



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
July 07, 2020 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Gerald Greer, Lisa Walker, Roger Jackson, Chris Kerrigan

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

REPORTS:

1. Fire, Codes and IT Report
2. Police Department
3. Court Department
4. Senior Center
5. Parks Department
6. Public Utilities/Works
7. City Recorder
8. Financial Director

OLD BUSINESS:

- [9.](#) Comcast Franchise Agreement
- [10.](#) Resolution: Governor's Local Government Support Grant Funding
- [11.](#) Amending Title 8: Chapter 2 of the Municipal Code

NEW BUSINESS:

- [12.](#) Resolution: Updating Wage and Salary Policy and Pay Table
- [13.](#) Resolution: Updating Purchasing Policies and Procedures
14. Ordinance: Amending Title 9, Chapter 10 Mobile Food Vending
- [15.](#) Rezone Request: Highway 12- Map 62 Parcel 041.00 and 041.01

SURPLUS PROPERTY NOMINATIONS:

EXPENDITURE REQUESTS:

16. Award Traffic Signalization Bid
17. New Swings for Riverbluff Park
- [18.](#) Pitney Bowes Agreement - Public Works Postage Machine

OTHER.

ADJOURNMENT

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

Franchise Agreement

between

Town of Ashland City, Tennessee

and

Comcast of Nashville I, LLC

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AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2020 (the “Effective Date”), and is between the Town of Ashland City, Tennessee (the “Franchising Authority” or the “Town”), and Comcast of Nashville I, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled town council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and

maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written

notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for

use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to

continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Town.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of the Town of Ashland City, Tennessee.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

Town of Ashland City

Attn: [REDACTED]

ADDRESS

Ashland City, Tennessee XXXXX

COMPANY:

Comcast of Nashville I, LLC

Attn: Vice President, External Affairs

6200 The Corners Parkway, Suite 200

Peachtree Corners, Georgia 30092

With a copy to:

Comcast Cable Communications, LLC

Attn: Vice President, Government Affairs

2605 Circle 75 Parkway

Atlanta, Georgia 30339

And:

Comcast Cable Communications, LLC

Attn: Legal Department

One Comcast Center

1701 John F. Kennedy Boulevard

Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the Town of Ashland City, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Town Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

Town of Ashland City, Tennessee

By: _____

Name:

Title: Mayor

(Seal)

Attest: _____

Date: _____

Comcast of Nashville I, LLC

By: _____

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville I, LLC, a limited liability company validly existing under the laws of the State of Delaware or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of Town of Ashland City, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the Town of Ashland City, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“Signal” means any transmission of radio frequency energy or of optical information.

“Streets” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“Subscriber” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

Grants

| Grant | Acronym | Grant Numbers & Agency Notes | Project | Grant Total | City Match | Status | Assigned to: Notes |
|--|---------|--|--|----------------|--------------|--|---|
| Traffic Signal Modernization Grant | TSMG | | Updating Traffic Signalization and Crosswalk at North Main/Stratton Blvd | \$250,000.00 | \$0.00 | Waiting for awardal | Brian Stinson |
| TAP Grant | TAP | | Crossover at Chapmansboro Road for Trail connection possible bridge or crosswalk | \$650,560.00 | see below | Awarded | Brian Stinson, Scott Sampson, and Kellie Reed Waiting on contract to come in |
| Surface Transportation Block Grant | STBG | | Engineering for TAP Grant | \$151,244.00 | \$33,756.00 | Contract on the agenda 5-11-2020 | Brian Stinson Working with the state to see if this grant can cover engineering for the TAP grant. We do not have any other projects that will qualify and we need to sercure the money before we lose it. |
| Multi Modal Access Grant | MMAG | | Sidewalks and improvements from the complete streets plan | \$950,000.00 | \$50,000.00 | Not Awarded | Brian Stinson and Kellie Reed We can try again in the Fall |
| Community Development Block Grant | CBDG | | Sewer Lift Stations | \$630,000.00 | \$130,000.00 | Waiting for awardal | Kellie Reed and Clint Biggers |
| Economic Development Fast Track Grant | | | AO Smith Berm Project | \$1,200,000.00 | \$0.00 | AO Smith is awaiting final approval before biding process/construction can begin | Clint Biggers, Chuck Walker, and Kellie Reed |
| State Industrial Access Road Grant with TDOT | | TDOT Local Programs Development Grant State Project# 11950-3510-04 Project Identification# 128559.00 Agreement Number 190037 | Construction of Road beside Caymas Boats and J-turn project on Hwy 12 | ??? | \$0.00 | Phase I to start soon (surveying, environmental) | Clint Biggers, Chuck Walker, and Kellie Reed |
| Department of Justice | | | Bullet Proof Vest Grant for full-time officers | \$4,800.00 | \$2,600.00 | Reimbursement submitted. Awaiting funds | Kenny Ray |
| Tennessee Housing Development Authority | THDA | | Provide housing rehabilitation for citizens within the city limits who qualify | \$500,000.00 | \$0.00 | Waiting for awardal | Kellie Reed |
| FEMA Safer | | | Recruitment and Retention Grant | \$171,200.00 | \$0.00 | Awarded | Tracey Knack |
| Community Transportation Planning Grant | CTPG | | Transportation Signal Management Plan | \$125,000.00 | \$12,500.00 | Not Awarded | Brian Stinson |

Projects

| Project | Total | NOTES |
|---|--------------------------------|--|
| Smoke Testing/TV/GPS Project | see below | added into the STP construction project |
| Sewer Treatment Plant | \$17,000,000.00 | Working with Neal Westerman on Site and Vance Hamilton on grant possibility and financing. Working with USDA on funding and grant. Also looking into the TN Municipal Bond Fund |
| City Hall | \$5,000,000.00 | Working with USDA on funding and grant. TN Municipal Bond Fund's rates were more than USDA |
| Fire Hall | \$5,000,000.00 | Working with USDA on funding and grant. TN Municipal Bond Fund's rates were more than USDA |
| Fire Truck | \$1,100,000.00 | Working with USDA on funding and grant. USDA seems to think we will get 100K in grant money toward this project |
| Army National Guard Project Labor to construct extension of trail behind Boarders Inn | cost of construction equipment | waiting on approval |
| Red Light- Tennessee Waltz Parkway/Highway 12 | \$190,105.00 | Currently in the design phase. We have received one bill for the engineering and have forwarded to AO Smith for reimbursement. AO Smith has reimbursed us for the one engineering bill |

ORDINANCE #

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE TOWN OF
ASHLAND CITY, TENNESSEE TO AMEND TITLE 8 ALCOHOLIC
BEVERAGES, CHAPTER 2: BEER, IN ITS ENTIRETY**

WHEREAS, the Mayor and Council have previously adopted rules and regulations regarding beer sales;
and

WHEREAS, state regulations have been updated and changed since having adopted this chapter; and

WHEREAS, the Mayor and Council of Ashland City, Tennessee have given due consideration to change
the Code of Ordinances of the Ashland City and wish to update Title 8 Chapter 2.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF
ASHLAND CITY, TENNESSEE**, Title 8, Chapter 2, be amended to read in its entirety as follows:

CHAPTER 2

BEER

- Section 8-201. Beer business lawful but subject to regulation.
- Section 8-202. Definitions
- Section 8-203. Beer Board established
- Section 8-204. Inspectors
- Section 9-205. Beer manufacturing, wholesale, and distribution.
- Section 8-206. Permit required for engaging in beer business
- Section 8-207. Applications for permits
- Section 8-208. Permits not transferable and limited to location
- Section 8-209. Tax
- Section 8-210. Interference with public health and safety
- Section 8-211. Issuance of permits to person convicted of certain crimes prohibited
- Section 8-212. Issuance of permits to hotels, clubs, etc.
- Section 8-213 Sale of draft beer for off premises consumption
- Section 8-214 Prohibited conduct or activities by beer permit holders, agents, servants or employees of beer permit holders.
- Section 8-215 Suspension and revocation of beer permits and civil penalties

8-201. BEER BUSINESS LAWFUL BUT SUBJECT TO REGULATION. It shall be lawful to transport, store, sell, distribute, possess, receive, or manufacture beer of alcoholic content of not more than such weight, volume, or alcoholic content as is allowed by the statutory laws of the State of Tennessee, or any other beverages of like alcoholic content within the corporate limits of the Town of Ashland City. However, these activities, shall be subject to all the regulations, limitations, and restrictions hereinafter provided, and subject to the rules and regulations established by the City Council, privilege taxes, and regulations by the State of Tennessee.

8-202. DEFINITIONS.

- (1) "Beer" shall mean beer, ale, or other malt beverages, or any other beverages having an alcoholic content of not more than eight percent (8%) by weight, except wine as defined in TCA 57-3-101; provided, however, that no more than forty-nine percent (49%) of the overall alcoholic content of such beverage may be derived from the addition of flavors and other nonbeverage ingredients containing alcohol. Beer is currently defined in TCA 57-5-101 (b). In the event the TCA is amended in the definition of beer, then this amendment shall immediately be applicable to this section.

- (2) "Person" shall mean any private individual, partnership, joint venture, corporation and any other business entity or association.
- (3) "Premises" shall mean on the property owned, leased, or controlled by the permittee and so connected with the beer business in which the permittee is engaged as to form a component or integral part of it, including, but not limited to, the building, all decks, patios, and other outdoor service areas.
- (4) "Curb service" shall mean all sales transacted outside the building, patio, or deck where the beer business is carried on. Curb service does not include sales transacted within a designated sidewalk café, patio, or deck.
- (5) "Certified clerk" shall mean a clerk who has successfully satisfied the training requirements contained in this part, and who has received certification from a responsible vendor training program.
- (6) "Commission" shall mean the Tennessee Alcoholic Beverage Commission.
- (7) "Responsible Vendor" shall mean a vendor that has received certification from the commission pursuant to TCA 57-5-601 et. seq.
- (8) "Manufacturer" shall mean a person, partnership, corporation, or other business entity that produces beer from raw and/or processed ingredients.

8-203. Beer Board established.

- (1) A Beer Board is hereby established and created to approve and regulate all beer permits including suspension and fines for the selling, storing for sale, distributing for sale, and manufacturing of beer within the city in accordance with the provisions of this chapter and shall be known as the Town of Ashland City Beer Board.
- (2) The Town of Ashland City Beer Board shall consist of a committee composed of the Town of Ashland City Mayor and City Council. The Mayor shall serve as Chairman of the Beer Board.
- (3) The attendance of at least a majority of the members of the Beer Board shall be required to constitute a quorum for the purpose of transacting business. Matters before the board shall be decided only by a majority of the total membership of the board. Any member present but not voting shall be deemed to have cast a "nay" vote.
- (4) All meetings of the Beer Board shall be open to the public. The Town of Ashland City Beer Board shall convene when called by the Mayor or when an application for a beer permit is submitted. All members shall receive at least seven (7) days notice before a meeting and the meeting shall be advertised in the newspaper of general circulation no less than seven (7) day prior to the meeting date.
- (5) The City Recorder shall make a record of the proceedings of all meetings of the Beer Board. The record shall be a public record and shall contain at least the following: the date of each meeting; the name of the board members present and absent; the names of the members introducing and seconding motions and resolutions, etc., before the board; a copy of each such motion or resolution presented; the vote of each member thereon; and the provisions of each beer permit issued by the board as well as any suspensions or fines. The City Recorder shall also maintain an up to date list of the names and addresses of all beer permit holders.

8-204. Inspectors. The Town of Ashland City and the Cheatham County Sheriff's Department, or their designee, are authorized to inspect the premises and operations of permittees. The Tennessee Alcoholic Beverage Commission is also hereby authorized to inspect said premises and operations of permittees.

8-205. Beer manufacturing, wholesale, and distribution. The manufacturing of beer for human consumption is permitted in the Town of Ashland City but is subject to the limitations and restrictions set forth by the State of Tennessee including but not limited to the regulations set forth in TCA 57-5-101 et. seq as well as these regulations.

8-206. Permit required for engaging in beer business.

- (1) No person shall engage in the storing, selling, distribution, giving away, wholesaling, or manufacturing of beer, or other beverages of like alcoholic content, within the corporate limits of the Town of Ashland City until that person receive a permit to do so from the Beer Board. There are five types of permits that may be issued by the Board:
 - (a) Off premises permit. A retailer's "off premises" permit shall be issued to any person engage in the sale of beer for consumption and not for resale where the beer sold is not to be consumed by the purchaser upon or near the premises of the seller;
 - (b) On premises permit. A retailer's "on premises: permit shall be issued to any person engaged in the sale of beer where the beer is to be consumed by the purchaser or his/her guest upon the premises of the seller. The sell of beer may be allowed in outdoor areas as long as the outdoor area is roped off or otherwise separated by some sort of barrier from the businesses parking lot. Hotel, motels, golf courses, and private clubs may apply for on premises permit. The sale of beer at hotels, motels, golf courses, and private clubs shall be in compliance with all state laws as are applicable to these individual businesses;
 - (c) Manufacturer's permit. A manufacturer's permit to a manufacturer of beer, for the manufacture, possession, storage, sale, distribution, and transportation of the product of the manufacturer which product may be consumed upon the premises of the manufacturer to the extent permitted by state law of general application or sold for off premises consumption. A manufacturer's permit may also include the on-premises consumption of other beers manufactured by different companies and at different locations to the extent as permitted by state law. A manufacturer of beer may maintain a manufacturer's tap room for the purpose of selling beer for consumption on or off premises with a manufacturer's permit. A manufacturer's permit is subject to the limitations and restrictions set forth pursuant to all state regulations and specially those set out at TCA 57-5-101 et. seq. Only one permit is required under a manufacturer's permit for the manufacturer of beer as well as on premises and off premises consumption of beer.
 - (d) Special event permit. A "special events" permit is required to be issued to any charitable, nonprofit, or political organization engaged in the sale of such beverages where they are to be consumed by the purchaser or his/her guests upon the premises and are for the limited purpose of a limited engagement or special event. The permit shall require prior notification in writing ten days prior to the event with the organization holding the event and location of where the event is to be held. Each permit will be issued for a specific date and a specific period of time. A special event permit shall not exceed more than seventy-two (72) consecutive hours. An organization is limited to four (4) special event permits per year.
 - (e) Caterer permit. A "caterer" permit to any person or legal organization conducting a food and beverage catering business who or which has been previously issued a liquor by the drink certificate from the Tennessee Alcoholic Beverage Commission. The liquor by the drink certificate must be current and not expired or revoked at the time of the application for the caterer permit.
- (2) Fee. All applications for the issuance of any type of beer permit shall be accompanied by an application fee as specified in Appendix A for use in offsetting the expenses of investigating the applicant and processing the application. No portion of the fee shall be refunded to the applicant notwithstanding whether the application is approved or denied. Applications for a single permit for both on and off premises sales shall pay one application fee.
- (3) A permit holder must return to the town the beer permit within fifteen (15) days of termination of the business, change in ownership of more then fifty (50) percent, relocation of the business or change of the business's name; provided however, that notwithstanding the failure to return a beer permit, a permit shall expire on termination of the business, change in ownership of more than fifty (50) percent, relocation for the business or change of the business name. Upon any of these occurrences, a new permit will be required to be applied for by the business.

8-207. Applications for permits. Each application for a beer permit shall be required to complete a written application in a form as provided by the Beer Board. Each application must state all of the following:

- (1) The name, age, and address of the applicant.
- (2) The location of the premises at which the business will be conducted.
- (3) The owner or owners of such premises where the business will be located.
- (4) Name and addresses of all persons with at least a five percent ownership interest in the business applying for a license. If the applicant is a partnership, a joint venture, or a corporation, the private individual who signs the application shall indicate, in words, that the signature is a valid, binding, and legal signature on behalf of the business entity. Where it deems appropriate, the Beer Board may require the applicant to furnish as a condition of approval a certified copy of a resolution approved by the managing body of the business entity authorizing the individual signing the application on behalf of the business entity to obligate the entity.
- (5) Applicants as well as any managers of the applicant's business shall provide, at their expense, a certified criminal background check from Tennessee Bureau of Investigation. Applicant must certify that they have not been convicted of a crime of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude within the last ten (10) years.
- (6) Applicants shall submit a copy of their business license.
- (7) Applications will be submitted to the building inspector for approval.
- (8) The completed application shall be submitted to the City Recorder at least fifteen days prior to the Beer Board meeting at which it is to be considered.
- (9) Any other relevant information as may be required by the Beer Board.

8-208- Permits not transferable and limited to location.

- (1) A permit shall be valid only for the owner to whom the permit is issued, and under the name identified in the application and cannot be transferred. If the owner is a corporation, an LLC, or a partnership, a change of ownership shall occur when control of at least fifty (50%) percent of the stock of the corporation is transferred to a new owner.
- (2) A permit is valid only for a single location and cannot be transferred to another location. A permit is valid for all decks, patios, and other outdoor serving area contiguous to the exterior of the building in which the business is located and that are operated by and remain under the control of the business.

8-209. Tax. There is hereby imposed on the business of selling, distributing, storing or manufacturing beer an annual privilege tax of \$100.00. Any person, firm, corporation, or any other type of business engaged in the sale, distribution, storage or manufacture of beer shall remit the tax annually on or before January 1 to the Town of Ashland City. Failure to remit the tax by January 1 may result in automatic revocation of the license. At the time a new permit is issued to any business, the permit holder shall be required to pay the privilege tax on a prorated basis for the remaining portion of the year remaining. The tax funds collected may be used for any valid public purpose.

There is further a Wholesale Beer Tax Act as established at TCA 57-6-101 et seq. that shall be paid by all applicants. The City Recorder is directed to take appropriate action to ensure payment of the tax to the Town of Ashland City.

8-210. Interference with public health and safety. No beer permit shall be issued when the business would cause congestion of traffic or would interfere with schools, churches, or other places of public gathering, or would interfere with the public health or safety. No permit shall be issued at places within one hundred (100) feet of any school, church or other place of public gathering, as measured in a straight line from the nearest public entrance of such school, church, or other such place to the nearest public entrance of the business in which the beer will be sold. No permit shall be suspended, revoked, or denied on the basis of its proximity to a school, church, or other place of public gathering if a valid permit had been issued to that business prior to January 1, 1993 as long as the permit is not discontinued for any continuous six month period.

8-211. Issuance of permits to person convicted of certain crimes prohibited. No beer permit shall be issued to any applicant if he/she has been convicted of any violation of the laws against the possession, sale, manufacture, or transportation of beer or other alcoholic beverages or any crime involving moral turpitude, or of any felony, within the past ten (10) years and that no person to be employed by the applicant in the sale or distribution of beer has been so convicted.

8-212. Issuance of permits to hotels, clubs, etc. It shall be lawful for the Beer Board to issue a permit for the sale of any beverage coming within the provision of this chapter and pursuant to Tennessee Code Annotated by hotels, motels, clubs, or lodges.

8-213. Sale of draft beer for off-premises consumption. Draft beer may be sold for off-premises consumption only by the holder of an off-premises beer permit or manufacturer's permit. Both off-premises permit holders and manufacturer's permit holders may fill or refill growlers on demand with beer for off-premises consumption provided the label as required by this section is affixed to the growler.

Each growler must be securely sealed and removed from the premises in its original sealed condition. Each growler shall bear a twist type closure, cork, stopper, or plug. At the time of the sale and /or refilling, a paper or plastic adhesive band, strip, or sleeve shall be applied to the container or bottle and extend over the top of the closure forming a seal that must be broken upon opening of the growler.

8-214. Prohibited conduct or activities by beer permit holders, agents, servants, or employees of beer permit holders. The Beer Board shall have the power and authority to revoke or suspend any permits issued by it for any violation of any provisions of state law or for any of the criteria set out below. It shall be unlawful for the following:

- (1) Operate a disorderly place by allowing boisterous or disorderly conduct or any other such activity.
- (2) Has been convicted for the possession, sale, manufacture, or transportation of intoxicating liquor or any crime involving moral turpitude or a felony.
- (3) Sales beer to a person under the age of twenty-one (21).
- (4) Has made a false statement or misrepresentation of a material fact to the board.
- (5) Brings, causes, or allows any illegal substance on the premises.
- (6) Makes or allows any sale to any intoxicated person or to any feebleminded, insane, or otherwise mentally incapacitated person.
- (7) Sell on the premises any alcoholic beverage with an alcoholic content of more than eight percent (8%) by weight without the appropriate license from the Tennessee Alcoholic Beverage Commission.
- (8) Allow the place of business to become a public nuisance or a nuisance to law enforcing agencies of the Town of Ashland City, or contribute to creating or maintaining a public nuisance.
- (9) Fails to provide and maintain sanitary toilet facilities or fails to comply with any state, county, or local health laws and regulations.
- (10) Has their license with the Tennessee Alcoholic Beverage Commission suspended or revoked.
- (11) Not paying all taxes as due to the Town of Ashland City as set out by this Ordinance and state law.
- (12) Allow beer to be sold through any drive-through, delivery window or curbside service.
- (13) Allows any intoxicated person to loiter on or about the premises in which said intoxicated person is a nuisance or becomes disorderly.
- (14) Allow the sale of draft beer for off premises consumption in any container that is not approved by this Ordinance and does not have the appropriate seal.
- (15) The permit holder shall be held strictly accountable for any actions of his employees which violate any of the above restrictions.

8-215. Suspension and revocation of beer permits and civil penalties. All permits issued by the Beer Board under the provisions of this chapter shall be subject to suspension or revocation by the board for the violation of any of the provisions of this chapter or of state law. Suspension or revocation proceedings may be initiated by the Police Chief, Mayor, City Attorney, or any member of the Beer Board. The board is vested with full and complete power to investigate charges against any permit holder

and to cite any permit holder to appear and show cause why his permit shall not be suspended or revoked or a civil penalty imposed. Complaints may be filed against any permit holder by any citizen and shall be made in writing to the board.

For all hearings before the board for violations, the board shall notify the permittee of said violations by written notice to appear giving the date, time and location. Said notice shall be served on the permittee at the address indicated by the permittee and shall be served either in person or by certified mail. The notice shall be served at least five (5) days before the date of the hearing. Adequate public notice shall also be given. The chairman of the board is authorized to compel the attendance of witnesses by subpoena issued by the Court Clerk of the Town's Municipal Court.

All action taken by the board shall be final. No new permit shall be issued for the sale of beer at the same location once it is revoked unless one year has lapsed or there has been a change of ownership. A change in ownership means outside the immediate family of the original individual owners, and further means that no original owner or his/her immediate family continues to have any interest in the business.

If the permittee shall be certified as a Responsible Vendor pursuant to TCA 57-5-608 et.seq., the permittee shall furnish a copy of such certification to the Beer Board prior to the meeting. The Beer Board shall be subject to all restrictions as set out pursuant to TCA 57-5-608 in instituting any revocation, suspension, or civil penalty.

The Beer Board may, at the time it imposes a revocation or suspension, offer a permit holder the alternative of paying a civil penalty not to exceed two thousand five hundred dollars (\$2,500) subject to all other restrictions if the permittee is a Responsible Vendor. The permit holder shall have seven (7) business days to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is paid within that time period, the revocation or suspension shall be deemed withdrawn. The Beer Board for all first-time violations shall consider giving the alternative for a civil penalty.

BE IT FURTHER ORDAINED, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

First Reading June 9, 2020

Public Hearing

Second Reading

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

APPENDIX A- Town of Ashland City Beer Code

| | |
|--|---------------|
| Application fee- beer permit, manufacturing on premises, off premises catering | \$250.00 each |
| Beer Permit Special Event | \$150.00 each |

Resolution 2020-

**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**

WHEREAS, the City Council for the Town of Ashland City has previously adopted Resolution 2017-31 establishing a Wage and Salary Policy designed to provide a means to select, develop and maintain an effective municipal work force; and

WHEREAS, the City Council for the Town of Ashland City wishes to amend the policy and the attached exhibit; and

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Wage and Salary Policy, attached hereto, is hereby amended and approved and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of July, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

Town of Ashland City Wage and Salary Policy

I. Purpose

The pay plan is intended to provide fair compensation for all employees in consideration of pay ranges for other employees, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the municipality and other factors. Further this plan is intended to provide guidelines for the administration of employee salaries, including starting pay rates, pay increases, promotional increases, and other salary adjustments.

II. Policy Objectives

This policy is intended to promote the following:

- A. Ensure competitive pay practices to allow the Town of Ashland City to effectively compete in the market for the talent needed to meet and exceed its performance standards.
- B. Ensure fair and unbiased treatment of employees relative to pay administration.
- C. Ensure that Town of Ashland City salary expense is consistent with taxpayers' expectations for reasonable labor costs.

III. Composition

The pay plan for the Town of Ashland City shall consist of minimum and maximum pay rates for comparable positions. The pay plan is documented in the wage & salary policy, see addendums.

IV. Maintenance of the Pay Plan

The Mayor will, from time to time, make comparative studies of all factors affecting the level of salary ranges and will recommend to the City Council such changes in the salary ranges as appear to be in order.

V. Job Descriptions

A written job description is to be developed and maintained for each position recognized by the Town of Ashland City. Job descriptions are to follow the prescribed format (see Exhibit D). Once a year job description is to be reviewed by incumbents and supervisors to ensure they are up to date. Supervisors are responsible for accurate up-to-date job documentation.

VI. Employee Classifications

- 1. **Exempt Employees** – An employee is exempt from the overtime provisions of the Fair Labor Standards Act, if they are classified as an executive, professional or administrative and meet specific criterion for exemption and must be paid at least \$684 weekly. All salaried positions are required to work a minimum of eighty (80) hours per pay period, at their office or city property, unless otherwise approved by the Mayor. Any time less than eighty (80) hours is to be made up using leave (Vacation, Sick, or Holiday leave) with prior approval by the Mayor.

2. **Non-exempt Employee** – An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 in a workweek (except as FLSA allows for police officers and fire fighters.)

Overtime- When it becomes necessary for an employee to work overtime hours, regular employees, part-time employees, and temporary employees shall be paid according to the prevailing salary schedule. Overtime work will be compensated according to the FLSA provisions at a rate of 1 ½ times the employee’s regular rate. Overtime work may also be paid with compensatory time at a rate of 1 ½ times the hours worked in accordance with the FLSA. Non-emergency overtime work must be authorized in advance by the Mayor or department head. Employees exempt from the overtime requirements of the FLSA will not receive overtime compensation, with the exception of emergency pay in the event of a disaster. All compensation time must be paid/used by the end of the fiscal year. Overtime for non-exempt employees is paid for hours worked over 40 per week. Exceptions are made by FLSA for police officers and fire fighters on different shifts. Overtime must be authorized in advance. Sick time is not counted as hours worked for overtime calculations.

Compensatory Time – Overtime may be paid as monetary compensation, compensatory time or any combination of money and compensatory time equivalent so long as the premium pay is at least ‘time and one-half’. There must be an agreement of payment before the overtime is worked. An employee may not accrue more than 150 hours of compensatory time. Upon termination, an employee must be paid for compensatory time accrued.

On-Call Pay- When an employee is on call, he/she will receive compensation based on the number of days in the weekend. If the employee is on call during a two-day weekend, he/she will receive a payment of forty-eight (48) dollars additional pay on their paycheck. For three-day weekends seventy-two (72) dollars on call pay and for four-day weekends ninety-six (96) dollars on call pay. If the employee is called in to work during the on-call week, they will receive two hours on call pay calculated based on the on-call rate formula set by federal wage policy.

Call-In Pay- Employees who are called into work for emergencies, regardless of hours worked during the regularly scheduled workweek, he/she will receive call in pay based on 1 ½ times the employee’s regular pay rate.

3. **On-Duty** – An employee is considered ‘on-duty’ at any time for which the City compensates the employee, which includes lunch and breaks for police officers and fire fighters. All other employees are not compensated for lunch.

Emergency Pay – The city shall provide its employees who are considered “exempt” under the Fair Labor Standards Act with emergency pay for every hour worked in excess of forty (40) hours during their normal work when responding to an officially declared local, state or federal disaster or state of emergency. Emergency pay shall only be provided for performing essential services as approved by the Mayor at his or her discretion that the need for disaster or emergency response has ended.

Documentation – To assist the Federal Emergency Management Agency (FEMA) reimbursement process, exempt employees receiving emergency pay shall maintain accurate and detailed documentation defining the duties performed and the hours worked.

VII. Pay Table

A. Number of Pay Grades

Pay is to be administered within ten classifications or pay grades.

B. Pay Ranges

Each pay grade falls within a pay range. Pay ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

C. Adjustment of Pay Table

The pay table starting salary, midpoint and highest salary amount will increase the approved percent of the cost of living increase each July. The pay table is subject to review on an annual basis and will be adjusted if necessary to ensure that the Town's pay practices remain competitive with changes in labor market conditions. As appropriate, this review will consist of:

- Gathering comparative salary data for benchmark jobs from published sources or direct contacts with competing employers,
- Comparing market salary data obtained for each benchmark job with the corresponding pay range, and
- If necessary, adjusting the pay ranges approximate market value for jobs in each pay range, or, if appropriate, amending the pay range.

D. Assignment of Positions

Each position is to be assigned to the pay grade for which best matches the competitive market value for the job. Deviations may be made if strategic business considerations dictate that certain positions (not employees) should be valued differently than their market value.

VIII. Rates of Pay

In accordance with the Fair Labor Standards Act (FLSA), no employee, whether full-time, part-time, or probationary, shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

A. Salary Rates

Salary ranges, as seen in Exhibit II, are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

B. Starting Rates

The minimum rate established for a class is the normal hiring rate except in those cases where unusual circumstances (such as inability to fill the position at the hiring rate or exceptional qualifications of an applicant) appear to warrant employing an individual at a higher rate in the pay range. Any department head desiring to appoint an applicant to start at a salary above the minimum must submit justification to the Mayor for approval. Such appointments shall be made only in exceptional cases as decided by the Mayor and/or governing body only after the current pay rates, qualifications, and skill levels of existing job incumbents are carefully considered.

C. Rates Above the Pay Range

Each pay range is intended to serve as a guideline for management for the highest pay rate the Town of Ashland City will normally pay an employee for a particular job; however, if any employee has reached the highest salary for their position they are still eligible for cost of living raises or other raises given to all employees.

D. Rates Below the Minimum

It is possible that employees' pay rates, probably for recent hires, will occasionally fall below the pay range upon adjustment of the pay table (see IV C above). Normally, the pay rates of such employees will be immediately adjusted to the new pay range at the time the new pay table becomes effective.

E. Hourly Rates

Employees paid on an hourly rate basis excluding salaried exempt employees as set out by the Department of Labor are paid for all time actually worked. The Mayor and City Council shall appropriate by budget all salaries paid by the city. Due consideration shall be given to duties performed, responsibilities, technical knowledge, and skills required to perform the work satisfactorily, the labor market, and availability of people having the desired qualifications.

IX. Timesheets

It is the responsibility of the employee to complete timesheets accurately reporting hours worked, paid time off taken, overtime, and on call pay. Any unpaid leave should be approved by the mayor or immediate supervisor and will be notated on the timesheet. Employee paychecks are issued by what is reported on the timesheet to the finance department. The immediate supervisor will review and sign the timesheet for accuracy. As stated in the Employee Manual, Section II. Employment Subsection O. Attendance, "Employees found cheating on their timesheets will be subject to immediate dismissal."

X. Pay Adjustments

A. Pay Increases

1. Eligibility

All non-probationary full-time and part-time employees in good standing ~~whose current pay rate is within pay range~~ are eligible for a pay increase in July each year, subject to appropriation by City Council as part of the annual budget process.

Employees who have been placed on disciplinary status or who have not received a good standing annual evaluation will not receive a pay increase. For recently hired employees still on probationary status, eligibility for pay increase is to be delayed until the end of their probationary period.

Note: Jobs requiring employees earn certification per state regulations- An employee who has **not** earned certification in a job that **requires** it. The employee will be ineligible for any pay increase until after the time frame in which certification is earned as stated in the job description. In such cases an employee's pay rate would be adjusted to the appropriate pay rate once the employee receives certification.

2. Pay Increase Amount

The base pay rate of employees eligible to receive a pay increase will be increase as determined and at the discretion of the department head and mayor based on evaluation and merit. All pay increases will then be presented to the council for approval and justification during the annual budget appropriation process.

3. Pay Increases-Employees on Leave of Absence

Scheduled pay increases will be postponed for employees on approved non-job related medical or personal leave of absence until they return to work. Pay increases will be postponed beyond the date of return to work in cases where such absence exceeds four months (will normally be postponed one additional month for every

month of leave beyond four). Pay increases will not be delayed for worker's compensation related medical leave of absence.

4. Pay Increases-Employees on Light Duty

Employees in light duty positions are eligible for a pay increase.

B. Pay Table Adjustment Increases

As indicated in IV C above, the pay table may be adjusted periodically to keep pace with the labor market. This adjustment will be effective July 1 (the beginning of the fiscal year) after receiving City Council approval voted on by resolution.

C. Longevity Payments

1. Eligibility

Full-time employees after three years of service will begin receiving a longevity payment of \$100 per year of service, subject to appropriation by City Council as part of the annual budget process.

Part-time employees after three years of service will begin receiving a longevity payment of \$50 per year of service, subject to appropriation by City Council as part of the annual budget process. **Longevity payments are not included in an employee's base salary.**

2. Payment Date

The longevity payment is to be paid in the month of November.

3. Withholdings

Longevity payments will be subject to standard tax withholding excluding retirement.

D. Promotional Increases

1. Definition of Promotion

Placement of an individual in a job which is in a pay grade that is higher than the individual's current pay grade will be considered a promotion. (Temporary job reassignments of less than six months will not normally be considered a promotion.)

2. Increase Amount

Upon promotion the individual's salary is to be adjusted to reflect the increased demands and responsibility of the new position. Normally, the employee's pay rate will be increased to represent at least a 5% increase over his/her current pay rate as determined appropriate by the mayor and department head.

E. Temporary Reassignment

Adjustments to pay rates of employees assigned temporarily (for less than six months) to perform work of higher-level jobs will be made at the discretion of management.

F. Lateral Job Reassignments

Reassignment from one job to another in the same pay grade will be considered a lateral move. No immediate adjustment to pay will be made.

G. Demotions or Reassignment to a Lower Pay Grade

Demotions occur when an employee is returned or transferred to a position in a lower pay grade. Additionally, employees may voluntarily ask to move to a job in a lower pay grade, perhaps through the job posting/bidding process. If an employee was promoted and subsequently returns to the original (lower) job, his/her pay rate would be adjusted to the rate it would equal if the promotion had not occurred. Whether or not a reduction in pay should occur in other situations depends on consideration of the following:

1. Was the demotion related to employee's performance or to a reduction in force or organizational change?

2. How will the employee's pay rate compare with pay rates of other incumbents in a lower graded job or similar jobs?
 3. How long has the employee been in the higher-level job?
 4. What has been the Town of Ashland City's past practice in similar situations?
- It is often sound practice to reduce the employee's pay rate to be consistent with rates of pay of other incumbents in the new job who possess similar skills and tenure.

H. Re-Classification of Position

A review of market salary data for the purpose of adjusting the pay table or at any other time may suggest that a job should be re-classified to a higher or lower pay grade. Normally, consistent data obtained for two periods over a span of eighteen to twenty-four months are required to confirm such a trend and justify re-classification. This may occur as the job responsibilities evolve over time. Section "G" above would apply to re-classification of a job to a lower pay grade. For an employee whose position was re-classified to a higher pay grade, the employee's pay would be adjusted in the pay range closest to but no less than his/her current pay rate. Significant changes in job responsibilities within a short time period will normally be treated as a promotion.

XI. Paychecks

All employees of the Town of Ashland City shall be issued pay on a biweekly basis. If you have questions about your work time, salary or paycheck, call it to the attention of the City Clerk/Recorder within the pay period in question or immediately thereafter. Checks are picked up from each department by department head each pay day. If you are absent on payday and wish to have someone else obtain your check for you, you may give a verbal confirmation authorizing the city to give your check to the bearer.

1. **Final Paycheck** – The final paycheck for a resigning employee will be made available on his/her regular payday.
2. **Lost Paychecks** – Employees are responsible for their paychecks after they have been issued. Checks lost or otherwise missing should be reported immediately to the City Recorder so that a stop payment order may be initiated. The Recorder will determine if and when a new check should be issued to replace a lost or missing check. Cost of stop payment of check will be paid by the employee.
3. **Unclaimed paychecks** – Paychecks not claimed by employees within ten (10) days of the date issued must be returned by the supervisor to the City Recorder.

XII. Payroll Deductions

The following deductions will be made when authorized by an employee:

1. **Federal Income Tax:** Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by each individual. Employees are required to keep on file with the municipal government a copy of the W-4 form. In the event of changes in the employee exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made.
2. **Social Security/Medicare:** Social Security payments and deductions will be made according to the Social Security Act. The City Recorder shall keep such records and make such reports as may be required by applicable state and federal laws or regulations.
3. **Other:** Other City authorized deductions will be made from an employee's pay only with the employee's signed consent or as required by law.
 - a. Medical insurance
 - b. Life insurance
 - c. Vision insurance
 - d. Supplemental insurance

- e. Additional life insurance
- f. Deferred compensation payments
- g. Dental insurance
- h. Child support garnishments
- i. Any other garnishments or deductions agreed to or required by law
- j. TCRS Retirement will be taken out of an employee paycheck after 30 day's employment at a rate of 5% of gross total per paycheck.
- k. Any court order for garnishments or child support will be taken as ordered by the court.
- l. Other city-authorized deductions may be made from an employee's pay only with the employee's signed consent.

If all leave has been exhausted, an employee must make arrangements to cover any premiums or deductions not covered by the city's umbrella plan. Additional coverages being paid by the city is done as a courtesy and benefit for the employee but is not the responsibility of the city. These are the responsibility of the employee. Arrangements must be made with the City Recorder before the leave is exhausted. The city will not continue to pay additional premiums or deductions, if the employee has made no arrangement. Any arrangement for repayment will not exceed 6 months without approval from the Mayor.

EXHIBIT 1
The Town of Ashland City Job Description Format

JOB DESCRIPTION

Town of Ashland City
(Department)
(Location)

| | |
|------------------------------|---------------------------------|
| CLASSIFICATION TITLE: | (Job Title) |
| DEPARTMENT: | (Department) |
| REVISION DATE: | (Last date of Council Approval) |
| REPORTS TO: | (Department Head's Title) |
| EMPLOYMENT STATUS: | (Full-time or Part-time) |
| FLSA STATUS: | (Exempt or Non-exempt) |
| PAY RANGE: | (Pay Grade) |

JOB SUMMARY

(A brief one or two sentence description of the purpose of the job)

ESSENTIAL DUTIES AND RESPONSIBILITIES

(Brief statements, in descending order of importance based on frequency and impact, of the essential job functions. Essential function are those:)

- (For which the position exists to perform ex: data entry operator job exists to operate computer keyboard to input data)
- (For which there are a limited number of other employees available to perform the function)
- (Highly specialized in nature requiring incumbents to be hired specifically because of the skill or ability to perform them)

QUALIFICATIONS

(Brief description of the following job requirements)

- (Education)
- (Experience)
- (Certificates, Licenses, Registrations which include time allowed to become certified)
- (Special Requirements)

REQUIRED KNOWLEDGE AND ABILITIES

(Brief description of required knowledge, skills, and abilities)

EQUIPMENT OPERATED

- (Computer, printer, various office machines (phone, calculator, copier, etc.)
- (software)
- (Microsoft Office Suites)
- (Cell phone)

WORKING CONDITIONS

- (Working conditions are in an office environment)
- (Working environment is office setting with some lifting of office supplies weighing up to 20lbs)
- (Located in a busy office, faced with constant interruptions)

USUAL PHYSICAL DEMANDS

(Brief description of requirements for lifting, walking, sitting, seeing, hearing, reaching, feeling, and talking)

EMPLOYEE AWARENESS

- Implement and assure adherence to The Town of Ashland City policies and procedures regarding Equal Employment Opportunity.
- Adheres to The Town of Ashland City initiative on business ethics and conduct.
- Adheres to federal/state laws and relations regarding MSDA, OSHA and EPA compliance.

This is not necessarily an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job, or to require that other, or different tasks be performed when circumstances change (i.e. emergencies, changes in personnel or workload, etc.).

MANAGEMENT APPROVAL

Manager's Signature

____/____/____
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

____/____/____
Date



EXHIBIT II

Town of Ashland City

Pay Table

| Pay Grade | Job Title | | Pay Range | | |
|----------------------------------|--|-----------------------------------|-----------------|-------------|----------------|
| | | | Starting Salary | Midpoint | Highest Salary |
| 10 | Public Utilities/Public Works Director | | \$66,090.00 | \$77,753.00 | \$100,107.00 |
| 9 | City Recorder | Fire and Codes Director | \$59,141.00 | \$69,577.00 | \$85,998.00 |
| | Police Chief | | | | |
| 8 | Deputy Fire Chief | Court Clerk | \$52,923.00 | \$62,262.00 | \$80,163.00 |
| | Assistant Police Chief | Parks Director | | | |
| | Financial Director | | | | |
| 7 | Fire Marshal | Wastewater Plant Chief Operator | \$47,358.00 | \$55,715.00 | \$71,734.00 |
| | Water Plant Chief Operator | Fire Department Captain | | | |
| | Police Detective | Building Inspector | | | |
| 6 | Building Codes Officer | Senior Center Director | \$42,378.00 | \$49,857.00 | \$61,623.00 |
| | Utility Maintenance Supervisor | Waste Water Plant Operator III | | | |
| | Water Plant Operator III | Police Sergeant | | | |
| | Firefighter II/Paramedic | | | | |
| 5 | Street Maintenance Supervisor | Police Corporal | \$37,923.00 | \$44,615.00 | \$55,145.00 |
| | Mechanic II | Firefighter II | | | |
| | Water Plant Operator II | Part-time Firefighter | | | |
| | Lead Accounting Clerk | Waste Water Plant Operator II | | | |
| 4 | Administrative Assistant (Fire) | Administrative Assistant (Police) | \$33,935.00 | \$39,924.00 | \$49,347.00 |
| | Cross Connection Coordinator | PW/PU Administrative Assistant | | | |
| | Senior Equipment Operator | Parks Maintenance Supervisor | | | |
| | Mechanic I | Building Maintenance Assistant | | | |
| | Water Distribution/Waste Water Collection Specialist | Court Officer | | | |
| | | Police Officer | | | |
| | Athletic Supervisor | Firefighter I | | | |
| | Lead Deputy Court Clerk | Accounting Clerk II | | | |
| Assistant Senior Center Director | | | | | |
| 3 | Water/Wastewater Distribution/Collections Assistant | Accounting Clerk I | \$30,367.00 | \$35,726.00 | \$44,158.00 |
| | | Police Clerk | | | |
| | Water Plant Operator I (no license) | Streets Maintenance Assistant | | | |
| | Judicial Commissioner | Deputy Court Clerk I | | | |
| | Waste Water Plant Operator I (no license) | Mayor's Administrative Assistant | | | |
| 2 | Senior Center Activities Coordinator | | \$27,174.00 | \$31,969.00 | \$39,514.00 |
| 1 | Janitor | | \$21,760.00 | \$25,600.00 | \$31,642.00 |



EXHIBIT II

Town of Ashland City Pay Table

| Pay Grade | Job Title | | Pay Range | | |
|----------------------------------|---|--|-----------------|-------------|----------------|
| | | | Starting Salary | Midpoint | Highest Salary |
| 10 | Public Utilities/Public Works Director | | \$67,412.00 | \$79,309.00 | \$102,110.00 |
| 9 | City Recorder | Fire and Codes Director | \$60,324.00 | \$70,969.00 | \$87,718.00 |
| | Police Chief | | | | |
| 8 | Deputy Fire Chief | Court Clerk | \$53,982.00 | \$63,508.00 | \$81,767.00 |
| | Assistant Police Chief | Parks Director | | | |
| | Financial Director | | | | |
| 7 | Fire Marshal | Water/Wastewater Plant Chief Operator | \$48,306.00 | \$56,830.00 | \$73,169.00 |
| | Water Plant Chief Operator | Fire Department Captain | | | |
| | Police Detective | Building Inspector | | | |
| 6 | Building Codes Officer | Senior Center Director | \$43,226.00 | \$50,855.00 | \$62,856.00 |
| | Utility/Street Maintenance Supervisor | Waste Water Plant Operator III | | | |
| | Water/Wastewater Plant Operator III | Police Sergeant | | | |
| | Firefighter II/Acting Fire Inspector | | | | |
| 5 | Street Maintenance Supervisor | Police Corporal | \$38,682.00 | \$45,508.00 | \$56,248.00 |
| | Mechanic II | Firefighter II | | | |
| | Water/Wastewater Plant Operator II | Part-time Firefighter | | | |
| | Accounting Clerk II | | | | |
| | Lead Accounting Clerk | Waste Water Plant Operator II | | | |
| 4 | Administrative Assistant (Fire) | Administrative Assistant (Police) | \$34,614.00 | \$40,723.00 | \$50,334.00 |
| | Cross Connection Coordinator | PW/PU Administrative Assistant | | | |
| | Senior Equipment Operator | Parks Maintenance Supervisor | | | |
| | Mechanic I | Building Maintenance Assistant | | | |
| | Water Distribution/Waste Water Collection Specialist | Court Officer | | | |
| | | Police Officer | | | |
| | Athletic Supervisor | Firefighter I | | | |
| | Lead Deputy Court Clerk | Accounting Clerk II | | | |
| Assistant Senior Center Director | Accounting Clerk I | | | | |
| 3 | Water/Wastewater Distribution/Collections Assistant | Accounting Clerk I | \$30,975.00 | \$36,441.00 | \$45,042.00 |
| | | Police Clerk | | | |
| | Water/Wastewater Plant Operator I (no license) | Streets Maintenance Assistant | | | |
| | Judicial Commissioner | Deputy Court Clerk I | | | |
| | Waste Water Plant Operator I (no license) | Mayor's Administrative Assistant | | | |
| 2 | Senior Center Activities Coordinator | Court Officer | \$27,718.00 | \$32,609.00 | \$40,305.00 |
| | | Judicial Commissioner | | | |
| | Director | | \$22,196.00 | \$26,112.00 | |



EXHIBIT II

Town of Ashland City

Pay Table

| Pay Grade | Job Title | | Pay Range | | |
|---------------------|--|---------------------------------------|-----------------|-------------|----------------|
| | | | Starting Salary | Midpoint | Highest Salary |
| 10 | Public Utilities/Public Works Director | | \$67,412.00 | \$79,309.00 | \$102,110.00 |
| 9 | City Recorder | Fire and Codes Director | \$60,324.00 | \$70,969.00 | \$87,718.00 |
| | Police Chief | | | | |
| 8 | Deputy Fire Chief | Court Clerk | \$53,982.00 | \$63,508.00 | \$81,767.00 |
| | Assistant Police Chief | Parks Director | | | |
| | Financial Director | | | | |
| 7 | Fire Marshal | Water/Wastewater Plant Chief Operator | \$48,306.00 | \$56,830.00 | \$73,169.00 |
| | Police Detective | Fire Department Captain | | | |
| | Building Inspector | | | | |
| 6 | Building Codes Officer | Senior Center Director | \$43,226.00 | \$50,855.00 | \$62,856.00 |
| | Utility/Street Maintenance Supervisor | Police Sergeant | | | |
| | Water/Wastewater Plant Operator III | Firefighter II/Acting Fire Inspector | | | |
| 5 | Accounting Clerk II | Police Corporal | \$38,682.00 | \$45,508.00 | \$56,248.00 |
| | Mechanic II | Firefighter II | | | |
| | Water/Wastewater Plant Operator II | Part-time Firefighter | | | |
| 4 | Administrative Assistant (Fire) | Administrative Assistant (Police) | \$34,614.00 | \$40,723.00 | \$50,334.00 |
| | Cross Connection Coordinator | PW/PU Administrative Assistant | | | |
| | Senior Equipment Operator | Parks Maintenance Supervisor | | | |
| | Mechanic I | Assistant Senior Center Director | | | |
| | Water Distribution/Waste Water Collection Specialist | Accounting Clerk I | | | |
| | | Police Officer | | | |
| Athletic Supervisor | Firefighter I | | | | |
| 3 | Water/Wastewater Distribution/Collections Assistant | Deputy Court Clerk I | \$30,975.00 | \$36,441.00 | \$45,042.00 |
| | | Police Clerk | | | |
| | Water/Wastewater Plant Operator I (no license) | Streets Maintenance Assistant | | | |
| | Mayor's Administrative Assistant | | | | |
| 2 | Senior Center Activities Coordinator | Court Officer | \$27,718.00 | \$32,609.00 | \$40,305.00 |
| | Judicial Commissioner | | | | |
| 1 | Janitor | | \$22,196.00 | \$26,112.00 | \$32,275.00 |

* Pay rate for pay grade's 1 & 2 are based on full-time employment.

RESOLUTION# 2020-

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION 3 OF THE PURCHASING POLICES AND PROCEDURES

WHEREAS, Section 31 of the City Charter of the Town of Ashland City, states the Mayor and City Council shall set purchasing procedures which shall be in compliance with state law.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the following be declared the official purchasing procedures for the Town of Ashland City.

Section 1: Definitions

Accept. To receive with approval or satisfaction.

Acknowledgment. Written confirmation from the vendor to the purchaser of an order implying obligation or incurring responsibility.

Agreement. A coming together in opinion or determination; understanding and agreement between two or more parties.

All or none. In procurement, the Town reserves the right to award each item individually or to award all items on an “all or none” basis.

Annual. Recurring, done, or performed every year.

Appropriations. Public funds set aside for a specific purpose or purposes.

Approved. To be satisfied with; admit the propriety or excellence of; to be pleased with; to confirm or ratify.

Approved equal. Alike; uniform; on the same plane or level with respect to efficiency, worth, value, amount or rights.

Authorized town employee. A Town employee who has been granted the authority to commit city funds to a vendor.

Award. The presentation of a contract to a vendor; to grant; to enter into with all required legal formalities.

Awarded bidder. Any individual, company, firm, corporation, partnership or other organization to whom a purchase or bid is accepted by the Town.

Back order. The portion of a customer's order undelivered due to temporary unavailability of a particular product or material.

Bid. A party's response to an Invitation for Bids (including items of disposal) or, Request for Proposal; the information concerning the price or cost of materials or services offered by a vendor.

Bidder. Any individual, company, firm, corporation, partnership or other organization or entity bidding on solicitations issued by the Town and offering to enter into contracts with the Town.

Bid Bond. An insurance agreement in which a third party agrees to be liable to pay a certain amount of money should a specific vendor's bid be accepted and the vendor fails to sign the contract as bid.

Bid file. A folder containing all of the documentation concerning a particular bid. This documentation includes the names of all vendors to whom the invitation to bid was mailed (electronically or traditionally) or picked up by the vendor, the responses of the vendors, the bid tabulation forms and any other information as may be necessary.

Bid opening. The opening and reading of the bids, conducted at the time and place specified in the invitation for bids and in the presence of anyone who wishes to attend.

Bid solicitation. Invitations for bids.

Blanket bid order. A type of bid used by buyers to purchase repetitive products from the same vendor. The Town establishes its need for a product for a specified period of time. The Town may order small quantities of these items from the vendor, at the bid price, over the term of the contract.

Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or other legal entity, including governmental, through which business is conducted.

Cancel. To revoke a contract or bid.

Capital items. Equipment which has an expected life greater than three years and a value in accordance with the Town's capitalization threshold policy.

Cash discount. A discount from the purchase price allowed to the purchaser if payment is made within a specified period of time or some other stipulation set by the vendor.

Caveat emptor. Let the buyer beware; used in proposals or contracts to caution a buyer to avoid misrepresentation.

Certify. To testify in writing; to make known or establish as a fact.

City Council. Town of Ashland City Mayor and City Council Members.

Competitive Bidding. Bidding on the same undertaking or material items by more than one vendor.

Conspicuously. To be prominent or obvious; located, positioned, or designed to be noticed.

Construction. The building, alteration, demolition, or repair of public buildings, structures, highways and other improvements or additions to real property.

Contract. An agreement, grant, or order for the procurement, use, or disposal of supplies, services, construction, insurance, real property or any other item.

Delivery schedule. The required or agreed upon rate of delivery of goods or services.

Discount for prompt payment. A predetermined discount offered by a vendor for prompt payment.

Evaluation of bid. The process of examining a bid to determine a bidder's responsibility, responsiveness to requirements, qualifications, or other characteristics of the bid that determine the eventual selection of a winning bid.

Fiscal year. An accounting period of 12 months, July 1 through June 30.

Goods. All materials, equipment, supplies, and printing.

Interest or Relationship (which creates a Conflict of Interest). Financial or personal closeness to an individual or other entity where preferential treatment might take place which is not available to all others.

Invitation for bid. All documents utilized for soliciting bids.

Invoice. A written account of merchandise and process, delivered to the purchaser; a bill.

Local bidder. A bidder who has and maintains a business office located within the corporate limits of the Town of Ashland City, Tennessee.

Order. The authorization to a vendor by an authorized Town employee to provide a commodity or service.

Performance bond. A bond, including Letter of Credit, provided to a purchaser by a vendor or contractor guaranteeing the performance of certain services or delivery of goods. The bond can be for a certain period of time, but more generally it's time limit terminates at the delivery or withdrawal by the purchaser of the order. The purpose of

the bond is to protect the purchaser from a financial or other loss which might result if the vendor did not deliver as promised.

Pre-bid conference. A meeting held with potential vendors a few days after an invitation for bids has been issued to promote uniform interpretation of work statements and specifications by all prospective contractors.

Procurement or purchasing. Buying, renting, leasing, or otherwise obtaining supplies, services, construction, insurance or any other item. It also includes functions that pertain to the acquisition of such supplies, services, construction, insurance and other items, including descriptions of requirements, selection and solicitation of sources, preparation and award of contracts, contract administration, and all phases of warehousing and disposal.

Public. Open to all.

Public purchasing unit. Means the State of Tennessee, any county, town, governmental entity and other subdivision of the State of Tennessee, or any public agency, or any other public authority.

PO - Purchase Order. A legal document used by the Town's purchasing agent for acquisition of items and services from a vendor. The requisition is converted to a PO by the purchasing agent or their designee after approval. A PO, when issued to a vendor, should contain statements about the quantity, description, and price of goods or services ordered, agreed terms of payment, discounts, date of performance, transportation terms, and all other agreements pertinent to the purchase and its execution by the vendor.

Purchasing Authority. The upper dollar limit of a purchase set by the City Council which can be made.

Reject. Refuse to accept, recognize, or make use of; repudiate, to refuse to consider or grant.

Requisition. A form containing a description of the item requested, potential sources, estimated price, and the department number and budget item code. The request will be used by the Purchasing Agent or Authorized Town Employee to order the requested item(s).

Responsive bidder. One who has submitted a bid which conforms in all materials respects to the invitation for bids.

Sealed. Secured in any manner so as to be closed against the inspection of contents.

Sole source procurement. An award for a commodity which can only be purchased from one supplier, usually because of its technological, specialized or unique character. There may be other extinguishing circumstances which trigger a *sole source procurement*. The

determination of extinguishing circumstance shall be determined by the Mayor and City Council.

Specifications. Any description of the physical, functional or timing characteristics of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Standardization. The making, causing, or adapting of items to conform to recognized qualifications.

Telephone bids. Contacting at least three vendors to obtain verbal quotes for items of a value of \$2,500.00 or less. A record of competitive bids shall be made and retained.

Town. The Town of Ashland City, Tennessee.

Using Department. The Town Department seeking to purchase goods or services which will be the ultimate user of the purchased goods or services.

Vendor. The person who transfers property, goods, or services by sale.

Section 2. Purchasing Agent. Except as otherwise provided in this policy, all orders for supplies, materials, equipment, and services shall be assigned a PO (Purchase Order) number by the purchasing agent. The purchasing agent will verify that all requirements for purchase have been completed. Once such requirements have been verified, the purchase may be approved and acquired by the purchasing agent or his/her designee. Purchases up to \$500 when appropriated by budget are exempted from the PO requirement.

Section 3. General Information.

- a) Federal Excise Tax. The Town is exempt from the payment of excise taxes imposed by the federal government, and suppliers should be requested to deduct the amount of such taxes from their bids, quotations, and invoices.
- b) Standardization Requirements. Standardizing supplies and materials that can be bought in large quantities can save a great deal of money. Thus, department heads should adopt as standards the minimum number of quantities, sizes, and varieties of commodities consistent with successful operation. Where practical, materials and supplies should be bought on the basis of requirements for a six-month period.
- c) Inspection of Deliveries. No invoices for supplies, materials, or equipment shall be accepted for payment until such supplies, materials, etc., have been received and inspected by the department head or an authorized town employee.
- d) Correspondence with Suppliers. Copies of any correspondence with suppliers concerning prices, adjustments, and defective merchandise shall be forwarded to

the purchasing agent. All invoices, bills of lading, delivery tickets, and other papers relation to purchases shall be sent to the purchasing agent

- e) Claims. The purchasing agent, department head, or authorized town employee shall prosecute all claims for shortages, breakages, or other complaints against either shipper or carrier in connection with shipments.
- f) Public Inspection of Records. The purchasing agent shall keep a complete record of all quotations, bids, and purchase orders. Such records shall be open to public inspection.
- g) Refunds. The purchasing agent shall issue applicable refunds of \$5.00 or greater.

Section 4. General Procedures Prior to Bidding. The following procedures shall be followed by all Town employees when purchasing goods or services on behalf of the Town, prior to initiating the purchase:

- a) *Items Expected to Cost More than \$15,000*
 - (1) The department head of the using department shall deliver to the purchasing agent a written requisition for the items to be purchased. Such request shall include a brief description of the items, specifications for the items, an estimated cost of the items, recommended sources and shall include the budget line item code to which the purchase is to be charged.
 - (2) The purchasing agent shall review the requisition for completeness as required by this resolution. The request shall then be forwarded to the City Council for review and approval. The requisition will be presented by the mayor, department head, or purchasing agent at the next regularly scheduled or special called meeting of City Council. The City Council shall have the authority to approve, or may disapprove the requisition to comply with the annual budget, or for any reason it deems is in the public interest. The reason for denial shall be stated and recorded in the meeting minutes. Upon denial the City Council shall supply direction as to how to handle the situation that prompted the purchase request.
 - (3) All requisitions approved by the City Council shall be signed by the mayor and returned to the purchasing agent who shall proceed with procurement in compliance with this resolution.
 - (4) The purchasing agent shall follow procedures set forth in the sealed bid requirements in section 9 of this chapter, unless otherwise waived as outlined in section 21 of this chapter.

- (5) Bids shall be forwarded to the City Council for review. The bids will be presented by the mayor, department head, or purchasing agent at the next regularly scheduled or special called meeting of City Council. The City Council shall have the authority to approve, adjust or eliminate various specifications for goods and services, or may disapprove the bid to comply with the annual budget, or for any reason it deems is in the public interest. The reason for denial shall be stated and recorded in the meeting minutes. Upon denial the City Council shall supply direction as to how to handle the situation that prompted the purchase request.
- b) *Items Expected to Cost \$2,000 to \$15,000*
- (1) The department head or his/her designee of the using department shall deliver to the purchasing agent a requisition, written or electronically, for the items to be purchased. Such request shall include a brief description of the items, specifications, an estimated cost, a suggested source and the budget department and expense item numbers to which the items are to be charged.
 - (2) The purchasing agent shall review the requisition for completeness. The request shall then be forwarded to the mayor or his/her designee for final review and approval. Items not appropriated in the annual budget or for which there are not funds shall not be approved. The mayor or purchasing agent shall have the authority to adjust or eliminate various specifications for goods or services to comply with town policy, the annual budget, or to avoid depletion of the town treasury.
 - (3) All approved requisitions shall be approved by the mayor or his/her designee and returned to the purchasing agent who shall either proceed with procurement or allow the requesting department head or authorized town employee to procure the items in compliance with this resolution.
 - (4) The purchasing agent, authorized town employee, or department head shall obtain a minimum of three written competitive quotes which shall be made a part of the purchasing agent's purchasing file.

Section 5. Rejection of Bids. The purchasing agent, mayor, or City Council shall have the authority to reject any and all bids or parts of bids, when the public interest will be served thereby or where the supplier has been specifically excluded from bidding work by a unanimous vote of the Town's City Council. The Town shall not accept a bid from a vendor or contractor who is in default on a contract or on the payment of taxes, licenses, fees or other monies of whatever nature that may be due the Town by said

vendor or contractor.

Section 6. Conflict of Interest. All employees who participate in any phase of the purchasing function are to be free of interests or relationships which are actually or potentially hostile or detrimental to the best interests of the Town and shall not engage or participate in any commercial transaction involving the Town, in which they have a financial or other significant interest.

Section 7. Purchasing from Individuals. Purchasing from individuals is permitted so long as other bids indicate that the purchase is comparable in price, function and value.

Section 8. Purchasing from an Employee. It shall be the policy of the Town not to purchase any goods or services from any employee or close relative of any Town employee or Town City Council member without the prior approval of the City Council.

Section 9. Sealed Bid Requirements – \$15,000.00 or Greater.

- a) On all purchases and contracts estimated to be in excess of fifteen thousand dollars (\$15,000), except as otherwise provided in this ordinance, sealed bids shall be submitted to Town of Ashland City: City Hall, Attention: purchasing agent prior to a specified bid due date. The bids from responsive bidders shall be publicly opened by the purchasing agent and read aloud. The purchasing agent will prepare a summary of the bids and provide the bids and summary for presentation to City Council. All such bids shall be submitted for award at the next regularly scheduled City Council meeting or special-called meeting together with the recommendation from the department head or purchasing agent as to the best selection for contract performance.
- b) Plans, specifications, and estimates for any public works project exceeding \$25,000 must be prepared by a registered architect or engineer as required by TCA 62-2-107.
- c) Notice inviting bids shall be published at least once in a newspaper of general circulation in Cheatham County, and at least ten days preceding the last day to receive bids. The newspaper notice shall contain a general description of the good(s) or services to be procured, and the date, time, and place for opening bids.
- d) In addition to publication in a newspaper, the purchasing agent may take other actions deemed appropriate to notify all prospective bidders of the invitation to bid, including, but not limited to, advertisement on community bulletin boards and the Town's website, in professional journals, and electronic media.

Section 10. Competitive Bidding – \$2,001 to \$15,000

- a) All purchases of supplies, equipment, services, and contracts estimated to

be in excess of two thousand and one dollar (\$2,001) but less than fifteen thousand dollars (\$15,000), shall be by unadvertised, verbal request for quote or written competitive bidding and may be awarded to the lowest responsive bidder.

- b) A written record of quotes shall be established and available for public inspection showing that competitive bids were obtained by one of the following methods:
 - i. Direct mail advertisement;
 - ii. Face to face;
 - iii. Telephone bids;
 - iv. Public Notice; or
 - v. Internet bids/quotes.These quotes shall be kept on file with the purchase order in the office of the purchasing agent.
- c) The purchasing agent shall obtain a copy of the vendor's liability and workers compensation insurance policies showing coverage amounts for contracts involving construction or other service where the public or contractor's employees could be adversely impacted by the provision of the service. The purchasing agent shall also verify budget account balances prior to issuing approval to purchase.
- d) In the purchasing agent's absence, the mayor shall designate a suitable substitute to perform the purchasing agent's duties.

Section 11. Purchases and Contracts Costing Less Than \$2,000. The department head, after appropriation through the budget, is expected to obtain the best prices and services available for purchases and contracts estimated to be less than \$2,000, but is exempted from the formal bid requirements specified in Sections 8 and 9 of this chapter.

Section 12. Liability and Worker's Compensation Insurance. On all contracts where the contractor's employees and or the public may be subjected to any type of hazard while performing any phase of the said contract the contractor shall have sufficient insurance to hold the Town harmless in the case of any happenstance. The purchasing agent shall obtain a copy of the contractor's coverage before the contractor commences work. A copy of the policy coverage's shall be kept on file in the purchasing agent's filing system.

Section 13. Bid Deposit. When necessary, bid deposits may be prescribed and noted in the public notices inviting bids. The deposit shall be in such amount as the purchasing agent shall determine and unsuccessful bidders shall be entitled to a return of such deposits within ten (10) calendar days of the bid opening. A successful bidder shall forfeit any required deposit upon failure on his/her part to enter a contract within ten (10) days after the award.

Section 14. Performance Bond. The purchasing agent may require a performance bond before entering into a contract, in such amount as he/she shall find reasonably necessary to protect the best interests of the Town, sub-contractors and other furnishers of labor and materials for an amount not less than that prescribed by the Tennessee Code Annotated.

Section 15. Record of Bids. The purchasing agent shall keep a record of all open orders and bids submitted in competition thereon for all PO's as required by this ordinance, including a list of the bidders, the amount bid by each, the method of solicitation and bidding, and Title VI compliance. All records shall be open to public inspection and maintained in the recorder's office. As a minimum, the bid file shall contain the following information on qualifying orders:

- a) Request to start bid procedures – the requisition if applicable.
- b) A copy of the bid advertisement if applicable.
- c) A copy of the bid item specification if applicable.
- d) A list of bidders including Title VI bidders and their responses.
- e) A copy of the PO.
- f) A copy of the invoice.
- g) A copy of the signed and dated receiver.

Section 16. Considerations in Determining Bid Awards. The following criteria shall be considered in determining bid awards:

- a) The ability of the bidder to perform the contract or provide the material or service required.
- b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- e) The quality of performance of previous contracts or services, including the quality of such contracts or services in other municipalities, or performed for private sector contractors.
- f) Compliance with all specifications in the solicitation for bids.
- g) The ability to obtain and maintain any requisite bid bonds or performance bonds.
- h) Total cost of the bid, including life expectancy of the commodity, maintenance costs, and performance.

Section 17. Award Splitting. If total savings generated by splitting the award of a contract is less than \$1,000 bids awards shall not be split among bidders.

Section 18. Statement When Award Not Given to Low Bidder. When the award for purchases or contracts is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the purchasing agent, department head, or City Council and filed with all other papers and documents related to the bidding.

Section 19. Award in Case of Tie Bids. When two or more vendors have submitted the low bid, the following criteria shall be used to award the contract:

- a) If all bids received are for the same amount, quality of service being equal, the purchase contract shall be awarded to the local bidder.
- b) If two or more local bidders have submitted the low bid, quality of service being equal, the purchase contract shall be awarded by a coin toss or drawing lots.
- c) If no local bids are received and two or more out-of-town bidders have submitted the low bid, quality of service being equal, the purchase contract shall be awarded by a coin toss or drawing lots.
- d) When the award is to be decided by coin toss or drawing lots, representatives of the bidders shall be invited to observe. In no event shall such coin toss or drawing lots be performed with less than three witnesses.

Section 20. Back Orders. All orders must be completed, whether through complete fulfillment of the order or through closing the order with items not received. The non-delivered items shall be cancelled from the order and payment will be issued to the equal amount of the amended purchase.

Section 21. Emergency Purchases. Emergency purchases are to be made only when normal functions and operations of the Town would be hampered by following the standard purchasing procedure or where property, equipment, or life are endangered through unexpected circumstances and materials, services, etc., are needed immediately. When, in the judgment of the mayor, or vice mayor in the absence of the mayor, an emergency exists purchases and leases of supplies, materials, equipment or services may be made immediately without competitive bidding and public advertisement. Once an emergency purchase is made, the person who made the emergency request must prepare a record specifying the amount paid, the items purchased, the vendor and the nature of the emergency. For amounts over \$2,000 this log must be provided as soon as possible to the City Council and filed in the filing system of the purchasing agent. Emergency purchases are costly and should be kept to a minimum. Avoiding emergency purchases will save the Town money.

Section 22. Cancellation of Invitation for Bid or Request for Proposal. An invitation to bid, a request for proposal, or other solicitations may be canceled, or any or all bids or

proposals may be rejected in part as may be specified in the solicitation when it is in the best interest of the city. The reasons shall be made a part of the bid or proposal file.

Section 23. Purchase Orders Requirements. A PO, as defined in this resolution, shall be completed by the purchasing agent per the following criteria:

- a) If the purchase is competitively bid and in excess of \$2,000.
- b) If the purchase is appropriated through the annual budget and in excess of \$500.
- c) If the item is a capital good.

If a PO is required, the purchasing agent will convert the requisition only after being completed by the requestor and approved by the department head or his/her designee. The purchasing agent shall forward a copy of each PO to the requestor or department representative and place a copy of the PO in the purchasing file. The budget line item numbers shall be posted on the PO.

Section 24. Procedures Upon Taking Delivery of Purchased Items. Before accepting delivery of purchased equipment, supplies, materials and other tangible goods, the department head or his/her designee of the using department shall:

- a) Inspect the goods to verify that they are in acceptable condition.
- b) If applicable, verify that all operating manuals, warranty cards and MSDS sheets are included in the delivery of the goods.
- c) Verify that the number of items purchased has been delivered; making special note on the receiver when part or all of a particular purchase has been back ordered.
- d) Record serial numbers on appropriate forms for all capital items, maintain a unique identification number in the capital item as recorded by the recorder's office.
- e) Complete and return to the purchasing agent a copy of the receiver with any required notes, the receiver's initials, and the date received.

Section 25. Items Covered by Warranty or Guarantee. The Town may buy many items that have a warranty or guarantee for a certain length of time, such as tires, batteries, water heaters, roofs, and equipment. Before these items are repaired or replaced, the purchasing agent should be consulted to see if the item is covered by such warranty or guarantee. The purchasing agent shall maintain an active current file with complete information on such warranties or guarantees. All warranties must be remitted to the purchasing agent with the invoice indicating date of receipt.

Section 26. Signatures. Contracts, applications for title, tax exemption certificates, agreements, and contracts for utilities shall not be signed by any city employee unless authorized in writing by the purchasing agent, by action of the governing body.

Section 27. Non-Performance Policy. Failure of a bidder to complete a contract, bid, or purchase order in the specified time agreed on, or failure to provide the service, materials, or supplies required by such contract, bid, or purchase order, or failure to honor a quoted price on services, materials, or supplies on a contract, bid, or purchase order may result in one or more of the following actions:

- a) Removal of a vendor from bid list for a period to be determined by the City Council.
- b) Allowing the vendor to find the needed item for the city from another supplier at no additional cost to the city.
- c) Allowing the city to purchase the needed services, materials, or supplies from another source and charge the vendor for any difference in cost resulting from this purchase.
- d) Allowing monetary settlement.

Section 28. Delinquent Delivery. Once the purchasing agent has issued a purchase order, no follow-up work should be done unless the using department says the items haven't been received. If this happens, the purchasing agent will initiate action, either written or verbal as time allows, to investigate the delay. The using department will be advised of any further problems or a revised delivery date.

Section 29. Legal Status Provisions

- a) Liability for Excess Purchases. This resolution shall authorize the purchase of materials and supplies and the procurement of contracts for which funds have been appropriated in the annual budget or which have been authorized and lawfully funded by the City Council. The Town shall have no liability for any purchase made in violation of this resolution.
- b) Additional Forms and Procedures. The purchasing agent is hereby authorized and directed to develop such forms and procedures as are necessary to comply with this resolution.
- c) Interpretation. Words herein in the singular number shall include the plural, the present tense shall include the future, and the masculine gender shall include the feminine and neuter.
- d) Severability. Should any section, paragraph, sentence, clause, or phrase of this resolution or its application to any person or circumstance be declared unconstitutional or invalid for any reason, or should any portion of this ordinance be pre-empted by State or Federal law or regulation, such decision or legislation shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

- e) Repeal. All previously passed ordinances or resolutions, parts of ordinances or resolutions, which are inconsistent with the provisions of this ordinance or resolution are hereby repealed to the extent of such inconsistency.
- f) Effective Date. This resolution shall be effective immediately after final passage, the public welfare requiring it.

Approved as to Legality and Form: _____
Jennifer Noe, City Attorney

Passed: 8-10-18

Richard Johnson, Mayor

Kellie Reed, CMFO/City Recorder



Ashland City Fire, Building & Life Safety Department

101 Court Street
Ashland City TN 37015

Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a R2 to I-1 district.

DESCRIPTION OF PROPERTY (Attach Map):

Map 062

Parcel 042001
04201

13 acres & 3.2 acres

REASON FOR RECLASSIFICATION REQUEST

to build shop for maintenance shop

Address: _____

NOTE:

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

Jason Walker
Applicant Signature

6/3/2020
Date



Map for Parcel Address: 1840 Highway 12S TN Parcel ID: 062

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 2/20), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature
Print Name
Title
Date
Email Address

Pitney Bowes Signature
Print Name
Title
Date

Sales Information

Ted Delia ted.delia2@pb.com

Account Rep Name Email Address PBGFS Acceptance