLUTION 2021-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE FEMA FIREFIGHTER EQUIPMENT GRANT

WHEREAS, Federal Emergency Management Agency will fund firefighter assistance grants (AFG); and

WHEREAS, this grant will be used to purchase equipment: supplied air respirators (SCBA), bottles and face masks; and

WHEREAS, the grant application in the amount of \$203,606 will require a 5% match in the amount of \$9,695.52 from the applicant; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE the following:

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for “*Firefighter Assistance Grant*” reimbursement grant through FEMA.

SECTION 2: That the Town of Ashland City further authorizes the Fire Department to apply for and manage this grant.

We, the undersigned City Council members, meeting in Regular Session on this 9th day of February, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

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

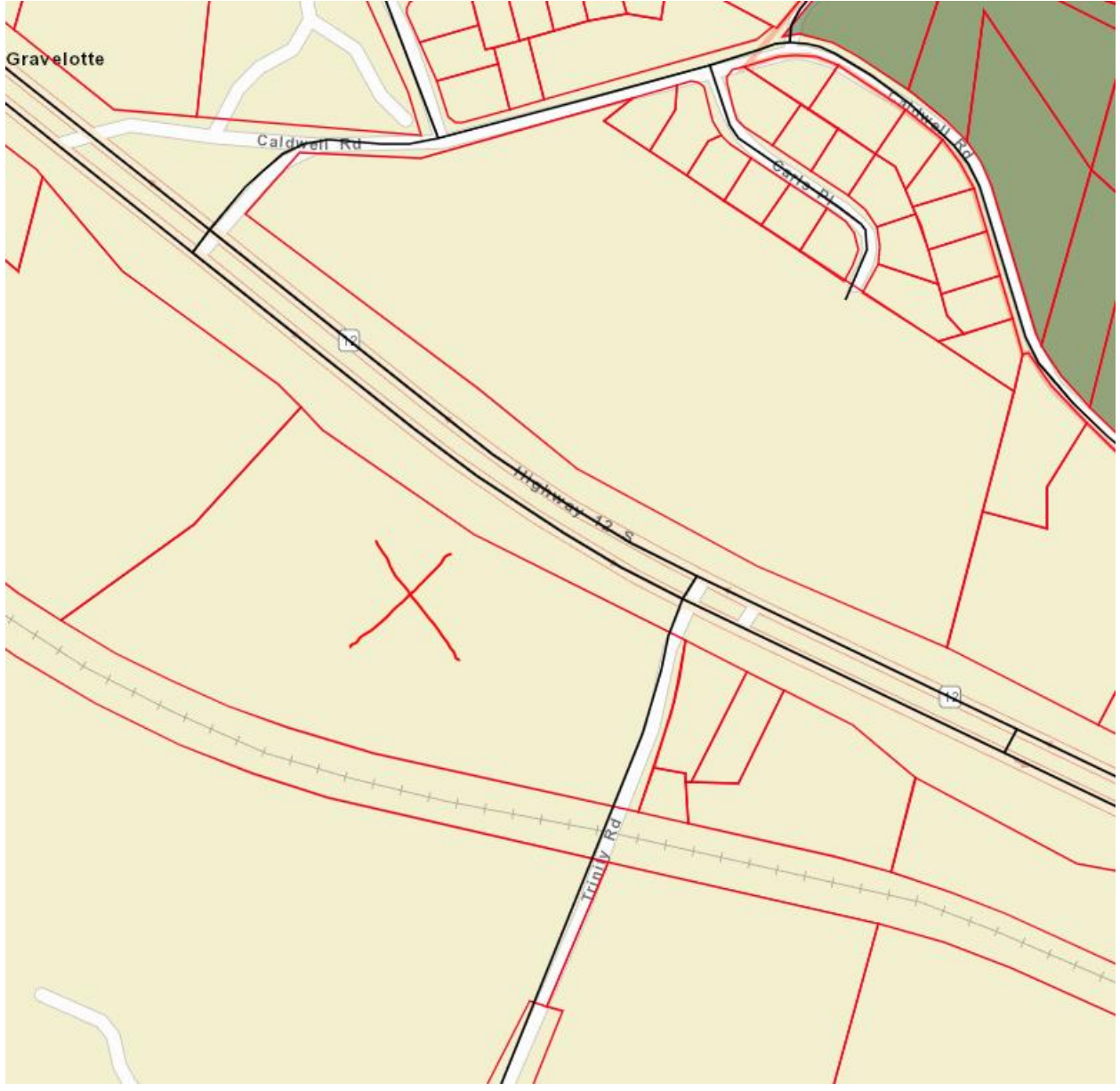
Public Hearing

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

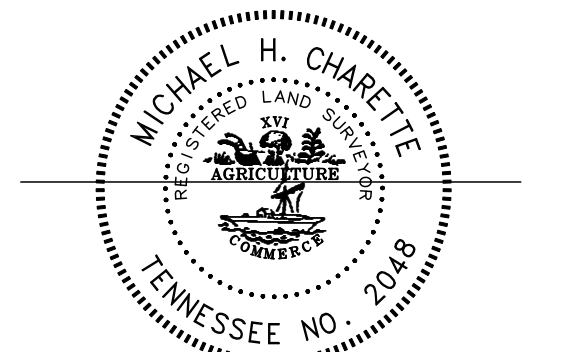
I hereby certify: (1) that all designated public ways on this final subdivision plat have been installed in acceptable manner and according to the specifications of the Ashland City, Tennessee Subdivision Regulations, or (2) that a performance bond or other surety has been posted with the planning commission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

Date _____ Appropriate Governmental Representative

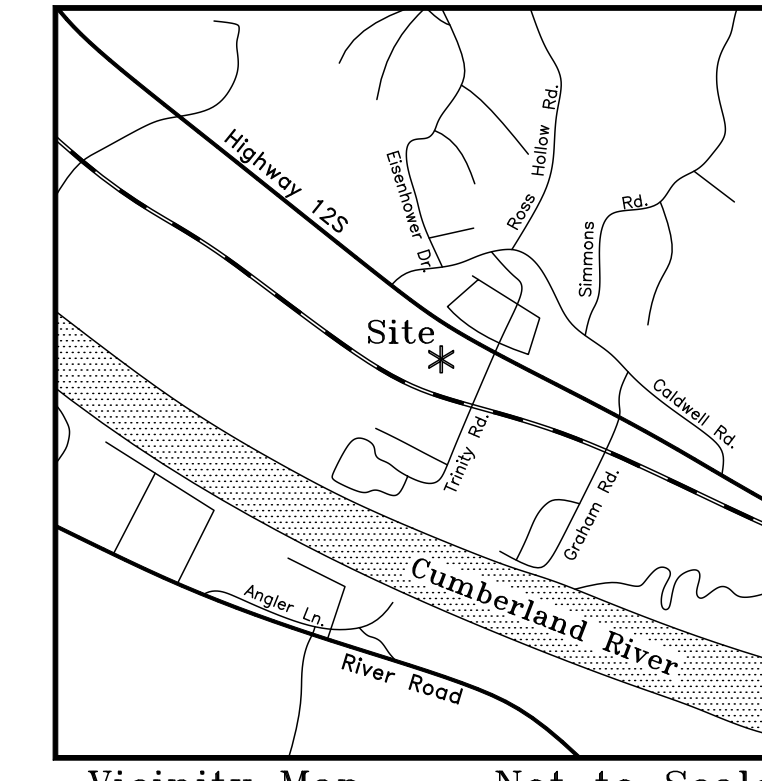
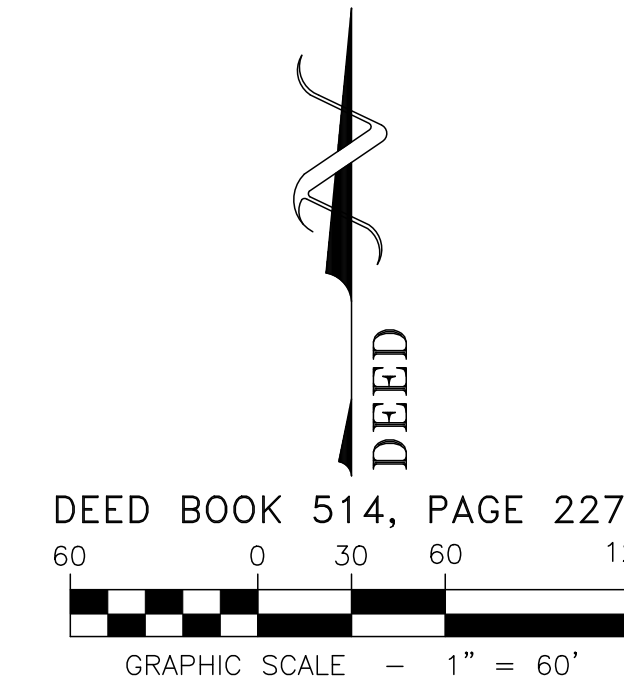
CERTIFICATION OF APPROVAL FOR RECORDING

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

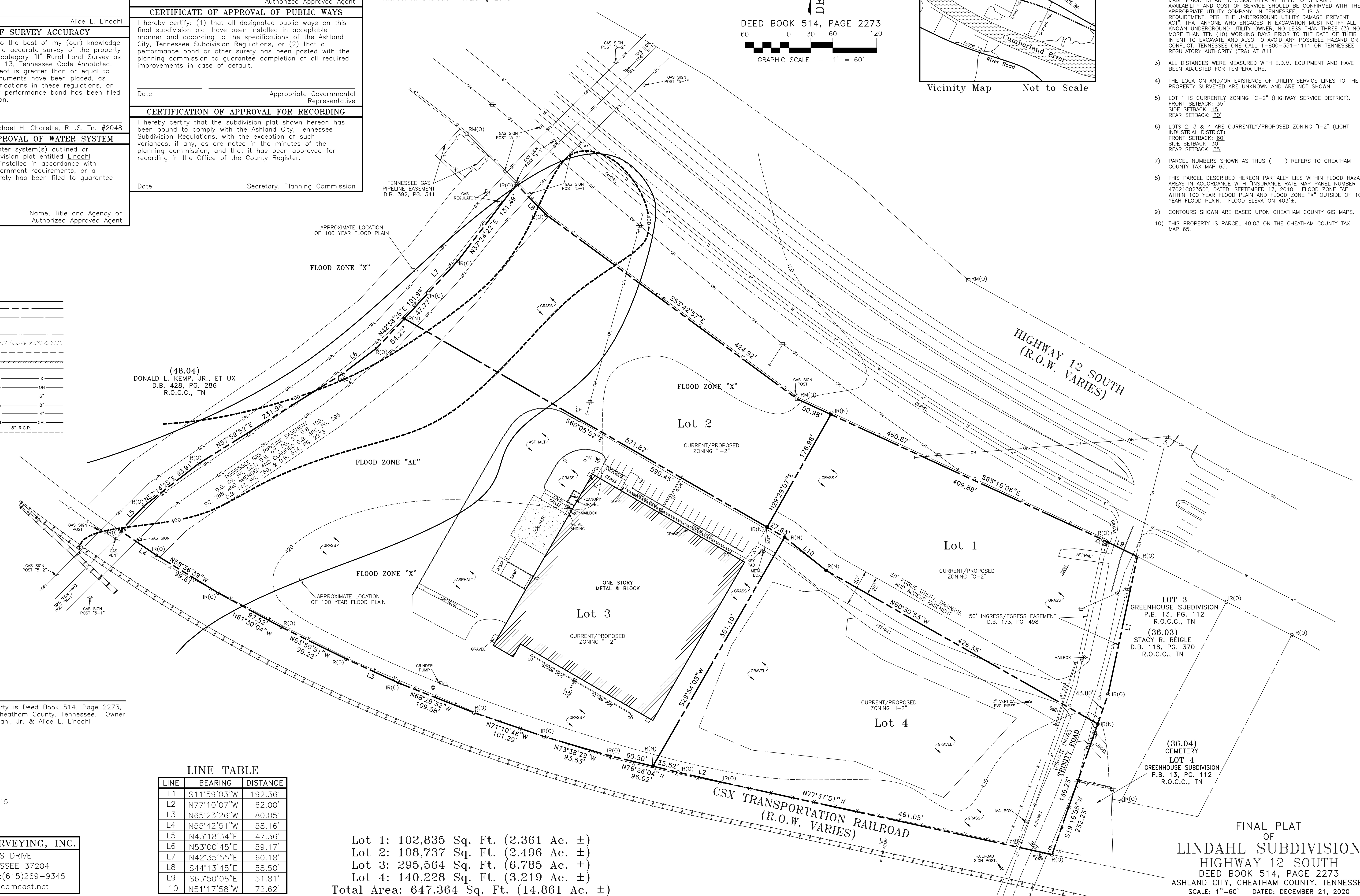


Notes

- 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 "X" APPROXIMATE LOCATION OF 100 YEAR FLOOD PLAIN
- 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 →
- OVERHEAD →
- WATER LINE →
- SEWER LINE →
- GAS LINE →
- GAS PIPELINE →
- CULVERT →
- WATER VALVE →
- WATER METER →
- FIRE HYDRANT →
- GAS METER →
- GAS VALVE →
- R.O.W. MONUMENT OLD →
- IRON ROD NEW →
- IRON ROD OLD →
- CLEAN-OUT →
- AUTO SPRINKLER →
- POST INDICATOR VALVE →
- ELECTRIC BOX →
- 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 ((?period of time- 24 hours, 1 week, 1 month?) allowance)	\$0 connection 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

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Parks & Recreation

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

Item: Plastic Molded Christmas Decorations w/ lights

Description: See attached list.

Serial Number: None

Age: Unknown Asset Number: None

Estimated Remaining Useful Life (Years): 5 years

Purchase Price: Unknown Current Estimated Value: ?

Reason for making the nomination: These decorations have been replaced with new lights and are not being used any more

Signature: Scott G. Sampson

Date: Jan 13, 2021

Christmas Surplus Items

2 Drummer boys Red coats with black hats

2 Churches

1 Clock Tower 3 feet tall

1 Mickey Mouse

1 Minnie Mouse

2 Christmas bears holding presents.

1 Frosty the snowman holding a broom.

1 Lamb

1 Camel

1 Baby in a manger

1 Mary

1 Joseph

1 Camel

2 Carolers

1 Angel

2 Gingerbread figures

3 Wiseman

1 Shepherd

5 Red and White candy canes 4 feet tall

Surplus Equipment

<u>ITEM</u>	<u>ASSET #</u>	<u>SERIAL #</u>
TITAN industrial 8500 generator (GAS)	none	92232
Titan power 5500 generator (diesel)		3500013
Mako Compressor	3004	
Super Vac PPV Fan (720G4H)	3035	unreadable
Super Vac PPV Fan (720G4H)	3036	unreadable
6 foot diamond plate saddle tool boxes (x2)	none	none
Wilburt Night Scan (Halogen Tower Scene Light) (model number 5-15-158/168)		32512
Stryker Stair Chair (model 6252 stair pro)		40339050
Titan Pressure Washer		9441
Holmotro Spreader and Ram		200700415
Stokes Baskets (x2)	none	none
Siamese Adapter	3263	23306
2 1/2 Fog Nozzle	3275	unreadable
Foam Eductor	328?	unreadable
Intake Valve	3313	
Streamlight hand lights (x4)		
Polaris Ranger tires Size 28 X9-14 Highlifter Outlaw 2		
Troy Consoles for Chevy Tahoe (x2)		



EXPENDITURE REQUEST

Date of Request: 1-22-21
 Department: Police
 Requested By: Kenny Ray
 Vendor: Polaris
 Address: _____
 City/State/Zip Code: Minn.
 Account: _____

Quantity	Description	Price	Total
1	Polaris Ranger XP 1000 w/ equipment		29,000 ⁰⁰

Department Head Approval: Kenny Ray

City Recorder

Budgeted	Activity	Balance

City Council Approval: _____



POLARIS[®]

SALES INC.

Polaris Sales Inc
 2100 Hwy 55, Medina (Hamel), MN 55340
 Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

gov.info@polaris.com
 www.polaris.com

Contact Information:

Name: Jason Matlock
 Email: jason.matlock@ashlandcitytn.gov
 Phone: 615-792-5618
 Fax:

Quote Number: QUO-23073-R1Q6S6
 Revision #: 1
 Date: 1/21/2021 4:29 PM
 Quote Expires: 2/20/2021

Bill To: Ashland City Police Department

Ship To:

Contract Name: Polaris Direct
 Contract #:
 Expiration Date:

Cage: 3FP69
 Duns#: 123399383
 Tax ID#: 41-1921490
 Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	90 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R21RSE99AP	1	RANGER Crew XP 1000 EPS Premium - Matte Navy Blue- 49 State	\$18,299.00	\$16,998.26	\$16,998.26
2889031	1	1000 / XP 1000 / Crew 1000 / Crew XP 1000 Tip-Out Glass Windshield	\$1,239.99	\$1,036.97	\$1,036.97
2880334	1	Crew 1000 / Crew XP 1000 HD Steel Roof	\$929.99	\$777.72	\$777.72
2879013	1	1000 / XP 1000 / Crew 1000 / Crew XP 1000 Glass Rear Panel	\$389.99	\$326.14	\$326.14
2882559	1	1000 / XP 1000 / Crew 1000 / Crew XP 1000 Poly Front Half Doors	\$1,579.99	\$1,321.30	\$1,321.30
2883438	1	Crew 1000 / Crew XP 1000 Poly Rear Half Doors	\$1,579.99	\$1,321.30	\$1,321.30
2879969	1	RANGER Rearview Mirror	\$64.99	\$54.35	\$54.35
98315	1	RANGER Side Mirrors	\$49.99	\$41.81	\$41.81
9900005	1	Upgrade to all white body panels		\$549.95	\$549.95
2882711	1	1000's Polaris Dual Speed Pro HD 4500 LB Winch (synthetic rope)	\$849.99	\$710.82	\$710.82
2884217	1	1000 / XP 1000 / Crew 1000 / Crew XP 1000 HD Rear Brushguard	\$419.99	\$351.23	\$351.23

Quote: Page 1 of 3



POLARIS[®]

Polaris Sales Inc **SALES INC.**
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

gov.info@polaris.com
www.polaris.com

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	90 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
2883870	1	Turn Signal System with Horn	\$599.99	\$501.75	\$501.75
5416347	4	Pro Armor HarvesterTire (28x10-14) - each	\$209.99	\$175.61	\$702.44

Comments:

SUBTOTAL	\$24,694.04
INSTALL*	\$805.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$25,499.04

*Installation Pricing is Open Market

Acceptance and Payment Information

Wire Payment:
US Bank
602 2nd Ave South
Minneapolis, MN 55402

Phone: 1-888-799-4737
ABA#: 091 000 022
Acct#: 1 702 2513 9170
Ref: Polaris Direct Ashland City PD RANGER
PO#:

Ship To Address:

Billing Address:

Name:
Address:
Address:
Address:
City, State & ZIP:
Contact Name:
Phone:
Alternate Contact Name:
Alternate Phone:
Email:

Name:
Address:
Address:
Address:
City, State & ZIP:
Contact Name:
Phone:
Alternate Contact Name:
Alternate Phone:
Email:

Credit Card Holder:

Credit Card Type: VISA / Mastercard

Quote: Page 2 of 3



POLARIS[®]
SALES INC.

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

gov.info@polaris.com
www.polaris.com

Card Number:

Expiration Date:

To accept this quotation, sign here and return: _____

Printed name: _____

Quotation

Date: 1/22/2021

Quoted By: Dan_Poteete
 Phone: (615) 255-7191
 DJPoteete@onduty.com

5201 Hickory Hollow Pky
 Antioch, TN 37013-3003



5201 Hickory Hollow Parkway
 Antioch TN, 37013

To: Ashland City Police Department
 Ashland City Police Department
 Attn: Accts Payable
 Ashland City, TN 37015
 615-792-5618
 jwinslett@ashlandcitytn.gov

We are pleased to quote on your inquiry as follows:

Item #	Qty	Description	Size	Attribute	Price	Extended Price	Lookup
6030	20	MicroPulse 6 Ultra Dual Color	Steady Burn	B/W 12 LED	\$80.00	\$1,600.00	MPS620UX-
4510	1	PathFinder Siren	100\200 Watt	Handheld	\$675.00	\$675.00	PF200H
40035	1	Speaker Bracket, ES100	Universal	TNSP	\$25.00	\$25.00	ESB-U TNSP
40005	1	Speaker, ES100 Dynamax	TN	100 Watt	\$140.00	\$140.00	ES100-TNSP
5013	1	Waterproof box for siren			\$100.00	\$100.00	
4856	1	Installation TN	Premium		\$800.00	\$800.00	
5013	1	Misc Installation Supplies			\$75.00	\$75.00	

Total Qty Ordered: 26

****Quote valid for 30 days from above date.**
**** Shipping Charges Excluded.**
**** Tax not included if applicable.**

Subtotal: \$3,415.00
TOTAL: \$3,415.00
 Exempt 0 % Tax: + \$0.00

Polaris Ranger

**** Effective January 1, 2019 any and all incoming units will be on a scheduled first come first serve basis which may cause up to a 90 day turn around time. We apologize for any inconvenience. ****

This quotation is governed by On-Duty Depot Standard Conditions of Sale



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@ashlandcitytn.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)

Print or type
See Specific Instructions on page 2.

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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

- 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 DEPARTMENT OF REVENUE



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)