



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting-

December 03, 2024, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) November 12, 2024, Workshop Minutes

PUBLIC FORUM

REPORTS

2. Attorney - Jennifer Noe
3. Project Update from Josh Wright
4. City Recorder - Mary Molepske
5. Codes Department - Allen Nicholson
6. Courts Department - Cynthia Hollingsworth
7. Finance Department - Jamie Winslett
8. Fire Department - Chief Walker
9. Human Resources Department - Violet Black
10. Parks Department - Anthony Clark
11. Police Department - Chief Ray
12. Public Works Department - Clint Biggers
13. Technology Department - Justin Wheeler
14. Thrive 55+ Department - Tammany Carter

UNFINISHED BUSINESS

- [15.](#) ORDINANCE 631: Budget Amendment # 2 - Fire Fighters Back Pay - Fye 2024-2025
- [16.](#) ORDINANCE 632: Rezone Elizabeth St and Willow St - 2nd Reading
17. Police Shooting Range Discussion

NEW BUSINESS

18. Steven Mc Bride Water Leak Discussion
19. Senior Center Maintenance Days - Permission to Close 12-26-2024 through 12-30-2024
- [20.](#) R.J. Corman agreement
- [21.](#) RESOLUTION 2024-30 - Repeal old resolution # 94-04 - user fee for the Annex Building on Ruth Drive
- [22.](#) RESOLUTION 2024-31 - Tennessee Municipal Bond Fund 2024 Resolution Request
- [23.](#) RESOLUTION 2024-32 - Gabriel Smythia - Little Free Library at River Bluff Park

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

24. Tennessee State Fire Marshals Grant

ADJOURNMENT

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



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting-

November 12, 2024, 6:00 PM

Minutes

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. October 1, 2024, Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the October 1, 2024, minutes. All approved by voice vote.

PUBLIC FORUM

Steve McBride - Resident of Ashland City that had a water leak in our water system, and everybody should have received a piece of paper with details of communications with the city. He wants some help in getting reimbursed for water that poured out on his property and did not go into the sewer system. He stated that his youngest daughter got married August 28 and when they found the water leak, they had family coming in from throughout the country. In the middle of August in Ashland City there was a water leak in their pool area around the pump, I didn't really know where the leak was coming from at the time. Because the family was coming in, some of them were not used to the humidity so he decided to continue to run the water, and he paid the water bill. He stated the water did not actually go through the treatment plant and just poured out on his property. The amount of that bill was \$ 2,670.27. He was given an ordinance by the city and the bills are attached to the packet he handed the Council members. The ordinance gives adjustments on the last page. It is section 3 and sub section 2; it states that adjustments for sewer will be considered when a leak occurs on the water system, but the customer and the leak does not enter the sewer system. The sewer bill will be adjusted to an average annual bill. He spoke to Gayle Bowman at the city because she is the one that actually provided me this information. She said an example of this is a pipe leak in the ground on the customer's property. Water leaks that enter the sewer system such as a faucet leak will be adjusted on the same basis as a water leak, sewer adjustments are limited to 2 consecutive billing periods per leak. Then, it states that adjustments for swimming pools, it says the pool area. We were running the pump and there was water going out onto our pool deck. They are not sure where the leak was coming from but it says it will be for sewers only 1 per calendar year. It doesn't really give a consecutive billing period. It just states 1 per year and he is not sure what that means. The adjustment will be made on the capacity of water in gallons held by the pool. We have a 40,000-gallon pool. It is 20ft by 40ft. What he is hoping for is to get reimbursed for the water that did not go into the treatment plant. He broke it down, he averaged 5 months from February until June and the bills were \$ 59.41 per month. If it was 2 consecutive billing cycles, that would equal \$ 118.82. He is asking to be reimbursed for \$ 2, 551.45. He stated that he reached out to some people to try to fix it. There was nobody locally could do it and he called some in Nashville and did not have any people that could come out either. They were short on manpower and could not get anyone out until the end of August or beginning of September and that would not have done any good with the wedding being the 28th of August. He decided that he just had to run it and bite the bullet and paid the water bill. He stated that if you have ever had to pay for a wedding, it is expensive, and he felt like he had an added expense so he would like an adjustment and refund and hopes the Council will consider that.

REPORTS

3. Attorney - Jennifer Noe – stated that she has a couple of things to go over. There will be on next week's agenda a resolution to approve the Cooperative Agreement with Omnia Partners. This was set up with the prior administration, but we never got approval to use this cooperative agreement with this company. We have been in touch with MTAS because we did not bid out the furniture and so we will be using this coop. Again, it was set up and for whatever reason this resolution did not get passed. It will be ready for you next week.

Second, the supreme court of Tennessee came down and said that they would not re-hear Hidden Lakes and Hidden Lakes stands. In order for anyone to build there, Mr. Moore will have to post a bond for the roads and Mr. Moore has not been in contact with the city at all. She has had numerous calls, numerous drop-bys. NO Building permits until Mr. Moore posts a bond. Clint had previously worked on and gave him an amount. If we hear from him we will update that because that was done 2 years ago. It is a shame because Mr. Moore could have made money from this.

4. Project Update from Josh Wright – He gave a quick recap and stated that he spoke to the civil engineer today and he stated that he will be some with design drawings for the park in December. We have added a little bit more fill to the side over there, so he has gone back out and checked that. He just wanted to let the council know that is where we stood on the sports park and then at that point and time, AC and I have talked about applying for some grants and keeping the council updated on that. Do you have any questions on the sports park? He said no questions, so he is going to keep moving. He gave everyone handouts for the new city hall. He was on vacation last month and felt he needed to explain some things to the council on city hall. He asked to look at the first page. What he did was make them all a copy of his notes and if you wanted to see that and you had any questions or wanted to write anything down, He is giving a brief overview on the city hall project. Design timeline, we started the city hall project on March 19, 2019. If that gives you an idea of how long, we have been working on this project for 5 years. In those 5 years the world has changed tremendously. We will talk about access control and what that means in just a second. He stated that he gets a lot of questions about the sitework. The site was designed by the Civil Engineer firm in Pleasant View named CSR Engineering. They are contracted separately with the city. He stated that he has made every best effort to fill in the blanks if there were things that were not addressed on their drawings. He has tried to do so in the effort to keep the project moving forward. The second item on the list is the contingency. He stated we have a contingency in our USDA loan. It is required by USDA and he didn't know if the council was aware of the contingency or not so he wanted to make sure they were. After he listened to last month's meeting, he heard a lot of questions so he asked Mayor Greer if he could try to answer some of the questions he heard. The contingency was included in the bid for construction. It was a 3% contingency. The contingency started at \$ 177,550.00 and USDA required us to have that. He stated that he has a contingency built in on every commercial project he does. Every project there are always things that come up. There is a little bit of a buffer there that we can take care of those things. Currently, our contingency amount is at \$ 92,374.00. He stated he and Clinton Dodson and Cody Abney with Solomon Builders keep track of this and report this number at our owner architect contractor meetings every other week. He would like to address the CEMC charges next. He thinks Chief Walker would agree that our CEMC fees for the fire station were around \$ 7,000.00. His intent was to take the CEMC charges which he thought to be around \$7,000.00-\$10,000.00 and deduct it from the contingency budget. A change order would not have been needed for the CEMC fees. When he got the numbers back and it was \$ 39,000.00, he was shocked but thought he could still take it out of the contingency. Another use for the contingency was the fence. There is a fence on each side of the property that is between the new city hall and CEMC and the new city hall and the residential property. That fence is at \$ 40,000.00. He tried to eliminate some of the fence to save the city money as well as some of the retaining wall that was on each side. Our civil engineer showed the retaining wall. They not specify the type of retaining wall it would be. We did the same at the fire station and it was successful. What he wants the council to understand is that the civil engineer does not work under his direct supervision. He works as a team with the civil engineer and with the Town of Ashland City. He does not do this anymore this was all done in 2019. He had to learn the hard way that it is just better to have them work

with him. The fence at the retaining wall is \$40,000 dollars that will come out of contingency. There will be no change order for the fence. Chief Walker tried to answer but did not know what was left in the contingency. If we did not have money left, we would have had to come back and ask the council for more money for a change order. In speaking to Mayor Greer, they feel like they will not have any more change orders. We have added one exterior window and one interior window, this is the process we go through when we take 5 years to build a project. The city's needs have changed over the years, in 2019 we still had city court and do not have that any longer. We only have a traffic court. When we get to the end of the project and there is any contingency left, they have checked with George Davis with USDA and we can reimburse the city for the CEMC fees if it is unused. The next thing to address is the access control. In the packet he handed out there are 2 floor plans. He had them look at the floor plan with the highlights in a couple of places. This floor plan was approved by the State of Tennessee Fire Marshall's office. Where you see the highlights is where we showed the access controls. We had access control included in the initial budget. The allowance that was included with Solomon Builders contract for construction. The allowance was for \$ 78,000.00 and he came up with that number before we went out to bid. He called Andre McCoy who is the cities access control security guy. He looked at the drawings and stated the amount of \$78,000.00 for access control. When he met with staff as the bid was awarded and things have changed since 2019. We decided we needed more access control. We live in a different world now, so we added additional access control. He stated that he did know of the additional costs back in August but was trying to figure out a way to take that additional cost out of the contingency. He has been working with Cody Abney and Clinton Dodson of Solomon Builders and they were trying to absorb that extra access control into the contingency budget. The cost of the access control would have blown the contingency budget. Vice Mayor Kerrigan stated that we have the floor plan with all of the old access control but what about the new ones and Josh stated he would get that to him. Josh stated that he was not in that meeting, it was city staff and Andre McCoy and Solomon Builders. Every person that comes in and out of the building will be tracked with a time stamp. Moving on to the new sign. Josh has been working with Mayor Greer and Allen Nicholson and they wanted the sign to look more like the building. The last handout they got has a photo of a monument sign with a digital board inset into the sign. It is 4ft tall by 8 ft long. The council had approved installing a digital sign and what he is proposing is he has included in the construction bid, a monument sign that goes out in front of the flags. We will have the Tennessee Flag, American Flag and the City Flag. What he would like to propose to Council is that we delete the monument sign in the budget for building and take those funds and put it with the money that the council has aside for the digital sign and put it all towards the sign in the photo he shared which would be out front by the road instead of on the side where the flag are. It would be on Main St and sit back 12 to 15 feet so it will not impede people seeing the traffic flow. It would have many functions and could be changed easily if needed. He stated that his door is always open and if the council has anything they would like to know they can always call or email him for answers.

5. City Recorder - Mary Molepske – Sent in all ordinances to get the Charter updated: last update was 2016. Scanned in and uploaded ordinance 1-124 on the website and checked 125-629 to be sure the attachments were correct on all of them. Created a spread sheet on the share drive and attached each ordinance to the spread sheet so that anyone who has access can find them easier and faster and we have a digital copy of them. I have requested a copy of the ordinances that were missing and when I get them, I will add them to the website and the spreadsheet. Working with Civic plus to get the ordinances back in numerical order. Started cleaning up the Resolutions on the web site and created a spread sheet for them as well. I will be getting all of the city vehicle titles and registrations digital and all of the city easements digital. Had a few public records requests and attended the public records training in Nashville on 10-23-2024. Sent a follow up letter to R&R Market for the beer violation. Bid opening for the sewer lifts. I Enjoyed touring the new city hall building.
6. Codes Department - Allen Nicholson stated that he handed out his report to the council members to follow. 4 permits, 18 inspections, 64 property maintenance opening and pending

cases. Year to date: We have brought in \$ 81,189.68. Meeting of a home that has needed to be demoed at 119B and it is going to be demoed. Gary attended an free online building and codes training and Alicia attended a conference with the finance team. Meeting with the Mayor and Fire Chiefs and HR to get three new tires for the Fire Department. Meeting with the I.T department and consult Joe and the Homeland Security representative concerning our security system. Representative stated we are way ahead in cybersecurity compared to many other Towns and Cities in the State of Tennessee. Meeting with TDOT and Kimberly Horn concerning the Trail grant. Planning Commission meeting and a request to rezone 2055 that was denied the other rezone we will discuss in the workshop later. Working with Walmart on the upcoming remodel. Attended the Economic Development luncheon. Working on property maintenance cases located on Ashland Drive. Set up a meeting with A.O. Smith staff to finalize the 3 remaining items related to the berm, hoping to close that out later this month. Attended the Employee luncheon. Attended the Chamber of Commerce Roundtable Discussion. Meet and greet with the Mayor and the Court Department. Coordinated a meeting with Justin, Joe and Josh concerning our I.T low voltage needed items and sound system for the new city hall. Working on the property at 218 where we issued a stop work order on it. Met with Public Works on some sewer issues at the sleep in. Worked with Violet on the PEP Audit. Alicia and Allen attended the Public Works bid opening for the CDBG grant for the water pump stations. Meet and greet with the Mayor and the parks department. Finance Director job description reviewed by MTAS and it was posted on 11-4-2024. Meeting with Amanda Bell for the Beautification of Downtown and we should be receiving plans very soon.

7. Court Department - Cynthia Hollingsworth – NOT HERE
8. Finance Department - Jamie Winslett – NOT HERE
9. Fire Department - Chief Walker – stated that for the month of October they answered 87 (911 calls) to the public. They had a very good all day school bus extrication class at the training grounds last week and they cut up 2 school buses that the county gave them to practice on. They are fully staffed now and thanked the council for the 3 additional firefighters that were approved in the budget. They staffed station 2 when the codes department was off for a holiday, and they answered a fire out of that station at sidelines for a dumpster fire. They had all ladder trucks and Ground ladders tested. Getting prices on repainting station 2. Ms. Tracy installed 10 car seats last month and we gave away half of those. We will address the grant for \$ 16,000.00 to obtain more seats and more training. She is an area wide coordinator now.
10. Human Resources Department - Violet Black – stated that we had our employee cookout. She has been on the calls for the CDBG grant and the Trail grant. Attended the new city hall meetings and the wastewater treatment plant meetings. We have had 2 employee vehicle accidents. We had a claim on apartments at Vantage Point that during an inspection a sprinkler broke and flooded 3 apartments, and I am working with PEP. I have posted positions with the parks department and Thrive 55+, and the water department. We had an employee flu shot clinic and she is not sure we are going to continue because we only had 5 employees go this year and 10 last year. Attended the Trunk or Treat and Movie in the park. Thanked Councilman Thompson for the donation of Baby Pumpkins. The kids were crazy about the pumpkins and forgot about the candy. PEP comes in every 4 years to put hands on and inspect everything on our insurance. She has signed up for private sector HR classes. She is working on Holiday events coming. Our lunch is 11-19-2024 and our Dinner is December 16, 2024, both will be at the fire hall.
11. Parks Department - Anthony Clark – Busy October, Music on Main. Riverbluff park hosted the Cheatham County High School bonfire. Trunk or Treat and movie in the park. Attended the parks board meeting and had several meetings with TDOT and Kimberly Horn about the trail extension grant. Waiting on some things from the railroad and as soon as it is approved through TDOT we will be ready to go to bid for the construction. Fall soccer and baseball finished their season. Replaced the bad fencing at the dog park is replaced.
12. Police Department - Chief Matlock – stated a report was emailed to them for the month of October and they have been staying busy. They have been updated that the 2 remaining recruits out of 4 have been accepted for the police academy. Orientation is next Friday and

will begin in January. The tentative date for the onsite assessment is next Wednesday for accreditation. This is a program they have been involved in since 2013. This will be our 4th award that we are complying with policies and procedures that are required under this program.

13. Public Works Department - Clint Biggers – installed 2 sewer taps, one is behind the new hotel and the new hotel. They had 2 water leaks. Installed the water line to the training grounds and put a new hydrant back there. Installed a new lamp post on the square that a tractor trailer ran over. Hauled dirt to the new sewer plant, read meters and had cut offs (32). Poured concrete on Gallaher St for a driveway they dug up for a culvert. Working on Christmas lights. Councilman Thompson asked if we have any new information of the water tower in the industrial area. It is going out for bid soon and hoping to open them in January.
14. Technology Department - Justin Wheeler – NOT HERE
15. Thrive 55+ Department - Tammany Carter – Served about 1800 members, averaging about 80 per day. Served 357 meals, 11 new members. 30 to 40 members have done the fitness class every Tuesday and Thursday. Tai Chi is averaging about 10-11 which is up from the 2 or 3 we had prior. It is gaining interest. New activities and a couple of movie days, some bible study. Looking for another fitness instructor. Interviewed 3 individuals for the program coordinator position. Senior Christmas luncheon and Christmas bizarre is next Wednesday. She will be attending the Tennessee Federation on aging conference in December.

UNFINISHED BUSINESS

16. RESOLUTION 2024-27- Wage and Salary Discussion (formerly Employee Manual Discussion) Earning flex time while on vacation. Mayor Greer referred to Attorney Noe. There is a resolution that states that if you are on vacation, you cannot earn flex time. This will be the only modification to the policy.
17. Police Shooting Range Discussion – Chief Matlock stated that Chief Ray wanted this put on the agenda to further discuss where we are with the shooting range. He wants an idea of the movement we have for this project.
Councilman Adkins stated that he recalled another location discussed in a prior meeting.
Mayor Greer stated that the one location that they were looking at Mayor McCarver spoke with the Sheriff Tim Binkley about it and he seemed unfavorable. They thought it was too far away. Mayor Greer would like to look at a couple of other possible locations. That would be with the county as well.
Vice Mayor Kerrigan stated - If the county is so interested in giving land to do something like this, why doesn't the county just go ahead and build it instead of maintaining property forever? If the county is going to use something like this, I have no problem with the city chipping in money to help build it. Why are we going to take all of the liability. He understands they are going to give us some land and that just takes it off their books. That just helps them out. We end up mowing, maintaining, fixing, doing everything. If we want to build one within city limits on property, we have I understand it. If the county wants to get involved, then let the county build it. Let them maintain it. That is his opinion.
Councilman Thompson stated we have a suggestion that the Chief go have a conversation with Sheriff Binkley see if you all can come to some kind of agreement to go in front of Mayor McCarver.
Chief Matlock stated that is always a possibility.
Councilman Adkins asked if the county has indicated they would help fund?
Chief Matlock stated that the reason they have been down this path for a while is so that they would have their own training facility and they are responsible for it. It would be theirs and not shared, they would let others use it but only under their supervision.
Councilman Smith asked where the county goes for training.
Chief Matlock responded he thinks the TWRA. Occasionally uses Partners gun range but they have changed and they are now using TWRA because it has longer distances and is wider. They can bring in portable targets and has easier access.
Councilman Young stated he is all for the gun range and if the county wants to give us prop

to build it, that's fine. The county is far away. He stated that we do need our own facility. He has gotten a lot of feedback not to put it by the park.

Councilman Thompson asked if Mayor Greer should have another conversation with Mayor McCarver.

Mayor Greer stated that the most important thing for him is these needs to be our own facility. He mentioned the possibility of an indoor range and discussed the zoning of the property for each option.

Attorney Noe asked Allen if anything is zoned Industrial in that area?

Allen Nicholson stated that A.O. Smith is Industrial.

NEW BUSINESS

18. ORDINANCE 632: Rezone Elizabeth St and Willow St - 1st Reading
This is on the corner of Willow Street and Elizabeth Street and the developers are requesting that 2 parcels are combined to 1 parcel from R-3 to R-4 PUD. He speaks on behalf of the planning commission that this was approved unanimously. The developer came to the planning commission prior to the meeting and showed what they wanted to build. They want to build 7 townhomes. Jake Bumpus was at the meeting to answer any questions.
19. ORDINANCE 630: Park Advisory Board Change
Mary read the Ordinance: Amend Title 2, Chapter 2 of The Municipal Code. Deleting section 2.215 in its entirety and replacing it with new guidelines.
20. Pleasant View Utility District Contract
Clint Biggers stated they got all of the parts in, and they have a contract in from Pleasant View. They want to hook on to Valley View Rd. Right now, it is run off of a pump station with a generator and they have a lot of hours on them and are in bad shape. Every time the power goes out Valley View Rd has no water. They are going to hook up to Pleasant View at the top of the hill, so we won't have to rely on the pump station any longer. It will also give the residents better water pressure.
21. ORDINANCE 629: Budget Amendment #1 Fiscal Year 2024-2025 - Paving - 2nd Reading
A bid was awarded for the paving for this year and it was higher than expected. This will move monies from the General Fund to cover the costs of the Thrive 55+ parking lot and the Streets that need paving for the amount over the budgeted amounts for each department.
22. RESOLUTION 2024-23: Initial Issuance of General Obligation Bonds Not to Exceed \$ 4,460,000
Mary read: Initial resolution authorizing the issuance of General obligation Bonds by the Town of Ashland City, Tennessee in a par amount not to exceed \$ 4,460,000.00 to finance the construction, improvement, repair, renovation and equipping of the City Hall and related costs and to pay the costs incident to the sale and issuance of the bonds.
23. RESOLUTION 2024-24: Issuance, Sale, Payment of General Obligation Bonds not to Exceed \$ 4,460,000
Mary read: A resolution authorizing the issuance, sale and payment of General obligations bonds by the Town of Ashland City , Tennessee in a par amount not to exceed \$ 4,460,000.00: authorizing the issuance of bond anticipation notes prior to the issuance of the bonds: and authorizing the levy of taxes to pay the bonds and notes.
24. ORDINANCE 631 - Budget Amendment - Fireman's Backpay
Mary read: an ordinance by the Mayor and the City Council to accept a budget Amendment # 2 for the Fiscal Year 24/25 for the fire fighters back pay.
25. Driver Safety Grant discussion
Asking for permission to apply for this grant. It is through our Insurance Company, and they consider us a class 2 which means we are eligible for \$ 8,000.00 which is a 50/50 grant. This grant would pay for our driver's license checks, which we are currently not doing for all of the departments except the police and fire that are doing them, and they have advised us that we should be. They should be done at hiring and every 3 years after that. They would fully pay for these driver's license checks which are \$ 60.00 each. They will also pay for back-up cameras on our older vehicles that do not have them. The matching point is 50%.
26. RESOLUTION 2024-26: Apply for \$ 10,000 Dollar Grant with Tennessee Highway Safety Office - Police Department

Chief Matlock stated this is permission to apply for a grant. We have done this in the past but we have stopped doing them for a number of years due to lack of interest. The stipulations are you have to utilize a portion of the money for overtime, and we just did not have anyone interested in overtime. The addition of some of the newer officers they are wanting to get out there and do some overtime and saturation work. Part of the money would be used for the overtime and the other part would be used for equipment (Traffic Cones, vests, flashlights, etc.).

27. T.B.I. Management Agreement - Police Department

Agreement for the management and access for the sieges for criminal justice information between the Police Department and the T.B.I.

28. RESOLUTION 2024-25: Fire Department of Safety and Homeland Security Grant

Chief Walker stated that this is the \$ 16,000.00 they received, and it allows the Mayor to sign the agreement that they will receive the grant. They pay for the training props, the car seats and everything and they reimburse us and there is no match. Tracy applied for it and it will be put to good use.

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

29. FIRE CATT - Tennessee Highway Safety Grant - Fire Department

Chief Walker stated he was going to bring up Captain Walter that is in charge of hose testing. They budgeted for this company to start testing our fire hose. We have several thousand feet of fire hose, and it gets very complicated. It needs to be at a pressure above what we usually operate at. It can be dangerous if one of the hoses bursts. This company has a trailer that is laid out and they hydrostat test it for us, and they are doing several departments around already. They have done all of Dickson County. It is budgeted but has a service agreement that needs to be signed.

30. Permission to Bid flooring replacement for Thrive 55+ Center - Grant # 84202

Tammany stated that we have already been awarded the grant and she needs some repairs done. The flooring estimate came in over the \$25,000.00 minimum and so it will need to go out to bid. The advertisement will need to go to the paper by the 21st of November and run for 2 weeks and the bid opening would be on December 9, 2024, and the City Council meeting would be on December 10, 2024, to award it to schedule the work to be completed hopefully between Christmas and New year.

31. Thrive 55+ Grant use Discussion - Painting and Door Quote

Grant will cover making the front doors more secure and paint the inside of the building. She would like to schedule these to be completed while they are closed between Christmas and New Year.

OTHER

32. The application process is closed for the City Administrator Position. They have received 18 resumes and of those 18 there are 10 or 11 that qualify and meet all of the criteria. Mayor Greer asked to come up with a couple of dates for special called meetings because to interview 10 people will take a lot of time.

The Finance Director application just came on the MTAS website today and we have 1 applicant, but we are hoping to see more come in for that position.

Clint Biggers added he had the bid opening for the CDBG for the pump stations he would like it added to the agenda to accept or deny the bid.

ADJOURNMENT

A motion was made by Vice Mayor Kerrigan, Seconded by Councilwoman Binkley, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:24 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

ORDINANCE # 631

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT #2 FOR THE 24/25 FISCAL YEAR**

WHEREAS, the Mayor and Council appropriate \$ 26,134.75 to General Fund for 24 Months of Back Pay in the Fire Department.

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 Budget</u>	<u>Ending Budget</u>
Fire Department	\$ 2,832,700.00	\$ 2,858,834.75

1st reading **11-19-2024**

Public Hearing **12-10-2024**

2nd reading **12-10-2024**

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

ORDINANCE NO. 632

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 020.00 AND 021.00 OF CHEATHAM COUNTY TAX MAP 055, LOCATED AT THE CORNER OF WILLOW ST AND ELIZABETH ST

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

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on October 07, 2024, with a recommendation for approval.

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

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

The parcels included on Tax Map 055, Parcel 020.00 and 021.00, located at the corner of Willow Street and Elizabeth Street be rezoned from R-3 (Low-Density Residential) district to the R-4 PUD (High-Density Residential Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of October 2024. This area to be zoned R-4 PUD is marked with a red "X" and shown on the map below.

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

Approved by the Planning Commission at the regularly called meeting on October 07, 2024.

First Reading: November 19, 2024
Second Reading: December 10, 2024

ATTEST:

Mayor

City Recorder



November 1, 2024

Director of Public Works
Town of Ashland City
Ashland City, TN 37015

RE: Agreement Number RJNW2012-1

Dear Sir or Madam,

Reference is made to agreement RJNW2012-1, dated 6/18/2012, between the Town of Ashland City, Tennessee and Nashville & Western Railroad Corporation, now operated under R. J. Corman Railroad Company/Nashville & Western Railroad Corporation, pertaining to a Recreation Area located in or near Ashland City in Cheatham County, Tennessee.

It is the policy of the company to annually review its license agreements. Our review includes physical changes to property valuation, changes in administrative costs, and terms and conditions of such agreements.

This notice provides that, in lieu of the termination provisions of the above-referenced agreement, the agreement is hereby revised from a triannual CPI increase to an annual CPI increase. Beginning with the next annual billing cycle, the License Fee shall be adjusted on an annual basis by the same percentage of increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items – United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). In no event, however, shall the adjusted License Fee be less than the previous year's rate.

This letter should be filed with your original agreement.

This notice is not a request for payment. The amended fee will be due upon the next payment date. Should you have any questions, please feel free to contact, Katie Byrd, Property Services Specialist at 859-881-2389 or Katherine.Byrd@RJCorman.com.

Sincerely,


Katherine Byrd

Real Estate Customer Information Form

This form can be returned to the below physical address or email address.

- P.O. Box 788
Nicholasville, KY 40340
- Realestate@rjcorman.com

Contact Information

Contact Name: _____

Title/Position: _____

Phone: _____

Email: _____

Billing Information

Customer Name: _____

Address: _____

Address Continued: _____

City: _____ State: _____

Zip: _____

Phone: _____

Email: _____

Internal Use Only

Co # _____

Agreement # _____

RESOLUTION 2024 – 30

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO DISSOLVE RESOLUTION # 94-04 USER FEE FOR THE CITY ANNEX BUILDING.

WHEREAS, THE City Annex Building now used as Thrive 55+ Senior Center will no longer be available to rent by residents or non- residents of the Town of Ashland City.

WHEREAS, Resolution # 94-04 is hereby repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, the Thrive 55+ senior center is not available for renting by residents or non-residents and Resolution 94-04 is hereby repealed.

We, the City Council, meeting in Regular Session on this the 10th day of December, 2024 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor

City Recorder

BOND DEBT SERVICE

ASHLAND CITY
\$4,460,000 GO BAN - 2 YEARS

TENNESSEE MUNICIPAL BOND FUND
FIXED RATE LOAN PROGRAM

BASED ON 4.49% RATE FOR 2 YEAR TERM

Dated date: January 15, 2025

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/15/2025					
06/01/2025			75,651.51	75,651.51	
12/01/2025			100,127.00	100,127.00	175,778.51
06/01/2026			100,127.00	100,127.00	
12/01/2026	4,460,000	4.490%	100,127.00	4,560,127.00	4,660,254.00
	4,460,000		376,032.51	4,836,032.51	4,836,032.51

RESOLUTION NO. 2024-31

RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2025, IN AN AMOUNT NOT TO EXCEED \$4,460,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the City Council (the "Council") of the Town of Ashland City, Tennessee (the "Municipality" or the "Town"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing bond anticipation notes to provide interim financing for a portion of the costs of the construction and equipping of a City Hall for the Town, capitalized interest during the construction period, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto (collectively, the "Project"), and paying costs incident to the financing thereof;

WHEREAS, the City Council of the Town (the "Council"), adopted an Initial Resolution (the "Initial Resolution"), at its November 19, 2024 meeting, authorizing the issuance of general obligation bonds by the Town in the amount of not to exceed \$4,460,000 (the "Bonds"), for the purpose of financing the Project and to pay costs incident to the financing thereof;

WHEREAS, the Initial Resolution authorized payment of the principal of and interest on such bonds from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, or amount;

WHEREAS, the City Recorder of the Municipality published the Initial Resolution and the Notice required by Section 9-21-206, Tennessee Code Annotated, as amended, in a newspaper of general circulation within the Municipality;

WHEREAS, the United States of America, acting through Rural Housing Service ("Rural Development"), has issued to the Municipality its Letter of Conditions, dated June 4, 2021, as amended on April 8, 2024, and as may be thereafter amended (the "Letter of Conditions"), in which it has agreed to purchase the bonds on terms and conditions favorable to the Municipality and its citizens;

WHEREAS, the Town is authorized by Title 9, Chapter 21, Parts 4 and 5 Tennessee Code Annotated, as amended, to issue and sell bond anticipation notes for the purpose of providing funds to finance the Project in anticipation of the issuance of general obligation bonds; and,

WHEREAS, the Council finds that it is necessary and desirable to provide for the execution, terms, issuance, sale, and payment of not to exceed \$4,460,000 General Obligation Bond Anticipation Notes, Series 2025 (the "Notes").

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

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project and to pay costs incident to the financing thereof, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing general obligation bond anticipation notes of the Municipality, in the aggregate principal amount of not to exceed \$4,460,000, or such lesser amount as may be determined by the

Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note"). The term of the Notes shall not exceed the reasonably expected economic life of the Project which is hereby certified to be at least the term of the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Bond Anticipation Notes, Series 2025". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from I upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 5% per annum, such interest being payable at such times as agreed upon with the Purchaser, as hereinafter defined, of such Notes, but in no event less than semiannually on such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than two years from the date of issuance of the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

The Notes shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution and further provided no petition has been filed protesting the issuance of the Bonds.

Pursuant to Section 9-21-205 of the Act, the approval of the Comptroller's office is not required for the issuance of the Notes because the Bonds will be issued and sold to a federal agency.

Interest on the Notes shall be payable by wire transfer or check by the Note Registrar, as such term is hereinafter defined, to the registered owner of such Notes shown on the registration books of the Municipality, as of the applicable Interest Payment Date, maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall be subject to redemption, in whole or in part, upon not less than thirty (30) calendar days' written notice to the Purchaser, at the price of par plus accrued interest to the date of redemption.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor and shall be countersigned by the City Recorder of the Municipality (the "City Recorder"), with his or her manual signature. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The City Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books") for recording the registration and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or it may designate, upon receipt by the Municipality of the proceeds of the sale thereof. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the registration books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the registered owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes.

Section 9. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from the proceeds of the Bonds in anticipation of when they are issued, and from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all

taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged. It is the intention of the Town, that all or a portion of the proceeds received by the Town from the issuance of the Bonds to be purchased by USDA, pursuant to the Letter of Conditions, will be used in to pay the Notes in full on or before two years from the date of closing of the Notes.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the debt service fund of the Municipality, and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by private negotiated sale at a price of not less than par and accrued interest.

Section 14. Disposition of Note Proceeds and Disbursements from Project Fund. The purchaser of the Notes (the "Purchaser"), upon the closing of the Notes, will commit to fund the purchase price of the Notes, which shall be deposited from time to time in, in amounts corresponding to each Drawing, as defined herein, for the purpose of financing the costs of the Project.

The Purchaser, shall from time to time by disburse amounts to the Town, upon receipt of a requisition substantially in the form of EXHIBIT B hereto; *provided, however*, no disbursement shall be made if a default has occurred and is continuing under the Notes.

The Town shall use the proceeds of each Drawing to pay costs of the Project upon receipt of such funds. From the date of the closing of the Notes for a period of approximately twenty-four (24) months, Note proceeds shall be disbursed to the Town, from time to time, upon submission to the Purchaser and the Tennessee Municipal Bond Fund ("TMBF"), of requisitions executed by officials of the Town, after approval of the such requisition by USDA, demonstrating that costs of the Project are due and payable by the Town (each a "Drawing"). The Town shall also provide such other certificates, documents, and information related to the Project or the Notes as the Purchaser or TMBF may require.

Upon completion of the Project, the Town shall give notice to the Purchaser and TMBF, in writing, stating that such Project has been completed and that no additional funds will be requested.

Section 15. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the

extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(t) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 16. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 17. No Action to be Taken Affecting: Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes.

Section 18. Miscellaneous Acts. The Mayor, the City Recorder, the Finance Director, the Town Attorney, and all other appropriate officials of the Town are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, making arbitrage certifications in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 19. Failure to Present Notes. In the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 20. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 21. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 22. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 23. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 17th day of December, 2024.

ATTEST:

Mayor

City Recorder

**STATE OF TENNESSEE)
COUNTY OF CHEATHAM)**

I, Mary Molepske, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council") of said Municipality held on December 17, 2024; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$4,460,000 General Obligation Bond Anticipation Notes, Series 2025, by said Municipality; (4) that the actions by said Council, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 17th day of December, 2024.

City Recorder

(SEAL)

EXHIBIT A FORM OF NOTE

**Registered
No. ___ -**

**Registered
\$ ___ -**

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
TOWN OF ASHLAND CITY
GENERAL OBLIGATION BOND ANTICIPATION NOTE,
SERIES 2025**

Registered Owner:

Principal Amount:

THE TOWN OF ASHLAND CITY, TENNESSEE (the "Municipality" or the "Town"), "", a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Date, the Principal Amount set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Date set forth on Exhibit A, semiannually on ___ 1 and ___ 1 of each year, commencing ___ 1, 2025, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the City Recorder maintained at the City Hall, Ashland City, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "General Obligation Bond Anticipation Notes, Series 2025" (the "Notes"), issued by the Town in the principal amount of \$4,460,000. The Notes which are issued for the purpose of providing interim financing for a portion of the costs of the construction and equipping of a City Hall for the Town, capitalized interest during the construction period, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, and paying costs incident to the financing thereof, are authorized by an appropriate resolution of the City Council and particularly that certain Initial Resolution of the City Council adopted on November 19, 2024, and that certain Resolution adopted by the City Council on December 17, 2024, as such resolutions may be from time to time amended or supplemented in accordance with their terms (such resolutions, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Recorder of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

The Notes, as to both principal and interest, shall be payable from the proceeds of the Bonds, as defined in the Resolution, in anticipation of when they are issued, and from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. The Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged. It is the intention of the Town, that all or a portion of the proceeds received by the Town from the issuance of the Bonds to be purchased by USDA. Rural Development has issued to the Municipality its Letter of Conditions, dated June 4, 2021, as amended on April 8, 2024, and as may be thereafter amended, in which it has agreed to purchase the Bonds on terms and conditions favorable to the Municipality and its citizens.

This note is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such transfer.

The Municipality and the Note Registrar may deem and treat the entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Notes shall be subject to redemption, in whole or in part, upon not less than thirty (30) calendar days' written notice to the Registered Owner, the price of par plus accrued interest to the date of redemption.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the City Recorder, all as of _ _ _ _ _

FORM OF REQUEST FOR DISBURSEMENT

**REQUEST FOR DISBURSEMENT
\$4,460,000
GENERAL OBLIGATION BOND ANTICIPATION NOTE,
SERIES 2025**

Request No. ____ _

The undersigned, duly Authorized Representatives of the **Town of Ashland City, Tennessee** (the "Town"), submit this Request for Disbursement and certify as set forth below on behalf of the Town, pursuant to the provisions of Section 14 of that certain Bond Anticipation Note Resolution, adopted by the City Council of the Town, on December 17, 2024 (the "Resolution"), authorizing the issuance of that certain General Obligation Bond Anticipation Note, Series 2025 , in the amount of \$4,460,000 (the "Note"), and the sale thereof to **Citizens Tri-County Bank, Dunlap, Tennessee** (the "Bank"), as the purchaser of the Note, and certify as follows:

1. \$_____ has been paid or is due and owing by the Town with respect to the Project. The name of the firm or corporation to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due all of which are listed on the attached Schedule, which amounts total the amount requested herein.

- 2. This request has not been the subject of a previous Request for Disbursement.
- 3. The subject of this request is a proper Cost of the Project, as described in the Resolution.
- 4. The amount requested should be wired to:

Bank:.....

Account Number:.....

Account Name:.....

ABA Number:.....

We understand that this Request for Disbursement must be emailed to the Bank and TMBF by the 25th day of the month, in order to receive the funds on the first business day of the next month. We also understand that we must call 931-968-3282 or 615-255-1561 to confirm receipt of such email, unless receipt of the Request is acknowledged by email

We also understand that the original has to be mailed to the Bank at the above address so that the Bank receives it by the first of the month.

Dated: _____, 2025

TOWN OF ASHLAND CITY, TENNESSEE

By: _____

Title: _____

Attest:

By: _____

Title: _____

This Request for Disbursement should be submitted to:

Citizens Tri-County Bank
2030 Decherd Boulevard
Decherd, Tennessee 37324
Attention: Jennifer Mitchell
Phone Number: 931-968-3282
Email: jmitchell@ctcbonline.com

and

Tennessee Municipal Bond Fund
226 Anne Dallas Dudley Boulevard, Suite 502
Nashville, Tennessee 37219
Attention: Wade Morrell
Phone Number: 615-255-1561
Email: wmorrell@tmbf.net

SCHEDULE TO REQUEST FOR DISBURSEMENT

The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due each are listed as follows (Copies of invoices will be provided upon request of the Administrator):

Person, Firm or Corporation to whom payment is Due:	Amount Paid or Due:	Description of services performed or materials provided:
--	---------------------	--

It's basically a Free community library
based on take a book, leave a book.

I will assume all costs to build, register, and stock the Little Free Library at the proposed site of River Bluff park.

The size of Little Free Libraries vary, although they are generally the size of a large birdhouse to that of a kitchen cabinet, mounted on a 4"x4" post at 44" off the ground. Citizens walk up to the Little Free Library, open the door, reach in to take/leave a book, and close the door.

Picture of proposed location is attached.

I'll be happy to answer any further questions during workshop.

Thank you.

Kind regards,
Gabriel Smythia







RESOLUTION 2024 – 32

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE CONSTRUCTION OF A LITTLE FREE LIBRARY AT RIVER BLUFF PARK.

WHEREAS this will be a “FREE” community Library based on take a book leave a book guideline.

WHEREAS Gabriel Smithia has committed to assume the cost to build, register, stock, and Maintain the Library.

WHEREAS The placement will be in the Grass area in from of the pavilion where the flags are stationed.

WHEREAS the size of the libraries varies but are generally the size of a large birdhouse mounted on a 4X4 post at 44” from the ground. Citizens can walk up and open the door and take a book out and leave a book and close the door.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approve Gabriel Smythia to build a “FREE” little Library at River Bluff Park.

We, the City Council, meeting in Regular Session on this the 10th day of December, 2024 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor

City Recorder

Application ID

2024-2184

Application Type

Volunteer Firefighter Equipment and Training

Acknowledgement

Solicitation Document: [84607_DGA_-_FY25_VFD_Grant.pdf](#)

Solicitation Name: Volunteer Firefighter Equipment and Training Grant Program

Brief Description: Tenn. Code Ann. § 68-102-154 establishes the Volunteer Firefighter Equipment and Training Grant Program ("Program") for the purpose of awarding funds to volunteer fire departments for equipment and training to better protect firefighters and the communities they serve. The Program provides for ten million dollars (\$10,000,000) to be disbursed to applicant volunteer fire departments equally across the three (3) Grand Divisions.

Program Purpose: The Volunteer Firefighter Equipment and Training Grant was passed by the General Assembly in 2019 and became effective on January 1, 2020. The grant program has two components:

1. Reimburse the local cost share (typically 5% or 10% of the total award depending on population) of a federally awarded grant to a volunteer fire department for the purchase of firefighting equipment and training.
2. Allows volunteer fire departments to apply directly to the State Fire Marshal's Office (SFMO) for firefighting equipment and/or specialized training.

*Vehicles and/or fire apparatus are not eligible under this grant.

Released On: November 01, 2024

Completed Application November 27, 2024 14:00:00

Due By:

I attest that this application was created and written by a human and that this applicant has the capacity to fulfill and/or provide the project described in this application.

Organization Information Acknowledgement

Click on the link below to view your organization profile. Please ensure that your organization profile is up-to-date before submitting this application.

[Organization Profile](#)

I attest that my organization profile is up-to-date.

Qualification Criteria

Instructions

- Below is a list of criteria that defines a “qualified organization” for those applying for funding through for volunteer fire departments to utilize for necessary equipment & training.
- Check ALL criteria statements that apply to your organization.

Criteria List

- Verified that fire department recognition is up-to-date pursuant to TCA § 68-102-304
- Verified compliance with the National Fire Incident Reporting System (NFIRS) reporting as pursuant to TCA § 68-102-111
- Verified that my fire department is current with annual financial report filings with the Comptroller of the Treasury as pursuant to TCA § 68-102-309

General Information

Organization Information: Ashland City Fire Department
402 N. Main Street
Ashland City, Tennessee, 37015
Phone: 615-792-4531

FDID: 11121

Applicant meets all minimum applicable training requirements for their incident response types

Yes

Series 100 Fire Reported Calls

Number of series 100 fires reported last year

70

Number of series 100 fires reported the year prior

45

Number of series 100 fires reported 2 years prior

68

Total Reported

Click on the **Save Draft** button to calculate the total.

183

Expenditures

Budget numbers are the numbers for your department only. For non-profits, it would be the entire budget. For departments that are a part of city or county government, please include ONLY the budget for your department NOT the entire budget for the city/county.

Expenditures reported last year

\$1,826,239

Expenditures reported the year prior

\$1,682,988

Expenditures reported 2 years prior

\$1,681,115

Total Expenditures

Click on the **Save Draft** button to calculate the total.

\$5,190,342

Scope of Service

Application

What items are you requesting for in this application? How will this grant funding assist your department in improving firefighter/rescue squad safety and protecting lives and property in your jurisdiction?

Note: This narrative will be redacted of any information that can identify your Volunteer Fire Department/Rescue Squad prior to presentation to the Selection Committee.

Listed below are items that we are requesting, ranked in the order of our desire to receive them. The Ashland City Fire Department is an all-hazards department, which means we respond to any and all calls within our fire district, regardless of what they are. These calls will range from customer assistance and medical calls, to fires, wrecks, rescue operations of all types and any hazmat calls. All items requested are greatly needed and will assist and improve the ability of this department to protect and serve our community and beyond:

1) The PPE gear we are requesting is to replace gear that is currently in use and expired and also currently in use, but due to expire in 2025. This gear is most important for our firefighters because if it fails due to age, our firefighters will not be protected. Proper personal protection is essential to help protect our firefighters not only from injuries from fires, but it also protects them from lingering effects of this working environment. These lingering effects can be anything from burns to fatal cancers. Providing adequate protection is a priority for this department. Being awarded this grant will help us maintain our ability to make sure our firefighters are safe and using the best possible equipment and gear available.

2) Rope Rescue Equipment – Most people think rope rescue is a low frequency, high risk tactic. While your dramatic 100 foot plus rescue may be just that, every year we respond to many incidents that require some sort of rope rescue. Most of these also involve motor vehicle crashes, due to the terrain which we cover. Other incidents include tree stand rescues, rescues from the tops of buildings and high angle rescue on the cliffs in the area. Nearly all of the soft equipment we currently have, which is to say any rope, webbing, harness, rigging straps, ect, are expired. The same is true for the hardware that has a set expiration date. All these items desperately need to be replaced as they are at least 15 years old. Replacement would insure that the equipment being used is of top quality and not worn down after years of use.

Budget

Click the "+" button which will open a new window, enter the details of your request and make sure to click "Create Budget Items" to save when finished.

Application Request Amount

How much total funding are you requesting?

\$69,215.12

Budget Summary

All items requested must meet the most current applicable standard.

Item Description	Priority	Number of Items in Current Inventory	Number of Items Requested for Replacement	Avg Age of Items Requested for Replacement (In Years)	N u m b e r o f N e w I t e m s R e q u e s t e d	Total Number of Items Requested (Replacement and New)	Item Price (per unit)	Total Cost
Full Set of Turnout Gear including SCBA	High							
SCBA Units (harness, facepiece, 2 cylinders)	High							
Boots	High	8	8	10	0	8	\$400.00	\$3,200.00
Bunker Coats	High	8	8	10	0	8	\$1,800.00	\$14,400.00
Bunker Pants	High	8	8	10	0	8	\$1,400.00	\$11,200.00
Gloves (Firefighting)	High	8	8	10	0	8	\$125.00	\$1,000.00
Goggles	High	8	8	10	0	8	\$80.00	\$640.00
Helmets	High	8	8	10	0	8	\$450.00	\$3,600.00
Hoods (Firefighting)	High	16	16	10	0	16	\$70.00	\$1,120.00
SCBA Spare Cylinders	High							

Federal grant cost share	High								
Air Compressor/Fill Station	High								
PPE Washer/Dryer	High								
Portable Radios for Firefighters	Medium								
Thermal Imaging Cameras	High								
Hose	Medium								
Hose Accessories	Medium								
SKID Units									
Other									
SAR Tactical Helmet		8	8	15	0	8	\$420.00	\$3,360.00	
Shroud Headlamp Adapter		8	8	15	0	8	\$20.02	\$160.16	
EXFIL Picatinny Quick Release Adapter		8	8	15	0	8	\$74.62	\$596.96	
Confined Space Rescue Rigging Kit		1	1	15	0	1	\$10,637.00	\$10,637.00	
Global Quick Harness-Medium		4	4	15	0	4	\$549.00	\$2,196.00	
Global Quick Harness-Large		4	4	15	0	4	\$549.00	\$2,196.00	
ProSwivel Pulley		4	4	15	0	4	\$200.00	\$800.00	
Double Clutch TTRS Kits		2	2	15	0	2	\$5,249.00	\$10,498.00	
ProSwivel SwivaBiner		4	4	15	0	4	\$170.00	\$680.00	
Line Deployment Kit		1	1	15	0	1	\$2,931.00	\$2,931.00	
Training									
TOTAL AMOUNT REQUESTED								\$69,215.12	

Number of firefighters receiving training:

Are the funds requested going to be used for a federal grant cost share?

If you are applying for the local cost share of a federal grant, the full award package **MUST** be attached to this application under the **Supporting Documentation** tab.

No

Roster

Roster

Name	Identify	Meets minimum state training requirement	TFACA PSID
James Walker	Career	Yes	5695
Derek Noe	Career	Yes	1614
Ken Millett	Career	Yes	1599
Tony Clark	Career	Yes	1431
Matthew Waldron	Career	Yes	6566
Blaine Higgins	Career	Yes	18458
Ernie Franklin	Career	Yes	26234
Dustin Shadowens	Career	Yes	5244
Jared Chandler	Career	Yes	9336-0413
John Sullivan	Career	Yes	31604
Jordan Fox	Career	Yes	9025-9190
Richard Murphy	Career	Yes	28379
Bryan Leech	Career	Yes	29765
Zachary Christy	Career	Yes	4561-3347
Justin Bracey	Career	Yes	26567
Richard Alexander	Volunteer	Yes	3667
Neal Arrington	Volunteer	Yes	9749-5375
Brian Biggs	Volunteer	Yes	6560
James Blackwell	Volunteer	Yes	5828
Andrew Bowden	Volunteer	Yes	1069-3109
Michael Buroker	Volunteer	Yes	8000-0397

Ryley Canda	Volunteer	Yes	5268-1186
David Caruthers	Volunteer	Yes	8659
Jonathan Coulon	Volunteer	Yes	13368
Kenny Crowson	Volunteer	Yes	1813
Brandon Davis	Volunteer	Yes	4892-5694
Blake Gay	Volunteer	Yes	6596-0885
Brandon George	Volunteer	Yes	9116-6972
Kory Green	Volunteer	Yes	4238
Stanley Ham	Volunteer	Yes	10383
Zachary Horn	Volunteer	Yes	6594-0847
Chase Hosmer	Volunteer	Yes	5187-3551
Matthew Johnson	Volunteer	Yes	5321-2497
William Jones	Volunteer	Yes	1818-3781
Stephen Kent	Volunteer	Yes	2034-9282
Andrew Klahn	Volunteer	Yes	7258-2217
Daniel LePage	Volunteer	Yes	8126-8342
Mason Lovell	Volunteer	Yes	5056-4754
Andreas Maple	Volunteer	Yes	4383-8078
Jaden Matthews	Volunteer	Yes	6688-8147
Bret Miles	Volunteer	Yes	31515
Stephanie Miller	Volunteer	Yes	2931-1020
Christian Moffett	Volunteer	Yes	8155-3954
Cody Morgan	Volunteer	Yes	35187
Blake Moulton	Volunteer	Yes	6346-4673
Seth Moulton	Volunteer	Yes	4815-2990
Hunter Mounce	Volunteer	Yes	9650-5087
Tyler Nelson	Volunteer	Yes	1370-7912
Will Nicholson	Volunteer	Yes	792
Michael Osman	Volunteer	Yes	23904
Daniel Raike	Volunteer	Yes	2267-9649
Peter Repetto	Volunteer	Yes	8614-7774
Gregory Reynolds	Volunteer	Yes	3600-7492
Brian Richardson	Volunteer	Yes	9644

James Robertson	Volunteer	Yes	1366-2082
Brian Sesler	Volunteer	Yes	12608
KeJuan Smith	Volunteer	Yes	7042-6715
Michael Wilson, Jr	Volunteer	Yes	23911
Mark Wilson	Volunteer	Yes	23912

Supporting Documentation

W9

Additional Documents

[Town_of_AC_-_W9.pdf](#)
385.2 KB - 11/21/2024 10:36 AM

Total Files: 1

I certified that I have attached all required/requested documents listed above.

Organization Contacts

Assign Authorized Tracey Knack
Official:

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).