



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled City Council Meeting**  
**January 18, 2022 7:00 PM**  
**Agenda**

**Mayor:** Steve Allen

**Vice Mayor:** Daniel Anderson

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

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**CALL TO ORDER**

**ROLL CALL**

**PLEDGE AND PRAYER**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

1. [December 14, 2021 Council Meeting Minutes](#)

**SWEAR IN NEWLY ELECTED OFFICIALS**

2. Councilman Tony Young
3. Councilman Kevin Thompson
4. Councilman Tim Adkins

**NOMINATIONS FOR VICE-MAYOR**

**PUBLIC FORUM**

**REPORTS**

5. City Attorney

**OLD BUSINESS**

6. Blue Cross Healthy Places Grant
7. Bicentennial Trail Grant Update
8. City Recorder Position
9. [CCEC Memorandum for Understanding Agreement](#)
10. [Ordinance: Budget Amendment #4 \(Fire and Police\)](#)
11. [Ordinance: Amend Ordinance 561- Land Use Regulations](#)
12. [Ordinance: Redistricting Wards](#)
13. [Ordinance: Temporary Use Permit](#)

**NEW BUSINESS**

14. Events Policy
15. [Hampton Signal Change Order](#)
16. [Senior Exercise Instructor Contract](#)
17. [Merchant Agreement for Payment Processing](#)
18. [Ordinance: Budget Amendment #5 \(Senior, Fire, and Codes\)](#)
19. [Ordinance: Moving City Election](#)
20. [Ordinance: Rezone Parcel 062 035.06.000](#)

**SURPLUS PROPERTY NOMINATIONS**

21. 1996 Chevy 3500

**EXPENDITURE REQUESTS**

22. Request to Rebid Roof Replacement Public Works and Police Department

**OTHER**

**ADJOURNMENT**

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*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**  
**December 14, 2021 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

Mayor Allen called the meeting to order at 6:00 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

**PLEDGE AND PRAYER**

Councilman Adkins led the pledge and prayer.

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

1. November 09, 2021 City Council Meeting Minutes

A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the November 09, 2021 Workshop Meeting Minutes. All approved by voice vote.

**PUBLIC FORUM**

**Kevin Thompson** - Mr. Thompson stated that he wanted to make sure that everyone is on the same track regarding the Temporary Use Permit and what is best for the Town. He stated that when he first brought this to the board he was looking for something to get away from the yard sale zoning that he had. Mr. Thompson stated that the zoning board went off of some rules that other cities went by and it doesn't really work for us. He stated that he wants to make sure that we remove the 51% of growth on your own property because 75% of his yard is in his front yard and he asked who would police it. Mr. Thompson stated that it should not matter when the produce is grown as long as it tastes good. He stated that the property should be zoned C2 or farming and that the time limit should be changed.

**Denise Thompson** - Ms. Thompson stated that she was there to speak about Meals on Wheels. She stated she wanted to know why it was removed because they were told it was removed for several different reasons. Ms. Thompson stated that they wanted to know what it would take to have it return to the center and were told by the council to speak to the administration and a couple of them have done that. She stated that she was told by Ms. Batts that it would be determined by the council. Ms. Thompson stated that this was a 40-year program in this center that many seniors attended. She stated that removing Meals on Wheels was not giving the seniors their full right to exercise their social potential. Ms. Thompson stated that Kathy's Kitchen has a fee of \$5.00 that many seniors can not afford. She stated that there have been many offers for donations but we are looking at a generation that will not take charity. Ms. Thompson stated that we had seniors that thrived to go every day to have a meal and socialize but it was removed. She stated that it was removed by the Mayor and Ms. Melissa Womack and it was never voted on by the council and they are having to go through hoops to get it back in the center.

**Arion Cole** - Mr. Cole stated that he was there to see that Meals on Wheels was put back in the center. He stated that it was removed because of Ms. Womack's recommendation. Mr. Cole stated that the

Mayor gave him his word that he would speak to Meals on Wheels to get their side of the story and he has not done so. He stated that they should not have to be doing this and the council should not have let this happen.

### **PRESENTATION OF AWARDS**

At this time, Mayor Allen presented awards to the winners of the Town of Ashland City's Christmas Parade.

**Third Place** - Tim Binkley for Sherriff

**Second Place** - Town of Ashland City

**First Place** - At Home Realty

**Mayor's Choice Award** - Colby's Army

### **REPORTS**

2. City Attorney

Ms. Jennifer Noe stated that the Hidden Lakes trial will begin on January 4, 2022.

### **OLD BUSINESS**

3. Soccer Club Proposal

Mr. Sampson stated that there was no one in attendance to speak on behalf of this proposal.

4. Catfish on the Cumberland

Councilman Kerrigan stated that at workshop we discussed coming up with a policy. Ms. Noe stated that she and Scott need to look at other cities and see how they handle events like this and come up with a proposal to present in January. Councilman Greer stated that he spoke with Ms. Keenan and discussed the possibility of reducing the size of the event for the first year without beer.

5. U.S. Geological Survey Joint Funding Agreement

Chief Walker stated that this was on the agenda before but they had raised the price so we did not pay it. He stated that they have lowered it back down to the original price and he would recommend approving it. Ms. Bowman asked about the dates of the agreement and stated they would need to be changed. Ms. Noe stated that we can go ahead and approve the agreement with contingencies of a new contract and the correct dates. A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to approve the agreement with changes. All approved by voice vote.

6. 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. Bowman stated that this one will need to be deferred due to being contingent on the \$25,000.00 donation we have not received yet. A motion was made by Vice Mayor Anderson, Seconded by Councilman Kerrigan, to defer until the next meeting. All approved by voice vote.

7. 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**

Councilman Jackson asked if this was being done by codes. Chief Walker stated that it was brought up by planning. Councilman Jackson stated that he hasn't seen a tree planted since all of this started. He stated that the ordinance is not being followed. Councilman Jackson stated that before anyone starts building, they cannot cut down trees if it states they cannot cut them down and they need to plant back the trees they are supposed to. Vice Mayor Anderson stated that the ordinance conflicting with this language has already been passed. Councilman Jackson stated that it is not being followed. Chief Walker stated that according to the ordinance we are supposed to have a tree board. Councilman Jackson stated that there needs to be one because we aren't going to have any more trees. A motion was made by Councilman Greer, seconded by Councilman Jackson, to defer the Ordinance until the next meeting. All approved by voice vote.

## NEW BUSINESS

8. Tyler Merchant Accounts  
Ms. Bowman stated that this is a contract we have to do for people to make online payments. A motion was made by Vice Mayor Anderson, Seconded by Councilman Kerrigan, to approve the contract. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.
9. Recruitment Advertising Contracts  
Chief Walker stated that these are contracts to allow us to advertise for recruits through our FEMA Grant. Ms. Noe stated that she requests that the language "as allowed by law" be added to the contracts under the hold harmless indemnification clause. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the contracts with changes. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.
10. Public Works Building Xerox Upgrade  
Mayor Allen asked to defer. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to defer until the next meeting. All approved by voice vote.
11. CCEC Memorandum for Understanding Agreement  
Chief Ray requested to defer this until the next meeting. A motion was made by Vice Mayor Anderson, Seconded by Councilman Kerrigan, to defer until the next meeting. All approved by voice vote.
12. Resolution: Interim Financing City Hall  
**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** 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.
13. Resolution: Loan Agreement City Hall  
**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** A motion was made by Councilman Greer, 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.
14. Ordinance: Redistricting Wards  
**AN ORDINANCE REDISTRICTING THE WARDS FOR THE TOWN OF ASHLAND CITY, TENNESSEE** Ms. Noe stated that this is the formal Ordinance to approve the redistricting. She stated that this is for a first reading. A motion was made by Councilman Greer, seconded by Councilman Smith, to approve the Ordinance. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith.
15. Ordinance: Temporary Use Permit  
**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE BY AMENDING ARTICLE IV., SECTION 4.030(F) TEMPORARY USE**

**REGULATIONS** Chief Walker stated that he thinks we need to study this further. He stated that if the zoning is used as residential, it needs to be residential and vice versa. Chief Walker stated that it cannot be used both ways because it is being taxed for how it is used. Councilman Jackson stated this would not hurt the farmers market. Mr. Kevin Thompson stated that the farmers market is only on Saturdays. Councilman Greer asked what the percentage of outside vendors that sell at the farmers market are from outside of the City limits. Mr. Sampson stated we have maybe Five(5) vendors and four(4) of those are from outside the City. Councilman Jackson stated that looking at the business aspect of it, there are a lot of different rules when starting a business. He stated that selling veggies out of your yard is one thing but having an actual business is another. Councilman Greer stated that he would like to see some change. A motion was made by Vice Mayor Anderson, seconded by Councilman Smith, to defer until the next meeting. All approved by voice vote.

### **SURPLUS PROPERTY NOMINATIONS**

None.

### **EXPENDITURE REQUESTS**

16. Award Bid: Water Tank Repairs

Ms. Bowman stated that the lowest bidder was Pittsburg Tank & Tower at \$45,715.00. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to award the bid. All approved by voice vote.

17. Award Bid: Mowing Agreement

Mr. Sampson stated that he recommends the lower bid which came in at \$876.00 per cut. A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to award the bid to LCJW. All approved by voice vote.

18. Award Bid: Roof Replacement Public Works and Police Dept

Councilman Jackson stated he was concerned about how low the bid came in at. A motion was made by Councilman Greer to accept the lowest bid. No movement was made and the request failed. A motion was made by Councilman Kerrigan, seconded by Councilman Smith, to rebid for the roof replacement. All approved by voice vote.

### **OTHER**

Chief Walker stated that they had an applicant for a building inspector that they would like to hire instead of a building officer. After much discussion, a motion was made by Councilman Greer, seconded by Councilman Kerrigan, to hire an inspector instead of an officer. All approved by voice vote.

Councilman Adkins stated that he had a resident reach out to him regarding the sirens after the storms. He stated that they are requesting we add more sirens for weather emergencies. Chief Walker stated that he agrees and the last time they looked into them they were quite expensive. He stated that we could look at doing a little at a time. Chief Walker stated that maybe we can speak to businesses in the industrial area about chipping in since it would benefit them and their employees. Councilman Jackson asked about reverse 911. Chief Walker stated that most people no longer have a home phone anymore. He stated that the weather trends are only going to get worse.

Mayor Allen thanked Vice Mayor Anderson and Councilman Jackson for their time served on the council.

### **ADJOURNMENT**

A motion was made by Vice Mayor Anderson, Seconded by Councilman Jackson, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:52 p.m.

\_\_\_\_\_  
MAYOR STEVE ALLEN

\_\_\_\_\_  
CITY RECORDER ALICIA MARTIN, CMFO



**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

**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<br/>Budget</u> | <u>Ending Departmental<br/>Budget</u> |
|---------------------|--|---------------------------------------|
| Fire Department     | \$7,198,724.00                           | \$7,273,717.00                        |
| Police Department   | \$2,218,689.00                           | \$2,218,690.00                        |

1<sup>st</sup> reading \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
2<sup>nd</sup> 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:

| <b>Land Use</b> _____   | <b>Adjusted<br/>Caliper Inches<br/>at Time of Planting</b> |
|---|--|
| Residential (total diameter required on each residential lot) | 8"/lot or 1 acre<br>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<br>Acre ACI<br>Density | 20"/Acre<br>ACI<br>Density           | 20"/Acre<br>ACI<br>Density | 30"/Acre<br>ACI<br>Density | 35"/Acre<br>ACI<br>Density |
|----------------------------------|--------------------------------------|----------------------------|----------------------------|----------------------------|
| Residential<br>Uses              | Service and<br>Institutional<br>Uses | Office<br>Uses             | Retail<br>Uses             | Industrial<br>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.

1<sup>st</sup> reading November 9, 2021

Public Hearing December 14, 2021

2<sup>nd</sup> reading December 14, 2021

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Mayor Steve Allen

---

Interim City Recorder Alicia Martin, CMFO



ORDINANCE #

An Ordinance redistricting the Wards for the Town of Ashland City, Tennessee.

WHEREAS, a recent census was done for the year 2020, and:

WHEREAS, the Town of Ashland City desires to change the existing voting district boundaries which were last changed in 2011 by Ordinance#390 so that they are more uniform and equal in population with no more variance than plus or minus ten percent of the population and in conformance with Baker v. Carr, 369 U.S. 186 (1962) and;

WHEREAS, the Town of Ashland City's Charter provides under Section 4, "That the city shall be divided into three wards. Any existing act of ordinance dividing the city into three wards shall continue in force and effect until modified or changed as herein provided and authorized. The City Council may from time to time alter, modify or change the boundaries of existing wards, or designate new boundaries thereof, by ordinance duly enacted. The number of wards shall not be increased or decreased, nor shall the boundaries be changed within sixty days preceding an election";

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee that:

SECTION 1. Ward one boundaries shall be as follows: Starting on Hwy 12 at the Municipal Boundary at Marks Creek headed South to Hwy 49 then East up Hwy 49 to Bell Street turning right onto Bell Street headed in southerly direction to Forrest Street then continuing down fairgrounds road to Veterans Drive. Then headed west on Veterans Drive crossing Hwy 12 South following the outline of Marrowbone Creek to the Cumberland River. Then headed North along the Cumberland River to Highway 49W, State Route 249 also known as Cumberland Street. Then heading East on Highway 49W/Cumberland Street to Tennessee Waltz intersection then North on Tennessee Walt to North Main Street/State Route 12N to the beginning. This includes the following streets: Adkisson St, Beech St, 2101-3499 odd Bell Street, Birch Cir, Bluff View St, Boyd St, Brookhollow Dr, Burger Alley, Chestnut St, Cumberland St., Duke St, 101-109 odd numbers East Elm St, Elizabeth St, Fairview Cir, Forrest Ct, 101-129 Odd Forrest St, 100-106 even Forrest St, 100-266 even portion of Frey Street, Gallaher St, Gloria Cir, Hale St, Harris St, Helen St, Hibiscus Dr, Holloway Dr, Jasmine Rd, Jefferson St, Katy Ct, Lakeview Dr, Laurel Way, Lenox St West, Lowe St, Marable St, McQuarry St East, McQuarry St. West, Miller Plaza, Mulberry St, 100-1218 even North Main St, North Poole St, North Vine St, Old Cumberland St, Olive Row, Rhea St, Shinbone Alley, 100-118 even Smith St, South Main St, Spring St, Stratton Blvd, Stratton Lake Rd, Tennessee Waltz Parkway, Tucker St, Turner St, Van Hook Dr, Vine St, Walnut St, Warioto Way, Washington St, Water St, West Elm St, and Willow St.

SECTION 2. Ward Two boundaries shall be as follows: Beginning at the intersection of South Main Street/Highway 12 S and Veterans Drive heading East to the intersection with Old Hydes Ferry Pike to Sandy Run. Then running along the designated area to the city limits of Little Marrowbone Rd. From Little Marrowbone Rd. over to Caldwell including the land as shown on the Map which is Exhibit A. Following Caldwell to include property on the West side of Caldwell Rd. to it intersects with Hwy 12 South to the Davidson/Cheatham County Line **not including property outside of the City**. Beginning at the Davidson/Cheatham County line over to the Cumberland River and then North along the Cumberland River over back to Marrowbone Creek and S. Main St./Highway 12 S. This includes the

following streets: Allenwood Dr., Ashton Ln, Blue Grass Dr., West side of Caldwell Rd., Carls Pl, Cark Cir, Claudia Ln, Clifton St., Donetta Ln, Evie Ln, Fairgrounds Rd., Forrest Ct, Forrest St. 108-198 even number, Gallaher Rd, General Oakley Dr, Graham Rd, Harper Ln, Haywood Hills Rd, Hedges Ln, Hickory Cir, Hwy 12 South, Hutton Place, Little Marrowbone Rd. to county line, Maple Dr, Marrowbone Ln, Mcquarry St. East, Nimitz Cir, Old Hydes Ferry Pike – Westside, Oliver St., Patton Ct., Riverview Ln, Sandy Run Rd inside the city limits, Smith St. 101-117 odd, Smith St. 120, South Poole St, Thompson Rd., Trabue Dr, Trinity Rd., Vantage Pointe, Veterans Dr, Williamsburg Rd,

SECTION 3: **Ward Three** beginning on the South side of Spann Dr headed East along **Mark's** Creek and as shown on Exhibit A over to Hwy 49 and then crossing over to the backside of Hidden Lakes subdivision. Then East over the Bell St. following it over to Hwy 49 taking in the northern side of Hwy 49 to Main Street and the intersection of Tennessee Waltz Parkway. From Tennessee Waltz Parkway to Hwy 49W/Cumberland Street to the Cumberland River and then along the Cumberland River until the intersection of Chapmansboro Rd. This includes the following street: Alec Ct, Annette Dr, **500 Ed Harris Rd, 506 Ed Harris Rd**, Apricot Way, Arbor Loop, Ash Ct, Ashford Pl, Ashland Ct., Ashland Dr, Batson St, Bell St, 2100 -3498 even, Bellwood St, Bowker St., Brinkley St, Cedar Ct, Cheyenne Tr, Cimmaron Way, Court st, Doty Rd, Dunlop Dr, Earl Wayman Dr, Forrest St 131-199 odd, Frey St. 267-372, Highland Trail, Hummingbird Dr, Ivy Court, Johnathan Ct, Jupiter Dr, Lenox St. East, Lizzie Rd, Madison St., Mars Ct, Morgan Ct, Natures Tr, North Main St. 101-1219 odd, Oak Cir, Oak St, Orchard Ln, Overlook Dr, Peach St, Pebble Brook Dr, Pemberton Dr, Plum Dr, Ruth Dr, Saturn Ct, Skyview Dr, Spann Dr, Spears Way, Split Rail Dr, Sycamore st, Valley View St, Vaughn Rd, Venus Ct, Vine St, Waldenwood Dr,

Date of effect. This ordinance shall take effect from and after it's final passage, the public welfare requiring it.

1<sup>st</sup> reading \_\_\_\_\_

Public hearing \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder



**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

860 VISCO DRIVE  
 NASHVILLE, TN 37210-2150

615.329.4944 (p) 615.320.5236 (f)  
 www.stansellelectric.com

|  |                            |
|--|----------------------------|
| <b>To:</b> Town Of Ashland City  | <b>Contact:</b>            |
| <b>Address:</b> 233 Tennessee Waltz Parkway, Suit 103<br>Ashland City, TN 37146 CHEATHAM | <b>Phone:</b>              |
|  | <b>Fax:</b>                |
| <b>Project Name:</b> Hampton INN - Signal Modification                                   | <b>Bid Number:</b>         |
| <b>Project Location:</b> Ashland City, TN  | <b>Bid Date:</b> 9/10/2021 |

| Item # | Item Description         | Estimated Quantity | Unit | Total Price |
|--------|--------------------------|--------------------|------|-------------|
|        | New Foundation & Upright | 1.00               | LS   | \$39,460.00 |

**Notes:**

- Price includes:
  - Removal of existing foundation to 24" below grade
  - Installation of new foundation
  - Traffic control
  - Hauling off spoils
  - Tie in work
  - Removal of Existing Signal
  - Installation of New signal Support & Mast Arm
  - Backfilling Existing Foundation with topsoil

|  |  |
|--|--|
| <p><b>ACCEPTED:</b><br/>         The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p> | <p><b>CONFIRMED:</b><br/> <b>Stansell Electric Company, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Evan Carr<br/>         (615) 708-9004 ecarr@stansellelectric.com</p> |
|--|--|

**Barbara Batson  
Exercise Instructor  
388 Brock Road  
Charlotte, Tennessee 37036  
615-789-6608 or 615-594-3278**

Town of Ashland City  
Senior Center  
233 TN Waltz Parkway, Suite 103  
P.O. Box 36  
Ashland City, Tennessee 37015

**Contract for Services**

This document shall serve as a contract between Barbara Batson, Exercise Instructor, and the Town of Ashland City, Owner, for instruction of exercise classes held at the Senior Center at Ashland City. Instructor shall maintain qualification and certification as a fitness instructor, as well as maintain CPR and AED certification. Instructor will teach assigned exercise classes at current rate of pay \$30.00 per class. Term of this initial contract shall be December 1, 2021 – June 30, 2022.

  
\_\_\_\_\_  
Barbara Batson, Exercise Instructor

\_\_\_\_\_  
Steve Allen, Mayor



**SUBMITTER MERCHANT  
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

These terms and conditions, the application, forms, and other documents provided by you herewith constitute the Agreement between Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant

Paymentech, LLC, also known as Chase Merchant Services (“CMS”, “we”, or “us”), for itself and on behalf of JPMorgan Chase Bank, N.A. (“Chase”), is excited about the opportunity to join **Tyler Technologies, Inc** (referred to herein as “Submitter”) in providing you, the Merchant signing below (hereinafter referred to as “you” or “Merchant”) with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this “Agreement”) contains certain contractual commitments required by the Network Rules to be contained in each such contract.

**1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.**

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the “Network Liabilities”).

**2. Your Transactions; Chargebacks and Returns.**

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

**3. Settlement and Funding.**

- (a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS’s processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the “Settlement Account”). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from



your Transaction proceeds, we may debit your Settlement Account for such amounts ;

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

#### **4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.**

(a) The NACHA Operating Rules (“NACHA Rules”) are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions (“ACH Transactions”). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the “ODFI”, as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer’s account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer’s receiving depository financial institution (the “RDFI”, as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer’s account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

#### **5. Safeguarding Account Information; Security Standards.**

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

## 6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

## 7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

## 8. Data Security and Privacy

By signing below, you represent to us that you **do not** have access to any Account Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Account Information from Submitter. In the event that you do happen to receive Account Information in connection with the processing services provided by Submitter or CMS under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Network or applicable law and you will comply with all applicable Network Rules and Security Standards. If at any time you believe that Account Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must insure compliance with all Security Standards that are applicable to you and which may be published from time to time by the Network. If any Network requires an audit of you due to a Data Compromise Event or suspected event, you agree to cooperate with such audit. You may not use Account Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information as provided to you, or as specifically allowed by Network Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Account Information to third parties.

## 9. Definitions.

- (a) "**Card**" means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (b) "**Account Information**" is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) "**ACH**" means Automated Clearing House.
- (d) "**Chargeback**" is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) "**Customer**" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (f) "**Data Compromise Event**" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (g) "**ECP**" means electronic check processing as a means of receiving or making payment in connection with a Transaction or

Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.

- (h) **"Chase"** is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.
- (i) **"Network"** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (j) **"Network Rules"** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (k) **"CMS", "we", "our", and "us"** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (l) **"Refund"** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (m) **"Return"** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (n) **"Security Standards"** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (o) **"Transaction"** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (p) **"Transaction Receipt"** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

**I, the undersigned, individually and on behalf of Merchant, certify, represent and warrant that:**

- I am an owner, officer, partner or other authorized representative of the Merchant ("Authorized Representative"), duly authorized to:
  - enter into legally binding agreements on behalf of the Merchant;
  - execute and submit this document on behalf of Merchant;
  - provide all information contained herein (including, as applicable, banking or financial information, and personal information relating to owners, officers, partners or Merchant contacts), on behalf of the Merchant;
- all information contained within this document or submitted in connection herewith is true, complete and not misleading.
- to the extent any bank account information is being provided in connection with this document, Merchant owns such bank account, and such account is being maintained solely for business purposes and not for personal, family, or household purposes
- Chase Paymentech and Member may:
  - investigate and verify the credit and financial information of Merchant, and
  - obtain credit reports on Merchant from time to time in connection with establishing Merchant's account and maintaining the Agreement.

**If I have identified myself as an Owner of Merchant in this document, by signing below I authorize and instruct Chase Paymentech, Member, or their designee(s) to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:**

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and

- investigate and verify personal credit and financial information about me or any other owner identified herein or in the Application, the Agreement, or any other document provided by me or Merchant in connection with any of the foregoing.

**Merchant, intending to be legally bound, hereby agrees to the terms and conditions of the above Payment Processing Instructions and Guidelines.**

**Agreed and Accepted by:**

Town of Ashland City

MERCHANT LEGAL NAME

233 Tenn Waltz Pkwy, Suite 103, Ashland City, TN 37015

Legal Address

By (authorized signature)

Steve Allen, Mayor

By, Name, Title

Date

**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 \$38,000 in the General Fund; in the Senior Center Department \$5,000 for the TCAD Grant and \$13,000 for Kathy’s Kitchen, \$7,810 in the Fire Department for the COVID 19 Supplemental FEMA Grant and \$20,000 in Building and Codes for Personnel Salaries and Benefits.

**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> |
|--------------------------|--------------------------------------|-----------------------------------|
| Senior Center Department | \$393,770                            | \$411,770                         |
| Fire Department          | \$7,273,717                          | \$7,281,527                       |
| Building & Codes         | \$271,695                            | \$291,695                         |

1<sup>st</sup> reading \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor Steve Allen

\_\_\_\_\_  
City Recorder Alicia Martin, CMFO

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 035.06.000 OF CHEATHAM COUNTY TAX MAP 062, LOCATED ON HIGHWAY 12 SOUTH**

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

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

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

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

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

The property included on Tax Map 62, Parcel 035.06.000, located on Highway 12 South be rezoned from R-1 (Low Density Residential) to R-4 (High Density Residential), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of January 2022. The property 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.

First Reading: January 11, 2022  
Second Reading: February 8, 2022  
Public Hearing: January 11, 2022  
Public Hearing Advertisement December 28, 2021

ATTEST:

\_\_\_\_\_  
Mayor Steve Allen

\_\_\_\_\_  
City Recorder Alicia Martin, CMFO

