



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

November 09, 2021 6:00 PM

Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) September 21, 2021 Special Called Council Meeting Minutes
- [2.](#) October 12, 2021 City Council Meeting Minutes

PUBLIC FORUM

REPORTS

3. City Attorney

OLD BUSINESS

4. Soccer Club Proposal
5. Catfish on the Cumberland Request (Chamber of Commerce)
6. Dog Park Update
7. Canoe/Kayak Access Structure Update
- [8.](#) Ordinance: Budget Amendment #3 (GNRC)

NEW BUSINESS

- [9.](#) Redistricting Wards Discussion
10. Speed Limits
11. PT Fire Pay Increase Discussion
- [12.](#) U.S. Geological Survey Joint Funding Agreement
- [13.](#) New Job Description
- [14.](#) Repeal Ordinance #389
- [15.](#) Resolution: Updating the Personnel Policy - Section III Leave
- [16.](#) Resolution: Establishing an IT Policy
- [17.](#) Resolution: Updating the Personnel Policy- Section IX Misc Policies
- [18.](#) Resolution: Health Benefits for PT Employees
- [19.](#) Resolution: Updating the Wage and Salary Policy
- [20.](#) Resolution: Initial Resolution Authorizing Interim New Fire Hall Financing
- [21.](#) Resolution: Authorizing Loan and Loan agreement for New Fire Hall Interim Financing
- [22.](#) Ordinance: Budget Amendment #4 (Fire and Police)
- [23.](#) Ordinance: Amend Ordinance 561- Land Use Regulations

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

24. Request to Bid: Sewer Rehab

25. Request to Bid: Sewer Treatment Plant

[26.](#) Request to Bid: Mowing Contract

[27.](#) Award Bid: Public Works and Police Department Roof Replacement

[28.](#) Award Bid: Fencing at Tennis Court

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.



TOWN OF ASHLAND CITY
Special Called City Council Meeting
September 21, 2021 6:00 PM
Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:01 p.m.

ROLL CALL

PRESENT

Mayor Steve Allen

Vice Mayor Daniel Anderson

Councilman Tim Adkins

Councilman Gerald Greer

Councilman Roger Jackson

Councilman Chris Kerrigan

Councilman JT Smith

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Ms. Martin stated that the September 14, 2021 City Council Meeting Minutes will be approved at the next council meeting.

PUBLIC FORUM

Peggy Stinnett- Ms. Stinnett stated that she lives on Little Marrowbone and she was concerned about the rezoning. She stated that she was concerned with the capacity on the sewer, the number of people and traffic, and the stormwater runoff. Ms. Stinnett stated that she did not think the collection system could get it all to the sewer plant and wanted to know who would bear the costs of handling that if it didn't. She questioned where the stormwater would go and would it be draining into Marrowbone Creek. Ms. Stinnett stated that there are so many people coming in and out on Highway 12 already and adding this many people would increase that traffic.

Mr. Johnny Veach - Mr. Veach stated that he has been a resident on Little Marrowbone for 32 years. He stated that someone is going to get killed at the intersection of Little Marrowbone and Highway 12 if this development goes in. He stated that there would need to be a turning lane or red light added. Mr. Veach questioned where the stormwater would go and stated that he feels sorry for the people that currently live in the brick houses there because when a paved road is put in it is going to wash them out.

Ms. Deborah Doyle - Ms. Doyle stated that she lives on Little Marrowbone. She stated that the Ordinance suggests that the land will be zoned like the existing land around it but there are not any commercial developments for acres. She stated that Little Marrowbone is in a floodplain and this development will increase the flooding in this area. Ms. Doyle stated that there is a family cemetery on this property and there is concern about what would happen with it.

Mr. Dominic Doyle - Mr. Doyle stated that he was married to Ms. Doyle and he was wanting to address the concerns about the traffic and the flooding. He presented a map to the council that shows the layout of the homes. Mr. Doyle stated that with the homes proposed there would be an additional 118 cars at least. He stated that he was not concerned about taxpayers or property values, he was concerned about the traffic. Mr. Doyle stated that a traffic light or a turning lane would be needed. He questioned who would be able to afford the houses starting at \$400,000.00.

Ms. Jane Crisp - Ms. Crisp stated that she was there regarding the zoning change and the inadequate notice for a public forum. She stated that she did not believe there was adequate notice given to the public and the graveyard wasn't even referred to the County Historian. Ms. Crisp stated that there was a house that sits on the property and it is not being preserved and that the traffic would be

horrendous if this development goes in. She questioned if what was proposed would even be developed there because the owner hasn't even followed through with the last development he promised.

Mr. John Ryder - Mr. Ryder stated that he lives on Little Marrowbone and his biggest concern was that Ashland City was catching the overbuild from Bellevue and West Nashville. He stated that we could not sustain that kind of development. Mr. Ryder stated that it was important that we offer our land to people that will take care of our community. He stated that there should be single-family houses going there that people can afford.

OLD BUSINESS

1. Fencing at Tennis Court Bid: Rail Addition

Ms. Martin stated that this would need to be rebid due to the bid tabulation being a public document before a quote for the addition was given. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve a rebid. All approved by voice vote.

NEW BUSINESS

2. Music on Main: Marrowbone Creek Beer Sales

Mr. Sampson stated that he wanted to hear what the council thought about having beer sales at Music on Main. Vice Mayor Anderson asked Chief Matlock what his thoughts were. Chief Matlock stated that in the past we have prided ourselves on this being a family-oriented event and his concern would be what preparations were going to be made. Ms. Noe stated that since this is a City function this would be our choice if we want it there. She stated that the first hurdle is to decide if we want alcohol and then we would decide what kind, who, etc but she is not sure there is enough time to get this approved. Councilman Kerrigan stated that a lot of people have asked for it and he thought that a beer garden was a great idea. Councilman Jackson stated he wanted to leave it like it is. A motion was made by Councilman Jackson, seconded by Councilman Greer, to deny beer sales at Music on Main. All approved by voice vote.

3. Ordinance: Rezone Request 1070 Little Marrowbone

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 35.03 OF CHEATHAM COUNTY TAX MAP 62, LOCATED ON LITTLE MARROWBONE. Chief Walker stated that this piece of property being voted on is separate from the property with the cemetery. He stated that the property with the cemetery has already been voted on and rezoned to R4 and they can do what they want with it. Ms. Amanda Bell stated that there is a housing shortage and there will not be enough homes for the people in need for three(3) to five (5) years from now. She stated that it is going to take people investing in their communities, building new construction to house all the people who want to buy a home. Ms. Bell stated there is a need for various types of housing and this is not an apartment complex and that these people will own their homes and investing in their community. She stated that these will be 2200sq foot to 2800sq foot townhomes. Ms. Bell stated that they will be working with environmental and engineers to do things right and that includes adding a turning lane and redlight. Mr. Mike Stuart stated that these homes will not be rentals and it is not commercial property. He stated that whatever decision is made on the rezone has no effect on what will be done with the cemetery and that the decision is up to the owner. Mr. Stuart stated that regardless of what is done it will be preserved and he shared photos with the Council of the current conditions of the cemetery. He stated that he has attempted to contact the County Historian about it, but has been unsuccessful. After much discussion, a motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to deny the rezone. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilman Smith. Voting Nay: Mayor Allen.

SURPLUS PROPERTY NOMINATIONS

None.

EXPENDITURE REQUESTS

None.

OTHER

Mayor Allen stated that everything was good to go with Rural Development on Fire Hall and City Hall.

ADJOURNMENT

A motion was made by Councilman Greer, seconded by Vice Mayor Anderson, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:58 p.m.

MAYOR STEVE ALLEN

INTERIM CITY RECORDER ALICIA MARTIN, CMFO

DRAFT



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
October 12, 2021 6:00 PM
Minutes

CALL TO ORDER

The meeting was called to order at 6:04 p.m.

ROLL CALL

PRESENT

Mayor Steve Allen

Vice Mayor Daniel Anderson

Councilman Gerald Greer

Councilman JT Smith

ABSENT

Councilman Tim Adkins

Councilman Roger Jackson

Councilman Chris Kerrigan

PLEDGE AND PRAYER

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. September 14, 2021 City Council Meeting Minutes

A motion was made by Councilman Smith, seconded by Vice Mayor Anderson, to approve the minutes with any additions or corrections. All approved by voice vote.

PUBLIC FORUM

Saeid Kiani - Mr. Kiani stated that he is a business owner here and the company has made some investments in the past 3 years in Ashland City. He stated that Ashland City is a great location for a sports complex and that he would like to team up with the City to get a soccer complex or multi-sports complex. Mr. Kiani stated that soccer is a rapidly growing sport and he believes this complex would bring in some tremendous soccer activity to Ashland City. He stated that the complex could be used as a training facility and to hold tournaments. Mr. Kiani stated that his intentions are very serious.

REPORTS

2. City Attorney

Ms. Noe stated that everything she had to report was already on the agenda.

OLD BUSINESS

3. City Recorder Discussion

Ms. Bowman stated that this was just the formality needed to readvertise. She stated that we have not received any more applications.

4. Ordinance: Budget Amendment (AFG Grant)

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

Ms. Bowman stated that this was a budget amendment for the grant the Fire department received and this was the second and final reading. She stated the grant was \$146,904.76 and the match would be \$7,345.24. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the budget amendment. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.

NEW BUSINESS

5. Catfish on the Cumberland Request (Chamber of Commerce)
Mr. Sampson asked to defer this until the next meeting. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to defer. All approved by voice vote.
6. Parks Advisory Board Vacancy
Mr. Sampson stated that this was just to let the council know that there was a vacancy on the Parks Advisory Board. Mayor Allen stated that he has a couple of prospects that are supposed to get back to him.
7. Soccer Club Proposal
Mr. Sampson stated that he wanted to point out that the goals down at Riverbluff Park belong to the Cheatham County Soccer Association and if the City decides to move forward with this proposal, we would need to work really closely with them.
8. Watchguard Agreement
Chief Ray stated that this is the agreement for their body and in-car cameras. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.
9. GNRC Contract Amendment
Ms. Batts stated that this was an amendment to the GNRC contract. She stated that she told the council last week that there was an error and since the meeting, they have corrected it. Ms. Batts stated that this was the money used to serve seniors groceries every month and they currently serve 29 seniors. A motion was made by Vice Mayor Anderson, Seconded by Councilman Smith, to approve the agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.
10. Intern for ACFD: Clinical Affiliation Agreement
Chief Noe stated that this was an agreement for one of their volunteers currently going through the training program. He stated that this would allow them to get credit hours for school. Ms. Noe stated that there is a modification on #5 in the agreement. She stated that it is an indemnification clause. A motion was made by Councilman Greer, seconded by Vice Mayor Anderson, to approve the agreement with modifications. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.
11. State Contract: Canon
Ms. Batts stated that the current contract is \$193.00 per month and the new contract with the state would be 74.62 per month so it would save quite a bit. A motion was made by Vice Mayor Anderson, seconded by Councilman Smith, to approve the contract. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.
12. NFSA Contract
Chief Noe stated that this was an agreement with NFSA and Ashland City that would allow them to store their demo trailers at our training grounds and they will give us \$25,000 to build a 20x60 awning. He stated that they would help us build out the training facility to have hands-on sprinkler training. Ms. Noe stated there was a modification on #7 in the agreement. She stated that the indemnification clause needs to be deleted. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the agreement with modifications. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.
13. ESO Records Management Software
Chief Noe stated that this is for the software they use at the Fire Department. He stated that the company they were using was bought out by a new company and the price more than doubled. Chief Noe stated that they shopped around and decided that it was best to stay with this software because it does everything they need. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer to approve the software agreement.
Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.
14. Resolution: TAP Grant Participation

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION ALTERNATIVES

GRANT PROGRAM. Mr. Sampson stated that this is a grant he would like to apply for to help bring the trails into town. A motion was made by Councilman Greer, seconded by Vice Mayor Anderson, to authorize the grant application. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.

15. Repeal Prior & Adoption of New Resolution: City Hall General Obligation Bond
A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$5,300,000 OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES. Ms. Bowman stated that this is where the new language came down from the state and we have to pass a new resolution for City Hall with the new language. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.
16. Repeal Prior & Adoption of New Resolution: Fire Hall General Obligation Bond
A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$5,560,000 OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES. Ms. Bowman stated that this is the same as the last resolution but for the Fire Hall. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the resolution. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith
17. Resolution for T-Mobile Hometown Grants Program.
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE T-MOBILE HOMETOWN GRANT PROGRAM. Mr. Sampson stated that this was a grant he would like to apply for to use towards Caldwell Park. A motion was made by Councilman Greer, seconded by Councilman Smith, to authorize the grant application. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith
18. Resolution: TCAD Grant
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE TCAD SENIOR CENTER GRANT PROGRAM. Ms. Batts stated that this is a grant through Tennessee Commission on Aging and Disability. She stated that it is a competitive grant for \$5000.00 and no match. Ms. Batts stated that it would be used to help fund programs at the center. A motion was made by Councilman Greer, seconded by Councilman Smith, to authorize the grant application. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.
19. Ordinance: Budget Amendment #3 (GNRC)
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR. Ms. Bowman stated that this is a budget amendment for the GNRC contract approved earlier and it is the first reading. She stated the total line item would have \$47,325.00. A motion was made by Vice Mayor Anderson, seconded by Councilman Smith, to approve the budget amendment. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Greer, Councilman Smith.

SURPLUS PROPERTY NOMINATIONS

20. Christmas Surplus Decorations
Mr. Sampson stated that this was to get rid of the old decorations because they got new ones to replace them. A motion was made by Councilman Smith, seconded by Councilman Greer, to approve the surplus. All approved by voice vote.
21. Meters
Ms. Bowman stated that this was to trade the old meters in to get a discount on the new meters. A motion was made by Councilman Greer, seconded by Councilman Smith, to approve

the surplus. All approved by voice vote.

OTHER

Mayor Allen stated that we are moving forward with funding. He stated that we signed all the closing documents for the Sewer Treatment Plant and next will be funding on the Fire Hall. Councilman Greer asked if there was a completion date for City Hall. Mayor Allen stated there was not and getting funding is really slow. Councilman Greer asked how long they expected it would take to build. Vice Mayor Anderson stated that it would probably be about fourteen (14) months.

Councilman Greer stated that he has received a lot of comments regarding the minutes and that they do not include everything being said. He asked if everything was audible when recorded. Ms. Bowman stated that it was. Ms. Noe stated that it is not required by state law to record minutes word for word.

ADJOURNMENT

A motion was made by Councilman Greer, seconded by Vice Mayor Anderson, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:32 p.m.

MAYOR STEVE ALLEN

INTERIM CITY RECORDER ALICIA MARTIN, CMFO

ORDINANCE #

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

WHEREAS, the Mayor and Council appropriate \$30,825. in the General Fund; in the Senior Center Department for the Amendment to GNRC Contract. Contract #2021-C21 amendment will increase CARES Act Extension and additional funding for grocery program by \$47,325 through September 30, 2022.

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Senior Center Department	\$362,945.00	\$393,770.00

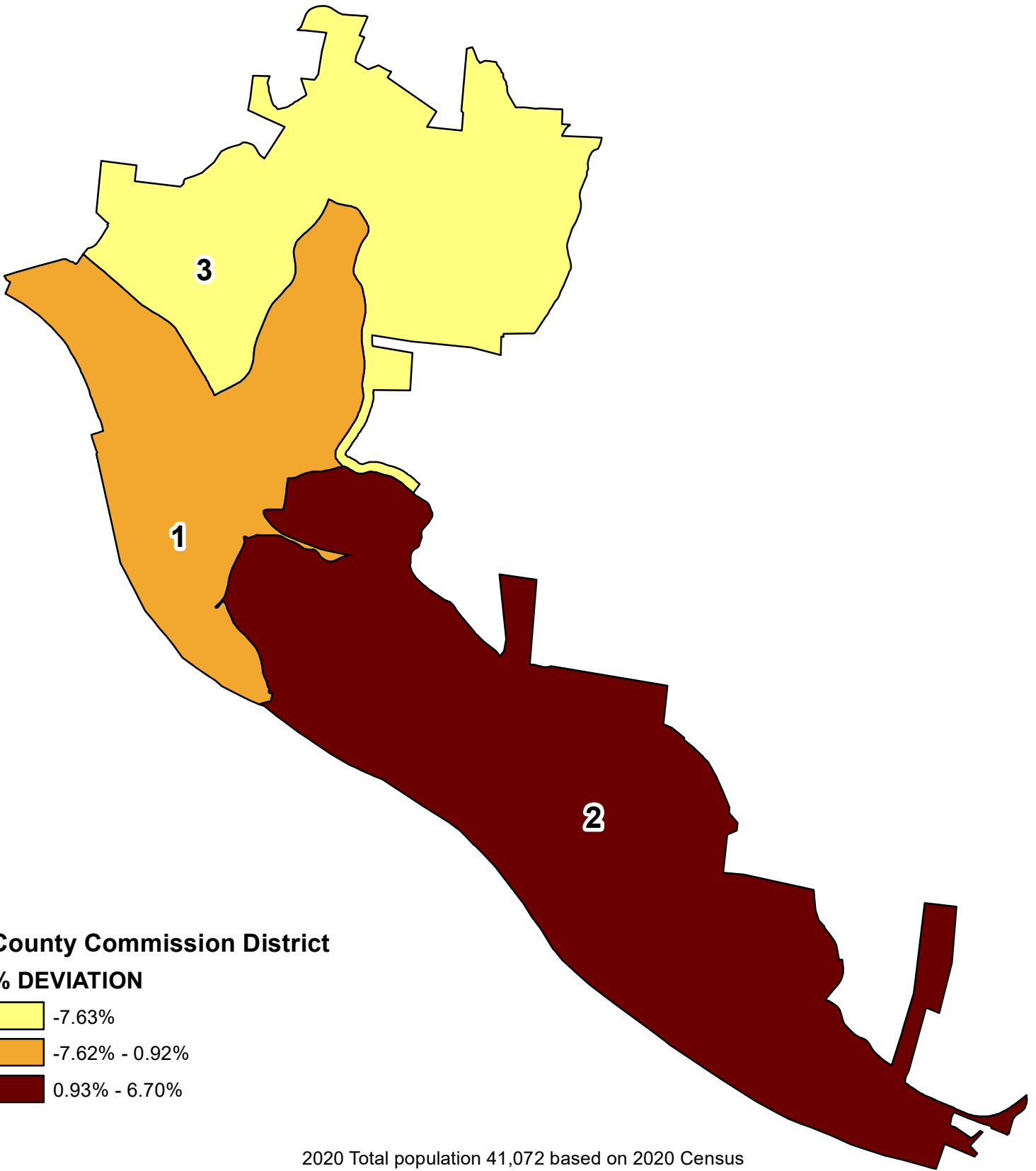
1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

Ashland City Wards and Population Summary



County Commission District

% DEVIATION

- 7.63%
- 7.62% - 0.92%
- 0.93% - 6.70%

2020 Total population 41,072 based on 2020 Census
 Overall Range [6.7 - (-7.63)] = 14.33

DISTRICT	NUMCOMS	TOTALPOP	DEVIATION	% DEV	WHPOP	BLPOP	OTHERPOP	HISPOP
1	1	1,747	16	0.92%	1,380	83	284	210
2	1	1,847	116	6.7%	1,522	148	177	96
3	1	1,599	-132	-7.63%	1,359	79	161	120

This map is provided as a public service and is for informational purposes only. It is not an endorsement or approval by the Comptroller of the Treasury of any proposed district boundaries contained herein.

Table percentages may have been rounded.



United States Department of the Interior

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

October 13, 2021

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

Dear Ms. Martin:

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

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

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

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

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
22MLJFATNDA085 (2)

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

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

Fixed Cost Agreement YES[X] NO[]

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

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

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

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

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

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

Water Resource Investigations

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

USGS Technical Point of Contact

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

Customer Technical Point of Contact

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

USGS Billing Point of Contact

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

Customer Billing Point of Contact

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

U.S. Geological Survey
United States
Department of Interior

Town of Ashland City

Signature

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

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

JOB DESCRIPTION

**Town of Ashland City
Department of Building and Codes
233 Tennessee Waltz Parkway**

CLASSIFICATION TITLE:	Building/Codes Official
DEPARTMENT:	Building/Codes
REVISION DATE:	10/26/2021
REPORTS TO:	Mayor
EMPLOYMENT STATUS:	Full Time
FLSA STATUS:	Exempt
PAY RANGE:	\$55,601 – 84,220

JOB SUMMARY

This position is under the administrative direction of the Mayor. The employee is responsible for administration and supervision of the code enforcement compliance programs relative to the construction, alteration and repair of buildings and enforcement of current zoning regulations. Work includes supervision of code inspection activities, review of subdivision and other development plans and providing appropriate recommendations to the Planning Commission. The employee performs inspections of subdivisions and other development work, coordinates performance bonds and/or letters of credit and prepares the Planning Commission agenda. Instructions to the employee are general and the employee must routinely use independent judgement when performing tasks.

ESSENTIAL FUNCTIONS OF THE JOB

- Collects and accounts for permits.
- Responsible for flood plain management.
- Meets with the Planning Commission and the Zoning & Appeals Board.
- Inspects building construction sites for conforming to approved plans and compliance with applicable codes and ordinances.
- Interprets, explains and enforces codes and ordinances.
- Reviews construction plans to determine if plans are in compliance with permits and codes.
- Must establish and maintain an effective working relationship with contractor, public, and other employees.
- Ability to evaluate and make decisions.
- Physical and mental ability to climb to different heights and function in close quarters for inspections.

ADDITIONAL EXAMPLES OF WORK PERFORMED

(Any one position may not include all of the listed duties or duties which may be performed.)

- Investigates complaints of local code, building, construction, or fire code violations.
- Issues building permits.
- Assists in the preparation of proposed code changes.
- Consults with builders, contractors, engineers, and architects regarding Southern Building Code and state and local guidelines.
- Provides monthly reports regarding permits and fees.

REQUIRED KNOWLEDGE AND ABILITIES

- Knowledge of the Federal Flood Plain Regulations.
- Knowledge of state, city and county building codes governing the construction and maintenance of buildings.
- Knowledge of basic plumbing and electrical functions.
- Knowledge of the Southern Standard Building Code.
- Knowledge of the geographic area of the city.
- Ability to read and interpret construction plans and blue prints.
- Ability to ascertain facts by personal contract, observation, and the examination of records.
- Ability to explain and interpret pertinent provisions of law, ordinances, and regulations.
- Ability to keep records and make operational reports.
- Ability to intermittently sit, stand and stoop and must distinguish between shades of color.
- Work requires use of protective devices such as hard hats.
- Ability to make math calculations.

QUALIFICATIONS

- Current certifications as building inspector through State of Tennessee or ability to obtain within one year.
- Possess a valid driver's license through the State of Tennessee.
- Graduation from a standard high school, or equivalent, or five years' experience in building construction or inspection.
- Must pass drug screen by licensed physician.

EQUIPMENT OPERATED

- Computer, printer, and general office equipment/tools/supplies
- Codes software
- Microsoft Office Suites
- Cell phone
- Light duty vehicle

WORKING CONDITIONS

- Work performed is generally outdoors and some tasks may be performed regardless of weather conditions when necessary. The employee will be exposed to dirt, dust, loud noises, and tobacco smoke.

USUAL PHYSICAL DEMANDS

- Ability, physically and mentally to climb to different heights and function in close quarters for inspections.
- Must possess ability to communicate effectively with contractors, the public, office staff and leadership.

- Employee will also operate a light duty vehicle.
- Ability, physically and mentally to climb to different heights and function in close quarters for inspections.
- Ability to determine shades of color.
- Must be able to lift up to 50lbs

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.).

The Town of Ashland City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the Town of Ashland City. Contact the city’s Human Resources Director with any questions or requests for accommodation.

MANAGEMENT APPROVAL

Manager’s Signature

____/____/____
 Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee’s Signature

____/____/____
 Date

Ordinance # 389

An Ordinance to establish an IT Policy.

BE IT ORDAINED by the Mayor and Council of the Town of Ashland City, that the city desires to implement an IT policy to standardize the workstation computers and laptops, and to standardize the city's network servers. Basically configuring the city as a whole and simplify the IT requirements. The benefits of this policy are to decrease the costs of single purchases, improve the efficiency, the consistency, and lower the personnel hours used to repair and maintain each computer.

FURTHER, the Mayor of the Town of Ashland City has appointed an IT Committee consisting of 3 or more of the city department heads plus the Mayor, to see to the needs of the city as a whole and from this point forward all departments are to confer with said committee before purchase of any computers or hardware equipment to include but not limited to printers, scanners and servers to keep with the before said plan.

WHEREAS, the city prefers to pay for capital projects on a current basis and to maintain proper departmental budgeting all computers and servers will be put on a 4 year rotation plan and the IT Committee will prepare the bid specifications.


FURTHER, the IT committee will be responsible for the procurement of any needed computers or equipment to maintain effective costs. The IT committee will compile a 5 year plan that will be updated on an annual basis during the month of January with costs associated for future technology improvement. As the Mayor and Council has always and will continue to be prudent with our public funds through close budget management 100% of the funds for these improvements will be set aside from the revenues received from our traffic school. The IT committee will offer in house training on the usage of new computers and Microsoft office software and other software when applicable.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Ashland City, Tennessee that the IT policy shall apply and be put into effect 20 days after the final passage of this ordinance the public welfare requiring it.

1st reading 11-8-11

Public hearing 12-13-11

2nd reading 12-13-11



Gary Norwood, Mayor



Phyllis Schaeffer, City recorder

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION III. LEAVE OF THE
PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING
EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2020-33 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 9th day of November, 2021 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

Interim City Recorder Alicia Martin, CMFO

SECTION III – LEAVE

LEGAL HOLIDAYS

All offices and shops of the Town of Ashland City, Tennessee, except emergency and necessary operations, will be closed and employees excused on the following legal holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	Tues following the first Monday in November (Even years only)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Years Eve	December 31

When a holiday falls on Saturday, offices will be closed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

To receive compensation for a holiday, employees eligible for holidays must be in a pay status (not on leave without pay or on worker's compensation) on their last regular shift scheduled before a holiday and their first regularly scheduled shift after a holiday.

Employees required to work on one of the above listed holidays shall receive his regular pay for the holiday worked and an additional days pay as holiday pay. Further, if on an on-call status during a holiday week when called out the employee will be paid at the overtime rate of 1 ½ times the employee's regular rate. This includes those employees called in by the dept. head to help the on-call person during a holiday week. Employees are only paid overtime if they have exceeded forty (40) hours in the work week. It shall be the department heads responsibility to report to payroll the names, hours, and dates of employees who work holidays. This shall be reported as soon as possible, but in no case, later than three workdays after the holiday.

Any employee on sick leave before and after a holiday is assumed to be sick on the holiday and will receive holiday pay.

Legal holidays falling within an employee's vacation period are not to be counted as vacation days.

RESOLUTION NO. 2021-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ESTABLISH AN IT POLICY

WHEREAS, the Mayor and City Council wish to establish an IT Policy to implement standards and guidelines for the City’s computer systems; and

WHEREAS, the policy shall effectively help maintain internal controls.

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 9th day of November, 2021 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

Interim City Recorder Alicia Martin, CMFO

Information Technology (IT) Policy

Information Technology Citywide Technology Standards

This policy provides procedures, standards, and guidelines to plan for, acquire, implement, and manage the City's computer systems. To satisfy that intent, rules have been formulated to ensure that information resources fit together in a citywide system capable of providing ready access to information, computing, and communication resources. This policy and related information technology standards apply to hardware and software acquired and/or developed by all departments. While every attempt is made to respect the privacy of our users, general usage is monitored in order to detect unauthorized access and illegal activities. When illegal or inappropriate activities are suspected, users' files may be inspected. Anyone making use of this computer system expressly consents to such monitoring and is advised that evidence of criminal activity may be provided to law enforcement officials. The development of a citywide computer system requires the establishment of technical standards based upon international industry standards to the maximum extent possible. Information Technology is responsible for establishing, updating, and communicating the City's Information Technology Standards. The City's dependence on computer technology requires policies and procedures to provide adequate protection for these resources. For these reasons, internal procedures will address security for stand-alone and shared computer resources. All City Departments will apply the Information Technology adopted Information Technology Policies and standards to all procurement and application development projects to the maximum extent possible. Exemption Process Occasionally, departments may have special conditions or extraordinary requirements that prevent them from conforming to a standard. Department managers may request an exemption from the Information Technology Department.

IT Mission

To provide innovative and secure technology serving the city government and its residents.

IT Vision

Connecting employees and citizens using efficient, leading-edge technology to promote enhanced government services.

IT Values

- Accountability
- Teamwork & Coordination
- Confidentiality & Privacy
- Adaptability & Flexibility
- Achievement & Excellence
- Creativity & Innovation
- Respect
- Hard Work & Effort

- Customer – Focused

Responsibilities of the Department of Information Technology

- The information technology (IT) department shall be responsible for maintaining, installing, upgrading, and supporting all information technology hardware, software, and online systems; providing internet security; backing up data; researching and providing technical expertise for information technology-related issues.
- The IT department shall provide services to all departments of the city.

Powers and duties of the Department of Information Technology

- Manage and coordinate internal information technology systems and data processing functions.
- Coordinate the acquisition, development, and implementation of computer applications, and recommend changes and improvements to operations and programming.
- Direct the design, coordination, and operation of the local and wide area network and the evaluation and implementation of computers throughout the city.
- Develop and operate automated information systems for the purpose of providing efficient data handling.
- Coordinate with departments, recommend and establish policies, procedures, and standards for the development of the City's technology operations, subject to the approval of the Council.
- To provide leadership to the city council, Mayor, and directors on the alignment of technology with city initiatives, planning priorities, policy, and strategic objectives.

Acquisition of technology resources.

No City Department Head or employee shall acquire, through purchase, lease or any form of contract, any information technology resources for the City except through, in coordination with, or in accordance with, policies, guidelines, standards, and procedures established by the Technology Department and subject to approval by Council.

Guidelines for Technology Policy

- No one shall use any City computer or network facility for non-City business without proper authorization.
- No one shall connect any computers or equipment to City's network unless approved by Information Technology
- No one shall download, copy or install any software that violates copyright or licensing agreements.
- Games are prohibited on ALL City computers.
- No one shall use City E-mail for personal correspondence.

- No one shall give any passwords for any City computer to any unauthorized person, nor obtain any other person's password.
- No one shall misrepresent his or her identity or relationship to the city when on the Internet or E-mailing.
- City personnel may use the Internet for personal use while on breaks or as permitted by their Department Head.
- No one shall attempt to gain unauthorized access to other users' files or systems.
- Users shall not use any other e-mail services on City-owned computers other than those provided by Information Technology.

City computers and network facilities comprise all computers owned or administered by the Town of Ashland City that are connected to the City's communication facilities, including departmental computers, mobile devices, and voice over IP telephones, and also the City's computer network facilities accessed by anyone from anywhere. Some exclusions apply to the City's guest network as it is open to everyone.

Violations of these policies incur the same types of disciplinary measures as violations of other City policies or state or federal laws, including criminal prosecution in serious cases.

(A) No one shall use any City computer or network facility without proper authorization. No one shall assist in, encourage, or conceal from authorities any unauthorized use, or attempt at unauthorized use, of any of the City's computers or network facilities. Comment: Computers and networks are just like any other City facilities – they are to be used only by people who have permission. Using a computer without permission is theft of services and is illegal under state and federal laws.

(B) No one shall knowingly endanger the security of any City Computer or network facility, nor willfully interfere with others' authorized computer usage. Comment: Many of the other regulations given here deal with specific acts of this kind. You should not assume that other malicious acts or deliberate security violations are permissible merely because there is no specific rule against them.

(C) No one shall use the City's communication facilities to attempt unauthorized use, nor to interfere with others' legitimate use, of any computer or network facility anywhere. Comments: State and federal laws forbid malicious disruption of computers. Town of Ashland City does not tolerate individuals who invade others' privacy, steal computer services, or commit misrepresentation or fraud; nor pranksters who attempt to disrupt computers or network facilities for any other purpose. The mere lack of security measures does not mean that a computer is open to anyone who wishes to use it. The same goes for unauthorized use of communication paths.

(D) No one shall connect any computer or device to any of the City's networks unless it meets technical and security standards and is specifically approved by Information Technology. Comments: The applicable requirements depend on what kind of connection is being made. For example, connecting to the citywide network requires special authorization, because one improperly configured machine on a network can cause widespread disruption.

(E) All users shall share computing resources in accordance with policies set for the computers involved, giving priority to more important work and cooperating with other users of the same equipment. Comments: If you need an unusual amount of disk space, CPU time, or other resources,

check with the administrators in charge of the computer rather than risk disrupting others' work. When resources are tight, work that is necessary to the City's mission must take priority over computing that is done to pursue personal interest or self-training on side topics. Also, no matter how important your work may be, you are only entitled to one person's fair share of the machine unless additional resources are available and appropriate permission has been granted. Priorities for any particular machine are set by the administrators in charge of it in consultation with the user community. Obtaining extra computer resources through any form of deception (e.g., secretly opening multiple accounts, misrepresenting the nature of your work, or the like) is strictly prohibited.

(F) No one without specific authorization shall use any City Computer or network facility for non-City business. Comments: By law, the city can only provide computer services for its own work, not for private use. In this respect the City's computers are different from those owned by colleges or corporations. It is improper to use the City's computers for political campaigns, fund-raising, commercial enterprises, mass mailings, or other outside activities that have not been granted the use of the City's facilities. Do not store personal files, including but not limited to, pictures, documents, and music on City computers. The Information Technology Department reserves the right to remove personal files from City computers. You should be aware that the ability to use a computer and/or service does not constitute permission or authorization. If you have questions, contact your supervisor or someone from the Information Technology Department.

(G) No one shall give any password for any City computer or network facility to any unauthorized person, nor obtain any other person's password by any unauthorized means whatsoever. No one except the System or LAN Administrators in charge of a computer is authorized to issue passwords for that computer. Comments: Giving your password to an unauthorized person can be a crime under Tennessee law. The criterion is not whether you trust them, but whether the city has authorized them. Passwords protect the City's network, not just the individual machines to which they apply. The city insists that each account be used only by the person to whom it belongs, so that if problems are detected or abuse is alleged, the responsible person can be identified. If a department cannot keep passwords secure, it cannot connect its machines to the citywide network. In general, you should never share your password with anyone else. Likewise, you must never use or disclose a password that was given to you improperly. Do not store the password for one computer in another computer. It is easy for anyone to walk up to your personal computer and retrieve passwords that are stored in it or written on paper around the computer. Passwords must be changed every 90 days. You are responsible for choosing a secure password. Don't use names, nicknames, phone numbers, or recognizable words in any language, because some people guess passwords by automatically trying every word in a large dictionary. A strong password should include upper- and lower-case letters, numbers, and/or symbols. Also, a phrase such as "57ityMwb" is a good password, and it's easy to remember because it stands for "57 is the year Michael was born." Your password is secret. System or LAN administrators will not typically ask you for it. The computer will never ask you to type it unless you are logging in or changing your password. Beware of computer programs that ask you to "log in again" or type your password at any other time; they are likely to be scams. (There are rare exceptions on some computers; check with your system manager. If anything, that you don't understand ever happens after you type your password, then change your password immediately.) In some situations, the city authorizes more than one person to a single account, but this is seldom the best way to conduct collaborative work. Instead, use file sharing, groups, and related features of the system you are using.

Email can be redirected automatically to an assistant, who can then forward it to you using a separate mailbox.

(H) No one shall misrepresent his or her identity or relationship to the City when obtaining or using City computer or network privileges. Comments: Naturally, you must not claim to be someone else, nor claim to have a different relationship to the city than you actually do, when obtaining a computer account or access to a lab. ● You must not falsify your name, address, email address, or affiliation when sending email or other messages from a city computer. Doing so can be illegal as well as being an unacceptable use of the City's facilities. ● On some systems, there are ways to post messages without revealing your name and address. Anonymous communication is permissible when there is a legitimate need for additional privacy. It is not a cover for fraudulent or obnoxious behavior, and in cases of abuse, anonymous messages may be traced to their source. Deceptive communication, in which you claim to be some other specific person, is never permitted. ● You can create confusion, and possibly violate trademark law, by using someone else's trademark as your name on the internet.

(I) No one without specific authorization shall read, alter, or delete any other person's computer files or electronic mail. This rule applies regardless of whether the operating system of the computer permits these acts. Comments: Do not try to guess or steal other people's passwords, or read their files, even if the computer permits this.

(J) No one shall download, copy, install, or use any software or data files in violation of applicable copyrights or licensing agreements. Comments: This rule forbids making unauthorized copies, for use elsewhere, of software residing on the City's computers. It also forbids installing or downloading ANY games or using pirated software on City computers. Unauthorized copying is usually a violation of federal copyright law. Some software is "site licensed" and can be used on any City computer. (The terms of various site licenses differ.) Some software is genuinely free; the author allows everyone to use it free of charge. Before copying software, be sure what you are doing is legal, and consult people who have full information. If strangers show up at your computer site saying they are there to check software licenses, you should immediately contact Information Technology and your administrative superiors. Software licenses do not normally authorize these surprise inspections, and there is a substantial risk that the "inspectors" are not legitimate.

(K) No one shall create, install, or knowingly distribute a computer virus, "Trojan Horse," or other surreptitiously destructive program on any City computer or network facility, regardless of whether any demonstrable harm results. Comments: A virus is a hidden computer program that secretly copies itself onto users' disks, often damaging data. A Trojan horse is a program with a hidden, destructive function, or a program designed to trick users into revealing confidential information such as passwords. Even when the harm done by programs of these types is not readily evident, they confuse beginning computer users, degrade CPU performance, and waste the time of system managers who must remove them.

(L) No one without proper authorization shall modify or reconfigure the software or hardware of any City computer or network facility. Comments: Do not modify the hardware, operating system, or application software of a city computer unless someone has given you explicit permission to do so from Information Technology. The other users with whom you share the machine, and the technician on whom you rely for support, are expecting to find it set up exactly the way they left it. City personnel shall adhere to the software license agreement provided with each software product purchased. Only

city owned software shall reside on City owned computers. Authorized evaluation software may be permitted for a fixed period of time. Software is copyright protected in the same manner as other media such as records, books, and film. The fact that software is so easy to copy does not legitimize its duplication. The City will purchase and track the requisite number of licenses and use all commercial software in accordance with licensing agreements.

- The following procedures shall be followed to ensure adherence to software licensing agreements:
 1. Software may be loaded onto City computers only if (1) it is licensed by the City, or (2) it is licensed to an employee of the City and IT, or Department Head has approved its use.
 2. Users are responsible for ensuring that backups of critical data files are made. Users may contact Information Technology for assistance with backups.
 3. Configuration of each workstation shall be determined first by citywide policy and then departmental policy. Only within those parameters is personal preference to be exercised. Information Technology personnel may reconfigure systems and delete unauthorized software and data. Any exceptions, which have been authorized, should be noted in a file.
 4. Computers or terminals shall not be left unattended in a state, which affords unauthorized access to records that compromises security.

(M) Users shall not place confidential information in computers without protecting it appropriately. The city cannot guarantee the privacy of computer files, electronic mail, or other information stored or transmitted by computer unless special arrangements are made. Comments: Due to the nature of most e-mail systems, the physical security of messages cannot be guaranteed. As with voice mail and fax, e-mail systems transmit information through wires or through the airwaves. Because there is a security risk in the use of e-mail, it is suggested that care be taken when transmitting sensitive and non-public data through e-mail. Depending on the content, there may be times when e-mail is not the appropriate vehicle to send a message. The contents of the message determine whether the message is public or non-public. Remember that public data is accessible to the public.

Example uses of e-mail that will not be tolerated:

- Illegal activities
- Wagering, betting, or selling chances
- Harassment
- Fundraising, except for agency-sanctioned activities
- Commercial activities
- Other unethical activities

Since the e-mail messages are City records, you should be aware that department heads have the right to access them at any time with the assistance of the Information Technology department. However, the content of e-mail messages is not routinely monitored or disclosed. Monitoring or disclosure may occur under subpoena or other legal actions, in connection with charges of improper or illegal actions by an individual, unexpected absence of an employee, disciplinary proceedings against an employee, and other appropriate business or technical reasons. Problems or issues regarding agency e-mail should be

directed to the Information Technology Director and/or department heads. Ordinary electronic mail is not private. Do not use it to transmit computer passwords, credit card numbers, personally identifiable information (PII) or information that would be damaging if made public. Bear in mind that some records are required by law and by City policy, to be kept confidential. It is also necessary to protect confidential information about employees. The city will normally respect your privacy but cannot guarantee it absolutely. There are many ways a normally private file can end up being read by others. If email is misaddressed, it may go to one or more recipients who will read it and try to correct the address. For your own protection, system administrators will often look at unusual activity to make sure your account hasn't fallen victim to an attack. Encryption is available for portable devices and email. Contact the Information Technology department for more information. The Tennessee Open Record Act applies to information stored in computers. This act gives citizens the right to obtain copies of "public records" as defined by state law. Requests for public records must be made through proper administrative channels. If you are using personal email to conduct City business, your personal email would become subject to public record requests. If you have a concern regarding any possible violation of the above rules by anyone, please forward the message with your complaint to Amartin@ashlandcitytn.gov.

(N) Users shall take full responsibility for messages that they transmit through the City's computers and network facilities. No one shall use the City's computers to transmit fraudulent, defamatory, harassing, obscene, or threatening messages, or any communications prohibited by law. Comments: Electronic mail (e-mail) is an authorized and recommended method of inter and intra-departmental communications. All City personnel who are assigned an individual e-mail address shall become proficient in the use of the e-mail system. Personnel that have been assigned an individual e-mail address should check incoming messages in a timely manner each workday. All personnel should respond to e-mail, which requires a response, in a timely manner. Any use of technology provided by the City is considered to be public record and may be subject to public disclosure and/or review by authorized city managers in accordance with applicable law. Personnel should understand that they have no legitimate expectation of privacy with regard to any use of technology provided for their use by the city (including but not limited to email, text messaging, internet usage, and telephone/cell phone usage). Never send or keep anything that you would mind seeing on the evening news or being subject to public disclosure. Routine back up of electronic mail will occur as part of the system maintenance. You have exactly the same responsibilities on the computer network as when using other forms of communication. You must obey laws against fraud, defamation, harassment, obscenity, solicitation of illegal acts, threatening or inciting violence, and the like. Bear in mind that uninvited amorous or sexual messages are likely to be construed as harassment. If you are bothered by uninvited email, ask the sender to stop, and then, if necessary, consult your system administrator. Use of the computers to circulate chain letters and pyramid schemes is not permitted. If someone says, "Forward a copy of this to everyone you know on the Internet," don't. Such messages often contain misunderstood or outdated information, or even outright hoaxes. Even when the information is legitimate, chain forwarding is a needlessly expensive way to distribute it. Never participate in schemes to deliberately flood a computer with excessive amounts of email. "Mail bombing" can incapacitate a whole computer or even a whole subnetwork, not just the intended victim. It is considered good practice to use your real name, rather than a nickname or pseudonym, in the headers of all outgoing communications. Use of nicknames is often interpreted as a sign of immaturity or an indication that you are not taking full responsibility for what you are sending out. All users should be aware that there is no guarantee that electronic mail actually came from the person or site indicated in it. Deceptive electronic mail is easy to fake, including

the technical information in the header. Doing so is of course prohibited and is in many cases against the law. Hoaxes, pranks, and con games are common on the Internet. Be on the lookout for misguided “warnings” (about computer viruses, impending legislation, etc.) and false appeals for charity (usually involving dying children). If you get a message that spurs you to take immediate action, it is very likely to be a hoax, even if the person who passed it along to you was perfectly sincere. Also, genuine appeals that are several years old are still circulating as if they were current. Rather than spreading the appeal or “warning”, post a question to the Information Technology department. Use prudent caution when sending out any messages that appears to be an official communication from the city. If the header identifies your message as coming from an administrative office or from the office of someone other than yourself (e.g., “City Clerk”), recipients will presume that you are speaking for that office or person. It is important to distinguish actions taken to punish a person from actions taken to protect a system. If your account appears to have been misused or broken into, your system administrator will inactivate it and contact you or wait to hear from you. This is done to stop the misuse and does not presume that you are the guilty person; you can expect to have your privileges reinstated right away, with new password, as soon as you identify yourself and indicate willingness to follow the rules. Thus, you can resume using the computer while investigation of the incident continues.

(O) Those who publish World Wide Web pages or similar information resources on City computers shall take full responsibility for what they publish; shall respect the acceptable-use conditions for the computer on which the material resides; shall obey all applicable laws; and shall not publish commercial advertisements. References and links to commercial sites, advertisements, and especially paid advertisements, are not permitted. Users shall not accept payments, discounts, free merchandise or services, or any other remuneration in return for placing anything on their web pages or similar facilities. Comments: All Internet users are expected to be responsible cyber-citizens. That means knowing the tools, rules and etiquette and behaving accordingly. This includes the selection of materials to post; posts should reflect well on the City and not violate anyone’s trust or copyright laws. The viewing, downloading or printing of pornography is strictly prohibited. Any personnel caught viewing, downloading or printing pornography may be subject to MAJOR disciplinary action. Personnel are encouraged to use Internet for research, education, and communications, provided it is for City related business. Personnel shall not use the Internet for non-city business use while on City time. City personnel are not permitted to use the Internet or wide area network services for any illegal purpose. This includes unauthorized access to protected resources for the city. Transmitting unprofessional communications or using City resources for unsolicited advertising for personal gain is strictly prohibited. The information technology department uses network equipment to block access to specific parts of the Internet that by definition have no valid use normally here at the Town of Ashland City. Examples of these areas include pornography, gambling and streaming media. If you find that in the course of your job that you need access to these web sites, your department manager should submit a request to human resources to request access. Human Resources will approve the request and submit a help desk ticket to information technology to grant the requested access. Web pages on the City’s network are subject to the same rules as other uses of the same facilities. Different City computers are set up for different purposes; System administrators can advise about what is permitted at any particular site. Only Town of Ashland City Departments are allowed to have pages hosted on the City’s computer systems. Furthermore, only links to government agencies will be allowed on the City’s web page(s) unless other links are specifically approved by Information Technology. When you publish something on the World Wide Web, you are putting it before a potential audience of millions. You have

the same responsibilities as if you were publishing a newspaper. If the content is libelous or deceptive, people can sue you and you can be held personally liable. Since there are laws against distributing obscene material (not just creating it), a link to an obscene web site can be a violation of the law. This is true regardless of the status of the Communications Decency Act or other new laws that specifically mention computers. You are not allowed to view any material that is sexually explicit or obscene. Additionally, the City's sexual harassment policy prohibits you from displaying sexually explicit material, which interferes with anyone's work or personal performance or creates an intimidating, hostile, or offensive environment. If you want to reproduce copyrighted pictures, cartoons, or comic strips on your web page, you must have the copyright owner's permission. It is not sufficient to reproduce the owner's copyright notice; you must actually obtain permission for yourself. Brief textual quotations do not always require permission as long as the source is acknowledged and you are not reproducing a complete work (poem, essay, etc.). You must not accept payments, discounts, or anything of value in return for placing anything on your web page. The City's disk space and communication capacity are not yours to sell. This applies to all computers directly connected to the City's network, even if they are privately owned.

(P) Users shall not utilize any electronic mail services other than those maintained by Town of Ashland City's Information Technology Department. Comments: You are prohibited from using other mail services such as AOL, Yahoo™, Hotmail, MSN, etc. on City computers. These types of servers cause several problems including (but not limited to) a lack of security and increased bandwidth usage.

(Q) Data which is exempted from disclosure under the Freedom of Information Act (Public law 93-502) or whose disclosure is forbidden by the Privacy Act (Public law 93-579) will not be transmitted over the Internet network unless encrypted. Comments: Logon Ids and passwords are frequently classified as sensitive information.

(R) Users shall not store City data on personal online storage accounts. Comments: User data belongs to the City and shall only be stored on City approved servers and cloud solutions.

(S) Users shall report any suspicious activity to the Information Technology department immediately. Comments: Users should call the Information Technology department immediately. Users should then notify their supervisors of the suspicious activity. New state and federal laws concerning computer abuse continue to be passed, and important court decisions occur frequently. For up-to-date guidance about specific questions, consult the Information Technology Department

Computer Usage (Possible Employee Misuse)

Purpose

In order to ensure that Town of Ashland City work rules and procedures are being followed, a department head or Human Resources may need to review the use of a computer or the network (including the Internet) at the Town of Ashland City. This policy provides a process by which IT is authorized to monitor and report the use of City computers and files stored on any computer or server on the network and the Internet.

Policy

IT will not initiate the monitoring of the usage of any computer on the Town of Ashland City network without the authorization as described below.

- Any request under this policy will be kept confidential by the IT department.
- To request the monitoring of the usage of a Town of Ashland City computer, the department head and HR director will jointly contact IT. The request will include the beginning and ending date for the requested monitoring.
- To request access to an employee's email, a date range or keywords should be provided. If the employee email access is for a department head, the HR director or the mayor can initiate the request.
- To request access to an employee's files stored on the network, the department head will contact IT. If the employee file access is for a department head, the HR director or the mayor can initiate the request. IT will provide access to the employee's files for the department head.

Email Signature

All emails should be signed with employee first and last name, job title, department name, town name and logo. And all emails should have the following disclaimer:

Disclaimer: This electronic message may contain information that is CONFIDENTIAL or legally privileged. It is intended only for the use of the individual(s) and entity named in the message. If you are not an intended recipient of this message, please notify the sender immediately and delete the material from your computer. Do not deliver, distribute, or copy this message and do not disclose its contents or take any action in reliance on the information it contains.

As an employee of the Town of Ashland City, I certify that I have read and understand the IT Policy. I agree to abide by the policy.

Employee

Date

Human Resources

Date

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING A PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY DELETING SECTION 9, MISCELLANEOUS POLICIES: USE OF CITY COMPUTERS AND CELL PHONES IN ITS ENTIRETY

WHEREAS, the City Council for the Town of Ashland City has repealed ordinance 389; and

WHEREAS, the Mayor and Council of the Town of Ashland City have adopted a Resolution establishing an IT Policy and the use of City computers and cell phones will be covered in the policy; and

WHEREAS, the personnel system ordinance requires that the Employee Manual shall be approved by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 9th day of November, 2021 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

Interim City Recorder Alicia Martin, CMFO

~~USE OF CITY COMPUTERS AND CELL PHONES and related technology items devices such as iPads, laptops etc.~~

~~Computers, phones and related items furnished by the Town of Ashland City are city property, intended for use by employees for city business only. Computers, phones, and related items include, but are not limited to, hardware, software, (including e-mail and internet software), computer files, documents and cell phones. The city has the right, but not the duty, to monitor any and all of its computers, cell phones, and related items, included but not limited to: monitoring employee's visits on the Internet, reviewing material downloaded or uploaded by employees, reviewing e-mail sent and received by employees, and cell phone messages and usage.~~

~~Waiver of Privacy:~~

~~Employees have no expectation of privacy in e-mail or cell phone messages, data accessed through the internet, or any other data or information created or stored on city computers or cell phones, nor does the use of passwords by employees create any privacy rights in this information. The city may access, monitor, or reproduce these messages and data, without the consent of the employees, when it is deemed necessary in the sole discretion of the city. All passwords must be provided to the department head upon request. The use of undisclosed passwords is prohibited.~~

~~Prohibited Uses:~~

~~The sending, displaying, disseminating or storing inappropriate or sexually explicit material is prohibited, unless the employee can demonstrate a legitimate city interest in such conduct (such as a police investigation of criminal activity). "Sexually explicit material" means any printed or written material or any audio, film, video recording or pictorial representation of graphic depiction, produced in any medium, which depicts or describes nudity, including sexual or excretory activities or organs, in a manner which is lewd and intended to elicit a sexual response. No city employee shall use city computers in a manner that is disruptive or offensive to others or in violation of any provision of the city's personnel policy. Other prohibited uses include but are not limited to any material containing ethnic slurs, racial comments, off-color jokes or material that may be construed as sexual, racial, or other harassment, or the showing of disrespect for others. The use of social media is discouraged while on shift unless the employee can demonstrate a legitimate city interest.~~

~~No software, hardware, applications or devices may be installed, downloaded or placed on the city network or any city owned technology without the written permission of the IT Committee and approval of the Mayor.~~

~~The e-mail system or cell phone should not be used to solicit or to conduct personal business ventures.~~

~~Personal email access is prohibited on any city device. Personal email should not be linked to any city device (ex. auto forwarding) Any information on city property should have no expectation of privacy, and is subject to audit at any time.~~

~~City phones, I-pads, laptops, any city device should be returned to the Department Head or City Recorder when an employee is terminated, receives an updated phone or device or changes position where a phone or device is no longer required.~~

~~All passwords should be changed every 6 months. A list of passwords should be maintained by a designated person within the department.~~

~~Any suspicious emails should not be opened. If employees are unsure, they should contact their department head immediately who in turn may contact IT for further investigation.~~

~~While operating a moving vehicle, cell phone conversations should be kept to an absolute minimum. No cell phone usage, even with a headset, is allowable for any off-road (maintenance/construction type) equipment. No texting while driving or operating any city vehicle on or off the road. Personal cell phones will not be used while operating a city vehicle.~~

~~Personal phone calls should be kept to a minimum and may be restricted by an employee's supervisor in such situations that use may present a safety hazard.~~

~~COMPLIANCE WITH APPLICABLE LAWS AND LICENSES:~~

~~Employees must comply with all software licenses, copyrights and all other state and federal laws governing intellectual property and online activity. No city employee may duplicate such software without the written permission of IT.~~

~~VIOLATIONS—DISCIPLINARY ACTION:~~

~~Employees who violate this policy shall be subject to legal and/or disciplinary actions, up to and including termination of employment. Employees should notify their immediate supervisor or department head upon receiving any inappropriate or sexually explicit material or upon learning of violations of this policy.~~

USE OF MUNICIPAL TIME, FACILITIES, ETC.

No employee of the Town of Ashland City shall use or authorize the use of municipal time, facilities, equipment or supplies for private gain or advantage to oneself or any other private person or group without prior approval of the Det. Head and/or Mayor. No city employee shall have in his/her possession tools or equipment that should obviously belong on city property (i.e. bulldozers, truck, etc.) unless acting in his/her capacity as a city employee.

DRIVING RECORDS

Any employee who is required as an employment condition to possess and maintain a valid Tennessee driver's license or commercial driver's license must **immediately**, before

RESOLUTION NO. 2021-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE,
AUTHORIZING HEALTH BENEFITS FOR PART TIME EMPLOYEES
WHO WORK MORE THAN 30 HOURS PER WEEK**

WHEREAS, being that the Town of Ashland City is an employer with more than 50 full-time employees who work more than 30 hours per week; and

WHEREAS, the Town of Ashland City will use a one-year time frame of June 1 to May 31 to calculate average hours worked by part-time employees; and

WHEREAS, if a part time employee works an average of 30+ hours during this time frame, they will be eligible for health benefits during the next open enrollment.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE hereby authorize part time employees to receive health benefits if the employee works an average of 30+ hours during the above referenced time frame and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 9th day of November, 2021 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

Interim City Recorder Alicia Martin, CMFO

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING THE WAGE AND SALRY POLICY
GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has previously adopted resolution 2021-15 establishing a Wage and Salary Policy; and

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

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by the 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 9th day of November, 2021 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

Interim City Recorder Alicia Martin, CMFO



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		\$69,434.00	\$81,688.00	\$105,173.00
9	City Recorder	Fire and Codes Director	\$62,134.00	\$73,098.00	\$90,350.00
	Police Chief	Financial Director			
8	Deputy Fire Chief	Court Clerk	\$55,601.00	\$65,413.00	\$84,220.00
	Assistant Police Chief	Parks Director			
	Building/Codes Official				
7	Fire Marshal	Water/Wastewater Plant Chief Operator	\$49,755.00	\$58,535.00	\$75,364.00
	Police Detective	Fire Department Captain			
	Building Inspector				
6	Building Codes Officer	Senior Center Director	\$44,523.00	\$52,381.00	\$64,742.00
	Utility/Street Maintenance Supervisor	Police Sergeant			
	Water/Wastewater Plant Operator III	Firefighter II/Acting Fire Inspector			
	IT Specialist	Compliance and Safety Coordinator			
	Executive Assistant				
5	Accounting Clerk II	Police Corporal	\$39,843.00	\$46,873.00	\$57,935.00
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Police Officer (Certified)			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$35,652.00	\$41,945.00	\$51,844.00
	Senior Equipment Operator	Parks Maintenance Supervisor			
	Mechanic I	Assistant Senior Center Director			
	Water Distribution/Waste Water Collection Specialist	Accounting Clerk I			
	Athletic Supervisor	Police Officer (No Cert)			
	Firefighter I				
3	Water/Wastewater Distribution/Collections Assistant	Deputy Court Clerk I	\$31,904.00	\$37,534.00	\$46,393.00
	Water/Wastewater Plant Operator I (no license)	Police Clerk			
	Mayor's Administrative Assistant	Streets Maintenance Assistant			
2	Senior Center Activities Coordinator	Staff Assistant	\$28,550.00	\$33,587.00	\$41,514.00
	Judicial Commissioner	Reserve Officer			
	Part-time Firefighter				
1	Janitor		\$22,862.00	\$26,895.00	\$33,243.00

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

RESOLUTION NO _____

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE TOWN OF ASHLAND CITY, TENNESSEE, OF NOT TO EXCEED \$5,560,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE INTERIM FINANCING FOR THE TOWN'S NEW FIRE HALL AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

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

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

SECTION 1. For the purpose of providing interim financing for costs of the construction and equipping of a fire hall for the Town, and to pay costs incident to incurring the Indebtedness (collectively, the "Project"), the Municipality is hereby authorized to incur Indebtedness in the amount of not to exceed \$5,560,000, through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate, which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

SECTION 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged.

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

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

NOTICE

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

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

Adopted and approved this 9th day of November, 2021.

Mayor

Attest:

Interim City Recorder

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, Alicia Martin , hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "Town"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Town held on November 9, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$5,560,000 by said Town; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Town this 9th day of November, 2021.

Interim City Recorder

(SEAL)

RESOLUTION NO. _____

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

WHEREAS, the City Council (the "City Council"), of the Town of Ashland City, Tennessee (the "Municipality" or the "Town"), has determined that it is necessary to provide interim financing for the costs of the construction and equipping of a fire hall for the Town, capitalized interest during the construction period, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the Town (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

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

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

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

WHEREAS, the Authority will issue its Local Government Loan Program Bond, Series 2021 (Ashland City Fire Hall Loan) (the "Bond"), in the principal amount of not to exceed \$5,560,000, and loan the proceeds thereof to the Town pursuant to the provisions of a Loan Agreement, by and among the Town, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the City Council of the Town, has on the date hereof, adopted an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of providing interim financing the construction of the Project, in the amount of not to exceed \$5,560,000, and the Interim City Recorder has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Town;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged;

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

WHEREAS, the United States Department of Agriculture, acting through Rural Development ("USDA"), has issued to the Town its Letter of Conditions, dated May 27, 2021, as amended, in which it has agreed to purchase bonds to be issued by the Town, upon substantial completion of the Project, upon terms and conditions favorable to the Town and its citizens.

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

Section 1. Approval of the Loan. (a) For the purpose of providing funds to provide interim financing for the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the Town, the loan to the Town from the Authority is hereby authorized in the principal amount of not to exceed \$5,560,000 and the Town is hereby authorized to borrow such funds from the Authority (the "Loan").

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

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

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

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

Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.

It is the intention of the Town, that all or a portion of the proceeds received by the Town from the issuance of the bond to be purchased by USDA, pursuant to the Letter of Conditions, will be used in to pay the Loan in full on or before three years from the date of closing and initial funding of the Loan.

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

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

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

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

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

Section 10. Miscellaneous Acts. The Mayor, the Interim City Recorder, the Financial Director, the Town Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

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

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

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

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

Adopted and approved this 9th day of November, 2021.

Mayor

Attest:

Interim City Recorder

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, Alicia Martin , hereby certify that I am the duly qualified and acting Interim City Recorder of the Town of Ashland City, Tennessee (the "Town"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Town held on November 9, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$5,560,000 by said Town; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Town this 9th day of November, 2021.

Interim City Recorder

(SEAL)

ORDINANCE #

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

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

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Fire Department	\$7,198,724.00	\$7,273,717.00
Police Department	\$2,218,689.00	\$2,218,690.00

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Alicia Martin, CMFO

ORDINANCE#

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

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

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

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

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

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

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

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

- ~~a) Adjusted Caliper Inches (ACI) – The number value resulting from the multiplication of the Tree Value Factor times the actual measured Caliper Inches of trees in each Category of trees that are protected (see definition).~~
- ~~b) Category I Trees – Broad-leaf evergreen overstory, select hardwoods, and endangered species – Trees Value Factor = 1.0.~~
- ~~c) Category II Trees – Some deciduous overstory hardwoods, selected cone-bearing evergreens, broad-leaf evergreen understory – Tree Value Factor = 0.75.~~
- ~~d) Category III Tree – Some deciduous overstory hardwoods, some cone-bearing evergreens – Trees Value Factor = 0.5.~~
- ~~e) Caliper Inches – For trees larger than four inches (4"), the quantity in inches of the diameter of a tree measured one foot (1') above the ground. For trees smaller than four inches (4"), the quantity in inches of the diameter of a tree measured six inches (6") above the ground.~~
- ~~f) Conifer Tree – Any tree with needle leaves and a woody cone fruit.~~
- ~~g) Deciduous Tree – Any tree which sheds its leaves in the fall or winter.~~
- ~~h) Drip Line – A vertical line extending from the outermost portion of a tree to the ground.~~
- ~~i) Endangered species – Those trees which are under the protection of State and/or Federal law.~~
- ~~j) Evergreen – Those trees, including broad-leaf and conifer trees, that maintain their leaves year round.~~
- ~~k) Line Clearance – Removal of limbs and branches within a set distance of utility lines.~~
- ~~l) Non-development Activity – Any alteration of the natural environment which does not require development or plot plan approval, but which would include the proposed removal or~~

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

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

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

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

~~3.150.5 Tree Planting:~~

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

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

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

3.150.6 Tree Protection

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

3.150.7 Development Activities

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

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

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

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

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

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

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

3.150.8 Tree Equivalency Table:

Category I

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

Category II

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

Category III

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

~~White Basswood~~

~~Black Tupelo~~

~~Persimmon~~

~~Shortleaf Pine~~

~~Virginia Pine~~

~~Eastern Redcedar~~

~~Eastern Cottonwood (hybrid only)~~

~~3.150.9 Average Tree Valuation Schedule~~

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

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

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

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

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

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

1st reading November 9, 2021

Public Hearing December 14, 2021

2nd reading December 14, 2021

Mayor Steve Allen

Interim City Recorder Alicia Martin, CMFO

MOWING AGREEMENT

TABLE OF CONTENTS

<u>CONTRACT DOCUMENTS</u>	<u>PAGES</u>
Agreement	2-12
Invitation for Bids	13
Instructions to Bidders	14
Bid Proposal	15
Technical Specifications and Special Conditions for Mowing	16
Drug-Free Workplace Affidavit	17
Title VI	18
Application Forms and Information Collection Requirements	19
Policy of Nondiscrimination	20
LEP Procedure	21
Certificate of Insurances	(please provide upon award of bid)

MOWING AGREEMENT

This Mowing Agreement ("**Agreement**") is made by and between The Town of Ashland City, Tennessee (hereafter referred to as "**City**"), a municipal corporation, and political subdivision of the State of Tennessee, with an office address at 233 Tennessee Waltz Parkway, Suite 103, Ashland City, TN 37015, and _____ (hereafter referred to as "**Contractor**"), (a corporation) / (a partnership) / (a sole proprietorship) organized and formed under the law of the State of Tennessee, and licensed to do business in the State of Tennessee, with an office address at _____.

WITNESSETH

WHEREAS, Contractor has substantial skill, equipment and experience in conducting the type of services required by the Town of Ashland City Parks & Recreation Department on City Property within the Town of Ashland City service area (all hereafter referred to as "Ashland City"); and

WHEREAS, the City desires to hire a **Contractor** to mow city property, and

WHEREAS, Contractor desires to provide such mowing services to the **City** on the terms and under the conditions contained in this **Agreement**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the terms and conditions set forth herein.

ARTICLE 1. TERM

Unless earlier terminated pursuant to the provisions herein, this **Agreement** shall be in effect from December 2021, through December 2023 (the "Term") and may be extended for two (2) additional one-year periods (the "Renewal Terms") thereafter by mutual written consent of the parties hereto.

ARTICLE 2. STATEMENT OF WORK

MOWING AGREEMENT

Contractor shall provide mowing services as outlined in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein.

ARTICLE 3. COMPENSATION

In consideration of the Mowing Services provided by **Contractor** hereunder, the **City** will pay to **Contractor** for work performed / services rendered a sum of money as provided in the **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein. **City** shall not be liable for any payment to any sub-contractor(s) for any services rendered in connection with this agreement whatsoever, any said payments to any such sub-contractor(s) being the sole liability and responsibility of **Contractor**.

ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that **Contractor** will provide the Mowing Services under this **Agreement** as an independent contractor and that during the performance of the services under this **Agreement**, neither **Contractor** nor any of **Contractor's** employees, agents, representatives or sub-contractors will be considered an employee of the **City** within the meaning or application of any federal, state or local laws or regulations, including, but not limited to, laws or regulations covering unemployment insurance, or social security or retirement or pension benefits, health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither **Contractor** nor any of **Contractor's** employees, agents, representatives or sub-contractors shall be entitled to any benefits that may be afforded from time to time to the **City's** employees, including without limitation, vacation, holidays, sick leave, pension or retirement benefits, health insurance of any kind or nature whatsoever, or worker's compensation or unemployment insurance. Further, the **City** shall not be responsible for withholding or paying any taxes, to include social security or federal, state or local income taxes, for or on behalf of **Contractor** or any of **Contractor's** employees, agents, representatives or sub-contractors. **Contractor** shall be fully responsible for any such withholding or payment of taxes or social security for **Contractor** and any of **Contractor's** employees, agents, representatives or sub-contractors. Nothing in this **Agreement** shall create, or be deemed to create a partnership, joint venture, or the relationship of principal and agent between the **City** and **Contractor**, and nothing

MOWING AGREEMENT

contained in this **Agreement** shall permit either party to incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

ARTICLE 5. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this **Agreement** or any rights, duties or obligations hereunder without the express written consent of the other party. Any such purported or attempted assignment shall be void. This **Agreement** shall be binding upon the parties' respective successors and permitted assigns.

ARTICLE 6. NO THIRD-PARTY BENEFIT

Nothing contained in this **Agreement** shall be deemed to confer any right or benefit on any person, organization or entity who is not a party to this **Agreement**.

ARTICLE 7. INDEMNITY

(A) **Contractor** agrees to indemnify, defend, and hold harmless the **City**, its' elected or appointed officials and employees or agents, individually, or in their official capacity, or as a body politic, against any and all legal or administrative claims, actions, demands, suits, judgments, or proceedings of any kind, including, but not limited to, any claims for damages, penalties, fines, interest, costs, attorney fees, or expenses of whatever kind or nature, or seeking declaratory or injunctive relief, or specific performance, which may be imposed on or incurred by the **City** arising out of or related to the following:

- (1) any default or material breach of any term, provision, covenant, warranty or representation of **Contractor** contained in this **Agreement**; or
- (2) the negligent, reckless or intentional act(s) or omission(s), or illegal conduct, whether of action or inaction, of **Contractor** or its' employees, agents, representatives or sub-contractors which result in death or bodily injury to any person or entity (including third parties) or any damage to any real or personal property (including the real or personal property of third parties).

MOWING AGREEMENT

ARTICLE 8. TERMINATION AND BREACH

(A) This **Agreement** shall continue in full force and effect during the Term or Renewal Term hereof unless and until terminated in accordance with the provisions of this **Agreement**. Nothing in this **Agreement** or otherwise shall be construed as a requirement that the **City** will request any amount of work or services to be performed by **Contractor**, and any amount of work or services requested or to be performed will be at the sole discretion of the **City**.

(B) In the event of any material breach of this **Agreement** by either party, the other party may terminate this **Agreement** immediately by giving written notice thereof to the other party.

(C) In the absence of a material breach of this **Agreement** by **Contractor**, the **City** may terminate this **Agreement** with or without cause by giving **Contractor** written notice of its election to terminate said **Agreement**. In such case, the **City** agrees to pay **Contractor** on a pro rata basis for all work or services performed by the **Contractor** with the **City's** approval up to the date of notice of termination.

ARTICLE 9. WAIVER OF BREACH

Waiver by the **City** or **Contractor** of a breach of any provision of this **Agreement** by the other party shall not operate as or be construed as a waiver of any subsequent breach by the other party and shall not be deemed a waiver of any other right, condition or promise hereunder.

ARTICLE 10. REMEDIES

The exercise of the **City's** or the **Contractor's** right to terminate this **Agreement** for a material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this **Agreement** shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights or remedies available at law.

ARTICLE 11. WARRANTIES AND REPRESENTATIONS

(A) **Contractor** warrants and represents to the **City** as follows: (i) that neither the execution, delivery, nor performance of this **Agreement** constitutes a breach or violation of any contract or

MOWING AGREEMENT

agreement to which it is a party or by which it is in any manner bound, and (ii) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. **Contractor** shall correct or cause to be corrected any errors or defects in the work or services performed hereunder at no additional cost to the **City**.

(B) **City** warrants and represents to the **Contractor** as follows: (i) that funds are available to compensate **Contractor** for any work or services performed hereunder, and that these funds are neither encumbered nor contingent upon the granting of approvals, permits, or financial commitments by lending institutions or third parties.

ARTICLE 12. DUE DILIGENCE

Contractor agrees to proceed with performance of the work or services requested hereunder with due diligence. The parties agree that time is of the essence to this **Agreement**.

ARTICLE 13. CONTRACTOR WORKER(S); REMOVAL

Contractor shall utilize safe, efficient, and competent employees in performing the work hereunder. Should the **City** reasonably object to an individual employee utilized by **Contractor** due to such employee's incompetence, dishonesty, abusive or disorderly actions or nature, **Contractor** agrees to promptly replace the individual with someone reasonably acceptable to the **City**.

ARTICLE 14. APPLICABLE LAW

This **Agreement** shall be governed by and construed in accordance with the laws of the State of Tennessee.

ARTICLE 15. JURISDICTION AND VENUE

Any dispute arising out of or in connection with this **Agreement** shall be submitted to the exclusive jurisdiction and venue of the state courts located in Cheatham County, Tennessee, and both parties specifically agree to be bound by the jurisdiction and venue thereof.

MOWING AGREEMENT

ARTICLE 16. INSURANCE

(A) **Contractor shall provide a copy of insurance in the bid packet and:** agrees to maintain at its' own cost throughout the Term or any Renewal Term of this **Agreement** the following policies of insurance from a reputable insurance provider acceptable to the **City**:

(i) commercial general liability insurance for bodily injury or death and property damage on an occurrence basis, with coverage limits of at least five hundred thousand dollars (\$500,000.00) each occurrence, and one million dollars (\$1,000,000.00) general aggregate, and

(ii) automobile vehicle liability insurance for bodily injury or death and property damage, covering any auto, with coverage limits of at least five hundred thousand dollars (\$500,000.00), combined single limits, and

(iii) worker's compensation insurance in the current statutory maximum required amount.

(B) **Contractor** agrees to provide proof of said insurance to the **City** by way of a Certificate of Insurance, or such other form and manner acceptable to **City**, and to name **City** as an "additional insured" for such policies of insurance, and to provide immediate notification of the cancelation or termination of any such policy of insurance at least 30 days prior to said cancelation or termination of said policy of insurance. The receipt of any such certificate of insurance shall not be deemed to constitute agreement by the **City** that the insurance requirements provided herein have been fully met or that the insurance policies indicated on the certificate are in compliance with all the terms herein. Further, failure of the **City** to obtain certificates of insurance or other evidence of insurance from **Contractor** shall not be deemed to be a waiver by the **City**. Failure of the **Contractor** to obtain or to maintain the insurance required herein shall be grounds for termination of this **Agreement** by the **City** at its' sole discretion. **Contractor** agrees that its' policies of insurance shall make provision whereby its' insurer(s) shall waive their rights of subrogation against the **City**, its' employees, elected or appointed officials, officers and agents. **Contractor** further represents its' express understanding and agrees that any insurance coverages and limits or exclusions, contained in any policies of insurance obtained by **Contractor** shall in no way limit the **Contractor's** liabilities or responsibilities specified herein or by law.

MOWING AGREEMENT

ARTICLE 17. TAXES

The **City** is a tax-exempt entity and, as such, shall not be responsible for payment of any taxes of any type whatsoever.

ARTICLE 18. NOTICE

Any notice required or permitted to be given under this **Agreement** shall be sufficient if in writing and shall be sent by certified or registered United States Postal Service mail, or a generally recognized public courier service, to the **Contractor**, _____
ATTN: _____, at its' principal office address, _____; or to the **City**, The Town of Ashland City, ATTN: Alicia Martin, Interim City Recorder or any successor, at its principal address, PO Box 36 Ashland City TN 37015. Either party may change contact personnel by notifying the other in writing of such change.

ARTICLE 19. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

ARTICLE 20. SEVERABILITY

Every provision of this **Agreement** shall be construed, to the extent possible, to be valid and enforceable. If any provision of this **Agreement** so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this **Agreement**, and all other provisions shall remain in full force and effect.

ARTICLE 21. COMPLIANCE WITH LAW

Nothing contained in this **Agreement** shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this

MOWING AGREEMENT

Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the term, condition or provision of this **Agreement** affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the parties as expressed in this **Agreement**. **Contractor** shall be responsible to secure at its' own cost all permits and licenses required by law, to pay all fees and charges required to be paid by law, and to give all notices necessary and required by law for the lawful procession of the work / services to be performed under this **Agreement**. **Contractor** shall comply with all federal, state and local statutes, laws, ordinances or regulations, as applicable to the work / services to be performed under this **Agreement**, to include but not limited to all traffic, environmental and safety laws. Contractor hereby submits that he maintains all licensing as required by all federal, state and local statutes, laws, ordinances or regulations.

ARTICLE 22. PERFORMANCE BOND

None required for this contract.

ARTICLE 23. RIGHT TO INSPECT RECORDS

Contractor agrees to maintain and preserve in legible condition any ledgers, documents, papers and records, to include computer files, which are directly pertinent to any work or services performed by **Contractor** hereunder, during the Term or any subsequent Renewal Term, and for an additional period of three years beyond the end date or termination of the **Agreement**, to include any Renewal Term. **Contractor** agrees that the **City**, or any of its' duly authorized representatives, shall have access to any ledgers, documents, papers and records, to include computer files, of the **Contractor** which are directly pertinent to any work or services performed hereunder for audit or financial examination purposes, and **Contractor** agrees to cooperate with and make reasonable accommodation to **City** for such purposes. **Contractor** further agrees that failure to cooperate or to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this **Agreement** by **City**.

ARTICLE 24. HEADINGS

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this **Agreement**.

MOWING AGREEMENT

ARTICLE 25. ENTIRE AGREEMENT

This **Agreement** and the attached exhibit(s) represent the entire agreement between the parties with respect to the subject matter hereof. Should there be a conflict between the terms of this **Agreement** and any of the attached exhibit(s), the terms of this **Agreement** shall control. This **Agreement** may be amended only by written instrument signed by both parties.

ARTICLE 26. COUNTERPARTS

This **Agreement** may be executed in three counterparts, each of which when fully executed shall be deemed some original and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this **Agreement**.

ARTICLE 27. IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.”

NOTHING FURTHER THIS PAGE

MOWING AGREEMENT

IN WITNESS WHEREOF, the parties have executed this **Agreement** by their duly authorized representatives.

Contractor: _____

(Printed Name): _____

(Title): _____

(Signature): _____

Date: _____

STATE OF _____)

)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, _____, president, officer, principal, owner and / or agent with authority to bind _____, and with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this ___ day of _____, 2021.

NOTARY PUBLIC

Town of Ashland City

Printed Name: Steve Allen

(Title): Mayor, Town of Ashland City

(Signature): _____

Date: _____

ATTEST:

Alicia Martin, Interim City Recorder

MOWING AGREEMENT

EXHIBIT A **Bid Documents, Technical Specifications,** **Special Conditions and Pricing**

Mowing Agreement
Town of Ashland City, Tennessee

MOWING AGREEMENT

INVITATION FOR BIDS

Sealed and endorsed bid proposals with contract addressed to Alicia Martin, Town of Ashland City, Interim City Recorder, PO Box 36, Ashland City, Tennessee, 37015 for the Mowing Bid, will be received by the Town of Ashland City until 9:30 A.M., December 3, 2021, at The Town of Ashland City, 233 Tennessee Waltz, Suite 103, Ashland City TN, 37015. Bids will be publicly opened and read at 10:00 A.M., December 3, 2021, in the Public Works Conference Room. The Town of Ashland City encourages female and minority contractors to bid. The Town of Ashland City does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

The work consists of mowing at Riverbluff Park, City Park, Preacher Poole Recreation Area (including the tennis court area and walking area), Fire Department training center, Fire Station 2 and the Senior Center, totaling approximately 47 acres.

The Contractor will provide all necessary materials, labor and equipment to make the repairs specified herein.

In addition, all bids submitted by Contractor with five or more employees, shall be accompanied by a Contractor's affidavit stating that said Contractor has drug free workplace program in compliance with The Tennessee Drug Free Workplace Act.

For contracts greater than \$25,000.00 all bidders must be licensed contractors as required by the Tennessee Code Annotated Title 62 Chapter 6 regarding contractor licensing. Bidder's name, license number, classification and expiration date, must be placed on the outside of envelope containing the bid documents. For bid work which includes subcontractor(s) for electrical, plumbing or HVAC work, the subcontractor(s) shall be listed on the envelope if the subcontract portion is less than \$25,000. If the subcontract is \$25,000 or greater, the subcontractor(s) license information shall also be on the envelope.

The information concerning the bidder and all, if any, subcontractors shall be provided using the State Contractor Licensing Information form and attached to the outside of envelope containing the bid.

The Town of Ashland City reserves the right, as its interest may require rejecting any and/or all bids and to waive informalities herein.

Town of Ashland City

Alicia Martin
Interim City Recorder

MOWING AGREEMENT

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF WORK: The work to be completed consists of providing materials, equipment, labor and supervision to mow various places through the area served by the Town of Ashland City Parks and Recreation Dept. It includes all work as set out more fully hereinafter in these specifications. This contract is designed for mowing services. The award for this bid shall be based on a square yard unit price.

CONTRACT PRICE: Although the City requests bid proposals based on the quantities listed in the contractor's proposal form, due to the variety of work to be performed under this contract, the actual quantities of each item required may be more or less than the proposed quantities. Please refer to Article 22 in the Contract for Performance Bond requirements.

REJECTION OF PROPOSALS: The Town of Ashland City reserves the right to reject any or all bids as the interest of the Town of Ashland City may appear to require. It shall be the City's sole discretion to determine qualifications of contractors and determination of contractor rejection.

INVESTIGATION OF SITE: Each bidder is personally responsible in all matters which may affect work quality. Information furnished by City Officials shall in no way relieve the contractor from risk or responsibility in fulfilling all the terms of the contract and specifications.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, contact the Parks and Recreation Director by email (ssampson@ashlandcitytn.gov) or by phone at 615-792-7553 ext. 5727 for an interpretation thereof. All questions must be submitted three business days prior to bid opening.

WITHDRAWAL OF BIDS: Any bidder may withdraw his or her bid in person or by written request at any time prior to the scheduled time for closing the receipt of bids.

WORKING SCHEDULE: A schedule setting up the order and sequence in which various parts of the work will be performed shall be prepared by the contractor and submitted to the Town of Ashland City Parks and Recreation Department. This schedule shall be arranged to accomplish the work with as little interference as possible to the public and business needs of the City.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS: The undersigned further agrees that, in case of failure on his or her part to execute the said contract and the bond within ten (10) consecutive calendar days after notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the Contractor's bid and may choose the next lowest qualified bidder.

The undersigned, as bidder, hereby declares that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

MOWING AGREEMENT

BID PROPOSAL

TO: Town of Ashland City
ASHLAND CITY, TENNESSEE
I/We

Name of Bidder

Address of Bidder

The undersigned, as bidder, have carefully examined plans, specifications and contract documents cover **Mowing agreement** of the Town of Ashland City, Tennessee, and have made a personal examination of the proposed work and made such investigations as are necessary to be informed of all details affecting the performance of the work bid upon. This bidder proposes and agrees, if his/her bid is accepted, that he/she will contract with the Town of Ashland City, Tennessee to install the work in accordance with the contract document. It is understood that the prices submitted herewith are for the unit price.

PROPOSAL SCHEDULE

<u>Description</u>	<u>Per Cut Price</u>
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Riverbluff Park

City Park/Poole Recreation Area

Fire Station #2

Training Field

Senior Center

TOTAL ESTIMATED COST FOR MOWING: _____ \$

MOWING AGREEMENT

TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS FOR MOWING

To be mowed every two weeks (preferably Wednesday-Friday), or as needed or requested via City representative, being the Parks and Recreation Director, Fire Chief or the Senior Center Director.

Mowing may fluctuate with the season and/or weather conditions. Play areas may be mowed more often as to accommodate programs and activities. Mowing may not interfere with scheduled activities in a park. Activities such as: sports special events, training and programs may necessitate an altered mowing schedule.

Trimming will be performed every two weeks, or as needed. Trimming includes all areas visible to the public, such as street side, entrance, riverbank along sidewalks around trees, park perimeter, etc. The edge of the park does not have to be trimmed if the mowers can cut to the tree line as closely as possible.

Any and all trash will be removed from cutting area before mowing/trimming is performed. Mowing should not happen if ruts are left behind from mowers. Mowers must mow at a speed acceptable to the terrain. **Height of the grass should be cut at 3 inches.** Some areas may accept a higher cut than others. For example: an area of property where only parking is expected may be higher than a sports field or special event area. Mow areas as short as possible without endangering grass and leave areas (parking) as high as possible to allow a healthier stand.

Mower discharge must always be turned away from vehicles or park patrons. Never mow close to occupied areas. The contractor represents the Town of Ashland City, and professionalism is expected at all times. Any complaints should be reported immediately to the Director. Contractor must keep aware of park activities as to schedule needed cuts so not to interfere with activities. Please do so by calling the Parks and Recreation Department at 615-792-7553 ext. 5727 or Fire Department at 615-792-4531 ext. 5230 or the Senior Center at 615-792-3629. Inquire about park status with the department when an invoice is delivered for payment. A department representative must sign every invoice before it is taken to city hall. This is necessary so the department may keep an accurate budget, to acknowledge acceptance of service and keep lines of communication open.

Please bid cost per cut.

MOWING AGREEMENT

Town of Ashland City

STATE OF TENNESSEE
COUNTY OF CHEATHAM

DRUG FREE WORKPLACE
AFFIDAVIT OF PRIME BIDDER

NOW COME AFFIANT, who being duly sworn, deposes and says:

1. He/she is the principal officer for _____
Name and address of bidding entity
_____;
2. That the bidding entity has submitted a bid to The Town of Ashland City,
_____ department for the construction of _____.
3. That the bidding entity employs at least five (5) employees.
4. That the affiant certifies that the bidding entity has in effect, at the time of
submission of its bid to perform the construction referred to above, a drug-free workplace
program that complies with 50-9-113, Tennessee Code annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2021.

NOTARY PUBLIC

My commission expires _____

MOWING AGREEMENT

The Town of Ashland City follows all Title VI policy not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

It is also the policy of the Town of Ashland city to follow the City's written complaint procedures for employees and all contracted workers and to comply with any LEP, Limited English Proficiency guidelines. With regard to all aspects of this contract, contractor certifies and warrants it will comply with these policies.

Signature of Contractor

Name of Contractor (printed)

Date

Subcontractor

Date

MOWING AGREEMENT

APPLICATION FORMS & INFORMATION COLLECTION REQUIREMENTS:

All recipients, other than those using guarantee programs, are required to collect data on race/ethnic and gender of users or beneficiaries.

Application form must include below the signature and date block the following disclosure statements: (rev. 1/2001 as per Fed. Register Vol. 62 No. 210)

“The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants based on visual observation or surname.”

Ethnicity:

Hispanic or Latino _____

Not Hispanic or Latino _____

Race: (Mark one or more)

White _____ Black or African American _____

American Indian/Alaska Native _____ Asian _____

Native Hawaiian or Other Pacific Islander _____

Gender: Male ____ **Female**_____

MOWING AGREEMENT

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate based on race, color, religion, national origin, sex, age or handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

Alicia Martin
PO Box 36
Ashland City, TN 37015
(615)792-4211

Has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988), Section 3 (24 CFR Part 135, dated October 23, 1973, Use of Small and Disadvantaged Businesses and Hiring Lower Income Residents of the Project Area), Equal Employment Opportunity Act of 1978 (In House Equal Employment Opportunity), Executive Order 11246 as amended by Executive Order 11375 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

MOWING AGREEMENT

LIMITED ENGLISH PROFICIENCY

TOWN OF ASHLAND CITY, TENNESSEE LIMITED ENGLISH PROFICIENCY (LEP) PROCEDURE

It is the general policy of the Town of Ashland City, Tennessee, Human Resource (HR) staff, not to discriminate against anyone with Limited English Proficiency (LEP), who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either through written or oral language services, with all members of our staff. These steps are as follows:

1. Employees will have access to “I Speak” cards.
2. Once language proficiency is determined, employees will have resources available to assist the individual in determining his/her need.
3. If the need is not urgent or life threatening, employees will defer to their supervisors what steps need to be taken. The steps are, but not limited to, the following:
 - a) If the need is a documented translated, the supervisor will have the document translated as soon as possible, without jeopardizing his/her duties as a supervisor.
 - b) If the need is oral language services, the supervisor will take appropriate actions to provide the assistance as soon as possible through a translation service, without jeopardizing his/her duties as a supervisor.
 - c) The supervisor has the obligation to the safety of his/her employees as well as to the people of the Town of Ashland City to assist the needs of all persons. This includes not leaving his/her workplace unless it is an emergency.
4. If the need is urgent or life threatening, employees will use, to the best of their ability, any resource available to accommodate the individual.

Any person who thinks there has been discrimination against him/her because of LEP should contact Kellie Reed, Title VI Coordinator.



Bid Tabulation

Public Works and Police

Department Roof Replacement

Bid Opening: 11/05/2021 at 10:00 a.m.

	Company Name	Bid Totals
1.	Collier	\$278,650. ⁰⁰
2.	RSS	\$99,671. ⁸⁸
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		



Bid Tabulation

Fencing at Tennis Courts

Bid Opening: 10/22/2021 at 10:00 a.m.

	Company Name	Bid Totals
1.	Lu Inc	\$23,880
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		