



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
December 14, 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

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) November 09, 2021 City Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. City Attorney

OLD BUSINESS

3. Soccer Club Proposal
4. Catfish on the Cumberland
- [5.](#) U.S. Geological Survey Joint Funding Agreement
- [6.](#) Ordinance: Budget Amendment #4 (Fire and Police)
- [7.](#) Ordinance: Amend Ordinance 561- Land Use Regulations

NEW BUSINESS

- [8.](#) Tyler Merchant Accounts
9. Recruitment Advertising Contracts
- [10.](#) Public Works Building Xerox Upgrade
- [11.](#) CCEC Memorandum for Understanding Agreement
- [12.](#) Resolution: Interim Financing City Hall
- [13.](#) Resolution: Loan Agreement City Hall
14. Ordinance: Redistricting Wards
- [15.](#) Ordinance: Temporary Use Permit

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

- [16.](#) Award Bid: Water Tank Repairs
- [17.](#) Award Bid: Mowing Agreement
- [18.](#) Award Bid: Roof Replacement Public Works and Police Dept

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 November 09, 2021 6:00 PM Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:03 p.m.

ROLL CALL

PRESENT

Mayor Steve Allen

Vice Mayor Daniel Anderson

Councilman Tim Adkins

Councilman Gerald Greer

Councilman Roger Jackson

Councilman Chris Kerrigan

Councilman JT Smith

APPROVAL OF AGENDA

A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. September 21, 2021 Special Called Council Meeting Minutes
2. October 12, 2021 City Council Meeting Minutes

A motion was made by Councilman Kerrigan, seconded by Councilman Smith, to approve the September 21, 2021 Special Called Meeting Minutes and the October 12, 2021 City Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

Kay Meek - Ms. Meek stated that she was here to talk about the Meals on Wheels program. She stated that she had e-mails from some of the Council members that were interested in what happened with the program. She presented the council with a petition and copies of all health inspections. Ms. Meek stated that they were never told about this and that it was the Mayor's and Ms. Melissa Womack's decision to remove the program from the center. She stated that they would like to know why it was removed and why the seniors cannot eat at the center anymore. Ms. Meek stated that the seniors are not able to get their meals at the church and their health is declining from not being able to socialize. She stated that the center is not the same as it was and people are not congregating. Ms. Meek stated she would like it to be investigated.

Ruby Johns - Ms. Johns stated that she has been associated with the Center and Meals on Wheels since the late '80s and there has never been a problem until last year. She stated that she knows COVID shut everything down but when it opened back up the director came in and moved the stove and refrigerator out and found dirt. Ms. Johns stated that is why they put the program out, but the kitchen was never dirty. She stated that she came to the center every day to eat and now she has nowhere to go. She stated that she would like them to see to it that it gets brought back so they have something to do.

Carrie Reed - Ms. Reed stated she is a volunteer for Meals on Wheels, and she does not represent them or MidCumberland. She stated that she wanted to let the Council know that it is true that the seniors are declining since they no longer have anywhere to go. Ms. Reed stated that she was at the center when the program was there and the people in that kitchen were working their tails off. She presented the council with suggestions to reinstate the program at the center and stated it would give them an idea of what is needed to be done to get it back. Ms. Reed stated that they do not understand why it was put out and they would appreciate anything the council could do.

At this time, Mayor Allen asked Councilman Tim Adkins to lead the pledge and prayer.

REPORTS

3. City Attorney

At this time, Ms. Jennifer Noe called for an Attorney-Client meeting and all members of the council exited the room. The time was 6:13 p.m.

The meeting resumed with all council members present at 6:34 p.m.

OLD BUSINESS

4. Soccer Club Proposal

Mr. Sampson stated that Mr. Saeid Kiani was here to speak on behalf of the soccer club proposal since the Council asked him to return for this month's meeting. Mr. Kiani stated that the last time he was here he spoke about long-term plans which would be to create an opportunity like Seigel Park in Rutherford County. He stated that Ashland City is in a great position geographically to have a facility like that and that it would bring a great economic impact here. He stated that short term plans would be for the City to agree to a cooperative use agreement for Riverbluff Park. Mr. Kiani stated that they would like the opportunity to utilize the facility more, make improvements, and have more activities. He stated that they would like to bring a women's soccer team to the area as well. Mr. Kiani stated that he wants Ashland City to consider beginning the process here at Riverbluff Park for the time being as a stepping stone to future plans. Vice Mayor Anderson stated that something would need to be worked out with the Cheatham County Soccer Association.

5. Catfish on the Cumberland Request (Chamber of Commerce)

Ms. Misty Keenan presented the council with some information sheets and stated that Catfish in the Cumberland came out of the Tourism Committee to look for opportunities that would create a retail event that would draw people within a two-hour radius around Cheatham County. She stated that it is a two-event combo with a catfish tournament in the morning and then a concert in the evening. Ms. Keenan stated that they are looking at some larger name bands to draw in a larger crowd. Councilman Kerrigan stated that there was a concern about shutting down the park. Ms. Keenan stated that it is a ticketed event so she would like to close the entire park. Ms. Sherry Ehrenberg stated that she looks at it as a way to benefit the Town but looking at the big picture it is going to benefit Cheatham County. She stated it will attract hundreds to thousands of people and can be an annual event which creates exposure and revenue. Ms. Ehrenberg stated Ashland City is an ideal place to host this type of event. She stated that it will have a return on investment and businesses will see an increase in patrons. Ms. Ehrenberg stated that this will be a family fun event and it will be a great contribution. Councilman Adkins asked about maintenance and security and if that is something that the chamber would provide. Ms. Keenan stated these are conversations they have not had yet because they wanted to know that the council was interested before wasting too much time. Councilman Adkins asked how much this would cost. Ms. Keenan stated they are looking at around \$35.00 to \$45.00 per person. After much discussion, a motion was made by Councilman Jackson, seconded by Councilman Greer, to move forward with the event and work out the details. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

6. Dog Park Update

Mr. Sampson stated that he wanted to give an update. He stated that the fencing is supposed to go in this month and they are planning for a grand opening in December.

7. Canoe/Kayak Access Structure Update

Mr. Sampson stated that Ms. Patty Schultz came before Council a few months back for approval to install this and she is waiting on a response from the core to move forward.

8. Ordinance: Budget Amendment #3 (GNRC)

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR. Ms. Martin stated that this was the second and

final reading and it would increase the expense amount by \$30,835.00 for the GNRC grant. A

motion was made by Vice Mayor Anderson, Seconded by Councilman Adkins. Voting Yea:

Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

NEW BUSINESS

9. Redistricting Wards Discussion

Ms. Pam Frejosky stated that she was there on behalf of the Election Commission. She stated that they are in the middle of redistricting the County and the Comptroller is assisting with that. Ms. Frejosky stated that the redistricting is done every 10 years and the City is not required to act, but the City is currently out of balance due to growth. She stated that once it is complete they will need to send new voter registration cards to all citizens that are affected. Most of the expense will be on the County if done this way. Mr. John Thomas on behalf of the Comptroller's office presented maps to the council. He stated that the district needs to be under 10% in deviation and currently, district 2 is over by 6.7%, and district 3 is short by 7.63%. Mr. Thomas presented 2 options to the Council. A motion was made by Councilman Jackson, seconded by Councilman Greer, to choose option 1. All approved by voice vote.

10. Speed Limits

Chief Ray stated that there needs to be a speed limit set on Smith Street and Spring Street. He stated that there is currently not a speed limit posted and they have received several complaints from residents about people speeding through there to avoid traffic. Chief Ray stated that he felt 15 MPH was best. A motion was made by Councilman Jackson, seconded by Councilman Smith, to set the speed limit to 15 MPH on Smith and Spring Street. All approved by voice vote.

11. PT Fire Pay Increase Discussion

Chief Walker stated that he is asking to increase the Part-Time Firefighter pay from \$15.00 per hour to \$18.00 per hour but they are not asking for more money. He stated that they are going to use the money they have in their part-time budget. Chief Walker stated that they are having a hard time getting anyone to work and neighboring departments are paying \$18.00 per hour. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to increase the part-time pay to \$18.00 per hour. Ms. Jennifer Noe stated that a salaried employee does not make that much currently. Chief Walker stated that salaried employees have downtime and work 24 hours a day so, in the long run, their salary is a lot more than what a part-time employee would make. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

12. U.S. Geological Survey Joint Funding Agreement

Ms. Martin stated that this was an annual agreement for the gage in the Cumberland River that we share with the County. Chief Walker stated that they had raised the agreement by a third and they did not budget that much money for it so they had turned it down. He stated they raised it without any warning and did not want to agree if it was still more than last year. A motion was made by Councilman Kerrigan, seconded by Councilman Jackson, to defer to the next meeting. All approved by voice vote.

13. New Job Description

Ms. Martin stated that this was the new job description for the open building and codes position. She stated that they are having a hard time finding someone qualified so they changed the requirements of the qualifications. She stated that this would allow someone to obtain their certifications while on the job. A motion was made by Councilman Jackson, seconded by Councilman Smith, to approve the job description. All approved by voice vote.

14. Repeal Ordinance #389

Ms. Martin stated that this was an Ordinance that established an IT Committee. She stated that it was established because at the time our IT employee was contracted, but now we have an IT department. Ms. Martin stated that they are wanting to repeal this Ordinance and replace it with an IT policy.

At this time, Councilman Jackson excused himself from the meeting.

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to repeal Ordinance #389. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilman Smith.

15. Resolution: Updating the Personnel Policy - Section III Leave

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION III. LEAVE OF THE PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY. Ms. Martin stated that this was to add "Even Years" to Election Day. A motion was made by Vice Mayor Anderson,

seconded by Councilman Greer, to approve the Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilman Smith.

16. Resolution: Establishing an IT Policy

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ESTABLISH AN IT POLICY. Ms. Martin stated that this is to establish the IT Policy. She stated that this will change leadership and it will move the IT department under Recorder and away from Fire. A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to approve the Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilman Smith.

17. Resolution: Updating the Personnel Policy- Section IX Misc Policies

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING A PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY DELETING SECTION 9, MISCELLANEOUS POLICIES: USE OF CITY COMPUTERS AND CELL PHONES IN ITS ENTIRETY. Ms. Martin stated that this was to remove this section from the employee manual in its entirety since it is now established in the IT policy. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

18. Resolution: Health Benefits for PT Employees

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, AUTHORIZING HEALTH BENEFITS FOR PART-TIME EMPLOYEES WHO WORK MORE THAN 30 HOURS PER WEEK. Ms. Martin stated that this will set the time frame for part-time employees that work an excess of 30+ hours that have to be offered benefits. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

19. Resolution: Updating the Wage and Salary Policy

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING THE WAGE AND SALARY POLICY GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY. Ms. Martin stated that this will add the job title for Building and Codes Official to the payable. A motion was made by Councilman Adkins, seconded by Councilman Greer, to approve the Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

20. Resolution: Initial Resolution Authorizing Interim New Fire Hall Financing

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE TOWN OF ASHLAND CITY, TENNESSEE, OF NOT TO EXCEED \$5,560,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE INTERIM FINANCING FOR THE TOWN'S NEW FIRE HALL AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO. Ms. Martin stated that this is required to start the interim financing process for the new fire hall. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

21. Resolution: Authorizing Loan and Loan agreement for New Fire Hall Interim Financing

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE TOWN OF ASHLAND CITY, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,560,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE TOWN'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND, CERTAIN OTHER MATTERS. Ms. Martin stated

that this was required to start the interim loan financing on the new fire hall. A motion was made by Councilman Kerrigan, seconded by Councilman Smith, to approve the Resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

22. Ordinance: Budget Amendment #4 (Fire and Police)

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR.

Ms. Martin stated that this budget amendment is for a first reading and is for \$1000 for the donation to police for uniforms, \$49,993 for the SAFER grant received for fire, and \$25,000.00 requested from fire for the pole barn that is to be reimbursed. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the budget amendment. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

23. Ordinance: Amend Ordinance 561- Land Use Regulations

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE BY DELETING ARTICLE III., SECTION 3.150 STANDARDS

PERTAINING TO TREE PRESERVATION AND PROTECTION IN ITS ENTIRETY AND THE SECTION RESERVED. Ms. Martin stated that this is for a first reading and it is needed now that we amended section 3.140 of the Zoning Ordinance. She stated that now the 2 sections are conflicting with each other and we need to remove 3.150 in its entirety and leave a placeholder in its section for future use. A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to approve the amendment. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.

**SURPLUS PROPERTY NOMINATIONS
EXPENDITURE REQUESTS**

24. Request to Bid: Sewer Rehab

25. Request to Bid: Sewer Treatment Plant

Mr. Biggers asked if the request for sewer rehab and the request for the sewer treatment plant could be voted on together. He stated that this is a request to bid the sewer rehab and the sewer treatment plant. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve both requests. All approved by voice vote.

26. Request to Bid: Mowing Contract

Mr. Sampson stated that this is a request to bid the mowing contract. A motion was made by Councilman Kerrigan, seconded by Councilman Adkins, to approve the request. All approved by voice vote.

27. Award Bid: Public Works and Police Department Roof Replacement

Mr. Biggers stated that he was requesting to submit the low bid. Councilman Jackson stated that he was concerned about the price difference. Mr. Biggers stated that he spoke to the contractor with the low bid after the opening and the bid was correct. A motion was made by Councilman Jackson, seconded by Councilman Adkins, to reject the bids and start over. All approved by voice vote.

28. Award Bid: Fencing at Tennis Court

Mr. Sampson stated that he was requesting to accept the bid received for \$23,880.00. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to accept the bid. All approved by voice vote.

OTHER

Councilman Tim Adkins thanked all involved with the Trunk or Treat. He stated it was a huge success and he hopes it is something the City could do every year.

Councilman Adkins asked about the Comprehensive plan. Mr. Sampson stated that he is working on it and will have it ready to present in February.

Councilman Adkins asked about the seasonal permit as well. Chief Walker stated that the planning commission is working on it.

Councilman Adkins stated he would like the council to think about possibly moving the city election to align with the county election.

Councilman Jackson asked how much it would cost to feed the seniors at the center. Councilman Adkins asked if it was something we could add to the December workshop. Ms. Noe stated that it was a good idea. A motion was made by Councilman Adkins, seconded by Councilman Greer, to discuss meals at the senior center at the next workshop meeting. All approved by voice vote. Ms. Batts stated that they have been working to get Kathy's Kitchen up and going and it would cost \$5.00 a plate on Mondays and Wednesdays. She stated that she has had several people offer to donate to cover plates for people to eat. Ms. Batts stated that they have 6 tables set up every day for people to come and sit as well.

ADJOURNMENT

A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:39 p.m.

MAYOR STEVE ALLEN

INTERIM CITY RECORDER ALICIA MARTIN, CMFO



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

October 13, 2021

Ms. Alicia Martin
City Recorder
Town of Ashland City
101 Court Street PO Box 36
Ashland City, TN 37015

Dear Ms. Martin:

Enclosed are two signed originals of our standard joint-funding agreement between the Lower Mississippi-Gulf Water Science Center and Town of Ashland City. This agreement is for half of the operation of a continuous real-time stream gage on the Cumberland River at Ashland City (other half covered by Cheatham County), during the period October 1, 2021 through September 30, 2022 in the amount of \$3,500 from your agency. U.S. Geological Survey contributions for this agreement are \$2,841 for a combined total of \$6,341. Please sign and return one fully-executed original to Sandra K. Red Wing, Administrative Operations Assistant at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **November 13, 2021**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Shannon Williams by phone number (615) 837-4755 or email swilliam@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Sandra Red Wing at phone number (615) 837-4710 or email at sredwing@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
22MLJFATNDA085 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600002544
Agreement #: 22MLJFATNDA085
Project #: ML009Z5
TIN #: 62-6000239

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Ashland City party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for half of the operation of a continuous real-time stream gage on the Cumberland River at Ashland City (other half covered by Cheatham County), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$2,841 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$3,500 by the party of the second part during the period October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600002544
Agreement #: 22MLJFATNDA085
Project #: ML00925
TIN #: 62-6000239

Water Resource Investigations

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Shannon Williams
Hydrologist
Address: 640 Grassmere Park
Nashville, TN 37211
Telephone: (615) 837-4755
Fax: (615) 837-4799
Email: swilliam@usgs.gov

Customer Technical Point of Contact

Name: Alicia Martin
City Recorder
Address: 101 Court Street PO Box 36
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5239
Fax:
Email: amartin@ashlandcitytn.gov

USGS Billing Point of Contact

Name: Sandra Red Wing
AOA Student Trainee
Address: 640 Grassmere Park #100
Nashville, TN 37211
Telephone: (615) 837-4710
Fax: (615) 837-4799
Email: sredwing@usgs.gov

Customer Billing Point of Contact

Name: Alicia Martin
City Recorder
Address: 101 Court Street PO Box 36
Ashland City, TN 37015
Telephone: (615) 792-4211 Ext 5239
Fax:
Email: amartin@ashlandcitytn.gov

U.S. Geological Survey
United States
Department of Interior

Town of Ashland City

Signature

By Rodney R. Knight Date: 10/13/2021
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

ORDINANCE #

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR

WHEREAS, the Mayor and Council appropriate \$75,993 in the General Fund; \$1,000 in the Police Department for the Clothing; \$49,993 in the Fire Department for the remaining amount of the SAFER Grant, and \$25,000 for an addition to the Pole Barn.

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>
Fire Department	\$7,198,724.00	\$7,273,717.00
Police Department	\$2,218,689.00	\$2,218,690.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

ORDINANCE#

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE BY DELETING ARTICLE III., SECTION 3.150 STANDARDS PERTAINING TO TREE PRESERVATION AND PROTECTION IN ITS ENTIRETY AND THE SECTION RESERVED

WHEREAS, the Mayor and the City Council previously adopted Ordinance #561; and

WHEREAS, Article III., Section 3.140 and Article III., Section 3.150 were combined and now conflict with Ordinance #561.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Article III., Section 3.150 be deleted in its entirety and the section be reserved as follows:

~~3.150. RESERVED Standards pertaining to tree preservation and protection:~~

~~3.150.1. The purpose of this section is to promote the health, safety, and public welfare within the Town of Ashland City through the maintenance and protection of existing trees that are hereby deemed to constitute either unique and virtually unreplaceable natural features, and/or aesthetic and/or historical treasures.~~

~~3.150.2. The nominal standards promulgated herein are established in order: to promote the lessening of air pollution, to promote clear air quality by increasing vegetative air filtration, to reduce noise, heat, glare, and minimize flooding, and to increase the ambiance of the community while protecting values throughout the town.~~

~~3.150.3. Definitions. Except where the context otherwise requires, the definitions contained in this section shall govern the construction of this ordinance:~~

~~a) Adjusted Caliper Inches (ACI) – The number value resulting from the multiplication of the Tree Value Factor times the actual measured Caliper Inches of trees in each Category of trees that are protected (see definition).~~

~~b) Category I Trees – Broad-leaf evergreen overstory, select hardwoods, and endangered species – Trees Value Factor = 1.0.~~

~~c) Category II Trees – Some deciduous overstory hardwoods, selected cone-bearing evergreens, broad-leaf evergreen understory – Tree Value Factor = 0.75.~~

~~d) Category III Tree – Some deciduous overstory hardwoods, some cone-bearing evergreens – Trees Value Factor = 0.5.~~

~~e) Caliper Inches – For trees larger than four inches (4"), the quantity in inches of the diameter of a tree measured one foot (1') above the ground. For trees smaller than four inches (4"), the quantity in inches of the diameter of a tree measured six inches (6") above the ground.~~

~~f) Conifer Tree – Any tree with needle leaves and a woody cone fruit.~~

~~g) Deciduous Tree – Any tree which sheds its leaves in the fall or winter.~~

~~h) Drip Line – A vertical line extending from the outermost portion of a tree to the ground.~~

~~i) Endangered species – Those trees which are under the protection of State and/or Federal law.~~

~~j) Evergreen – Those trees, including broad-leaf and conifer trees, that maintain their leaves year round.~~

~~k) Line Clearance – Removal of limbs and branches within a set distance of utility lines.~~

~~l) Non-development Activity – Any alteration of the natural environment which does not require development or plot plan approval, but which would include the proposed removal or~~

~~destruction of any tree affected by this ordinance.~~

- ~~m) Private Tree – Any tree in an area owned by a private individual, business, company, industry, or institution, or in any area not owned by a governmental entity.~~
- ~~n) Protected Tree – Any tree in Category I, which is six caliper inches (6") or larger, any tree in Category II, which is ten caliper inches (10") or larger, and any tree in Category III, which is eighteen caliper inches (18") or larger, as listed as attached hereto.~~
- ~~o) Pruning – Selective removal of the upper portions of any tree, taking into account the natural shape and structure of the tree.~~
- ~~p) Public Tree – Any tree in an area owned by a governmental entity.~~
- ~~q) Replacement Tree – Any tree being planted on a site to replace a tree which has been removed or destroyed for any reason.~~
- ~~r) Street Tree – Any tree within a public right-of-way along a road, street, median, or in a similar area in which the public right-of-way borders areas owned by private citizens~~
- ~~s) Supplemental Tree – Any tree being planted on a site which is in addition to existing trees and replacement trees.~~
- ~~t) Topping – The non-selective removal of the top portions of any tree without regard to the natural shape and structure of the tree.~~
- ~~u) Tree – Any living, self-supporting woody or fibrous plant which is a conifer, evergreen, deciduous, or ornamental, as defined herein.~~
- ~~v) Tree Value Factor – The numerical value assigned to each tree Category that represents the importance of that Category of trees with respect to visual buffering, growth characteristics, native species, and aesthetics. The Tree Value Factor for trees in Category I = 1.0; Category II = 0.75; and for Category III = 0.5. The Tree Value Factor for all existing protected trees on a development site, regardless of Category = 1.0. The Tree Value Factor for all trees in screen areas = 1.0.~~

~~3.150.4. The Tree Committee. The Ashland City Municipal Planning Commission shall be charged with the responsibility of functioning as the Tree Committee of the Town. The chief enforcement officer of this ordinance (the city building inspector) shall be empowered to effectuate and implement the various provisions as cited within this Section.~~

- ~~(a) Primary Duties of the Tree Committee. The principal duties of the Tree Committee, drawing on any other local sources available, are (1) to identify special, unique, and archeologically and historically significant trees that are noteworthy and currently extant within the community, and (2) to administer all requirements that are found within this Section, in an effort to protect and preserve Ashland City's special types of trees.~~

~~3.150.5 Tree Planting:~~

- ~~(a) Public Trees. Tree planting shall be undertaken by the city in all public areas in a systematic manner to assure diversity of age, classes, and species. Areas to be planted, density, appropriate species, and other aspects of the planting function shall be determined by the Tree Committee.~~
- ~~(b) Private Trees. Planting of trees on private property is encouraged, especially in areas where the public may have an extraordinary interest. The Tree Committee will make every effort to provide information about species, planting techniques, and placement guidelines when requested by residents.~~
- ~~(c) Replacement Trees. The Planning Commission shall in the normal course of its approval process, require the planting of public trees or private trees to replace historic, unique, and/or endangered trees which have been removed, destroyed, or severely damaged during the course of development or construction, except that in no case shall replacement trees be required in excess of the Minimum ACI Density established in 3.150.7(b) of this ordinance.~~
- ~~(d) Supplemental Trees. The Planning Commission shall in the normal course of its approval~~

process, require the planting of public trees or private trees to supplement historic, unique, and endangered trees on any site proposed for development, except that in no case shall supplemental trees be required in excess of the Minimum ACI Density, established in Subsection 3.150.7, (b), of this ordinance.

- (c) ~~Prohibited Plantings. It shall be unlawful for any person to plant trees as follows:~~
- ~~(1) Within any designated or recorded sewer or water easements: Any species prone to clogging water or sewer lines with roots, including, but not limited to: Poplar, Boxelder, Silver Maple, American Elm, Catalpa, Siberian Elm, Cottonwood, Black Walnut, and Weeping Willow.~~
 - ~~(2) Within any recorded or proposed easement for overhead electric or telephone lines: Any species known to reach a mature height greater than twenty (20) feet.~~
 - ~~(3) On any public lands: Any species known to be undesirable, weak, short-lived, disease prone, or to belong to an overpopulation of its species, including, but not limited to: Boxelder (female), Silver Maple, Hackberry, American Elm, Osage Orange (female) and Cottonwood (except hybrids).~~

3.150.6 Tree Protection

- (a) ~~Public Trees. It shall be unlawful for any person to directly or indirectly cause to be removed any protected public tree as defined herein, or that is defined herein as an unique, virtually unreplaceable natural feature in terms of its historic, aesthetic and unique characteristics without first obtaining the permission of the Planning Commission or its designee.~~
- (b) ~~Private Trees. It shall be unlawful for any person to directly or indirectly cause to be removed any protected private tree as defined herein, or as described below without first having obtained the permission of the Planning Commission or its designee.~~
- ~~(1) Any private tree which has been declared a rare or endangered species by an agency of the state or federal government due to size, longevity, rarity, etc., and which is protected by the laws of the State of Tennessee or the laws of the United States.~~
 - ~~(2) Any private tree which has been declared by the Planning Commission or its designee to have real historical significance.~~
 - ~~(3) Any private tree which has been declared by the Planning Commission or its designee to have significant value by virtue of its size, species, location, appearance, or other distinguishing feature.~~

3.150.7 Development Activities

- (a) ~~Protected Trees. Developers shall indicate on site plans submitted to the Planning Commission for approval, the location of protected trees, as defined herein, which are proposed to be destroyed during the course of development. The Planning Commission may, at its option, do any or all of the following:~~
- ~~(1) Require that any protected tree(s) that is (are) destroyed be replaced according to the provisions within this Subsection 3.150.5, of the ordinance. In this respect, the replacement formula shall be that either the type and number of protected trees destroyed or the required post development ACI density shall dictate minimum replacement requirements, whichever is greater.~~
 - ~~(2) Request that the site plan be altered so as to preserve any protected tree(s).~~
 - ~~(3) Request that developer transplant any protected tree(s) to another location on the site.~~
- (b) ~~Post Development ACI Density~~
- ~~(1) There is hereby established a Minimum ACI Density, expressed as "Adjusted Caliper Inches per Acre of Area (See Section 3.150.3 herein for further guidance), for each land use classification in the Town. Within one hundred eighty (180) days following the issuance of a~~

Use and Occupancy Permit, sufficient replacement trees and supplemental trees shall be planted in order to bring the completed site to the Minimum ACI Density.

(2) The Minimum ACI Density for each primary type of land use classification shall be:

Land Use _____	Adjusted Caliper Inches at Time of Planting
Residential (total diameter required on each residential lot)	8"/lot or 1 acre whichever is greater
Service and Institutional	20"/acre
Office	20"/acre
Retail	30"/acre
Industrial	35"/acre

**Total Tree Diameters Required
for Various Types of Land Uses***

8"/Lot or Acre ACI Density	20"/Acre ACI Density Service and Institutional Uses	20"/Acre ACI Density Office- Uses	30"/Acre ACI Density Retail- Uses	35"/Acre ACI Density Industrial Uses
Residential Uses	Institutional Uses	Office- Uses	Retail- Uses	Industrial Uses

*See definitions a, b, c, d, e, i, and n, as cited herein in Section 3.150.3, for further clarification of the preceding table.

3.150.8 Tree Equivalency Table:

Category I

- Bradford Pear
- Ginkgo Black Walnut
- American Chestnut and hybrids Southern Magnolia
- Bigleaf Magnolia
- Saucer Magnolia
- Umbrella Magnolia Franklinia
- Pin Oak
- White Oak Scarlet Oak
- Southern Red Oak Willow Oak
- Chestnut Oak Northern Red Oak Shumard Oak Chinese Elm
- American Hornbeam American Beech Yellow Poplar Ohio Buckeye Japanese Zelkova
- Black Maple Norway Maple
- Red Maple
- Sugar Maple
- English Holly
- American Holly Flowering Dogwood

Category II

Bitternut Hickory
Pignut Hickory
Shellbark Hickory
Shagbark Hickory
Mockernut Hickory
Butternut
Shingle Oak
Bur oak
Blackjack Oak
Chinkapin Oak
Post Oak
Black Oak
Weeping Willow
River Birch
European White Birch
Eastern Hophornbeam
Sweetgum
London Planetree
Sycamore
Eastern Redbud
Yellowwood
Horse Chestnut
Yellow Buckeye
Chinese Parasol Tree
Mountain Laurel
Sourwood
White Ash
Green Ash
Blue Ash
White Pine

Category III

Lombardy Poplar
Black Willow
Hackberry
Winged Elm
English Elm
Slippery Elm
Rock Elm
Paper Mulberry
White Mulberry
Red Mulberry
Cucumbertree
Pawpaw
Sassafras
Downy Serviceberry
Black Cherry
Honeylocust
Black Locust

~~White Basswood~~

~~Black Tupelo~~

~~Persimmon~~

~~Shortleaf Pine~~

~~Virginia Pine~~

~~Eastern Redcedar~~

~~Eastern Cottonwood (hybrid only)~~

~~3.150.9 Average Tree Valuation Schedule~~

~~Category I \$150.00 to \$400.00 PER CALIPER INCH~~

~~Category II \$80.00 TO \$150.00 PER CALIPER INCH~~

~~Category III \$80.00 PER CALIPER INCH~~

~~3.150.10 Normal Maintenance and Pruning. Nothing in this section shall be construed in any way to prohibit or discourage the normal maintenance or pruning of trees throughout the community. Proper pruning with branch removal at branch or trunk junctures is required for all private trees. The practice of tree topping is prohibited on public trees and strongly discouraged on private trees, unless there will otherwise be potentially dangerous conditions created in relation to high voltage electric lines, etc.~~

~~3.150.11 Penalties. Any person violating this ordinance shall be deemed guilty of a misdemeanor, and according to the laws of the State of Tennessee shall be subject to the maximum fines allowed by law. Each subsequent day that any violation continues unabated shall constitute a separate offense.~~

BE IT FURTHER ORDAINED, that this Ordinance shall take effect 20 days after its final passage, the public welfare requiring it.

1st reading November 9, 2021

Public Hearing December 14, 2021

2nd reading December 14, 2021

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO



Quoted By:
 Quote Expiration:
 Quote Name:

Lori Dudley
 12/29/21
 Tyler Payments - HW Lease

Sales Quotation For:
 Town of Ashland City
 101 Court St
 Ashland City TN 37015

Tyler Fees per Transaction

Description	Net Unit Price
Incode	
Tyler Payments	
Court Tyler Payments	\$ 0.00
ERP Tyler Payments	\$ 0.00

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Incode				
Hardware				
Tyler Payments Lane 5000 Annual Terminal Lease	2	\$ 0	\$ 0	\$ 552
Tyler Payments PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 360
TOTAL:			\$ 0	\$ 912

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software, Services		\$ 912
Total Tyler Services		
Summary Total		\$ 912
Contract Total	\$ 912	

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

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

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client

the actual services delivered on a time and materials basis.

o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

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

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Monthly & Annualized Costs	
Monthly & Annualized Costs	
<u>Monthly Cost</u> – To brand, customize, access reports and payment data with unlimited logins, support and upgrades to Tyler Payments	No Cost
Development Costs	
<u>One Time Cost</u> – Complete integration into Tyler applications	No Cost
Payer Electronic Payment Costs If passing transaction costs to the payer	
<u>Payer Utility Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for utility transactions	3.00% \$2.50 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.50
<u>Payer non-utility Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for Court and Tax transactions	3.00% \$2.50 minimum
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$396 (annual recurring) Lane 5000 : \$456 (annual recurring)

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment: C8155H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Financial Information

7. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. C8155H2	- Refinance of Xerox Agreement	\$422.00	7%	\$79.00



Memorandum of Understanding
Between
Cheatham County School System
And
Ashland City Police Department

I. PURPOSE

The Larger Project. To further implement an initiative aimed at addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without the right support, is often associated with increased risk of poor outcomes in emotional, behavioral, and physical health over the Child's life span. Children exposed to violence and trauma are also at a higher risk of poor school related outcomes and are more likely to enter the criminal justice system later in life. This can contribute to generational cycles of violence and system involvement. This project directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur, by providing support and on-site, trauma focused interventions by school staff and/or mental health providers, if necessary, to children identified by local law enforcement and school personnel.

Notification of Exposure to Trauma. Acknowledging the collaborative work already underway in the community around trauma and specifically around social and emotional health within the school system, this Memorandum of Understanding ("MOU") will focus on notification to the school system by law enforcement when a child is exposed to trauma in the home or in the community to enable the child's school to handle the child with care upon his or her arrival at school the next school day following the incident. For the purpose of this MOU, the phrase "exposed to trauma" shall be construed broadly and by way of example and not by way of limitation, shall mean and include any event where a child is a victim or witness, experiences or is involved in, or is questioned relative to, any of the following: the abuse of a family member, loved one, or pet; abuse or neglect; child custody, visitation or support or other domestic relations controversy where there is law enforcement intervention; community violence; the commission of a crime; loss of a family member or friend; an overdose; the arrest of a family member; racism or any other form of discrimination; homelessness; mental illness and/or substance abuse by a parent or caregiver; hospitalization or family illness; incarceration of a parent or family member; sudden, unexpected or frequent changes in caregiver, school, program or home life; natural disasters; or similar acts or experiences. Should a law enforcement officer be uncertain as to whether to give notice to the school, judgement should be **exercised in favor of notification.**

II. Ashland City Police Department Agrees to:

- A) Send a notification to **(Cheatham)** County School System identifying children that have been present for police interactions or otherwise exposed to violence or trauma in the community following the notification protocol as outlined below.
- B) Notification shall be given by sending a **(Notification)** to the **(HWC LINK)** stating the child's name, approximate age, school attended, the approximate time of the event, and the acronym HWC.
- C) Notifications will contain **no specific** information about the incident to maintain privacy of the student and their family.
- D) Otherwise maintain the confidentiality of students and their families.

III. (Cheatham) County School System agrees to:

- A) Receive notifications, as described in section II A and B above from LE and disseminate them to the designated point person(s) within each school by forwarding to them the HWC e-mail notification from LE.
- B) Upon receipt of a Handle with Care notification identifying a child who has been exposed to trauma, the designated point person(s) within each school will then disseminate the notification to appropriate teachers, social workers, guidance counselors, and any other relevant staff.
- C) Provide identified students who are exhibiting behaviors that are not consistent with their normal manner a safe person and space where they can receive additional supports, such as postponing a test, accepting a missed assignment, or allowing the student to rest if he or she is having a hard time focusing or staying awake, but otherwise not addressing the child about the incident.
- D) Determine need for on-going counseling or other intervention if the student is not currently involved with mental health services.
- E) If necessary, the school may contact parents or guardians to obtain appropriate consents for on-going mental health services for the student.
- F) Maintain the confidentiality of student's information, including but not limited to academic records, health records, and mental health services. Notifications may be maintained for any purposes consistent with the purpose of this MOU but shall not be part of any student's permanent record.

IV. TERMINATION, ADDITIONAL AGENCIES, AND LIABILITY:

- A) Any agency has the right to cancel this MOU with 30 days written notice to the other parties. Should any LE agency terminate this MOU, then the MOU shall remain in effect as to all other agencies.
- B) Additional agencies, whether a law enforcement agency or otherwise, may become parties to this MOU with the agreement of all parties, which may be affected by the execution of

an addendum to this MOU by such agency.
C) Each party shall be responsible for the actions committed by that party and its agents. No party assumes any liability for any actions committed by any other party. However, each party to this Agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to these provisions. This cooperation will include, but is not limited to, the following:

- 1) Immediate notification to the other party of any accident or incident resulting in personal injury, damage or having the potential for liability.
- 2) Immediate notification to the other party of any claim made against it alleging liability.
- 3) Permit a party of this Agreement to conduct a parallel independent investigation of any incident, and/or
- 4) Make personnel and records available for purposes of the investigation or defense of any claim and/or legal proceeding to the extent permitted by law.

This MOU shall remain in effect until terminated as provided herein.

Effective this _____ day of _____

Ashland City Police Department

By: _____

Cheatham County Community Enhancement Coalition

By: 
Soledad Palacios DEC Coordinator

RESOLUTION NO _____

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE TOWN OF ASHLAND CITY, TENNESSEE, OF NOT TO EXCEED \$5,300,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE INTERIM FINANCING FOR THE TOWN'S NEW CITY HALL AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of the Town of Ashland City, Tennessee (the "Municipality" or the "Town"), to incur indebtedness (the "Indebtedness"), through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of providing interim financing for Town's new city hall construction, as hereinafter more fully described.

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

SECTION 1. For the purpose of providing interim financing for costs of the construction and equipping of a new city hall for the Town, and to pay costs incident to incurring the Indebtedness (collectively, the "Project"), the Municipality is hereby authorized to incur Indebtedness in the amount of not to exceed \$5,300,000, through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate, which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

SECTION 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the Municipality legally available therefor and to the extent necessary 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, and amount and for the punctual payment of said principal of, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged.

SECTION 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

SECTION 4. After the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the following notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the Town of Ashland City, Tennessee, shall have been filed with the Interim City Recorder of the Town of Ashland City, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

SECTION 5. This Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 14th day of December, 2021.

Mayor

Attest:

Interim City Recorder

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, Alicia Martin, hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "Town"), 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 Town held on December 14, 2021; (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 incurring of indebtedness in the amount of not to exceed \$5,300,000 by said Town; (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 Town this 14th of December, 2021.

Interim City Recorder

(SEAL)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE TOWN OF ASHLAND CITY, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,300,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE TOWN'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND, CERTAIN OTHER MATTERS

WHEREAS, the City Council (the "City Council"), of the Town of Ashland City, Tennessee (the "Municipality" or the "Town"), has determined that it is necessary to provide interim financing for 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 to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the Town (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the City Council of the Town to be in the best interests of the Town to obtain such interim financing for the Project through The Tennessee Municipal Bond Fund ("TMBF") fixed rate loan program;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the Municipality for the above described purposes;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted March 5, 2020, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bond, Series 2021 (Ashland City City Hall Loan) (the "Bond"), in the principal amount of not to exceed \$5,300,000, and loan the proceeds thereof to the Town pursuant to the provisions of a Loan Agreement, by and among the Town, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the City Council of the Town, has on the date hereof, adopted an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of providing interim financing the construction of the Project, in the amount of not to exceed \$5,300,000, and the Interim City Recorder has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Town;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, 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, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged;

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in a Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser"); and,

WHEREAS, the United States Department of Agriculture, acting through Rural Development ("USDA"), has issued to the Town its Letter of Conditions, in which it has agreed to purchase bonds to be issued by the Town, upon substantial completion of the Project, upon terms and conditions favorable to the Town and its citizens.

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

Section 1. Approval of the Loan. (a) For the purpose of providing funds to provide interim financing for the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the Town, the loan to the Town from the Authority is hereby authorized in the principal amount of not to exceed \$5,300,000 and the Town is hereby authorized to borrow such funds from the Authority (the "Loan").

(b) The Bond to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bond, as provided in the Loan Agreement. The Mayor and Interim City Recorder are authorized to enter into the Loan Agreement, such Loan Agreement to bear interest at a fixed rate, as the Mayor and Interim City Recorder shall determine is in the best interest of the Municipality. The Municipality shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The final rate of interest payable on the Loan Agreement shall not exceed the maximum rate of interest permitted by applicable law. The Loan Agreement shall be for a term of not to exceed three years. The final principal and interest payment dates, final interest rate payable, and the final maturity date of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the Mayor and the Purchaser, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the Town, in accordance with the terms of this Resolution and the Loan Agreement. If the Town enters into the Loan Agreement with the Authority to finance the Project, the rate of interest on the loan will include an annual administration fee equal to 15 basis points (0.15%), payable to TMBF, as the program administrator, by the Purchaser, to be paid from each periodic payment of interest on the Loan Agreement, based on the outstanding principal amount of the loan.

Section 2. Approval of Loan Agreement. The form, terms, and provision of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the City Council hereby authorizes the Mayor and the Interim City Recorder of the Municipality to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the Interim City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Section 3. Fulfillment of Obligations. The City Council of the Municipality is authorized and directed to fulfill all obligations of the Municipality under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, For the prompt payment of the Loan

Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are 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 bond to be purchased by USDA, pursuant to the Letter of Conditions, will be used in to pay the Loan in full on or before three years from the date of closing and initial funding of the Loan.

Section 5. Approval of Bond. For the purpose of providing funds to make the Loan to the Municipality evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the Municipality designated by law as the custodian of the funds, upon submission of a requisition for such funds by the Municipality to the Purchaser, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed from time to time solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality. Any monies remaining in the Project Fund after completion of the Project shall be used to pay debt service on the Bond.

Section 7. Consent to Assignment. The Municipality hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

Section 8. Reimbursement Provisions. The Town may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Authority under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The Town reasonably expects that it will reimburse such original expenditures with proceeds of the loan made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9 Arbitrage Certification. The Municipality recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price, that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Municipality agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the City Council of the Municipality that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The City Council further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond 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 Bond from becoming taxable. The Mayor and Interim City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Section 10. Miscellaneous Acts. The Mayor, the Interim City Recorder, the Financial Director, the Town Attorney, and all other appropriate officials of the Municipality 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, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, 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.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 12. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 14th day of December, 2021.

Mayor

Attest:

Interim City Recorder

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, Alicia Martin , hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "Town"), 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 Town held on December 14, 2021; (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 incurring of indebtedness in the amount of not to exceed \$5,300,000 by said Town; (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 Town this 14th day of December, 2021.

Interim City Recorder

(SEAL)

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE BY AMENDING ARTICLE III., SECTION 4.030(F) TEMPORARY USE REGULATIONS

WHEREAS, the Ashland City Planning Commission wishes to establish guidelines for temporary use permits; and

WHEREAS, the Ashland City Municipal Regional Planning Commission has recommended that the Zoning Ordinance of Ashland City be amended; and

WHEREAS, the Mayor and Council has given due consideration to said recommendation and has conducted a Public Hearing as required by law, now,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF ASHLAND CITY, TENNESSEE that the Zoning Ordinance be amended as follows:

4.030. Temporary use regulations. The following regulations are necessary to govern the operation of certain necessary or seasonal uses which are non-permanent in nature. Application for a Temporary Use Permit shall be made to the Building Inspector. Said application shall contain a graphic description of the property to be utilized and a site plan, to determine yard requirements, setbacks, sanitary facilities, and parking spaces for the proposed temporary use. The following uses are deemed to be temporary uses and shall be subject to the specific regulations and time limits which follow, and to the regulations of any district in which such use is located:

- A. Carnival or Circus: May obtain a Temporary Use Permit in the C-2, I-1 or I-2 Districts; however, such permit shall be issued for a period of not longer than fifteen (15) days. Such use shall only be permitted on lots where adequate off-street parking can be provided, only after a licensed mechanical engineer officially certifies in writing that all pertinent rides are safe.
- B. Christmas Tree Sale: May obtain a thirty (30) day Temporary Use Permit for the display and sale of Christmas trees on open lots in any district.
- C. Temporary Buildings: In any district, a Temporary Use Permit may be issued for contractor's temporary office and equipment sheds incidental to construction project. Such permit shall not be valid for more than one (1) year but may be renewed for six-month extensions; however, not more than three (3) extensions for a particular use shall be granted. Such use shall be removed immediately upon expiration of the Temporary Use Permit, whichever occurs sooner.
- D. Religious Tent Meetings: In any district, except the C-1, Central Business District, a

temporary structure may be permitted to house a religious meeting. Such permit shall be issued for not more than a thirty (30) day period. Such activity shall be permitted only on lots where adequate off-street parking can be provided.

E. Temporary Dwelling Unit In Cases of Special Hardship: In any residential district, a Temporary Use Permit may be issued to place a mobile home (double-wide excluded) temporarily on a lot in which the principal structure was destroyed by fire, explosion or natural phenomenal. The purpose of such placement temporarily shall be to provide shelter for only the residents of the principal structure during the period of reconstruction and to prevent an exceptional hardship on the same. Placement of such temporary structure must not represent a hazard to the safety, health, or welfare of the community. An applicant for a Temporary Use Permit as provided under this subsection must produce a written statement from the Ashland City Utilities System and the Cheatham County Health Department when applicable, approving the water supply and sewerage disposal systems of the temporary structure. Such a permit may be initially issued for six (6) months. A permit may be renewed for up to six (6) months at a time, the total time for all permits not exceeding a total of eighteen (18) months.

F. Temporary Use Permits: In any district other than industrial, a Temporary Use Permit may be issued for a maximum of 180 continuous days for the sale of farm produce grown on the premises. Only one permit, per location, shall be issued during a calendar year. At a minimum, 51 % of the produce must be grown on the property. All structures utilized for such sales shall be removed when not in use. Adequate off-road parking must be provided. All structures must be set back according to requirements of the district where the use is located.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect 20 days after its final passage, the public welfare requiring it.

1st reading:
Public hearing:
2nd reading:

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO



Bid Tabulation

Water Tank Repairs

Bid Opening: 12/09/2021 at 2:00 p.m.

	Company Name	Bid Totals
1.	Currens Construction Services, LLC	\$ 65,700
2.	TMI Coatings, Inc.	\$ 59,300
3.	Viking Painting, LLC	\$ 62,700
4.	Pi Hsburg Tank & Tower Co.	\$ 45,715
5.	Huffman Tank & Tower Inc	\$ 65,000
6.		
7.		
8.		
9.		
10.		



Bid Tabulation

Mowing Agreement

Bid Opening: 12/03/2021 at 10:00 a.m.

	Company Name	Bid Totals
1.	LCJW	876. ⁰⁰
2.	3C ¹⁵	4,075. ⁰⁰
3.	Bryant Shearon	2,400. ⁰⁰
4.		
5.		
6.		
7.		
8.		
9.		
10.		



Bid Tabulation

Public Works and Police

Department Roof Replacement

Bid Opening: 12/03/2021 at 10:00 a.m.

	Company Name	Bid Totals
1.	RSS	114,449
2.	Exola	334,000
3.	Collier Roofing	275,740.00
4.		
5.		
6.		
7.		
8.		
9.		
10.		