



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting-

August 13, 2024, 6:00 PM

Agenda

Mayor: Gerald Greer

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

PRESENTATION OF PROCLAMATION

1. Proclamation for Paul Gupton

PUBLIC HEARING

2. Ordinance: Rezone on Boyd St a portion of Parcel 055C S 007.02

APPROVAL OF AGENDA

APPROVAL OF MINUTES

3. July 9,2024, Minutes
4. July 30,2024, Special Called Meeting Minutes

PUBLIC FORUM

5. Procedure for Speaking Before the Council

- * Speakers must complete the information form and submit it to the transcriber prior to the public forum. Be prepared to speak when your name is called.
- * Each speaker will be allowed 4 minutes.
- * Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
- * Each speaker should state the following:
 - his/her name
 - whether they are an Ashland City resident and/or property owner
- * No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.
- * All remarks shall be directed to the Council/Board as a body only.
- * No person shall be allowed to disrupt or interfere with the procedures.
- * Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.
- * Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.
- * No one shall make open comments during the meeting.

REPORTS

6. Attorney - Jennifer Noe

UNFINISHED BUSINESS

- [7.](#) Ordinance: Rezone Boyd St - 2nd Reading

NEW BUSINESS

- [8.](#) Ordinance: Rezone Melton Property - 1st Reading
9. Belt Press/ CEC Discussion
10. Permission to Bid New Industrial water tank
11. Permission to bid 3 sewer lift stations
12. Speed Bump Discussion
13. Cheatham County Board of Education Agreement
- [14.](#) Amendment to Maximum Liability for Recruitment and Retention Grants
- [15.](#) IHeart Radio Agreement - Fire Department
- [16.](#) Outfront Media Advertiser Agreement - Fire Department
- [17.](#) HVAC Emergency Approval
18. AWA Collection Agency Contract
- [19.](#) Travel Policy Discussion
20. Budget Discussion for a vote

SURPLUS PROPERTY NOMINATIONS

- [21.](#) General Government - Furniture from old City Hall - Desks, Chairs, Bookshelves, Etc.

EXPENDITURE REQUESTS

OTHER

22. Appointment of BZA Member
23. Appointment of Planning Commission Member
24. WWTP Amendment No. 2 (concrete slab conduit)
25. First Amendment for maintenance of the Bicentennial Trail

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.

PUBLIC NOTICE

The Mayor and City Council of the Town of Ashland City, Tennessee will hold a public hearing on Tuesday, August 13, 2024, at 6:00 p.m.

*Ordinance: Rezone a portion of Parcel 055C S 007.02



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting-
July 09, 2024, 6:00 PM
Minutes

CALL TO ORDER

Mayor Smith called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT

Mayor JT Smith
Councilman Tim Adkins
Vice Mayor Gerald Greer
Councilman Chris Kerrigan
Councilman Michael Smith
Councilman Kevin Thompson
Councilman Tony Young

PLEDGE AND PRAYER

Councilman Adkins led with the Pledge and Prayer

APPROVAL OF AGENDA

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to approve the agenda with changes moving City Recorder appointment to the end of the agenda and include the resolution to be added. All approved by voice vote.

APPROVAL OF MINUTES

1. June 11, 2024, Minutes

A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the June 11, 2024, minutes. All approved by voice vote.

2. June 28, 2024, Minutes Special Called Meeting

A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the June 28, 2024, Special called meeting minutes. All approved by voice vote.

PUBLIC FORUM

Valerie Kemp – A local CPA, business owner, resident, landowner. She came to speak about the budget that is being voted on. She wanted to speak about Fiscal responsibility. She spoke about projections for the future economic conditions of our country. The projections and forecasts are used to help us prepare budgets and make the best financial decisions for the business we represent. There is a 51% chance the US will be in a recession of some degree by May of 2025. Retail consumer purchases across the nation are down except for the Travel and leisure segment of the economy. Some parts of the country retail is down as much as 20%. In the first quarter of 2024 consumers spent more on services and less on goods having restaurant and bar sales decline by almost half a percent. That may not sound like a lot but when speaking about half a percent of all the money spent across the country that is a lot money. Pointing out that consumers are spending more on services and often times here in the State of Tennessee most of those services are not taxable for sales tax purposes. Goods are taxable for sales tax purposes. As many of you know consumers are experiencing higher gas prices and higher rent or mortgages, Increased food costs, which all impact the daily lives of Americans and those in our community. Higher prices across these specific categories have consumers getting a different mindset about how they spend their money. Many people across the country are restricting their spending. Tennessee's widest increase in population occurred last year with 94.7% of the counties in Tennessee seeing growth and population. Cheatham county was one of the counties with that growth. The reason these statistics matter is the majority of our tax base comes from sales tax. If our nation is experiencing a decline in consumer purchases that could potentially decrease the amount of

tax base that we could have here in Ashland City. That would impact the surplus in the Town's proposed budget. With the travel and leisure segment of the economy on the increase and the rest of retail in decline, it seems appropriate that any surplus in the budget be put toward capital improvement. This would be like the improvements to River Bluff Park, Ball Parks, Amphitheater and things like that. This will bring tourism into our area, and we know that we are living in an area where a large majority of people are already coming. This will keep our small town feeling while still having economic prosperity we should get the projects like the ball fields because those are the things that will bring the people outside of our town in. Infrastructure is going to be needed at some point. She stated that there are problems with the water and sewer on spring St. every time it rains, they have issues. She is asking that the surplus that we have in our budget would be put toward projects like parks development and other projects to enhance the community. She is asking that we cut out any unnecessary spending.

REPORTS

4. Attorney - Jennifer Noe asked that she have a client attorney meeting at the end of the agenda.

UNFINISHED BUSINESS

5. THRIVE 55+ Center Rental Agreement Discussion
A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the Thrive 55+ Center Rental Agreement. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Adkins, Councilman Young, Mayor Smith. Voting Nay: 0
6. Thrive 55+ Dance Lease
A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the Thrive 55+ Center Dance Lease Agreement. Voting Yea: Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0
7. Appoint City Recorder
Moved to the end of the meeting.
8. ORDINANCE: To adopt the Budget and Tax Rate for the Fiscal Year 2024-2025
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the Budget with the changes. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Young, and Mayor Smith Voting Nay: Councilman Kerrigan, Councilman Adkins
9. Award Salary Study
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to award the salary study to the middle option "Cisco" for the 17,000 taking effect for year 25-26. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0

NEW BUSINESS

10. Propane Gas Service & Equipment Lease Agreement
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the contract for the Propane Gas Service & Equipment Lease. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0
11. Resolution: 2024 Tennessee Senior Center Major Grant Request for Proposal
A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the Resolution. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0
12. GNRC - Contract
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the GNRC Contract. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0

13. Management Control Agreement

A motion was made by, Vice Mayor Greer, Seconded by Councilman Thompson, to approve the Management Control Agreement. Voting Yea: Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0

14. Ordinance: Rezone Boyd St

A motion was made by Councilman Smith, Seconded by Vice Mayor Greer, to approve the Rezone of Boyd St. Voting Yea: Councilman Smith, Vice Mayor Greer, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0

15. 24-25 Bid for Paving

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the 24-25 Bid for Paving. Voting Yea: Councilman Thompson, Councilman Young, Vice Mayor Greer, Councilman Smith, Councilman Kerrigan, Councilman Adkins, and Mayor Smith Voting Nay: 0

16. Resolution: BlueCross BlueShield playground grant

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the resolution. Voting Yea: Councilman Smith, Councilman Thompson, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0

SURPLUS PROPERTY NOMINATIONS

NONE

EXPENDITURE REQUESTS

NONE

OTHER

17. Operating Back Flow License - Jason Barnett

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the use of the Operating Back Flow License. Voting Yea: Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0

18. City Admin Discussion

Ms. Black stated that she has spoken to Gary Jaekel and he does not expect to do interviews until August 6, 2024, the same night as workshop. He is anticipating each candidate to get a 45-minute interview so it will be a long night. He does have questions that he wants to go over or assign the council to ask to open them up more to find out how they will fit into the city. This would also carry them into a second interview. The first interviews will be via Zoom.

19. Resolution: Social Media Pages Policy

A motion was made by Councilman Young, Seconded by Councilman Kerrigan, to add and approve the Resolution for Social Media Pages Policy. Voting Yea: Councilman Young, Councilman Kerrigan, Councilman Thompson, Councilman Smith, Councilman Adkins, Vice Mayor Greer, and Mayor Smith. Voting Nay: 0

Cameras were turned off at 6:26 Pm to address the city Recorder.

Cameras were turned back on at 6:29 PM for the vote to appoint the City Recorder.

20. Appointment of City Recorder.

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to appoint Mary Molepske as the City Recorder. Voting Yea: Vice Mayor Greer, Councilman Kerrigan, Councilman Thompson, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith. Voting Nay: 0

Setting a date for the special called meeting for the Budget – 2nd Reading

A motion was made by Councilman Smith, Seconded by Vice Mayor Greer, to set the Special called Meeting for the Budget 2nd Reading for July 30,2024. Voting Yea: Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Thompson, Councilman Adkins, Councilman Young, and Mayor Smith. Voting Nay: 0

Camera was stopped for the attorney Client meeting at 6:31 PM.

The camera was turned back on and the meeting resumed at 6:44 PM.

A motion was made by Councilman Kerrigan, Seconded by Councilman Thompson, regarding payment to Reeves and Young of \$ 224,006.00 for the WWTP. Voting Yea: Councilman Kerrigan, Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith. Voting Nay: 0

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:46 p.m.

VICE MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



TOWN OF ASHLAND CITY
Special Called City Council Meeting
July 30, 2024, 6:00 PM
Minutes

CALL TO ORDER

Mayor Smith called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT

Mayor JT Smith

Councilman Tim Adkins

Vice Mayor Gerald Greer

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

ABSENT

Councilman Kerrigan

PLEDGE AND PRAYER

Councilman Adkins led with the Pledge and Prayer

PUBLIC HEARING

1. Advertisement for Budget Meeting - 2nd Reading – None

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to close the public hearing. All approved by voice vote.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

NONE

REPORTS

NONE

UNFINISHED BUSINESS

3. ORDINANCE: To adopt the Budget and Tax Rate for the Fiscal Year 2024-2025 - 2nd Reading
A motion was made by Vice Mayor Greer, seconded by Councilman Thompson, to approve the Budget for the Fiscal year 2024-2025 and call the question. Voting Yea: Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0 ABSENT Councilman Kerrigan
4. Resolution: Amend Wage and Salary Policy – Pay Table
A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to Amend Wage and Salary Policy. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nay: 0 ABSENT Councilman Kerrigan

NEW BUSINESS

NONE

SURPLUS PROPERTY NOMINATIONS

NONE

EXPENDITURE REQUESTS

NONE

OTHER
NONE

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:05 p.m.

VICE MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING A 0.34-ACRE TRACT PORTION OF PARCEL 007.02 OF CHEATHAM COUNTY TAX MAP 055C, GROUP S, LOCATED ON BOYD STREET

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

WHEREAS, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone a 0.34-acre tract subdivision of parcel 055C S 007.02; and

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

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

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

A 0.34-acre tract subdivision of the parcel included on Tax Map 055C, Group S, Parcel 007.02, located on Boyd Street be rezoned from C-2 (Highway Service District) district to the R-1 (Low Density Residential), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of June 2024.

This area to be zoned R-1 is marked with an “X” and shown on the map below.

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

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on June 03, 2024.

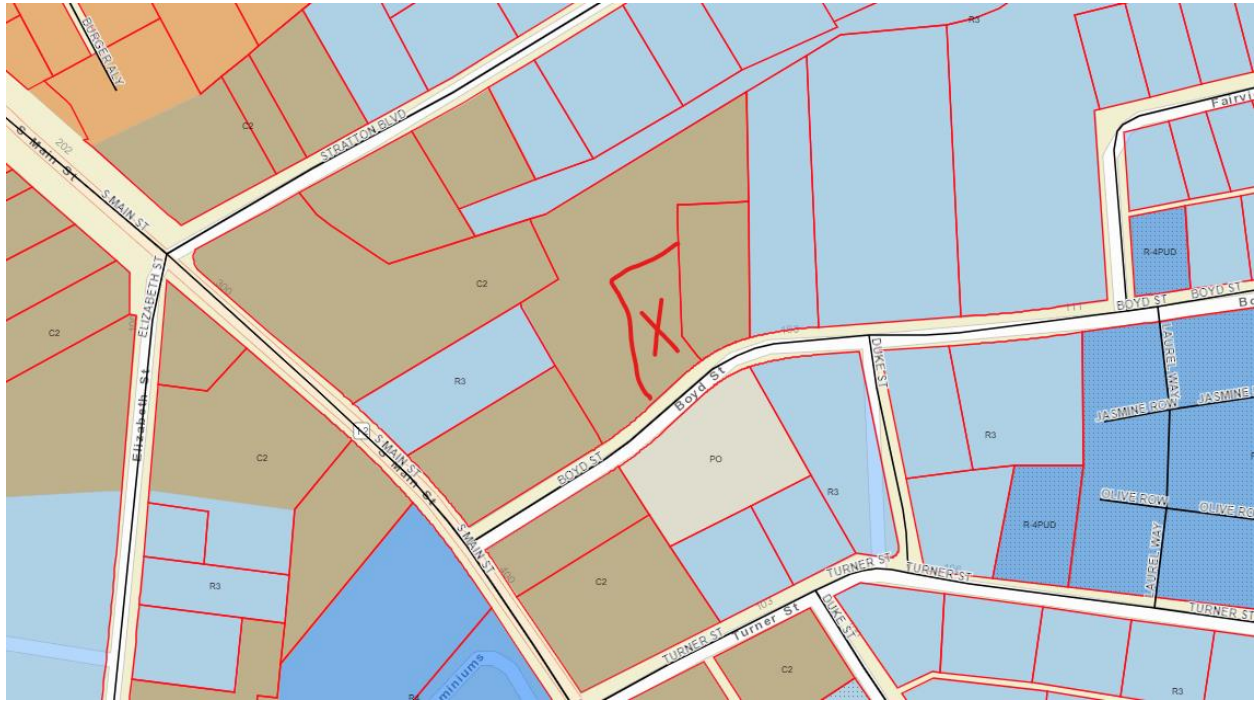
First Reading _____

Second Reading _____

ATTEST:

Mayor JT Smith

City Recorder Mary Molepske



ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 019.00 OF CHEATHAM COUNTY TAX MAP 055, LOCATED AT 1070 HWY 12 S

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

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

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

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

The parcels included on Tax Map 055, Parcel 019.00, located at 1070 Highway 12 S, be rezoned from R-1 (Low-Density Residential) district to the C-2 (Commercial Highway District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of July 2024. This area to be zoned C-2 is marked with a red "X" and shown on the map below.

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

Approved by the Planning Commission at the regularly called meeting on July 01, 2024.

First Reading:
Second Reading:

ATTEST:

Mayor

City Recorder

**REQUEST FOR USE OF
CHEATHAM COUNTY SCHOOLS & FACILITIES
BY COMMUNITY ORGANIZATIONS**

Central Office Use

Date Rec'd _____

Invoiced _____

Paid _____

Request Emailed to school _____

School to be Used: _____

Purpose of Use: _____ Expected Attendance _____

Organization Name: _____

Request Made By: _____ Title in Organization _____

Mailing Address: _____ City _____ Zip _____

Cell Number: _____ E-Mail _____

BUILDING USAGE - FILL THIS FORM OUT IN ITS ENTIRETY - MUST BE SUBMITTED 2 WKS PRIOR TO EVENT

Date & Days of Use _____ S M T W TH F ST

Reoccurring Use _____ S M T W TH F ST

Weekly on: _____

Reoccurring Use _____ 1st 2nd 3rd 4th 5th _____ S M T W TH F ST

Monthly on: _____

Starting Date _____ Ending Date _____

Starting Time _____ AM _____ PM Ending Time _____ AM _____ PM

FEE SCHEDULE - If applicable *DO NOT LEAVE BLANK*

<i>Area(s) Needed</i>			
Classroom(s)	Room #s _____	\$15 / hour per room	\$ _____
<i>Limited classroom use per board policy</i>			
Auditorium		\$40 / hour	\$ _____
Stage Light	____ Y ____ N	\$40 / hour plus \$25 / hour personnel fee (plus taxes)	\$ _____
Sound System	____ Y ____ N		
Gymnasium		\$40 / hour	\$ _____
Auxiliary Gym (High Schools Only)		\$30 / hour	\$ _____
Gym for Jr. Sports Groups Only		\$20 / hour	\$ _____
Cafeteria		\$20 / hour	\$ _____
Stadium/Track/or other Game Field		\$40 / hour	\$ _____
Campus (Outside Building, Parking Lot)		\$20 / hour	\$ _____

Supervision - Required

Building Supervision *See Note 1* \$25 / hour (plus taxes) \$ _____

Name of Supervisor _____ Check if supervisor is waiving fees.

Custodial Services **Check here if needed**

**Custodial service based on actual time j cleaning as needed and determined by contractor* \$ _____

Food Service Usage (Hourly fee will be charged for Food Service Personnel who must be present if kitchen is opened.) \$ _____
Kitchen/Equipment to be Used _____

Special Instructions: _____ TOTAL ESTIMATED FEE \$ _____

Note 1: When multiple rooms are used, supervision is calculated on one room. Supervision for outside as required

MAKE PAYMENT TO: CHEATHAM COUNTY SCHOOLS, 102 Elizabeth Street Ashland City, TN 37015
*No funds shall be paid individually to any employee or individual school for use of facilities.
Hold Harmless Clause on page 2 must be completed. See page 2 for policy and procedures.*

REQUEST FOR USE OF CHEATHAM COUNTY SCHOOLS & FACILITIES

All organizations requesting use of Cheatham County School Facilities shall ATTACH a Certificate of Insurance with the Request for Facilities Use form. The Policy must name Cheatham County Board of Education as additionally insured for no less than ONE MILLION DOLLARS (\$1,000,000.00) for the duration of the organization's use of the facility. PLEASE MARK "PUBLIC SCHOOL USE" ON THE CERTIFICATE along with "No Participant is Excluded".

AGREEMENT

I/We agree to be responsible for the conduct of the audience in and about the building and for any damage incurred. I/We have reviewed the policy rules and regulations of the Cheatham County Board of Education, and further agree that the school property will be used in accordance with the rules and regulations of the Cheatham County Board of Education. I/We understand that no contract shall extend beyond June 30th of the current fiscal year.

I/We agree to indemnify and hold harmless the CHEATHAM COUNTY BOARD OF EDUCATION from:

- (A) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole from the organization's use of the facility described above: and.
- (B) Any claims, damages, penalties, costs and attorney fees arising from any failure of the organization, its officers, employees and/or agents, to observe applicable laws.

I/We further acknowledge that the Cheatham County Government does not warrant that the facility requested is being currently maintained and will not be responsible for inspection and maintenance of the facility while it is being used by the requesting organization.

I/We understand that building supervision, custodial services, cafeteria worker and cafeteria manager fee will be charged as needed for building supervision, clean up, and use of kitchen facilities. I/We agree to pay the amount(s) billed after use of the facility. *Please do not alter the verbiage on this form in any way*

Authorized Signature	Date
Name: (Please Print)	

PAYMENTS SHALL ONLY BE MADE TO: Cheatham County School System
 c/o Finance Department
 102 Elizabeth Street
 Ashland City, TN 37015

FORWARD COMPLETED REQUEST TO: SCHOOL PRINCIPAL

QUESTIONS? Maintenance/Transportation Department - Jeff Hobbs
 615-792-5664 jeff.hobbs@ccstn.org

Upon acceptance by the CCBOE Maintenance/Finance Department,
 an approved copy of this Request will be returned to School Administration.

PRINCIPAL SIGNATURE - Facility is available during time and dates requested:	
This does not constitute final approval which resides with Maintenance & Transportation/Central Office	
*Note to Principal: Do you feel there is a need for a law enforcement officer to be present for this event?	Yes No
If yes, please explain:	
Central Office/Finance Department - Event falls within policy guidelines and insurance sufficient for use. <input type="checkbox"/>	
Date	



GRANT AMENDMENT

Agency Tracking # 33501-2548148	Edison ID 77833-26	Contract # 77833-26	Amendment # 3		
Contractor Legal Entity Name Town of Ashland City			Edison Vendor ID 0000001534		
Amendment Purpose & Effect(s) To decrease the maximum liability of the grant contract and extend the term an additional twelve (12) days.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: March 19, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			-\$100,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$20,000.00				\$20,000.00
2025	\$20,000.00				\$20,000.00
2026	\$20,000.00				\$20,000.00
2027	\$20,000.00				\$20,000.00
2028	\$20,000.00				\$20,000.00
TOTAL:	\$100,000.00				\$100,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT THREE
OF GRANT CONTRACT 77833-26**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and Town of Ashland City, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Contract Section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on September 1, 2023 ("Effective Date") and ending on March 19, 2028, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

2. Grant Contract Section C.1. is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred thousand dollars (\$100,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-terms include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

GRANTEE SIGNATURE

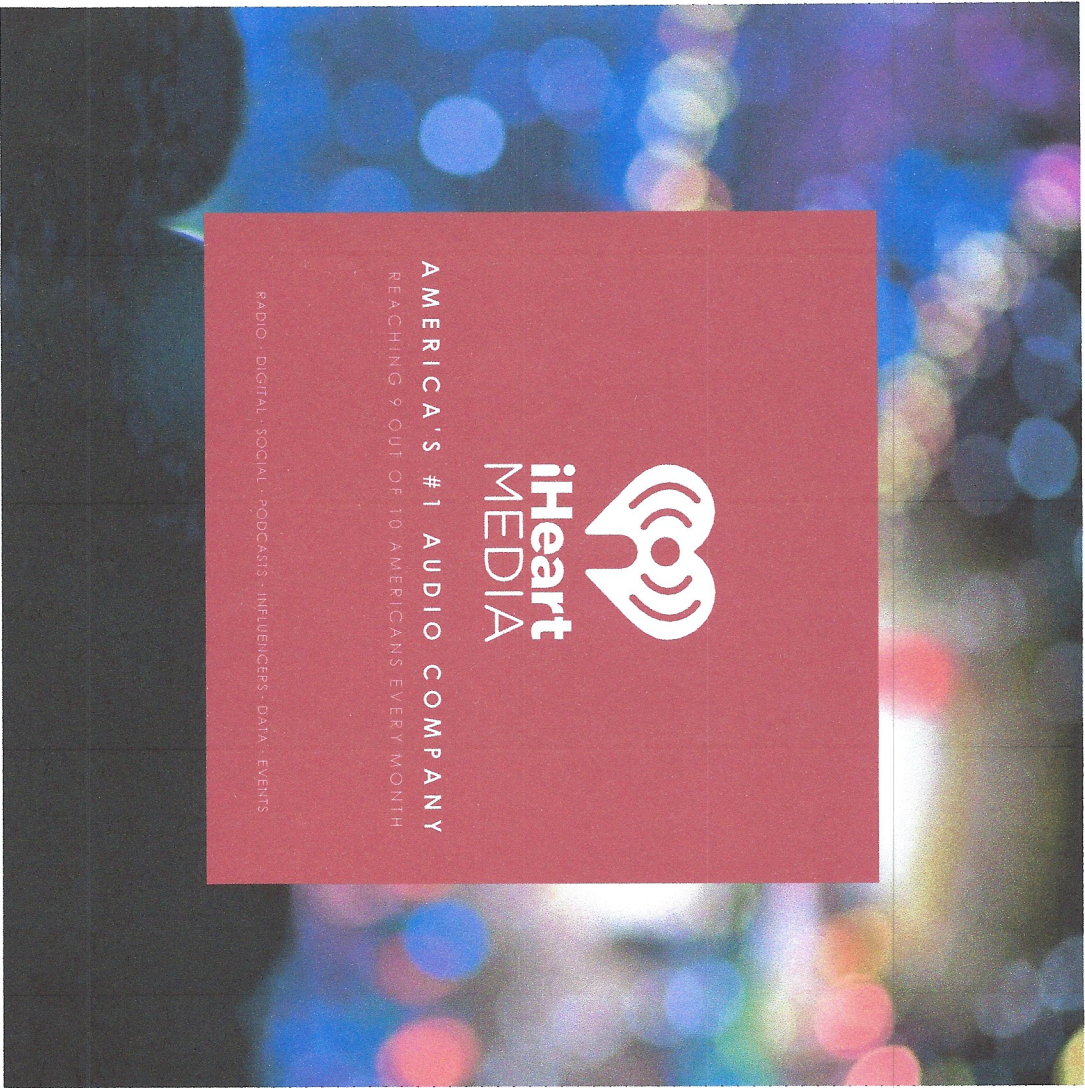
DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

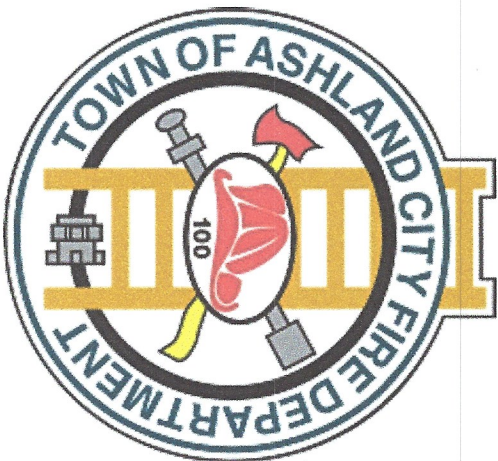
DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE



July 29, 2024



Created For:
Ashland City Fire Department
Presented By:
Kyle Tucke

iHeartRadio App:

Target Consumers Anywhere on 250+ Devices through streaming audio Sources



Trusted 3rd Party



Proprietary

Targeting



Format



Age



Gender



Geo

Sample Audience Segmentations *



Ethnicity



Auto Intenders



Parents



Entertainment Enthusiasts



HH



Gaming Enthusiasts

145 MILLION
REGISTERED
USERS



- 15/:30/:60 non-skippable audio ads
- Target listeners who are streaming live digital radio stations/shows and artist playlists
- 1:1 targeted audio impression-based on a specific behavior/audience





iHM Digital Media Plan

DMA: Nashville

Streaming Audio + Podcast Campaign: 9/2-9/29

Date Prepared:	Monday, July 29, 2024
Client:	Ashland city fire department
Flight Dates:	09/02/2024-09/29/2024

PLACEMENT	CREATIVE SPEC	FLIGHT NAME	FLIGHT	IMPRESSIONS	GROSS CPM	GROSS COST	TACTICS
Cross Platform In-Stream Audio [Includes Added Value Companion Banner]	:30	Nashville Streaming	09/02/2024 - 09/29/2024	116,225	\$21.51	\$2,500.00	Geo:DMA: Nashville TN
iHeartPodcast Network Buy	:30	Podcast Nashville	09/02/2024 - 09/29/2024	100,160	\$24.96	\$2,500.00	Geo:DMA: Nashville TN
PROGRAM TOTALS:				216,385	\$23.11	\$5,000.00	

INVENTORY IS NOT GUARANTEED UNTIL INSERTION ORDER IS SIGNED BY HEARTMEDIA. ANY CREATIVE DELAY WILL IMPACT INVENTORY AND FLIGHT DATES MAY HAVE TO BE ADJUSTED

Accepted by Client _____ Date _____

Accepted by iHeartMedia _____ Date _____

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12



TERMS & CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser.

- PAVMENT
- Advertiser agrees to pay in advance for the transmission covered by this contract unless otherwise expressly agreed in writing.
- If applicable law, from the date of the invoice, Advertiser must contact Station within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid in the absence of Advertiser's request. Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.
- If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.
- TERMINATION AND BREACH
 - This contract may be terminated by either party giving the other party 14 days' prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.
 - Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable by Advertiser.
 - Advertiser may cancel this contract at any time upon material breach by Station, but Station shall not be obligated to make or solicit any sale.
 - If Station has contracted to purchase or sell advertising material ("Buy Material") during the term of this contract, Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incurred to sell such material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.
 - Advertiser shall be held liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.
 - REPRESENTATIONS & WARRANTIES/DENYMENT/NOTIFICATION AND HOLD HARMLESS
 - Advertiser represents, warrants and agrees that (i) Station's broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those relating to FCC's EAS, and all other FCC regulations.
 - Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, demands or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights) of any kind, (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a), or (iii) claims arising from the products, services, operations, representations or warranties being so advertised, including but not limited to claims for personal injury, death, property damage or other damages, or (iv) claims arising from the products, services, operations, representations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Station and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.
 - INABILITY TO TRANSMIT AND SUSPENSION OF SERVICE
 - If, due to an emergency, a natural disaster, technical maintenance, restrictions imposed by law, acts of God, labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be held responsible therefor as provided in paragraph (c) below.
 - Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.
 - Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.
 - PROGRAM PRODUCTION AND COMMERCIAL MATERIAL
 - Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to notify Advertiser.
 - If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may, in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
 - Advertiser Material is subject to Station approval and Station may exercise a copy Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
 - All program material must conform to the program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.
 - NON-DISCRIMINATION
 - In accordance with Paragraphs 48 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.
 - GENERAL
 - This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs or announcements of the Advertiser for the purpose of advertising the named products or services, and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (Current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
 - If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
 - Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser with transmissions under this contract.
 - Advertiser may not assign or transfer this contract without first obtaining the written consent of Station. Station may require Advertiser to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.
 - The failure of Station or Advertiser to enforce any of the terms of this contract shall not constitute an admission of liability by Station or Advertiser. Station's failure to enforce any of the terms of this contract shall not constitute an admission of liability by Station or Advertiser.
 - THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. ALL DISPUTES SHALL BE REFERRED TO THE COURTS OF THE STATE OF CALIFORNIA.
 - STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
 - Cash in Advance: by paying the exact amount reflected on the attached schedule you are agreeing to these terms and conditions.

Acknowledged and Agreed: Signature _____

Printed Name _____

Date _____

ADVERTISER AGREEMENT

PAGE 1 OF 5

OUTFRONT/

CONTRACT NO.: **3932640**

DATE: **07/29/24**

OUTFRONTmedia
1431 Poplar Lane
Nashville, TN 37210
(615) 256-4400
(615) 256-2641

ADVERTISER: Ashland City Fire Department
BRAND:
CAMPAIGN:

CLIENT SUPPLIES PRODUCTION: Yes
ACCOUNT EXECUTIVE: Joshua St Romain (104)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1167804
Ashland City Fire Department
402 N Main
Ashland City, TN 37105
615.792.4531
Attn: Tracey Knack

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient overage Copy and posting instructions. See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Nashville, TN	Bulletin/Unit# 14-9016-O W/L I-65N .1 mi N/O I-24W F/N	NA	12'x36'		1	09/02/24-09/29/24	1.00	4W	\$2,000.00
Nashville, TN	Bulletin/Unit# 2-7669-O I-40 .1 M/W I-440 S/S F/E	NA	14'x48'		1	09/02/24-09/29/24	1.00	4W	\$2,400.00

Customer Ref#
Special Instructions:

Net Space Total: \$4,400.00
Net Non-Space Total: \$1,300.00
Net Agreement Total: \$5,700.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____

PLEASE PRINT _____ DATE _____
NAME - TITLE

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE

1. Scope of the Contract. The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. If an advertising agency or other agent or licensee of Advertiser ("Agency") is entering into this Contract on Advertiser's behalf, Agency represents that it has the authority to act and is acting as agent for Advertiser.
2. Delivery of Copy. At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary coverage supply and posting instructions. If Copy is not timely and properly received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post late Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than \$650 per location will be payable. Company may use the location(s) in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such location(s).
3. Copy Approval and Responsibility for Content. The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if Company determines that adverse publicity, reputational harm or liability to Company or third parties has or is likely to result from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, fraud, misrepresentation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.
4. Publicity for Certain Copy. If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.
5. Inspection of Displays. Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.
6. Maintenance and Damage. Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.
7. Inability to Post Copy. If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations or less Copy than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company fails to deliver the minimum number of guaranteed impressions in accordance with the Inventory Specifications (where Company has provided an impression guarantee), or (vi) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period and/or post additional Copy to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.
8. Illumination of Static Displays. Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.
9. Invoicing and Payment. Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Where the facing page of this Contract specifies delivery by impressions and Company approves payment in arrears, invoicing will be rendered monthly as of the last business day of each month during the Advertising Period and following the end of the Advertising Period based on the number of impressions delivered during the prior monthly period or part thereof. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless

a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.

10. Credit Approval. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.

11. Advertiser Default. In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.

12. Unused Copy. Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's Copy or displays in any manner whatsoever.

13. General. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancellable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of New York and New York County, New York shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.

14. Counterpart Signatures. This Contract may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Contract, facsimile or electronic signatures shall be considered original signatures.

_____ End of Terms and Conditions

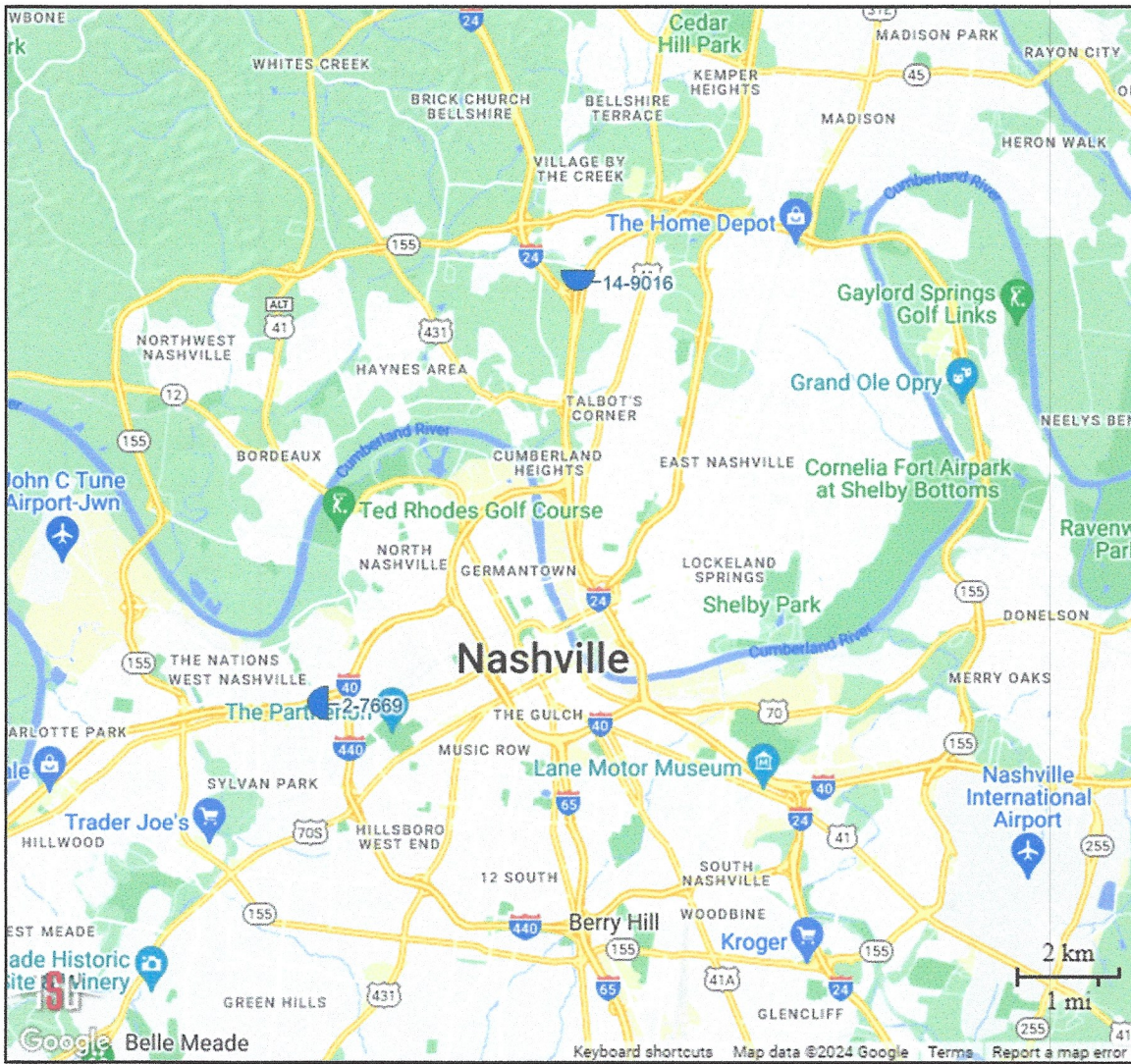


Ashland City Fire Department 07/29/24
 Proposal #: 3932402
 Prepared By: St Romain, Joshua

Inventory #	Facing	Primary/Read	Copy Size	Illumination (Hrs)	Latitude	Longitude	MP 18+ 4 Week	Start Date	End Date	Cost per 4 weeks	Production Cost	Marketing Description
2-76690	E	Left	14"x8'	18 HRS	36.154717	-86.82396	1,454,440	9/2/2024	9/29/2024	\$2,400.00	\$650.00	Reach I-40 Westbound traffic heading to the upscale suburbs of West Nashville, Belle Meade and Bellevue. Just ahead is the West Nashville shopping center.
14-90160	N	Right	12"x36'	18 HRS	36.228025	-86.773919	1,099,396	9/2/2024	9/29/2024	\$2,000.00	\$650.00	Reach southbound I-55 traffic from the northern suburbs of Madison, Hendersonville, Goodlettsville and Gallatin. This prime unit with long visibility on a curve is just miles from the Downtown Loop.
Total Program Cost: \$5,700.00												

Location Map
Ashland City Fire Department

● Bulletins (2)



MARKET
Nashville

BOARD #
02-7669

ADDRESS
I-40 .1 M/W I-440 S/S F/E



18+ Weekly Imp: 363,610

Size: 14'x48'

Area: I-40W

Zip Code: 37209

Latitude: 36.154717

Longitude: -86.82936

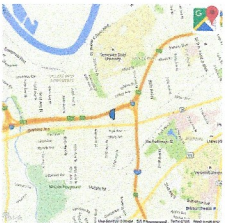
Material: Black Backed Vinyl

Illuminated: Yes

Extension: No

Spec Sheet: BIB-BB

geopath ID#: 14917839



Reach I-40 Westbound traffic heading to the upscale suburbs of West Nashville, Belle Meade and Bellevue. Just ahead is the West Nashville shopping center.

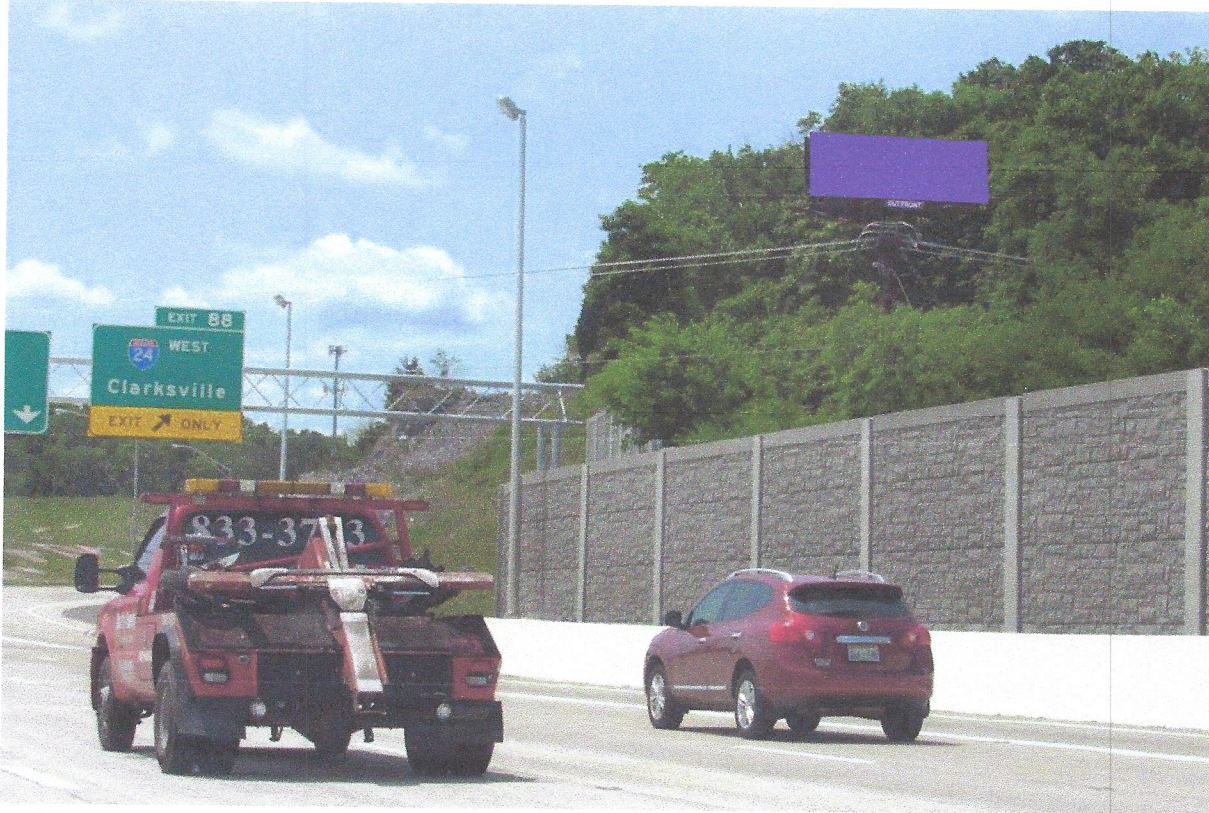
1431 Poplar Lane, Nashville, TN 37210 | 615-256-4400

OUTFRONT

MARKET
Nashville

BOARD #
14-9016

ADDRESS
W/L I-65N .1 mi N/O I-24W F/N



18+ Weekly Imp: 274,849

Size: 12'x36'

Area: I-65N

Zip Code: 37207

Latitude: 36.228025

Longitude: -86.773919

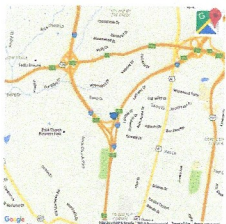
Material: Black Backed Vinyl

Illuminated: Yes

Extension: Yes

Spec Sheet: B37Z-BB

geopath ID#: 30781112



Reach southbound I-65 traffic from the northern suburbs of Madison, Hendersonville, Goodlettsville and Gallatin. This prime unit with long visibility on a curve is just miles from the Downtown Loop.

1431 Poplar Lane, Nashville, TN 37210 | 615-256-4400

OUTFRONT



August 6, 2024

One of the HVAC units at the Thrive 55+ Center stopped working on Friday, July 26. This unit is the one that controls the library area and is the only unit that has not been replaced within the last 5 years. It was determined that the unit could not be repaired and needs to be replaced. Three quotes have been obtained by local reputable companies, which are Lanham Mechanical Contractors, Brilliant Mechanical, and Denney Mechanical. Lanham Mechanical Contractors came in with the lowest bid of \$7,440.00. The three quotes are attached with this letter.

I am requesting to purchase the unit from Lanham Mechanical Contractors as soon as possible. This will be an emergency expense as we are currently operating under an interim budget because the budget has not been officially passed for fiscal year 2025.

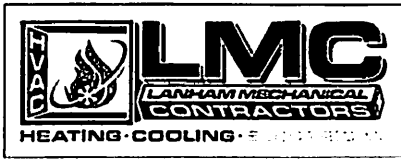
Sincerely,

Gena Batts
Center Director

I, Mayor Gerald Greer, authorize this emergency purchase from Lanham Mechanical Contractors for an HVAC unit for the Thrive 55+ Center for the quoted amount of \$7,440.00.

Gerald Greer, Mayor

Date



Lanham Mechanical Contractors
 LLC
 309 Flat Ridge Rd.
 Goodlettsville, TN 37072

Phone: (615) 969-9065
 info@lanhamsacs-service.com
 www.lanhamsacs-service.com

Bill to
Town of Ashland City
 233 TN Waltz Pkwy
 St 103
 Ashland City, TN 37015

Ship to
Town of Ashland City
 233 TN Waltz Pkwy
 St 103
 Ashland City, TN 37015

Phone Number: (615) 792-7553

Email Address: accounts payable@ashlandcitytn.gov

Work Order Description
 104 Ruth Drive Ashland city. Gena Bat 615-792-3629

caller states she has an AC unit that is 1 of 4. She doesn't know which on it is. The unit is not cooling properly. It's set on 72 and it's 75. In the library in the back of the building if you're coming in the front.

Work Summary
 Needs quote for replacement

Quote #: q8056 Quote Date: 7/29/2024 Quote Expiration Date: 8/28/2024

Sales Rep: DENNIS A.

Item	Description	Quantity	Price	Amount
CO 2T 1 stg 96% split gas	Rheem 92% split gas system Remove existing equipment Install new 92% furnace and coil Reconnect all ducting, copper, and elec. connections Reconnect gas piping Install new AC condenser Install new thermostat Test equipment Warranty 5yr parts 1yr labor	1	\$7,440.00	\$7,440.00
Subtotal:				\$7,440.00
Tax:				\$0.00
Total:				\$7,440.00
Payments:				\$0.00

All Estimates and Quotes are valid for 30 days from date of quote.



Lanham Mechanical Contractors
LLC
309 Flat Ridge Rd.
Goodlettsville, TN 37072

Phone: (615) 969-9065
info@lanhamsacs-service.com
www.lanhamsacs-service.com

Authorization

I hereby authorize the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

All Estimates and Quotes are valid for 30 days from date of quote.



ESTIMATE	#3244
ESTIMATE DATE	Jul 30, 2024
SERVICE DATE	Jul 30, 2024
TOTAL	\$7,640.00

Brilliant Mechanical LLC.

Thrive 55 center
 104 Ruth Drive
 Ashland City, TN 37015

CONTACT US
 5020 Clarksville Pike
 Whites Creek, TN 37189

☎ (615) 393-8586
 ✉ dylan@brilliantmechanical.com

ESTIMATE

Trane 14.3 seer A/C with 90% furnace 2 ton installation. 1.0 \$7,640.00 \$7,640.00

Installation/ replacement of existing system with new Trane system. Installation includes new thermostat, float switch, ductwork connections, nitrogen leak testing, refrigeration vacuum to 500 microns. Also includes energy efficient 90% furnace with variable speed motor.

- 10 year parts warranty
- 2 year labor warranty

Services subtotal: \$7,640.00

Total \$7,640.00

Reminder: Any Unpaid Balance(s) Are Subject To A 5% Increase If Paid After Listed Due Date.

Thank you, have a brilliant day.

Denney Mechanical
1016 Christopher Dr
Pleasant View, TN 37146



PROPOSAL

Presented to:
Thrive 55 Plus Community
104 Ruth Dr
Ashland City, TN 37015

Customer Contact:
M: 6157923629
E: gbalts@ashlandcitytn.gov

Job # 25923
Job Name Bid c/o
Proposal # P-25923-1
Technician Christian Larsen
Issue Date Jul 31 2024

Service Location:
104 Ruth Dr
Ashland City, TN 37015

Your Price: \$8,481.10

Description

Installation

Bid to change out existing 2 ton gas split system with a new 2 ton 14.3 SEER American Standard 92% efficient gas split system.

Your Price **\$8,481.10**

Review and Sign

Customer Approval:

I accept this proposal and agree to the terms and conditions.

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ASHLAND CITY DRESS CODE..... 60

PROTECTIVE FOOTWEAR..... 61

TRAVEL/TIP REIMBURSEMENT POLICIES 61

USE OF CITY VEHICLES 63

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DRIVING RECORDS 64

ACCEPTING GRATUITIES..... 64

USING TOBACCO PRODUCTS 64

BUSINESS INTEREST 64

PERSONNEL RECORDS 65

SOCIAL MEDIA USE AND INTERNET POSTING POLICY 65

TRAVEL/TIP REIMBURSEMENT POLICIES

This policy applies to all city employees and/or elected city officials who may have reasons to travel out of town on official city business. No expenses shall be reimbursed unless travel is authorized and approved in advance by department head and/or Mayor of the Town of Ashland City.

1. Transportation

- a. **Air Transportation:** The city will pay for regular class or business class air travel as a general rule and will only pay for first class travel where the need is clearly indicated and approved in advance. Air travel will be utilized when the distance involved in the travel indicated is the mode travel of more economical.
- b. **City Vehicles:** If a city vehicle is generally available and does not otherwise interfere with the regular utilization of said vehicle, it should be used in lieu of a personal/private automobile. Arrangements for these vehicles should be made in advance through the appropriate department head. Proof of actual gasoline purchase must be presented for reimbursement.
- c. **Private Automobile:** The use of a private automobile for travel on official business may be authorized by department head, but only with the concurrence of the Mayor of the city. The Department Head or Mayor shall be notified prior to the employee's use of his/her personal vehicle for city business. Authorized to use their personal vehicles, employees shall be reimbursed *at the current federal per mile reimbursement rate* for actual miles driven. Only mileage on official business may be claimed; from origin to destination of official business and return by the most direct route, together with the mileage incurred at the destination. The cost of other related expenses, such as tolls, parking, and other vehicular expenses will be reimbursed.
- d. **Non-Reimbursable Vehicular Expenses:** The employee will NOT be reimbursed for any fines, traffic violations, or parking tickets incurred while on official business.
- e. **Rental Vehicles Associated with Air Travel:** The cost of a rental vehicle will be paid for by the city, if and when reasonably incurred by the employee as a result of traveling by air to the destination. Rental car authorization must be AUTHORIZED IN

ADVANCE by the department head and the Mayor. The City Recorder must also be notified in advance of the anticipated travel. Receipts for the cost of rental cars should accompany the request for reimbursement.

- f. **Other Considerations:** The selected mode of travel will be based on the best interest of the city. Additional factors to be considered in determining the most economical mode of transportation will include distance, length of travel time, salary, fuel, meals, etc.

RESOLUTION 2024 _____

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO RESTRICT ALL TRAVEL OF THRIVE 55.

WHEREAS, the Council of the Town of Ashland City, has discovered that Thrive 55 which is a Department of the Town of Ashland City, has been taking extensive trips outside of the State of Tennessee;

WHEREAS, the Council wants to establish a policy specifically for Thrive 55 and their travel; and

WHEREAS, the City currently has a travel policy that requires that all travel be approved by the Mayor and or Department head. In the event of travel by the Department head the travel should be approved by the Mayor under the current policy in that a Department head can not approve their own travel.

WHEREAS, the Council does not believe that Thrive 55 should be in the travel business and it is not a fiscally sound use of the City's finances and tax payers money for these trips.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that all future travel that is City sponsored with Thrive 55 from this date forward shall be limited to no overnight and only travel within a sixty-mile radius with prior approval by the Mayor.

We, the City Council, meeting in Regular Session on this the 13th day of August, 2024 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor

City Recorder

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: General Government

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

Item: Furniture from old City Hall

Description: Desks, Chairs, book shelves, etc.

Serial Number: _____

Age: _____ Asset Number: _____

Estimated Remaining Useful Life (Years): _____

Purchase Price: _____ Current Estimated Value: _____

Reason for making the nomination: _____

Does not fit the needs of the new City Hall. Donating items to the Historical Society. Dispose the other items.

Signature: Dan Johnson

Date: 7-11-24

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 31, 2022.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

The Effective Date of this Amendment is: July 9, 2024

Background Data

Effective Date of Owner-Engineer Agreement: March 31, 2022

Owner: Town of Ashland City, TN

Engineer: Civil & Environmental Consultants, Inc.

Project: 190-150

Nature of Amendment:

 X Modifications of payment to Engineer

Description of Modifications:

Deductive change order for conflict between second floor concrete slab and conduit/electrical design. Payment modification is CEC contribution for additional labor, materials and costs for removal of installed conduit and purchase/installation of new rigid conduit by Reeves Young for the Town of Ashland City, TN. CEC will provide Resident Project Representative services during the extension period set forth in this Amendment at no cost to the Town.

Agreement Summary:

Original agreement amount: \$1,776,540.00
Net change for prior amendments: \$198,000
This amendment amount: (\$224,006)
Adjusted Agreement amount: \$1,750,534

Change in time for services (days or date, as applicable): 47

Acceptance of this Amendment represents full and complete settlement of all costs, expenses, impacts, delays, or other damages as a result of this change.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

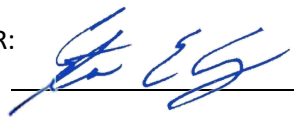
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
By: _____

Print
name: _____

Title: _____

Date Signed: _____

ENGINEER: 
By: _____

Print
name: Steven E. Casey, P.E. _____

Title: Vice President _____

Date Signed: August 8, 2024 _____

**FIRST AMENDMENT TO LEASE AGREEMENT FOR THE ESTABLISHMENT AND
MAINTENANCE OF THE ASHLAND CITY – CUMBERLAND RIVER
BICENTENNIAL TRAIL**

This First Amendment is made and entered into this 1st day of August 2023, by and between CHEATHAM COUNTY RAIL AUTHORITY (“Lessor”), R. J. CORMAN RAILROAD COMPANY/NASHVILLE & WESTERN RAILROAD LINE (“Operator”), and CITY OF ASHLAND CITY, TENNESSEE (“Lessee”).

RECITALS:

WHEREAS, The Lessor and Lessee are parties to a certain Lease Agreement for the Establishment and Maintenance of the Ashland City – Cumberland River Bicentennial Trail (“the Agreement”) dated April 16, 1996.

WHEREAS, the Lessor and the Lessee mutually desire to amend the Agreement to extend the term of the Agreement as setout below.

Article III. Term of Lease Section 3.1 Term. shall be renewed and amended as such that the term of the Agreement shall be extended for twenty-five years (25) expiring on July 31, 2048, or unless earlier terminated as provided for in the Agreement.

In all other respects, the terms of the original Agreement remain in effect. No changes or deviation from the Agreement may be made except in conformity with one or more Amendment(s) executed prior to all such changes or deviations.

This Amendment is hereby made a part of the Lease Agreement for the Establishment and Maintenance of the Ashland City – Cumberland River Bicentennial Trail and supersedes any contrary provisions contained therein; and the terms of this Amendment shall be controlling.

Signature Page to Follow

IN WITNESS WHEREOF, we have executed this Amendment to the Agreement on the day and year first shown above.

LESSOR:

CHEATHAM COUNTY RAIL
AUTHORITY

BY: Ed Cole

PRINT: Ed Cole

TITLE: Board Chair CCRA

LESSEE:

CITY OF ASHLAND CITY, TENNESSEE

BY: _____

PRINT: _____

TITLE: _____

OPERATOR:

R. J. CORMAN RAILROAD COMPANY/
NASHVILLE & WESTERN RAILROAD
LINE

BY: _____

PRINT: _____

TITLE: _____