



# TOWN OF ASHLAND CITY

## Regularly Scheduled Workshop Meeting

### May 07, 2024, 6:00 PM

### Agenda

**Mayor:** JT Smith

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

---

#### CALL TO ORDER

#### ROLL CALL

#### APPROVAL OF AGENDA

#### APPROVAL OF MINUTES

1. [April 4, 2024, Minutes](#)

#### PUBLIC FORUM

2. Procedure for Speaking Before the Council

\* Speakers must complete the information form and submit it to the transcriber prior to the public forum. Be prepared to speak when your name is called.

\* Each speaker will be allowed 4 minutes.

\* Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.

\* Each speaker should state the following:

- his/her name

- whether they are an Ashland City resident and/or property owner

\* No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.

\* All remarks shall be directed to the Council/Board as a body only.

\* No person shall be allowed to disrupt or interfere with the procedures.

\* Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.

\* Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.

\* No one shall make open comments during the meeting.

#### REPORTS

3. Attorney - Jennifer Noe
4. Project Update from Josh Wright
5. City Recorder- Mary Molepske
6. Codes Department -Allen Nicholson
7. Court Department - Cynthia Hollingsworth
8. Finance Department - Gayle Bowman

9. Fire Department - Chief Walker
10. Human Resources Department - Violet Black
11. Parks Department – Anthony Clark
12. Police Department - Chief Ray
13. Public Works Department - Clint Biggers
14. Technology Department - Justin Wheeler
15. Thrive 55+ Department - Gena Batts

## **UNFINISHED BUSINESS**

None

## **NEW BUSINESS**

16. Fall Conference for City Recorder Discussion
- [17.](#) Proposal - Streetscape Improvements
- [18.](#) GNRC- Ashland City Municipal Government-On-Call-Grant Assistance Contract
- [19.](#) CDBG- Task Order 1
- [20.](#) CDBG -Task Order 2
- [21.](#) Rezone Parcel for County - Amendment for Ordinance # 619
- [22.](#) Ordinance - Amend Sign Ordinance # 501/Section 20-105.1(b)(2): Wall signs.
- [23.](#) City Planner Contract Discussion
- [24.](#) Ordinance - Water Rates fy2025
25. Budget Amendment # 2
26. Award Bank Bid
27. Budget Discussion
28. Discussion of Employee Insurance
- [29.](#) Town of Ashland City Public Safety Pay Table - Discussion
- [30.](#) DOT - Region 3 Right of Way Division- 7305 Request License Signatures
- [31.](#) License Agreement to install and operate fixed Automated License plate recognition cameras
- [32.](#) Proclamation for Alzheimer's
- [33.](#) Thrive 55+ Center Rental Agreement Discussion
- [34.](#) Resolution - to approve contracts for entertainment for Summerfest and booth rentals.

## **SURPLUS PROPERTY NOMINATION**

None

## **EXPENDITURE REQUESTS**

None

## **OTHER**

35. Kimley Horn Agreement Amendment
36. CEC - Steven Casey – WWTP
37. City Hall COR Funding - Loan Resolution

## **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**  
**Regularly Scheduled Workshop Meeting**  
**April 02, 2024, 6:00 PM**  
**Minutes**

---

**CALL TO ORDER**

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

**ROLL CALL**

**PRESENT**

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

**ABSENT**

Councilman Tim Adkins

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

1. March 5, 2024, Workshop Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the March 5, 2024, Workshop Meeting Minutes. All approved by voice vote.

**PUBLIC FORUM**

Dennis Thompson spoke about ordinance 512 and how it is not being enforced on N. Poole St. He would like to know what he must do to get it enforced.

Kathy Thompson spoke about the clean up needed in her neighborhood. She does not understand why nothing is being done. Ordinance 512 has been in place for 5 years. and there are still homes falling down and eyesores. Why can someone just open the door, and throw a sofa out and leave it there and nothing is enforced. What is the time limit, that it can stay there before it must be cleaned up?

**REPORTS**

3. Attorney

Ms. Noe requested an attorney and client meeting at the end of the council meeting.

4. Project Update from Josh Wright

Mr. Wright gave updates on the new City Hall, Ball Fields, and Senior/Community Centers. He will bring floor plans for the next meeting for the council to view.

5. City Recorder

Ms. Molepske gave an update on training progress and organizing documents.

6. Codes Department

Mr. Nicholson gave a codes update.

7. Court Department

Ms. Hollingsworth gave a court update.

8. Finance Department

Ms. Bowman emailed the finance report showing revenues versus expenses, fund balance, cash on hand and loan information and gave an update on the finance department.

9. Fire Department  
Chief Walker gave a fire update.
10. Human Resources  
Ms. Black gave a human resources update.
11. Parks Department  
Mr. Clark gave a parks update.
12. Police Department  
Chief Ray gave a police update.
13. Public Works Department  
Mr. Harris gave a public works update.
14. Technology Department  
Mr. Wheeler gave an update on progress with new Police Cars.
15. Thrive 55+ Department  
Ms. Batts gave a senior update.

### **UNFINISHED BUSINESS**

16. Thrive 55 + building use for events.  
Ms. Batts and Ms. Noe spoke on this and asked for more input from the council to determine who the building would be open to, and costs associated. This matter will be tabled next month to get more direction from Councilman, and they have had a chance to contact Ms. Batts to discuss some ideas.

### **NEW BUSINESS**

17. TCRS Contribution Rate.  
Ms. Bowman stated this is regarding the retirement rate. Fye 25.
18. UTA Contract  
Mr. Clark stated that he got the contract signed with the corrections made by Ms. Noe.
19. Ordinance #405 & #409 Mayor/Council Salary Discussion  
Ms. Bowman stated that the Mayor and the Council have not had a raise in Salary in 11 years. She asked about giving pay increases. Vice Mayor Greer stated to wait. Councilman Kerrigan stated that the pay is higher than some other places. Councilman Smith and Councilman Thompson are in favor of a raise for the mayor position only.
20. Corp of Engineers Fish Rodeo Discussion  
Mr. Clark is requesting a donation of \$ 2000.00 for the Fishing Rodeo event this year. We have given in the past and he has money in his budget for this. They are also looking to get an agreement for it to be a yearly donation.
21. Ms. Bowman informed these are the initial resolutions for the USDA loan for the cost overrun on the WWTP.
22. Authorize Issuance, Sale & Payment of Water & sewer Revenue Tax Bonds \$ 10,639,000  
Ms. Bowman informed these are the initial resolutions for the USDA loan for the cost overrun on the WWTP.
23. Re-Appoint Jackie Simkins to the 2024 Board of Equalization  
Mayor Smith stated that Ms. Simkins is doing an excellent job, and he re-appointed her to the position.
24. Summerfest State Farm Insurance Agreement  
Ms. Bowman is going to make a resolution to allow Ms. Noe to make changes as needed.
25. City Wide Cleanup Discussion  
Mr. Nicholson spoke and stated that Ordinance 512 is regarding tires and that his integrity was questioned. He stated that he is not lining his pockets and when someone is going to speak on something to do the research first. There are three buildings in question. The 1<sup>st</sup> is probate, and the city cannot take any action on the property while it is in probate court, and this was followed by Ms. Noe explaining the city would have to file a motion and go through the court. Property 2 was sold in auction last year and the new owner has the right to fix the property up. The city will have to follow the state law on Slum Clearance and go through the proper procedures to get this completed. Property 3, everyone agreed that it should be taken care of as soon as possible. Mr. Nicholson stated that there is no ordinance that states that someone cannot have a trampoline

in the front yard. Councilman Smith asked to make a city cleanup day. It was explained that the city cannot just go on someone's property and remove anything without following the law of the state. Councilman Smith stated that the codes.

### **SURPLUS PROPERTY NOMINATIONS**

26. Surplus Property Nomination - Police Dept

Police Dept. Chief Ray explained that selling the confiscated weapons is only going to cost \$1800.00 to replace all officer firearms and it will save a lot of money.

### **EXPENDITURE REQUESTS**

27. Request for Proposal - Salary Study

Ms. Bowman stated this was added as requested from the previous budget meeting. We will need directions as to request a proposal of a merit-based pay table or a step pay table.

28. Trail Pavement Repair

Mr. Clark got 3 Quotes but only 1 of them would give a price for the repairs needed. There are 98 places to be repaired.

### **OTHER**

29. 2023-37 Live Stream Meeting Discussion

The current Ordinance states that all workshops and Council meetings are live Streamed. Ms. Noe asked if anyone wanted to amend the ordinance to exclude Budget Meetings. The board does not want to make any changes and thinks the meeting should be streamed and the city should be as transparent as possible.

30. Resolution- Authorizing the Incurrence of Indebtedness not to exceed \$ 10,639,000

Ms. Bowman informed these are the initial resolutions for the Interim loan financing for the cost overrun on the WWTP.

31. Authorizing Loan Agreement Between Town of Ashland City and Public Building Authority of the City of Clarksville Not to Exceed \$10,639,000

Ms. Bowman informed these are the initial resolutions for the Interim loan financing for the cost overrun on the WWTP.

Attorney/Client meeting began at 7:05 pm and returned at 7:24 pm.

### **ADJOURNMENT**

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:25 p.m.

\_\_\_\_\_  
MAYOR JT SMITH

\_\_\_\_\_  
CITY RECORDER MARY MOLEPSKE

Date: 9/22/2023

Cumberland Landesign Inc.  
104 Leeward Point  
Hendersonville, TN 37075  
615-333-4636

Client:  
City of Ashland City  
c/o Gerald Greer

RE: Streetscape Improvements

Dear Client,

Cumberland Landesign is pleased to provide you with this proposal on the above referenced project. This will cover 1) Streetscape Improvements, 2) Additional Services.

1) Streetscape Improvements

Cumberland Landesign will prepare a set of improvement plans addressing aesthetics between Mulberry and Elizabeth Street.

Plans will display:

1. Recommended new street trees in large available planting beds.
2. Precast architectural foam/fiberglass self watering planters.
3. Stock or custom (3'x3'+/-) tree grate replacement covers.
4. Poly parking blocks at angled parking.
5. Shrub, and perennial planting plan for planters and small spaces.
6. Wireless speaker locations per manufacturers data.
7. Optional art, visual feature, or theme ideas per City.

The Client will be able to replicate selected products elsewhere, outside the limits of streetscape improvement, throughout the downtown corridor if elected. The Client shall address bench seating and ADA parking compliance with TDOT.

Cumberland Landesign will perform site visits necessary to assess conditions. Plans (3-4 sheets) will be provided in PDF format at 50% and 90% and Final per Client review and comments.

Physical meeting are Additional Services, but video and voice conferences are included in the Flat Fee. It is critical that the City source, or provide contacts, AutoCAD files of existing conditions within the scope of improvements.

Billing shall occur at 50% and after 100% completion.

Flat Fee: \$5,000.00

## 2) Additional Services (2023 Rates)

Additional services is billed hourly. Travel time during business hours is billed at \$45.00 per hour. Design, drafting, and office work are billed hourly at a rate of \$75.00 per hour. Construction management, private or public meetings, and requested site visits are \$150.00 per hour, pro-rated after the first hour.

## TERMS AND CONDITIONS

### Existing Conditions

The Client is responsible for providing AutoCAD (v 2010 or earlier) format information from a registered land surveyor in the state which the subject project is located. Mortgage loan surveys, paper records, and associated graphic documentation can be utilized as a base for plan creation, but is an Additional Service billed hourly for drafting time. Cumberland Landesign shall not be held responsible for site conditions, utilities, easements, restrictions, setbacks, or encumbrances when a survey has not been provided.

### Access

Unless otherwise stated, Cumberland Landesign will have access to the site for activities necessary for the performance of the services. The Client agrees to allow Cumberland Landesign to take photos of finished products for marketing and advertising, or the Client may provide print quality photos. Job site location or personal information will not be shared.

### Jobsite Safety

The Client understands that Cumberland Landesign is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

### Communication

The Client agrees to verify all requests, meeting times/dates, and coordination with Cumberland Landesign verbally.

### Timeframe

Documents shall be produced in a timely manner. Client shall agree to hold Cumberland Landesign not responsible when unforeseen illness, disasters, or accidents which prevent deadlines from being met. Client shall allow five (15) business days minimum to provide plans for new projects and three (5) business days minimum to provide revisions to existing plans. Work is not performed on weekends, holidays, or when on vacation.

### Rush Projects

New or revised projects which require weekend, less than 3 business days, or overnight service will be billed as an Additional Services beyond the Flat Fee.

### Insurance

The Contractor shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death, or property damage which may arise out of performance of Cumberland Landesigns' services under this agreement.

Cumberland Landesign carries E&O professional liability insurance with Risk Strategies / XL Insurance policy number #DPS9953497. Where required coverage exceeds \$100,000. the Client shall pay for Project related additional fees. Certificates of Coverage provided at request.



#### Termination of Services

This agreement may be terminated by the Client or Cumberland Landesign upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of Cumberland Landesign, the Client shall compensate Cumberland Landesign for services performed prior to termination.

#### Pause on Services

Cumberland Landesign shall exercise the right to discontinue professional services for projects where payment has not been made or is past due - from date of billing. Cumberland Landesign may not start new projects under the same Client until previous projects are paid in full. For projects with late invoices paid current Cumberland Landesign will resume service within 5 business days. The Client agrees not to hold Cumberland Landesign responsible for due dates, deadlines, or schedules when a pause on services is performed.

#### Additional Services

Cumberland Landesign will not perform any services not listed in this Contract. Architectural, Geotechnical, Engineering, Surveying, or other professional consultation services are the sole responsibility of the Client.

#### Reimbursable Expenses

Reimbursable Expenses include, but not limited to, expense of transportation in connection with the project; expenses in connection with out of town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, specifications, and other documents; expenses for postage, and handling of drawings. These Reimbursable Expenses shall be bill as a multiple of 1.10 times the cost incurred by Cumberland Landesign.

#### Revisions

Revisions after project completion are additional services. Innovative design requests, seeking administrative waivers, and as-built plans are additional services.

#### Termination Expenses

Termination Expenses include expenses which are directly attributable to termination, and are computed as a percentage of the total compensation for services earned to time of termination as follows: Ten percent (10%) of the total compensation for services earned to date.

#### Clientship of Documents

All documents produced by Cumberland Landesign under this agreement shall remain the property of Cumberland Landesign and may not be used by the Client or any person or endeavor without written consent of Cumberland Landesign. No electronic files of the project will be released to any parties. PDF files of the project will be available for the Clients records and reproduction. Electronic and paper documents are original works and the property of Cumberland Landesign and are unique to this project and meant solely to be used for this project. CAD files will not be provided unless required by the governing authority.

#### Limits of Exposure

The Client agrees to limit the monetary amount of claims against Cumberland Landesign to no more than the value of services provided including legal costs and associated fees.

#### Mediation

The Client agrees to seek mediation through an arbitrator prior to seeking professional legal services. The Client and Cumberland Landesign shall decide on the arbitrator(s).

Billings and Payments

Invoices for services and expenses are due when rendered. If the Invoice is not paid within thirty (30) days, Cumberland Landesign may, with out waiving claim or right against Client, and without liability, terminate performance of services. Performance of services includes, but is not limited to, submission of documents, revisions/updates to plans, site inspections, and associated services related to the subject project.

Responsible Payer

The Client is solely responsible for providing payment when invoiced. The Client agrees not to withhold payment based on contractor construction completion, jurisdiction approval, third parties, or the performance of any other professional . This Proposal is exclusively between the Client and Cumberland Landesign, and no others.

Late Fees

Projects which are past the due date will receive, at the option of Cumberland Landesign, a 5.0% late fee each month.

Past Due Payments

Client shall pay all costs of collection, including associated attorney's fees.

Failure to Perform

The Client agrees not to hold Cumberland Landesign responsible for installations by the Contractor, Sub-Contractor, or Installer which vary from the approved plan(s). Cumberland Landesign shall not be held responsible for materials substitutions, unapproved field changes, or adjustment which differ from the official plan(s).

Contract Expiration

This proposal for services expires after 30 days from the date listed above. Cumberland Landesign may honor the original contract after this expiration date or may choose to draft a new proposal for services.

Cumberland Landesign is incorporated (S-Corp).  
Robert Brian Wray is a licensed Landscape Architect (TN # 581).

Cumberland Landesign is pleased to provide you with these services, and we look forward to working with you.

Accepted by:

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\* Scan & e-mail only this page to [cumberlandesign@bellsouth.net](mailto:cumberlandesign@bellsouth.net).

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE  
ASHLAND CITY MUNICIPAL GOVERNMENT  
AND THE  
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between ASHLAND CITY MUNICIPAL GOVERNMENT (“CLIENT”) and the GREATER NASHVILLE REGIONAL COUNCIL (“GNRC”), is for the provision of professional services. The GNRC and CLIENT may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

**A. SCOPE OF SERVICES:**

Scope of Services. GNRC agrees to provide, upon authorization from the CLIENT, one or more activities identified from the “Scope of Services” described in Exhibit A and incorporated into this Contract.

**B. TERM OF CONTRACT:**

The parties agree that this Contract will be effective for the period beginning on January 1, 2022 (“Effective Date”) and ending on June 30, 2026 (“Term”).

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Compensation and Task Orders. The CLIENT agrees to pay GNRC according to the fee schedule included in Exhibit A. The CLIENT will authorize the amount of compensation through the issuance of Task Orders which shall be made part of this Agreement upon the signature of the CLIENT and GNRC representatives identified in D.2. The Task Order shall identify the compensation amount and period of performance. All work shall be conducted within the effective period of this contract as identified in Section B.

C.2. Progress Reports. The GNRC will submit to the CLIENT a narrative report along with each invoice describing the work performed or services provided during the billing period.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. Neither party is bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws and regulations, or bylaws.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by a nationally-recognized overnight delivery service with an asset-tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address, or email address.

CLIENT:  
JT SMITH  
COUNTY MAYOR  
233 TENNESSEE WALTZ PARKWAY, SUITE 103  
ASHLAND CITY, TN 37015  
EMAIL: jtsmith@ashlandcitytn.gov  
PHONE: 615-792-4211

GNRC:  
 MICHAEL SKIPPER  
 EXECUTIVE DIRECTOR  
 44 VANTAGE WAY, SUITE 450  
 NASHVILLE, TN 37228  
 EMAIL: MSKIPPER@GNRC.ORG CC: MMILLS@GNRC.ORG  
 PHONE: 615-880-3540

All instructions, notices, consents, demands, or other communications are effective upon actual receipt or upon confirmation of delivery. A Party may change its contact information for the purposes of receiving notice by providing notice in accordance with this section

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with any applicable laws, regulations, and or bylaws.
- D.4. Termination for Convenience. The agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, GNRC shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the CLIENT be liable to GNRC for any service which has not been rendered. The final decision as to the amount for which the CLIENT is liable shall be determined by the CLIENT.
- D.5. Termination for Cause. If either Party fails to properly perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.
- D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.
- D.7. Conflicts of Interest. The GNRC agrees that no part of the total Contract Amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The GNRC agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records. The GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of the GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final

payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.


- D.10. Monitoring. The CLIENT understands and agrees that GNRC's activities conducted and records maintained pursuant to this Contract will be subject to monitoring and evaluation by the CLIENT as well as other entities including without limitation the U.S. Department of Economic and Community Development the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- D.12. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.13. Tennessee Department of Revenue Registration. The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.14. Suspension and Debarment. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.15. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.18. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.21. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with attachments and exhibits.
- D.22. Insurance. The GNRC will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- D.23. Ownership of Deliverables. Provided the GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.
- D.24. Intellectual Property and Other Property Rights. GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.
- D.25. Cost Sharing Allowance. The CLIENT understands that revenue from this contract may be pooled with funding provided by other GNRC member governments seeking similar services. Further, the CLIENT understands funding provided to GNRC by the CLIENT as a result of this contract may be used to satisfy non-federal matching requirements of state and federal grant programs which are made available by GNRC to share in the costs of delivering or supplementing the scope of services identified in Part A of this contract.

REMAINDER OF THIS PAGE LEFT BLANK

**AGREED:**

**GREATER NASHVILLE REGIONAL COUNCIL**

  
\_\_\_\_\_  
Executive Director

4/12/2024  
\_\_\_\_\_  
Date

**ASHLAND CITY GOVERNMENT**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

# Exhibit A

## Scope of Services

### A1. BACKGROUND

The Ashland City Municipal Government (“CLIENT”) is a formal member of the Greater Nashville Regional Council (GNRC) which was established under TCA § 13-14-101 as a state development district, in part, to provide planning and economic development assistance to its members and the region as a whole. The CLIENT has requested technical assistance from GNRC to support the CLIENT’s goal of accessing state and federal grant funds to invest in local government infrastructure and services.

### A2. TECHNICAL ASSISTANCE ACTIVITIES

The CLIENT may authorize GNRC to conduct one or more of the following types of activities through the term of the agreement.

- **Ad Hoc Grant Planning Workshops:** A half day workshop with the CLIENT to evaluate project ideas, potential funding sources, and recommendations for preparing for grant announcements.
- **Ad Hoc Community Prioritization Workshops:** GNRC can facilitate a full day workshop with the CLIENT and its stakeholders to assess community needs and priorities, evaluate project ideas, and to identify local resources that can be used to leverage state or federal grant funds. The workshop can be conducted in a single session or designed to offer breakout or concurrent sessions with smaller groups focused on specific topics as needed to meet the CLIENT’s objectives.
- **Ad Hoc Research and Mapping Support:** GNRC can provide ad hoc services to identify available grant opportunities, assess and document best practices of peer communities, and analyze or map local trends and conditions related to demographics, socioeconomic, infrastructure, environmental quality, public attitudes and opinions, among other topics.
- **Grant Writing or Application Assistance:** GNRC can lead or assist in the development of grant applications and assist the CLIENT with application submissions to granting agencies.
- **Environmental Reviews:** Federal grants awarded through state and federal agencies must comply with the requirements of the National Environmental Policy Act (NEPA). GNRC can lead or assist in environmental reviews to include the necessary documentation of exempt projects and categorical exclusions up to the completion of an Environmental Assessment document.
- **Grant Administration:** GNRC can provide project management support or serve as the grant administrator for grants awarded to the CLIENT. Grant administration services include 1) establishing proper filing systems, 2) assisting with procurement and recordkeeping in accordance with local, state, and federal laws, 3) managing meetings and contracts with vendors or contractors, and 4) preparing and submitting required reports.



### A3. FEE SCHEDULE

SERVICE	FEE SCHEDULE
Grant Planning Workshops	\$750 flat fee for to include approximately 8 hours of GNRC staff time for workshop preparation, facilitation, reporting, and all travel and materials
Community Prioritization Workshops	\$5,000 flat fee to include approximately 55 hours of GNRC staff time for workshop preparation, facilitation, reporting, and all travel and materials.
Research and Mapping Support	Priced per project based on the required level of effort.
Grant Writing	Priced per project based on the required level of effort.
Environmental Reviews	Priced per project based on the required level of effort.
Grant Administration	Priced per project based on the required level of effort.

### A4. BUDGET ASSUMPTIONS

Project budgets include the following costs:

- GNRC labor and associated fringe and indirect costs
- GNRC use of its licensed software applications and databases
- General office printing and project-related supplies
- Local mileage and parking for GNRC project personnel

The contract budget does not include direct or indirect costs incurred by the CLIENT in relation to any grant being administered by GNRC. Excluded costs include expenses for public noticing, advertising, or fees charged by other third parties directed by the CLIENT or by GNRC on behalf of the CLIENT for work outside of the scope of services. GNRC will not provide legal services or legal advice to the CLIENT as part of this agreement.

# Ashland City Grant Assistance

## TASK ORDER 1.0

### BACKGROUND

GNRC has been contracted (contract# ECD-OC-2024-002) by the Ashland City Municipal Government (“CLIENT”) to provide various services in support of the CLIENT’s pursuit and use of funding made available through state and federal grant programs. The contract relies on the issuance of “task orders” by the CLIENT in order to authorize GNRC to perform services. Each task order must include a description of the authorized work activities, period of performance, and approved fee. All work performed must be carried out in accordance with the terms and conditions of the approved contract, as amended.

### WORK ACTIVITIES AND DELIVERABLES

The CLIENT authorizes GNRC to provide the following services:

Environmental Review of the **CDBG Grant** to include research, information gathering, stakeholder outreach, and the submission of the required documents to the TN Dept of Economic and Community Development.

### PERIOD OF PERFORMANCE

January 1, 2022 thru December 31, 2024

### PROJECT FEE AND BUDGET ASSUMPTIONS

The CLIENT shall compensate GNRC in the amount of \$2,500.00. GNRC will invoice the CLIENT 100% of the fee upon completion of the environmental review.

### AUTHORIZATION AND ACCEPTANCE


This task order is authorized with the following signatures:

#### APPROVED BY

---

MAYOR	DATE
-------	------

#### ACCEPTED BY

	4/16/2024
GNRC EXECUTIVE DIRECTOR	DATE

# Ashland City Grant Assistance

## TASK ORDER 2.0

### BACKGROUND

GNRC has been contracted (contract# ECD-OC-2024-002) by the Ashland City Municipal Government (“CLIENT”) to provide various services in support of the CLIENT’s pursuit and use of funding made available through state and federal grant programs. The contract relies on the issuance of “task orders” by the CLIENT in order to authorize GNRC to perform services. Each task order must include a description of the authorized work activities, period of performance, and approved fee. All work performed must be carried out in accordance with the terms and conditions of the approved contract, as amended.

### WORK ACTIVITIES AND DELIVERABLES

The CLIENT authorizes GNRC to provide the following services:

Administration of the **CDBG Grant** to include 1) participation in project planning meetings with CLIENT staff and partners to discuss the scope of work; 2) establishing proper file organization and filing systems; 3) assisting with procurement and recordkeeping in accordance with the applicable local, state, and federal laws; 4) assisting with plans and specification approvals, if necessary; 5) assisting with pre-construction conferences and related activities, if necessary; 6) establishing policies and procedures for financial management and the orderly flow of contract funds to include preparation of requests for payment, any budget and/or program amendments, and written reports, as needed periodically and at close-out; 7) providing representation during scheduled monitoring visits conducted by the State and aid in responding to any comments made during those visits; 8) assisting or performing the required grant closeout activities.

### PERIOD OF PERFORMANCE

January 1, 2022 thru December 31, 2025

### PROJECT FEE AND BUDGET ASSUMPTIONS

The CLIENT shall compensate GNRC in the amount of \$20,000.00. GNRC will invoice the CLIENT based on progress, no more often than monthly.

### AUTHORIZATION AND ACCEPTANCE


This task order is authorized with the following signatures:

#### APPROVED BY

---

MAYOR	DATE
-------	------

#### ACCEPTED BY

  
GNRC EXECUTIVE DIRECTOR

---

	4/16/2024
	DATE

**ORDINANCE NO.**

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE AMENDING  
ORDINANCE # 619: THE OFFICIAL ZONING MAP, REZONING PARCEL  
003.01, 004.00, 004.01, AND 005.00 OF CHEATHAM COUNTY TAX MAP 055C,  
**GROUP L**, LOCATED AT SYCAMORE STREET**

**WHEREAS**, said portion of property requested to be rezoned to C-1 **DOD**, Central Business, **Downtown Overlay District**, is located in the corporate limits of the Town of Ashland City; and

**WHEREAS**, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 05, 2024, with a recommendation for approval.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:** That Ordinance # 619 be amended as follows:

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

The parcels included on Tax Map 055C, **Group L**, Parcel 003.01 currently zoned R-3 **DOD (Medium Density Residential and Downtown Overlay District)**, Parcel 004.00 currently zoned R-4 **PUD DOD (High Density Residential PUD overlay Commercial and Downtown Overlay District)**, Parcel 004.01 currently zoned R-4 **PUD DOD (High Density Residential PUD overlay Commercial and Downtown Overlay District)**, and Parcel 005.00 currently zoned PO **DOD (Professional Office and Downtown Overlay District)**, located at Sycamore Street are to be rezoned to the C-1 **DOD (Commercial District, Downtown Overlay District)**, as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 05, 2024. This area to be zoned C-1 **DOD** is marked with a red “X” and shown on the map below.

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

Recommended for approval by the Planning Commission at the regularly called meeting on February 05, 2024.

First Reading  
Second Reading

ATTEST:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
City Recorder Mary Molepske



**ORDINANCE#**

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING ORDINANCE #501 SECTION 20-105.1(b)(2): WALL SIGNS**

**WHEREAS**, the Town of Ashland City Planning Commission has reviewed and discussed the amendment and has voted to recommend its passage; and

**WHEREAS**, the Mayor and Council of Ashland City, Tennessee has given due consideration to amend the Zoning Ordinance of the Town of Ashland City

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that Section 20-105.1(b)(2) be amended as follows and all remaining sections will be renumbered accordingly:

**20-105 Signs Permitted in Commercial, Industrial Districts, and Professional Office**

Within the commercial districts, commercial, professional office and office planned unit development districts and industrial districts, as delineated by the Ashland City Zoning Ordinance and Map, the following regulations shall apply. Accessory signs are permitted subject to the standards and provisions as set forth herein.

**105.1 COMMERCIAL, INDUSTRIAL, AND PROFESSIONAL OFFICE**

Within the Town of Ashland City, the following provisions shall apply.

- (a) Projecting signs are permitted subject to the following standards:
  - (1) A use may be permitted to have one (1) projecting sign attached to the front of the building.
  - (2) Such sign shall not exceed forty (40) square feet in display surface area.
  - (3) Such sign shall not project into the public right-of-way more than six (6) feet provided that in no case shall such sign be closer than two (2) feet from the curb or edge of pavement of the travel way.
  - (4) Such sign shall not exceed twenty (20) feet in height measured from the bottom of the sign provided that in no case shall such sign extend above the roof line of the building to which it is attached.
  - (5) Such sign shall clear the established grade by a minimum of ten (10) feet.
  - (6) Such sign shall be no closer than twenty (20) feet to any other projecting sign.

- (b) Wall signs are permitted subject to the following standards:
- (1) The display surface area of such sign shall not exceed ten (10) percent of the square footage of the wall to which it is attached up to a maximum of two hundred (200) square feet.
  - (2) ~~Such sign shall be located on the front wall of the building which is oriented to the street from which access is derived. For uses with two street frontages, wall signs may be located on a wall considered to be the front of the use shall be used for location of such signage.~~
  - (3) Such sign shall not extend above the roofline of the building to which it is attached or the parapet nor shall such sign project outward from the building more than six (6) inches. Any parapet constructed as a part of the building wall or added to an existing building shall match the architecture of the building, be of the same thickness and be on the same plane as the wall of which it is a part. Parapets or additions thereto shall not be braced back to the roof.
  - (4) Such sign placed in the horizontal space between windows of a two-story building shall not exceed in height more than two-thirds (2/3) of the distance between the top of the window below and the sill of the window above.
  - (5) Such sign shall not cover or interrupt major architectural features of the building. Architectural features or details shall not be removed to accommodate a sign.
  - (6) If a use utilizes both wall and projecting signs, the total display surface area shall not exceed eighty (80) square feet.
  - (7) Signs attached to the inside of windows and intended to be visible from the exterior of the building shall not be counted as a wall sign; provided, however, that such window signs shall not cover more than twenty-five (25) percent of any window.
  - (8) Any canopy sign shall be included in the calculations for total permitted sign area for wall signs and deducted from the total. A canopy sign may be internally illuminated or have back lighting.
- (c) Pole or ground signs are permitted subject to the following standards:
- (1) A use shall be permitted to have one (1) ground or pole sign for each street frontage. In the event a street frontage is in excess of two hundred fifty (250) feet in length, one (1) additional such sign shall be permitted with a minimum separation of one hundred (100) feet between the signs. Pole signs subject to a minimum set back of twenty feet from the street right of way line.

(2) Such sign shall have a maximum display surface area of fifty (50) square feet.

(3) Between a distance of ten (10) feet and twenty (20) feet from the street right-of-way line, all signs shall be ground or pole signs. The maximum height of a ground sign shall be four (4) feet. Ground signs which are integrated into an attractive brick, stone, or wood architectural feature or an earth berm, all of which shall be permanently landscaped, may exceed four (4) feet in height to a maximum of seven (7) feet. Pole and ground signs are permitted subject to a minimum setback from the street right-of-way line of ten (10) feet. The maximum height of a pole sign shall be thirty (30) feet.

(4) The number of signs permitted on a sign structure shall be limited to one (1) sign except that an additional sign which is a changeable copy sign may be permitted with a maximum display surface area of twenty (20) square feet. An accessory sign and a changeable copy sign may be integrated into one (1) sign and shall be no larger than seventy (70) square feet for a pole sign and fifty (50) square feet for a ground sign.

(5) Any changeable copy sign may be electronically or mechanically controlled. Such sign shall not flash on and off, scroll across the copy area or change colors sporadically. The electronically controlled copy shall remain static for a minimum of six (6) seconds before changing.

(6) Such signs shall be set back from the right-of-way a minimum of ten (10) feet.

(d) The following provisions and standards shall apply to commercial complexes:

(1) A commercial complex may be permitted one (1) pole or ground sign for each street frontage identifying the name of the complex or business. In the event a street frontage is in excess of two hundred fifty (250) feet in length, one (1) additional such sign shall be permitted with a minimum separation of two hundred (200) feet between the signs. The maximum size of each such sign shall be a ratio of 1/2 to 1 of square footage of sign area to the length of the street frontage or the front facade of the building, whichever is greater, with a maximum display surface area of one hundred (100) square feet. In the event the above ratio results in a sign less than fifty (50) square feet in size, then a minimum size sign of fifty (50) square feet shall be permitted.

A sign setback of ten (10) feet from the street right-of-way line shall be observed. Between a distance of ten (10) feet and twenty (20) feet from the street right-of-way line, all signs shall be ground or pole signs. The maximum height of a ground sign shall be four (4) feet. Ground signs which are integrated into an attractive brick, stone, or wood architectural feature or an earth berm, all of which shall be permanently landscaped, may



exceed four (4) feet in height to a maximum of seven (7) feet. Pole and ground signs are permitted subject to a minimum setback from the street right-of-way line of ten (10) feet. The maximum height of a pole sign shall be thirty (30) feet.

(2) Additional signage may be permitted on the building(s) within the complex and shall be either wall signs, projecting signs or signage painted on glass windows or a combination thereof. Such signage shall be in scale with the size of the wall of the building upon which it is located and be architecturally compatible. The display surface area of such signage shall not exceed ten (10) percent of the square footage of such wall and may be apportioned for multiple occupants with each occupant being entitled to an equal share of the display surface area. Signs attached to the inside of windows and intended to be viewed from the exterior of the building shall cover no more than twenty-five (25) percent of such window.

Wall or projecting signs shall be subject to the requirements of Section 105.1 (a) and 105.1 (b) above.

(3) In lieu of a pole or ground sign identifying the name of the complex, such commercial complex may utilize a directory sign identifying individual occupancies subject to the same size requirements as in paragraph (1) above with each occupant being entitled to one (1) directory panel.

(4) A directory sign listing the names of individual businesses or occupancies may be permitted at the entrance to the parking lot or at the entrance of each building. The maximum display surface area shall not exceed ten (10) square feet and the maximum height shall be six (6) feet.

(5) A commercial complex may also be permitted entrance identification signage. Two (2) signs may be permitted, one (1) on either side of the entrance, and both shall be on private property in a joint user access easement or private platted sign easement. All such signs shall be integrally designed as a part of a permanently constructed and maintained brick, stone, or wood architectural feature or earth berm, all of which shall be permanently and attractively landscaped and privately maintained. No such sign shall exceed twenty-five (25) square feet in size or seven (7) feet in height.

(e) Signs may be internally or externally illuminated subject to the following standards:

(1) Exposed bulbs are prohibited.

(2) No sign shall change color or intensity.

(3) The brightness and surface illumination shall not exceed:

Internal illumination - 150-foot lamberts

External Illumination - 50-foot candles

(4) In no event shall the light from any illuminated sign exceed one-half (h) foot-candle at the property line of any lot that is zoned residential.

(5) The light from any illuminated sign shall be shaded, shielded, or directed so that the light intensity or brightness shall not adversely affect the surrounding or facing premises nor adversely affect safe vision of operators of vehicles moving on public or private streets or parking areas. Light shall not shine or reflect on or into any residential structure and is subject to review by the building official.

(f) This section shall apply only to those uses engaged in the retail petroleum and petroleum products business. In addition to the requirements in Section 105.1, the following provisions shall apply:

(1) One (1) permanent price sign per street frontage. Such sign shall be affixed to or made a part of the permitted pole sign and shall not exceed twenty (20) square feet in size. Such sign shall be set back from the right-of-way a minimum of ten (10) feet.

(2) Two (2) non-illuminated self-service or full-service signs per pump island may be displayed. Such signs shall not exceed one hundred sixty (160) square inches per sign and shall be located at the ends of the pump island.

(3) Federal and State stamps, octane ratings, pump use directions, prices, and no smoking signs as required by Federal, State, and local authorities may be displayed. Such signs shall be located on the body of the pump.

(4) Petroleum product pumps or dispensers may display signs on the pumps not to exceed two (2) square feet and designed to be viewed by customers operating the pumps.

(g) This section shall be applicable only to movie houses or theaters. The following additional provisions shall apply:

(1) In lieu of a wall sign or in combination therewith, a marquee sign may be permitted. Such marquee may project over a private sidewalk or driveway but not over a public right-of-way. Such marquee structure shall be permanently attached to the principal building.

(2) Where the building contains more than one (1) theater, additional display surface area may be permitted up to a maximum of fifty (50) square feet of sign area for each theater. This sign area shall be in addition to an identification sign for the theater(s).

Recommended by Ashland City Planning Commission at the regularly called meeting on 04/01/2024.

First Reading  
Second Reading

ATTEST:

\_\_\_\_\_  
Mayor

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

## PLANNING SERVICE CONTRACT

This agreement is hereby entered into between the Town of Ashland City hereinafter referred to as "Town" and (Clark Development Corporation, Limited Liability Company) hereinafter referred to as "Planner". Whereas the parties are in agreement for the Planner to provide services to the Town and act as the Town's Planner for purposes of all building, zoning, and planning.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

- A. SCOPE OF SERVICES. The Planner shall provide the following services:
1. Attends meetings and provides direct planning assistance and advisory services to local planning commission and boards of zoning appeals and local legislative commissions and committees upon request.
  2. Review of all site plans, plats, and rezoning request and prepared written recommendations.
  3. Technical assistance through phone calls, emails, or other correspondence
  4. Provide or arrange for four (4) hours of planning commission and boards of zoning appeals training to comply with statutory requirement.
  5. Assistance with periodic update of all land use control regulation documents and maps upon receipt of locally adopted resolutions and/or ordinances.
  6. Connecting with grant opportunities, both one-time and recurring, and assistance provided by Planner.
  7. Review of projects supported by TDOT, the NIPO, and the RPO for feedback, input, and impact on local decision-making (attendance to scheduled meetings with transportation organizations).
  8. Provide updates to the Town on recent or anticipated changes to statute, recent court cases that may impact local decision-making.
  9. Monitoring the Public Infrastructure Needs Inventory (PNI) maintained by TACR for projects initiated by the Town.
  10. Annual planning work programs identifying anticipated scope work.
- B. The Town will be responsible for the following responsibilities:
1. Provide Planner with sufficient notice of meetings and obligations.
  2. Provide Planner access to all planning related documents including but not limited to adopted plans, ordinances, and maps.

C. TERM OF CONTRACT:

This contract shall become effective on June 01, 2024, and shall be effective for 13 months terminating on June 30, 2025. The parties may continue this agreement upon the payment by the Town of the prorated monthly amount and the acceptance of the Planner of said fees.

D. PAYMENT TERMS AND CONDITIONS:

This contract shall be in the amount of Nine Thousand Two Hundred One Dollars (\$9201.00) on an annual basis. This shall be prorated and paid for by the Town on a monthly basis. This is the entire compensation for the Planner for the services as set out in Section A above. Planner will not be compensated or reimbursed for travel, meals, or lodging by the Town. Any services that are above and beyond the items listed in Section A above shall be performed at an agreed upon price between the parties which shall be memorialized in writing.

E. TERMINATION OF AGREEMENT

This agreement may be terminated by either party for convenience without being a breach of this contract. Both sides shall give thirty days' notice for a termination for convenience. Upon termination by either party, the Town shall only be responsible for fees of the Planner to be prorated of the current yearly rate. Either side may terminate this contract for cause immediately upon giving the other party the opportunity to cure any issues within five (5) days. For cause shall include but not be limited to either party not fulfilling their obligations as set out in the Scope of Work.

F. ASSIGNMENT:

This agreement may not be assigned or subcontracted by the Planner without the express written permission of the Town.

G. RECORDS:

Planner will maintain for documentation a copy of all materials either produced as part of this contract or obtained by the Planner. The Town shall have the right to have a copy of any and all documents obtained by Planner in the performance of his duties under this contract.

H. INDEPENDENT CONTRACTOR:

Planner is an independent contractor and is not under any circumstances an employee of the Town. As an independent contractor, the Town will not provide any benefits, leave, insurance, or any other benefits. The Planner is solely liable for his own worker's compensation insurance and liability insurance. Planner is also solely liable

for his own income tax, social security, and any other expenses. Planner shall also provide adequate liability insurance to cover any errors or omissions.

\_\_\_\_\_

Ceagus L. Clark, 4/30/2024

Mayor

(Date)

(Date)

### **Professional Objective**

To obtain an interview for a position that will allow me to demonstrate my skills and leadership capabilities in a challenging and goal-oriented environment.

---

### **Professional Work History**

#### **City of White House, TN**

Planning and Codes Director, August 2019-Present

- Organizes, and directs the city planning, zoning, building inspection, code compliance, floodplain management, and housing and community development activities.
- Plans general operations of the department including budgeting, developing and enforcing policy and procedures.
- Implementing effectual programs of the Economic Development Commission that promotes the growth and retention of a vital economy.
- Lead department personnel and coordinate marketing strategies to achieve long and short-range development goals outlined by the Economic Development Plan and Comprehensive Plan.
- Review land development/subdivision proposals to ensure compliance with applicable ordinances
- Review applications for zoning changes and variances, and proposed annexations and special projects/studies, including studying documentation, conducting on-site inspections, measuring setbacks, calculating areas, communicating with applicants, resolving problems and making formal recommendations for approval/denial to Planning Commission and Board of Zoning Appeals (BZA) and Board of Mayor and Alderman.

#### **Tennessee Housing Development Agency, Nashville, TN**

Research Analyst, January 2015-2019

- Provide research data and reports on economic, social policy as it relates to housing programs supported by the agency
- Participate in the statewide comprehensive housing plan process
- Provide spatial analysis for research projects
- Compile and evaluate data
- Contract Administration with statewide partners and advise on planning regional strategies
- Conduct Market Analysis Demand Review of Low-Income Housing Tax Credit (LIHTC) Program

#### **Tractor Supply Company, Brentwood, TN**

Market Planning Analyst, October 2011-January 2015

- Manage site analysis program for potential new opportunities throughout the US
- Analyzed key market, competitive and customer trends and evaluated impact on market segments
- Create a strategy presented to field Real Estate Managers and Senior Executives to maintain a profitable network of stores
- Prepare for real-estate committee presentations at monthly meetings to executive team members
- Participate in internal consulting projects such as competitor impact analysis, potential real-estate acquisitions study, and underperforming store analysis
- Planned, designed and conducted primary market research projects, both qualitative and quantitative

### **Dollar General, Goodlettsville, TN**

Market Planning Analyst, January 2006 – September 2011

- Responsible for site analysis of potential new store and relocation opportunities in a five state territory
- Analyze historical sales performance, demographic data, and market conditions by store to develop accurate sales projections
- Achieved over 70% average accuracy rate for new and relocation sales projections from 2006 - 2011 (over 600 total analysis)
- Create a biannual new store strategy presented to field Real Estate Managers to maintain a profitable network of stores
- Prepare for real-estate committee presentations at bimonthly meetings with executive team members; presentations include a comprehensive market overview, surrounding store comparisons, and sales projection review
- Participate in internal consulting projects such as competitor impact analysis, potential real-estate acquisitions study, and underperforming store analysis

### **Gulf Regional Planning Commission, Gulfport, MS**

GIS Analyst/Planner III, August 2003 – January 2006

- Responsible for maintaining socioeconomic data in planning variable program.
- Created traffic count GIS program
- Support transportation program with intersection maneuver study
- Responsible for maintaining TAZ (Traffic Analysis Zone) inventory
- Training and Development for Staff on GIS Tools
- Project Manager- MS Department of Environmental Quality Grant Transportation Grant
- Created congestion Management workflow and GIS database
- Assist team with Various Planning (Hazard Mitigation, Comprehensive Plans)
- Use FEMA Risk Assessment system to manipulate maps for mitigation plans
- Assist with travel demand model
- Hurricane Katrina Disaster Management and Transportation Inventory Assessment for FEMA
- Work with Senior Planner to create alternate transportation routes and methods
- Secured Urban Youth corps grants, and supervised Urban Youth corps to beautify several major road arteries within MPO network

### **City of Gulfport, Gulfport, MS**

GIS Analyst, February 2000 - August 2003

- Imagery acquisition
- Imagery interpretation to create base map for city
- Responsible for GIS Database design
- Trained users on citywide GIS in all departments
- Performed complex analysis using GIS software
- Planned and sequenced processing steps for database creation, application and display and document production
- Developed applications documentation, user-training materials and quality control methods
- Supervised and trained Temporary and intern employees

### **City of Covington, Covington, LA**

GIS/ Planning Technician, April 1998 - February 2000

- Responsible for the development of the city's GIS program, using ArcView and AutoCAD
- Assist the Planning Director with the duties of the planning office
- Conduct Public Meetings and Citywide Forums for planning department
- Work closely with the Mayor to complete various grants for the city



**Entergy Services – Universal Personnel, New Orleans, LA**

GIS Technician, October 1996 - April 1998

- Responsible for the production of the land based features of Entergy's Central Region database
- Performed quality assurance checks on digitized land base maps
- Trained new employees on the land base team for Small World GIS program
- Assisted with the development of Entergy's system wide training guide
- Responsible for the central production of AM/FM automated mapping and facilities management project

**Education**

**University of Southern Mississippi, Hattiesburg, MS**

**August 1991-December 1995**

- B.S. Community and Regional Planning; Foundation in GIS
- Vice President of Student Planning Network.

**Bethel University, McKenzie, TN**

**July 2012-December 2014**

- Master of Business Administration, Organizational Development/Leadership

**Certifications, Civic Activities and Training**

- Executive Board Member, Habitat for Humanity Sumner County
- 2024 Graduate, Leadership Sumner
- Candidate for International Code Council, Residential Certifications
- GISP-Professional GIS Certification
- Map construction, field interviews, grant writing, digitizing maps;
- the American Planning Association.

**ORDINANCE #**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT**

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that the following shall apply and be put into effect immediately upon proper passage of this ordinance and shall be billed each and every month of the calendar year, and that said rates are hereby adopted, fixed, and established as set forth in the following schedule to wit:

18-107. Water and sewer scheduled rates and charges.

- (1) The charges and/or rates for water and sewer and/or water and sewer services provided and furnished by the Town of Ashland City, Tennessee, to its inhabitants, and to all users of such water and sewer services, for each and every calendar month of the year, are hereby adopted, fixed, and established as set forth in the following schedule, to-wit:

	<b>WATER RATES</b>		<b>SEWER RATES</b>
	<i>Inside City Limits</i>	<i>Outside City Limits</i>	<i>ALL</i>
Base Charge (minimum fee)	\$15.74	\$29.54	\$15.74
<b>ALL RATES ARE PER 1,000 GALLONS</b>			
First gallon used to last gallon	\$10.37	\$11.23	\$10.37

The water and sewer rates may be adjusted each budgeting cycle to meet the operational requirements including expenses and debt service obligations.

Flat Rate Sewer- Monthly	\$8.00
Non-refundable Application Fee-owner	\$50.00
Landlord Rental Property Fee (1 month allowance)	\$0 reconnection fee; pays billing and usage only
Non-refundable Application Fee-renter	\$100.00
Residential STEP fee- monthly	\$9.50
Commercial STEP fee- monthly	10% of combined water and sewer total
Returned check	Amount allowable by State Law
Reconnection Fee- inside city limits	\$50.00
Reconnection Fee- outside city limits	\$75.00

Industrial rates outside of the industrial park sewer system may be charged at the rate listed above but be charged on the number of gallons of sewer versus number of gallons of water if the industrial user installs a dedicated line to the plant with an appropriate manhole for testing of the sewer and approval of the line by the Town of Ashland City.

**BE IT FURTHER ORDAINED**, that these rates shall take effect July 1, 2024, after its final passage, the public welfare requiring it.

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

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

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

\_\_\_\_\_  
JT Smith, Mayor

\_\_\_\_\_  
Mary Molepske, City Recorder



# Town of Ashland City

## Public Safety Pay Table



Pay Grade	Job Title		Pay Range		
	Police	Fire	Starting Salary	Midpoint Salary	Highest Salary
<b>PS-8</b>	Police Chief	Fire Chief	<b>\$77,280</b>	<b>\$90,919</b>	<b>\$117,058</b>
<b>PS-7</b>	Deputy Police Chief	Assistant Fire Chief	<b>\$69,156</b>	<b>\$81,359</b>	<b>\$100,560</b>
<b>PS-6</b>	Police Detective	Fire Captain	<b>\$61,884</b>	<b>\$72,805</b>	<b>\$93,737</b>
<b>PS-5</b>	Police Sergeant	Fire Fighter II / Acting Fire Inspector	<b>\$55,377</b>	<b>\$65,150</b>	<b>\$83,881</b>
<b>PS-4</b>	Police Corporal		<b>\$52,466</b>	<b>\$61,726</b>	<b>\$77,970</b>
<b>PS-3</b>	Police Officer II	Firefighter II	<b>\$49,554</b>	<b>\$58,301</b>	<b>\$72,059</b>
<b>PS-2</b>	Police Officer I	Firefighter I	<b>\$44,346</b>	<b>\$52,170</b>	<b>\$64,482</b>
<b>PS-1</b>		Part-Time Firefighter	<b>\$35,509</b>	<b>\$41,776</b>	<b>\$51,636</b>
<b>PS-0</b>	Reserve Officer		\$25/HR or \$30/HR for Certified		

Footnote:

- Police Officer I is a non-certified Officer
- Police Officer II is a Certified Officer

\* This Pay Table is based on every position moving one paygrade higher.

\* Cities with separate pay scales: Pleasant View, Hendersonville, Gallatin, Brentwood, Springfield, Berry Hill, Belle Meade, Metro-Nashville, Murfreesboro, etc.

## Pay Table for Public Safety/Emergency Services

- It consists of The Ashland City Police Department and the Ashland City Fire Department being separated from the Town of Ashland City Pay Table and establishing its own, as set precedent by several middle Tennessee cities and agencies.
- The pay table would be established as a “Public Safety” or “Emergency Services” Pay Table. This will follow the precedents set by surrounding areas and allow us to contend with competing agencies in regard to pay.
- The separate Pay Table will also resolve concerns pertaining to and prevent some employees from exceeding the pay grades within the existing Pay Table.

The separate Pay Table will effectively help attract quality officers or candidates for open positions. In addition, it will help retain our quality employees of the Ashland City Police Department and Fire Department. Therefore, we can keep the high standards held by their administration, citizens, and the Town of Ashland City.

- Majority of the surrounding agencies have Public Safety Pay Tables separate from their city’s Pay Table.
  - For Ex. Pleasant View, Hendersonville, Gallatin, Brentwood, Springfield, Berry Hill, Belle Meade, Metro-Nashville, Murfreesboro, etc.
- This Pay Table is based on every position moving one paygrade higher.

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

3. Pay Increases-Employees on Leave of Absence

Scheduled pay increases will be postponed for employees on approved non-job related medical or personal leave of absence until they return to work. Pay increases will be postponed beyond the date of return to work in cases where such absence exceeds four months (will normally be postponed one additional month for every month of leave beyond four). Pay increases will not be delayed for worker's compensation related medical leave of absence.

4. Pay Increases-Employees on Light Duty

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

B. Pay Table Adjustment Increases

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

C. Longevity Payments

1. Eligibility

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

Part-time employees after three years of service will begin receiving a longevity payment of \$50 per year of service, subject to appropriation by City Council as part of the annual budget process.

2. Payment Date

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

D. Promotional Increases

1. Definition of Promotion

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

2. Increase Amount

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

E. Temporary Reassignment

A reassignment to any other of equal or lower responsibility for less than six months.



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
REGION 3 RIGHT OF WAY DIVISION  
6601 CENTENNIAL BOULEVARD  
NASHVILLE, TENNESSEE 37243-0360  
(615) 350-4200**

**BUTCH ELEY**  
COMMISSIONER

**BILL LEE**  
GOVERNOR

**MEMORANDUM**

**TO:** Ashland City Police Department  
Chief Kenny Ray

**FROM:** Jon "Bird" Armstrong  
Excess Land Coordinator, RegionIII, Right-of-Way Division

**DATE:** April 23, 2024

**SUBJECT:** Region's Request for ALPR License Signatures  
Request# 7305  
Inv. #: 10319  
Project No: Multi  
County: Cheatham  
Tract(s): Multi

Requestor; Ashland City Police Department

Kenny Ray, Chief

Please see the attached License Agreement and Exhibit A for Review.  
You have two options on how you would like to sign and return. The first option is print out 2 legal size copies, printed on one side only, signed and mail to me for execution. One copy would be returned to you after the license agreement is executed. Also please date your signature but leave all other dates blank.

**Option 2, sign and return the document to me electronically.** Doing it this way we would only send you a PDF copy of the executed agreement.

Please let me know which option you choose.

If you choose to mail the 2 copies to me. Please use the below mailing address.

Let me know if you have questions.

Tennessee Department of Transportation  
Attn; Jon "Bird" Armstrong  
6601 Centennial Blvd.  
Nashville, Tn. 37243-0360

Jon "Bird" Armstrong  
Excess Land Coordinator  
(615) 350-4213  
Jon.Armstrong@tn.gov

This Instrument prepared by:  
State of Tennessee  
Department of Transportation  
Region 3  
6601 Centennial Boulevard  
Nashville, TN 37243  
(Local Government)

Project Nos. Multiple  
Tract Nos. Multiple  
Cheatham County  
Request No. 7305

**LICENSE AGREEMENT TO INSTALL AND OPERATE FIXED  
AUTOMATED LICENSE PLATE RECOGNITION CAMERAS**

THIS AGREEMENT is made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as “State”) and the ASHLAND CITY POLICE DEPARTMENT (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install, operate, and maintain fixed automated license plate recognition (ALPR) cameras in Cheatham County, Tennessee, being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install, operate, and maintain fixed automated license plate recognition (ALPR) cameras in Cheatham County, Tennessee, for the purpose of aiding in criminal investigations or searches for missing or endangered persons, (hereinafter referred to as the “Improvements”). The precise locations approved for ALPR cameras under this license are described in Exhibit A. Any ALPR camera approved for location on a new pole within the clear zone of the highway right-of-way must use a pole pre-approved by the State for crashworthiness.
2. **USE OF LICENSED PREMISES** – Licensee shall be permitted to use the Licensed Premises for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **PRODUCTION AND ASSEMBLY OF ALPR CAMERA** – The manufacturer, ALPR camera, or any of the ALPR camera’s components shall not be (a) produced, assembled, or based in an entity appearing on a sanctions list published under the authority of the United States Department of the Treasury, office of foreign assets control (<https://ofac.treasury.gov/>), (b) prohibited or restricted under Section 889 of the National Defense Authorization Act (48 C.F.R. 52.204-25), (c) prohibited or restricted under Title 2 of the SECURE Technology Act (Public Law 115-390 of 2018), or (d) prohibited or restricted under the United States Department of Commerce Regulations on Information and Communications and Services Supply Chain (15 C.F.R. Part 7).



4. **DATA COLLECTED BY ALPR CAMERA** – The manufacturer of and custodian of any data collected by the ALPR camera shall (a) comply with T.C.A. § 55-10-302, (b) ensure that all aspects of the manufacturer’s and custodian’s data services, data retention, information technology, or other internal data management processes are contained and managed within the United States, (c) and ensure that all data and metadata collected by the ALPR camera are not used for commercial purposes or sold, other than sharing with other law enforcement agencies in the United States as authorized by law.
5. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
6. **TERM** – The License is a ten (10) year, renewable license which shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall end on \_\_\_\_\_, 20\_\_\_\_.
7. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
8. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
9. **TRAFFIC CONTROL** – At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
10. **FIRE HAZARD** – The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.
11. **DAMAGE TO STATE PROPERTY** – Licensee shall be liable for any damage to state property resulting from Licensee’s use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
12. **LIABILITY** – Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor’s acts or omissions in the prosecution of the work.

13. **INSURANCE** – The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee’s liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
14. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of T.C.A. § 65-31-101 *et seq.* are met.
15. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to immediate termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
16. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
17. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers

Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (proposed 36 C.F.R. Part 1190; published in the Federal Register, July 26, 2011).

18. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
19. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 C.F.R. Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee’s adjacent or nearby property for protection under Section 4(f).
20. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
21. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
22. **ASSIGNMENT** – The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

**TO THE LICENSEE:**

Ashland City Police Department  
c/o Chief Kenny Ray  
233 Tennessee Waltz Parkway  
Ashland City, TN 37015

**TO THE STATE:**

State of Tennessee  
Department of Transportation  
Attention: Brian Dickerson  
Suite 600, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

**ASHLAND CITY POLICE DEPARTMENT**

\_\_\_\_\_  
Kenny Ray, Chief

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Attorney for Licensee

DATE: \_\_\_\_\_

**STATE OF TENNESSEE**

\_\_\_\_\_  
Howard H. Eley  
Deputy Governor and Commissioner  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
John Reinbold, General Counsel  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

**EXHIBIT A**

Site #	State Route	Latitude	Longitude
Site 1 Camera 1	SR-12	36.24991208893512	-87.03264661192954
Site 1 Camera 2	SR-12	36.24975959337914	-87.03322462797225
Site 1 Camera 3	SR-12	36.2502908693671	-87.03263939414003
Site 2 Camera 1	SR-49	36.27229668876833	-87.06957860731936
Site 2 Camera 2	SR-49	36.272588312923084	-87.06973415157773
Site 2 Camera 3	SR-49	36.272219151672665	-87.06994496576466
Site 2 Camera 4	SR-49	36.27252457838365	-87.0700836326087
Site 3 Camera 1	SR-455	36.2716492717892	-87.06975278235919
Site 4 Camera 1	SR-49	36.27442685210208	-87.06326518635781
Site 5 Camera 1	SR-12	36.27429612255336	-87.06423717057119
Site 5 Camera 2	SR-12	36.27429997074186	-87.06423826682084



**PROCLAMATION**

**NATIONAL ALZHEIMER’S AND BRAIN AWARENESS MONTH  
JUNE 2024**

*WHEREAS, today according to the Alzheimer's Association, there is an estimated 6.9 million Americans age 65 and older living with Alzheimer’s dementia in 2024. A figure from the Alzheimer's Association website shows that this number is expected to grow to as many as 12 million by mid-century if we do not develop a cure or an effective treatment; and*

*WHEREAS, researchers are making great progress in developing ways to accurately diagnose and treat Alzheimer’s disease, and we need to accelerate the pace of that research if we are going to have a disease-altering treatment in the next 10 years; and*

*WHEREAS, the Alzheimer’s Association is marking June as Alzheimer’s and Brain Awareness Month and June 21 as The Longest Day, a sunrise-to-sunset day of activity for community members to do what they love in honor of who they love, and asking residents of Ashland City to learn more about Alzheimer’s and become part of the effort to combat the disease; now, therefore, be it*

*RESOLVED, that the Town of Ashland City Council does hereby proclaim June 2024 as National Alzheimer’s and Brain Awareness Month and the week of June 17-22, 2024 as “Paint the Town Purple Week” in the Town of Ashland City and encourages all community members to pledge to take a stand and spread the word about Alzheimer’s disease by decorating your place of residence or business in the color purple and by participating in our first "Ashland City Walk to End Alzheimer's" on June 20th from 4:30 - 6:30 p.m. at the John C. "Preacher" Poole Walking Track.*

*IN WITNESS WHEREOF, We have hereunto set our hands this 14th day of May 2024.*

\_\_\_\_\_  
**JT SMITH, MAYOR**

\_\_\_\_\_  
**GERALD GREER, VICE MAYOR**

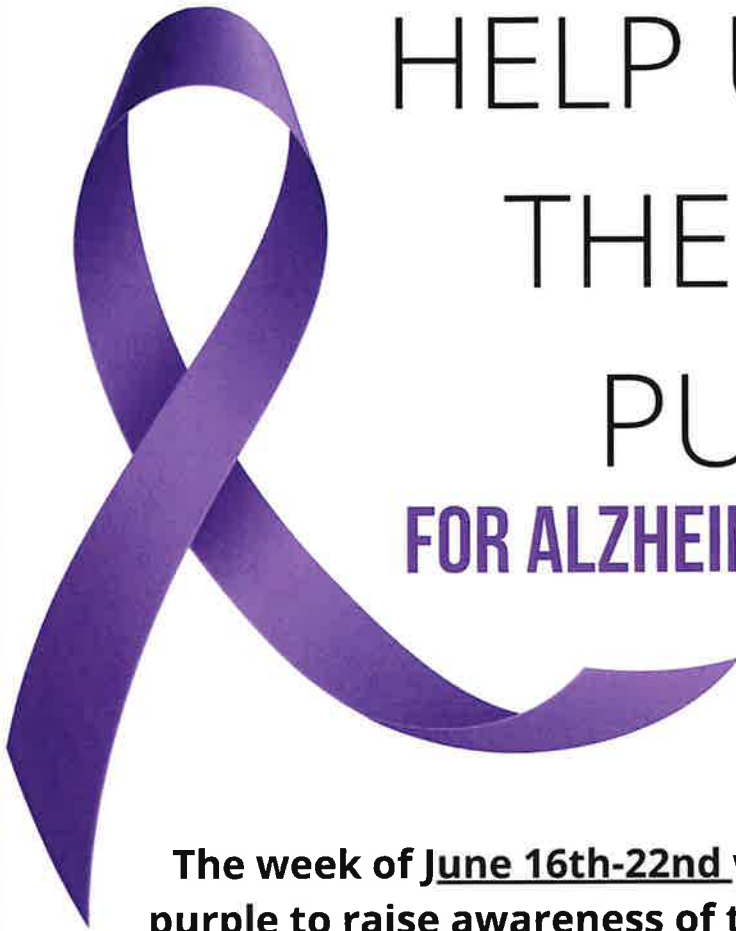
\_\_\_\_\_  
**MICHAEL SMITH, COUNCIL MEMBER**

\_\_\_\_\_  
**TIM ADKINS, COUNCIL MEMBER**

\_\_\_\_\_  
**KEVIN THOMPSON, COUNCIL MEMBER**

\_\_\_\_\_  
**Y YOUNG, COUNCIL MEMBER**

\_\_\_\_\_  
**CHRIS KERRIGAN, COUNCIL MEMBER**



# HELP US PAINT THE TOWN PURPLE FOR ALZHEIMER'S AWARENESS

**WALK TO END  
ALZHEIMER'S**  
ALZHEIMER'S  ASSOCIATION®

The week of June 16th-22nd we want to paint the town purple to raise awareness of the Alzheimer's Association! This will help show support of the Alzheimer's Walk that will take place on June 20th. We will walk the John C. "Preacher" Poole track in support of the mission to end Alzheimer's. We will walk from 4:30-6:30 p.m.

## WAYS YOU CAN HELP PAINT THE TOWN:

- DECORATE YOUR STORE/BUSINESS WINDOWS
- DECORATE YOUR LOBBY
- MAKE SIGNS
- CHANGE OUTDOOR LIGHT BULBS TO PURPLE
- WEAR PURPLE CLOTHING
- WEAR PURPLE LAPEL RIBBONS
- INCORPORATE PURPLE INTO YOUR BRAND



**ALZHEIMER'S  ASSOCIATION®**

 **Tennova™**  
Hospice

# ALZHEIMER'S WALK WITH THRIVE 55+

Thursday, June 20th

4:30pm – 6:30pm

RIVERBLUFF PARK PAVILION  
175 OLD CUMBERLAND ST, ASHLAND CITY, TN 37015  
(OFF THE TN WALTZ PARKWAY BY-PASS)

We invite everyone to come walk and help us bring awareness to the impact of Alzheimer's. We will meet under the pavilion and walk over to the John C. "Preacher" Poole Recreation Area to begin our walk.

This walk is in partnership with:



**COME WALK WITH US IN SUPPORT OF  
ALZHEIMER'S AWARENESS**





# TOWN OF ASHLAND CITY THRIVE 55+ CENTER COMMUNITY ROOM RENTAL AGREEMENT



The following policies and procedures are related to the use and rental of City facilities under the direction of the Thrive 55+ Center located at 104 Ruth Drive, Ashland City. This facility is for community use by the public and other City Departments and is not intended to be used for commercial business or "for profit" business ventures. The Community Room is reserved accepted as is. The Center will not guarantee any special services.

## RATES & AVAILABILITY:

### 1. Community Rental Fees:

- **\$25.00 per hour** for Ashland City Property Owners/Residents and Current Active Center Members. Proof of address and verification of membership is required.
- **\$30.00 per hour** for all other renters.

### 2. 501(c)(3) Nonprofit Organizations Rental Fees:

- 501(c)(3) Nonprofit Organizations registered as located within Cheatham County may rent the Community Room once a year at a 50% discount (**\$12.50 per hour**) for a charitable fundraising event. This does not include presentation dinners, socials, etc.
- 501(c)(3) Nonprofit Organizations residing within the city limits may rent the Community Room once a year for a refundable deposit only (**\$200**) for a charitable fundraising event. This does not include presentation dinners, socials, etc.
- Proof of current or applied for 501(c)(3) status will be required at the time the reservation is made.
- All other requirements and rental policies apply. Proof of liability insurance for an event must be provided.

3. An additional refundable cleaning/damage deposit of \$200.00 will be charged for all rentals. Deposit fee shall be returned within 30 days upon completion of event if there is no damage.
4. The deposit and rental fee shall be submitted at the time the reservation is made. Payment may be in the form of cash, or a check or money order made payable to The Town of Ashland City.
5. The renter will be charged an additional \$20.00 for a check returned for non-sufficient funds. Payment of the entire rental amount and the NSF charge by cash or money order must be made promptly, upon notification from the City Hall office, or the rental agreement will be considered terminated.
6. Reservations shall not exceed six (6) hours in length per day.
7. Reservations are made on a first come, first served basis with payment in full. We cannot hold the room per phone request or partial payment.
8. According to the fire code, the entire building is permitted to hold 140 people. The maximum room capacity for the main room is 70. Occupancy must be kept at that number or fewer.
9. Community Room use shall be restricted to the following hours:
  - Monday – Friday from 5:00 p.m. to 11:00 p.m.
  - Saturday from 12:00 p.m. to 11:00 p.m.
  - Sunday from 12:00 p.m. to 6:00 p.m.

## RESERVATION PROCEDURES

1. The rental includes the main room, bathroom (handicapped accessible), and kitchen ONLY.
2. Reservations require a minimum of 30 (thirty) days in advance of use.
3. All reservations must be confirmed by the participant at least 24 hours in advance of the event through the Center Director by calling the Thrive 55+ Center at 615-792-3629.
4. Please pick up a key for the building from the Center office (104 Ruth Drive) before 4:00p.m. on the business day before the rental.
5. The facility must be occupied or locked, if unoccupied, always during the rental period.
6. Rental fees will be returned if the reservation is cancelled by the renter with a notice of 7 (seven) days or more. In the event of a cancellation within 7 (seven) days, the fees, except for \$25.00, will be refunded.
7. All reservations must be made in person through the Center Director or Staff at 104 Ruth Drive, Ashland City during normal Center business hours of Monday – Friday 8:00 a.m. to 4:00 p.m. You may call 615-792-3629 to check availability.
8. A Rental Agreement shall be completed prior to confirming reservations. Oral or tentative agreements are not accepted.
9. Upon completion of the rental agreement and payment of the rental fee - the building is considered rented for the date on the form. Access to the building earlier than the day of the rental may result in additional charges, since the building may be rented to another group.
10. Any individual entering into this agreement must be 21 (twenty-one) years of age and be prepared to present a valid driver's license as proof.
11. In the event the community room is not available due to an act of God or other casualty, the rental charge and any deposit shall be refunded in full. The Center shall not be responsible for the unavailability of the premises due to an act of God or other casualty. Renter's sole and exclusive remedy shall be a return of the rental charge and security deposit.
12. The right to use the premises is not transferable.
13. Tables and chairs shall be furnished by the Center to adequately seat the number of persons stated in the Rental Agreement.
14. Renter must supply cups, linens, plates, flatware, etc., and is responsible for food, drinks, snacks, decorations, etc. Tablecloths are required for all tables used. Table sizes can be provided by Center staff. No red or orange drinks are allowed because of the possibility of stains on the flooring. Dishes or silverware belonging to the center are not for use by the renter.
15. The building is a government building and must be treated as such; therefore, **tobacco products are only allowed 50 feet from the building and alcoholic beverages are not allowed on the premises, including grounds and parking lot.**
16. **Absolutely** no candles or open flames are allowed per the Fire Marshall.
17. Decorations may only be hung on walls or ceilings using clear or painter's tape only that will not damage the wall or ceiling finish. Absolutely no nails, tacks, glue, putty are permitted. The use of confetti, bird seed or any other like materials is not permitted. The renter is required to remove and properly dispose of all decorations.

18. All parking should be confined to the designated parking lot for the Center property. The grass areas around the parking lot may be used for overflow parking. Return of the cleaning/damage deposit may be reduced or forfeited if vehicles cause damage to grounds. No parking is allowed on the street or on neighboring properties. The City and the Center assume no liability or responsibility whatsoever for inadequate parking for event participants or damages to any vehicles or contents thereof.
19. Since the Center is in a residential neighborhood, it is the renter's responsibility to keep the noise level at an acceptable volume which includes controlling such things as music, speakers, boisterous participants, etc. so as not to be disruptive to the neighborhood. Failure to control may result in closing of event in addition to any criminal charges that may result.
20. Outside signs may be displayed the day of the rental and removed the same day. Signs must meet the Town of Ashland City's Sign Ordinance which can be found on the City's website at ashlandcitytn.gov.
21. The building is air-conditioned/heated; therefore, windows are not permitted to be opened. The front and back doors are not to be propped open at any time.
22. The Thrive 55+ staff, as well as Ashland City Police and Fire Departments reserve the right to visit during the rental time to check compliance with this agreement.
23. The Renter agrees to comply with all laws of the state of Tennessee and the United States of America, and the Renter agrees not to use or occupy the premises for unlawful purposes or permit others to use the premises for unlawful purposes, and will conform to and abide by all laws and regulations of any governmental body or agency, and the rules and regulations of the Center regarding said premises or the use thereof.
24. After the Center Director inspects the building, the office will process the cleaning deposit refund. Any cleaning by the Center Staff will diminish or cancel the refund. **Return of the refund may take between thirty to sixty days.**

## Liability:

Neither The Town of Ashland City nor the Thrive 55+ Center's liability insurance will protect either the Renter or the Renter's guests, employees, agents, or caterers from claims arising out of the Renter's use of the rented premises. Renter is strongly advised to consult with Renter's legal counsel and insurance agent to determine both liability exposure and insurance protection available to Renter when hosting the event for which the premises are being rented.

A current certificate of liability insurance policy in the amount of \$1,000,000.00 (one million dollars) is required for an event. The certificate must be presented at least 7 days prior to the day of the event. This requirement does not apply to non-profit organization meetings.



**RENTAL AGREEMENT FOR THE THRIVE 55+ CENTER ASHLAND CITY**

RENTAL DATE: \_\_\_\_\_

RENTAL TIMES: \_\_\_\_\_  
(i.e. 5:00pm – 11:00pm – so we can arrange cleaning)

PURPOSE OF RENTAL: \_\_\_\_\_

RENTER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

The Renter assumes all risk of loss or damage to personal and Town of Ashland City property caused by the renter and/or individuals in attendance. The Renter agrees to return the property to the condition in which it was received from the Town of Ashland City. The Renter will pay all attorney fees generated in the collection of damages. The Renter and/or Individuals attending also waive liability for injury occurring at the place of rental.

The Renter, in consideration of this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby stipulated, does hereby agree to indemnify and hold the City, its council, employees, officers, and the Thrive 55+ Center, Inc., its officers and members, free and harmless of any and all demands, causes of action or any other claims whatsoever for damage to property, or injury or death to persons, arising out of, or connected with, the rental and use of the premises by the Renter and all persons attending the event.

The Renter hereby further agrees to indemnify and hold the City harmless for any third-party claims that may be filed due to the Renters use of the premises. Renter shall be totally liable for any and all expenses including attorney fees that the City may incur due to a third-party claim.

The Renter shall be responsible for all attendees at the facility and shall maintain a civil function at the facility. Renter is responsible for ensuring that there is no violence, shrewd or disruptive behavior, or any offensive behavior by their invitees. In the event of such behavior, the City may shut down the use of the facility sooner than the time period as set out in the rental agreement with the Renter waiving any refund of monies paid.

**I have read the rental agreement and agree to abide by its conditions.**

**CONTACT (Print Name):** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PLEASE COMPLETE FORM AND SUBMIT TO:  
THRIVE 55+ ASHLAND CITY  
104 RUTH DRIVE  
ASHLAND CITY, TN 37015**

FOR OFFICE USE ONLY

RENTAL FEE: \$ \_\_\_\_\_ DEPOSIT FEE: \$ \_\_\_\_\_ DATE PAID: \_\_\_\_\_

Refund Paid \$ \_\_\_\_\_ CLAIM SUBMITTED Date: \_\_\_\_\_

Signature

Date



## **CHECK LIST FOR RENTERS OF THE THRIVE 55+ ASHLAND CITY CENTER**

- \_\_\_ Remove all decorations and tape.
- \_\_\_ Leave 30 chairs out and place them against the side walls. Put the remaining chairs away on the chair racks. Please see instructions on the inside of the closet door for the correct way to place the chairs on the rack.
- \_\_\_ Clean and take down all tables and return them to their designated storage racks inside the closet.
- \_\_\_ Use the dust mop or broom on the main room to remove any debris. These items are located in the laundry room.
- \_\_\_ Contain all trash (from kitchen, main room, and restrooms) in the trash bags provided and place in dumpster at the back of the building. Trash should not be left in the building. Additional bags will be the responsibility of the renter.
- \_\_\_ Make sure all lights and fans are turned off (including restroom).
- \_\_\_ All outside doors must be checked to ensure they are secure – exterior doors must be locked.
- \_\_\_ The thermostat should be set at 68 for the heat setting or 72 for the cool setting.
- \_\_\_ Kitchen floor swept (if used).
- \_\_\_ Kitchen counters/stove wiped down (if used).
- \_\_\_ Refrigerator should be cleared of food and any spills wiped up (if used).

**LEAVE THIS FORM “CHECKED OFF” FOR CENTER STAFF ON THE KITCHEN COUNTER.**

**FOR REFUND OF THE CLEANING DEPOSIT:** The building must be left in the manner received.

**THANK YOU!**

RESOLUTION 2024 –

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO APPROVE CONTRACT’S FOR ENTERTAINMENT FOR SUMMERFEST AS WELL AS ANY BOOTH RENTAL AGREEMENTS

WHEREAS, the Parks department has an event every year known as “Summerfest” which occurs in the Summer at Riverbluff park; and

WHEREAS, the Director of the Parks Department negotiates contracts with different musicians, entertainers, as well as different companies and organizations for booth rentals; and

WHEREAS, the contracts are typically under the \$2,500.00 amount and therefore under the purchasing policy do not require competitive bidding;and

WHEREAS, numerous contracts are entered into during a fiscal year with musicians and entertainers as well as different companies and organizations and for efficiency of time the Board finds that it is appropriate to approve all contracts for the fiscal year as long as the contracts are approved by the City Attorney and are in compliance with the City’s purchasing policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Mayor is authorized to sign all contracts with musicians and entertainers as well as different companies and organizations throughout the fiscal year as long as the contracts are approved by the City Attorney and are in compliance with the purchasing policy.

We, the City Council, meeting in Regular Session on this the 14th day of May, 2024 move for the adoption of the Resolution as set out above.

Voting in Favor \_\_\_\_\_

Voting Against \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor

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

**AMENDMENT NUMBER 004 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 004 dated April 26, 2024 to the agreement between Town of Ashland City ("Client" or "Town") and Kimley-Horn and Associates, Inc. ("Consultant") dated August 31, 2020 ("the Agreement") concerning Cumberland River Bicentennial Trail Extension (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

TOWN OF ASHLAND CITY

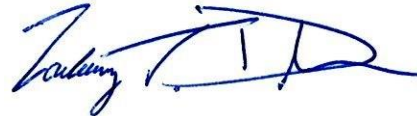
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: Zachary J. Dufour, P.E.

Title: Vice President

Date: April 26, 2024



Consultant shall perform the following Additional Services as pertaining to PIN 130039.00:

**Task 9 – Construction Engineering Inspection Services**

Kimley-Horn, together with our Subconsultant – Ragan Smith and Associates, Inc. (RSA) – will provide Construction Engineering and Inspection (CEI) services for the Client in accordance with Appendix C, Roadway and Bridge Field Construction Procedures, in the TDOT “Local Government Guideline for the Management of Federal and State Funded Transportation Projects.” Kimley-Horn, via our Subconsultant, will provide the appropriate field and office staff required to assist the Client in compliance with the guidelines for Locally Managed Projects as outlined in the sub-tasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a two hundred forty (240) calendar day duration. Furthermore, Kimley-Horn anticipates that one (1) inspector in the field will be sufficient for this construction project.

**Task 9.1 – Pre-Construction and Pre-Erosion Conference**

Kimley-Horn will prepare for and conduct one (1) Pre-Construction and Pre-Erosion Conference at a time and location determined by the Client and TDOT. Kimley-Horn will respond in writing to issues that arise at the meeting. Kimley-Horn will prepare and distribute meeting minutes.

**Task 9.2 – Construction Progress Meetings**

Kimley-Horn will coordinate with the Contractor to schedule monthly construction progress meetings. This sub-task will consist of scheduling the meeting, preparing the meeting agenda, attending and producing meeting minutes for up to eight (8) monthly progress meetings.

**Task 9.3 – Provide Utility Coordination**

Kimley-Horn will provide project utility coordination and will coordinate individually and as a whole with the multiple utility companies identified in the construction documents as owning facilities within the project limits. Kimley-Horn will invite each utility company to attend the monthly progress meetings. Kimley-Horn will coordinate with the identified utility meeting participants to keep them informed of the construction schedule and when work is expected to begin in and around their utilities. Kimley-Horn is not responsible for the timeliness, correctness, or adequacy of the work performed by the various utility contractors, and shall not be held liable for damages or delays resulting from the Contractor’s work or lack thereof. The sole purpose of Kimley-Horn’s role with respect to utilities as related to this project is the coordination of continued progress of the project as a whole and to attempt to coordinate construction work that may interfere with utilities.

**Task 9.4 – Supplemental Agreements / Construction Change Orders**

Kimley-Horn will notify the Client of the necessity for any Supplemental Agreements / Construction Changes up to a maximum of three (3) change orders. Kimley-Horn will negotiate prices for additional pay items with the contractor while adhering to the “TDOT Average Unit Price” listing when possible and coordinate acceptance of prices with the Client. Kimley-Horn will prepare the Supplemental Agreement / Construction Change and submit to the Client for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by TDOT. Kimley-Horn will review any Value Engineering Change Proposals and prepare recommendations for the Client.

#### **Task 9.5 – Shop Drawings and Submittals**

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, up to a maximum of ten (10) Shop Drawings and Submittals, but only for conformance with the Contract Documents. In addition to these ten (10) shop drawings that we will review. We will review these drawings for conformance with the contract documents and also check structural calculations and design for conformance with current codes. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

#### **Task 9.6 – Quality Assurance, Testing for Acceptance, and Training**

Kimley-Horn will provide certified and trained personnel for field and plant testing and inspection. Kimley-Horn will monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications and document testing on standard forms normally used by TDOT. Kimley-Horn will monitor documentation of testing by the Contractor. Field testing consists of ACI tests for concrete consisting of concrete plant, nuclear density testing of subgrade and earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the TDOT sampling and testing schedule. Kimley-Horn (via our CEI Subconsultant) will provide source or plant testing according to TDOT Standard Specification 106.05 to consist of asphalt plant inspection (if these materials are proposed in the Plans). Kimley-Horn will provide miscellaneous checking of application rates and dimensions and bearings to review conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on TDOT standard forms and receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by Kimley-Horn for conformity to the Specifications. A Final Materials and Tests Certification will be provided in the Final Records submitted to the Client.

#### **Task 9.7 – Progress Payments**

Kimley-Horn will collect and assemble quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements / Construction Changes, or from Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Recommended pay quantities will be submitted to the Client for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Copies of approved subcontracts as well as copies of actual DBE Subcontractor's contracts will be on file prior to the first Progress Payment.

#### **Task 9.8 – Distribution of Correspondence**

Kimley-Horn will submit to the Client a copy of the correspondence between Kimley-Horn, the Client, the Contractor, Subcontractors, and TDOT concerning matters related to the project. Kimley-Horn will maintain an office file copy for submission with the project Final Records.

#### **Task 9.9 – Observation of Work**

Kimley-Horn will provide construction observation services to determine if the work is in general conformance with the Plans and Specifications for items that are being incorporated into the project. Kimley-Horn will observe, measure, and record the quantities for payment. Kimley-Horn will record field measurements in project records for review by the Client, TDOT, or auditors. The records will be recorded on a standard form (field book) as normally used by TDOT and/or on field inspection forms to be submitted to the Client. Kimley-Horn will check traffic control daily, and additionally as required or requested, and will notify the Contractor of deficiencies or problems observed. Kimley-Horn will document weekly project traffic control on forms normally used by TDOT and distribute as required. Our team will observe daily erosion control items for conformance to the plans as well as effectiveness in the field and will notify the Contractor of deficiencies. Kimley-Horn will prepare to justify pay quantities in the case of questions by the

Contractor or TDOT. Kimley-Horn will maintain a daily diary, signed by the field representative, consisting of:

- A record of the Contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or subcontractor
- Orders given the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment

Each field technician will be certified in the applicable TDOT certification workshops listed below:

- Asphalt Roadway Paving Inspector
- Asphalt Concrete Certified Plant Technician
- Class 1 Concrete Technician
- Soils and Aggregate Technician
- Nuclear Gauge Training

This scope does not consist of inspection at the manufacturing plant during the fabrication of the pedestrian bridge. TDOT has previously approved municipalities to agree to accept the manufacturers Quality Control process and their certifications as to testing and inspection. This scope assumes that TDOT will approve this method and that no on-site inspections will be necessary during the fabrication of the bridge. Should onsite inspections be required by TDOT during the fabrication of the bridge, it will be deemed an additional service.

#### **Task 9.10 – Contractor Payrolls, Employee Interviews & Contract Compliance**

Kimley-Horn will receive and check the Contractor's payrolls for conformance to federal wage rates as defined in the contract. Late payroll information (two weeks late) is understood by Kimley-Horn to be appropriate justification to withhold progress payment. Kimley-Horn will notify the Prime Contractor of late payrolls and request immediate submission. Kimley-Horn will notify the Client prior to making a recommendation for withholding payments. Kimley-Horn will conduct Contractor employee interviews on the forms normally used by TDOT and compare to the submitted payrolls for accuracy. Kimley-Horn will notify the Prime Contractor of inaccuracies and seek to resolve discrepancies. Kimley-Horn will adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

#### **Task 9.11 – Reports**

Reports and documents as required by TDOT guidelines will be generated by Kimley-Horn in the process of contract administration. Kimley-Horn will maintain either electronic or paper copies of project documentation in compliance with the TDOT Standard Operating Procedures.

#### **Task 9.12 – Final Records**

Kimley-Horn will submit a compilation of project records in TDOT standard format to the Client after project completion. Kimley-Horn will make one set of corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Kimley-Horn will submit final forms (FHWA-47, CC3, etc.) with the final records.

Task 9 Kimley-Horn Deliverables:

Pre-Construction Conference Meeting Minutes (PDF format)  
Construction Progress Meeting Minutes (PDF format)  
Shop Drawing / Submittal Review Correspondence (PDF format)  
CEI Documentation consistent with TDOT Procedures

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

Kimley-Horn will begin Task 9 as soon as this task order has been fully executed and the City and TDOT have concurred with the award of the contract. Our services will follow the schedule of the contractor and are based on the two hundred forty (240) calendar day construction schedule outlined in the construction contract documents. Additional construction time beyond the two hundred forty calendar day schedule will be considered an additional service and billed at our current hourly rates.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

KHA will perform the services described in Task 9 for the total lump sum fee below:

*Task 9 – Construction Engineering Inspection (CEI)* *\$320,000*

The lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

LOAN RESOLUTION  
(Public Bodies)

A RESOLUTION OF THE Town Council

OF THE TOWN OF ASHLAND CITY

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

New City Hall

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the

TOWN OF ASHLAND CITY

*(Public Body)*

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

4,460,000.00

pursuant to the provisions of

Laws of the State of Tennessee

; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
  - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
  - (b) Repairing or replacing short-lived assets.
  - (c) Making extensions or improvements to the facility.Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ \_\_\_\_\_ 0 \_\_\_\_\_

under the terms offered by the Government; that the Mayor \_\_\_\_\_  
and City Recorder \_\_\_\_\_ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was:                                      Yeas \_\_\_\_\_      Nays \_\_\_\_\_      Absent \_\_\_\_\_ .

IN WITNESS WHEREOF, the Town Council \_\_\_\_\_ of the  
Town of Ashland City \_\_\_\_\_ has duly adopted this resolution and caused it  
to be executed by the officers below in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ .

(SEAL)

By Jeffery Smith \_\_\_\_\_

Attest: \_\_\_\_\_

Title Mayor \_\_\_\_\_

\_\_\_\_\_   
Gayle Bowman

City Recorder

**CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as \_\_\_\_\_ of the ASHLAND CITY TOWN OF \_\_\_\_\_  
 hereby certify that the Town Council \_\_\_\_\_ of such Association is composed of  
 \_\_\_\_\_ members, of whom \_\_\_\_\_, constituting a quorum, were present at a meeting thereof duly called and  
 held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and that the foregoing resolution was adopted at such meeting  
 by the vote shown above. I further certify that as of \_\_\_\_\_, the date of closing of the loan from the Government, said resolution  
 remains in effect and has not been rescinded or amended in any way.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Title Kellie Reed  
 \_\_\_\_\_  
 City Recorder