

# TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting September 13, 2022 6:00 PM Agenda

Mayor: JT Smith

Vice Mayor: Gerald Greer

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

### **CALL TO ORDER**

**ROLL CALL** 

**PLEDGE AND PRAYER** 

APPROVAL OF AGENDA

**APPROVAL OF MINUTES** 

1. August 9, 2022 City Council Meeting Minutes

Swear in Judge

**PUBLIC FORUM** 

**REPORTS** 

#### **OLD BUSINESS**

- 2. Full Time Mayor Discussion
- 3. Caldwell Nature Park Discussion
- 4. Ordinance: Amend Title 9 Chapter 2- Peddlers

### **NEW BUSINESS**

- 5. Ordinance: Modify Title 7, Chapter 6 Fireworks
- 6. Memorial Dedications Discussion
- 7. Gun Range for PD
- 8. Discussion on 510 Gloria Circle
- 9. Skyview Drive Discussion
- 10. Planning and Future Growth Committee Discussion
- 11. CCCHS Football Bon Fire Donation
- 12. Panasonic FZ-55 Contract
- 13. Industrial Sewer Contract
- 14. Cheatham County Library Agreement
- 15. Benefits Inc Hold Harmless Agreement
- 16. Resolution: Hazard Mitigation Grant Program
- 17. Proclamation Request

### **SURPLUS PROPERTY NOMINATIONS**

**EXPENDITURE REQUESTS** 

**OTHER** 

OURNMENT

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



# TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting August 09, 2022 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 Gera

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

### PLEDGE AND PRAYER

Councilman Adkins led the Pledge of Allegiance of the United States of America and the prayer. **Public Hearing** 

None.

### APPROVAL OF AGENDA

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

### **APPROVAL OF MINUTES**

July 12, 2022 City Council Meeting Minutes
 A motion was made by Vice Mayor Greer, seconded by Councilman Young, to approve the July
 12, 2022 City Council Meeting Minutes. All approved by voice vote.

### **PUBLIC FORUM**

**Jerome Terrell** - Mr. Terrell gave an update on the status of projects with the Economic and Community Development board. He presented the council with a handout and stated he would be happy to answer any questions.

### **REPORTS**

2. City Attorney

Ms. Noe stated that there had been a ruling on the Hidden Lakes trial and gave a summary of the ruling to the Council.

### **OLD BUSINESS**

3. Ordinance: Rezone Parcel 055C U 009 00

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 009.00 OF CHEATHAM COUNTY TAX MAP 055C, GROUP U, LOCATED ON HIGHWAY 12 SOUTH Mr. Nicholson stated that this is for a second and final reading. He stated it is rezoning this parcel from R2 to R4PUD.

4. Ordinance: Rezone Parcel 049O A 019 03

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 019.03 OF CHEATHAM COUNTY TAX MAP 0490, GROUP A, LOCATED ON HIGHWAY 12 SOUTH Mr. Nicholson stated that this is for a

second and final reading. He stated it is rezoning this parcel from R3 to C2. A motion was m

ITEM # 1.

by Councilman Young, Seconded by Vice Mayor Greer, to approve the rezone. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

5. Ordinance: Pole Signs

AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING ORDINANCE #501 SECTION 20-105.1(c)(3) AND SECTION 20-105.1 (d)(1): POLE OR GROUND SIGNS Mr. Nicholson stated that this is for a second and final reading. He stated that this is to eliminate 20ft to 10ft for pole and ground signs. A motion was made by Councilman Kerrigan, Seconded by Councilman Smith, to approve the amendment. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

6. Ordinance: Amending Title 3: Municipal Court

AN ORDINANCE MODIFYING TITLE 3, MUNICIPAL COURT FOR THE TOWN OF ASHLAND CITY, TENNESSEE Ms. Noe stated that this is for second and final reading. A motion was made by Councilman Smith, Seconded by Councilman Kerrigan, to approve the amendment. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

7. Ordinance: Amend Title 9 Chapter 2- Peddlers

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND THE MUNICIPAL CODE DELETING TITLE 9, CHAPTER 2: PEDDLERS IN ITS ENTIRETY AND AMENDED Ms. Noe stated that this is a first reading. She stated that the old code was out of date and the council asked for something in its place. Ms. Noe stated that this one is a little more up to date and provides more information about the applicants if there is an issue. A motion was made by Councilman Young, Seconded by Councilman Kerrigan, to approve the amendment. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

### **NEW BUSINESS**

8. Planning Services Agreement

Mr. Nicholson stated that this is to renew the agreement with the City Planner. A motion was made by Councilman Smith, Seconded by Vice Mayor Greer, to approve the agreement. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

9. Cumberland Connect Agreement

Ms. Martin stated that this is an agreement to switch our current internet services from Charter to Cumberland Connect. She stated that we currently pay around \$1130.00 a month and this would cost around \$860.00 a month. A motion was made by Vice Mayor Greer, Seconded by Councilman Young, to approve the agreement. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

10. Resolution: Surplus Property

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ESTABLISH A POLICY FOR THE SALE AND DISPOSAL OF PROPERTY DETERMINED TO BE SURPLUS TO THE CITY'S NEEDS Ms. Noe stated that our Charter refers to a surplus policy and this is to establish one. She stated that this is a draft and the council can change it as they see fit. Ms. Noe stated that Chief Ray addressed a few issues with one being Section 7 since the Police Department trades in weapons for credit to purchase other weapons and ammunition with arms dealers. She stated the other issue was in Section 8 because employees can bid on surplus items through GovDeals since all bidders are anonymous and treated fairly. A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the surplus policy deleting section 8 and adding trade for the police department in section 7. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

11. Resolution: Updating Policies and Procedures - Section II, Applications
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING
SECTION II: APPLICATIONS OF THE PERSONNEL POLICIES AND PROCEDURE MANUAL

GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY Ms. Black stated that this was to update the employee manual so that applicants could drop their applications off at City Hall instead of Workforce Essentials. A motion was made by Vice Mayor Greer, Seconded by Councilman Smith, to approve the policy update. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

#### **SURPLUS PROPERTY NOMINATIONS**

12. Transport Van

Councilman Thompson asked if what they just passed made it easier to surplus the van to another county. Ms. Noe stated yes. Deputy Chief Matlock stated that they will pay us exactly what we paid. A motion was made by Councilman Young, Seconded by Councilman Smith, to approve the item for surplus for the exact amount that the city paid. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

### 13. Police Interceptor

Chief Ray stated that this is to surplus one of the older interceptors on GovDeals. A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the item for surplus. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

#### **EXPENDITURE REQUESTS**

None.

### **OTHER**

- 14. Resolution: Updating Policies and Procedures Section IX, Misc. Policies A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION IX: MISCELLANEOUS POLICIES OF THE PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY ESTABLISHING A FRAGRANCE-FREE WORKPLACE POLICY Ms. Black stated that this to establish a fragrance-free workplace policy. Councilman Greer stated that this is something that can be solved without a policy. Councilman Greer stated he would like something in the employee manual. Ms. Black stated that she would write up something generic and bring it back before the council. No movement was made, and the resolution failed.
- 15. Resolution: BCBS Healthy Places

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN BLUECROSS HEALTHY PLACE PROJECTS GRANT FUNDING PROGRAM Ms. Martin stated that this was to authorize participation in the grant. A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to authorize participation. Voting Yea: Mayor Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Smith, Councilman Thompson, Councilman Young.

Councilman Thompson asked about the FT Mayor discussion. Ms. Noe stated that would be a charter change and it would have to go before the Legislature. She stated that she spoke with Gary Jaeckel at MTAS and he stated that cities our size do not need full time mayors. Ms. Noe stated that we don't want someone to fill that position just for the salary and benefits. She stated that you could hire a City Administrator but it would also require a charter change. Ms. Noe stated that a City Administrator would run the day to day and the part time mayor position would be ceremonial. Councilman Greer stated that with the mayor you can require they are a resident. Ms. Noe stated that you could require that for a City Administrator as well. Councilman Thompson asked for the discussion to be added to the next meeting.

Councilman Adkins stated that there will be a discussion regarding Rocketown at September's Workshop meeting.

Councilman Thompson asked about the Fireworks at Gateway. Ms. Noe stated that it would have to be a changed by ordinance to allow it and there is not enough time to do that. Councilman Thompson asked that someone call and explain that.

ADJOURNMENT	
A motion was made by Councilman Kerrig	an, Seconded by Vice Mayor Greer, to adjourn the meeting.
All approved by voice vote and the meetin	g adjourned at 6:55 p.m.
<del></del>	·
MAYOR SMITH	CITY RECORDER ALICIA MARTIN, CMFO

### **ORDINANCE** #

# AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND THE MUNICIPAL CODE DELETING TITLE 9, CHAPTER 2: PEDDLERS IN ITS ENTIRETY AND AMENDED

WHEREAS, the Mayor and City Council have determined that the chapter has become outdated; and

**WHEREAS,** it is the Town of Ashland City Mayor and City Council's specific intention to delete this chapter it in its entirety and amended.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 9, Chapter 2: Peddlers be deleted in its entirety and amended as follows:

### **CHAPTER 2**

### PEDDLERS, SOLICITORS, ETC.

- 9-201. Definitions
- 9-202. Exemptions.
- 9-203. Permit required
- 9-204. Permit procedures
- 9-205. Restrictions on peddlers, street barkers, and solicitors
- 9-206. Restrictions on transient vendors
- 9-207. Display of permit
- 9-208. Suspension or revocation of permit
- 9-209. Expiration and renewal of permit
- 9-210. Violation and penalty
- 9-201. Definitions. Unless otherwise expressly stated, whenever used in this chapter, the following words shall have the meaning given to them in this section:
- (1) "Peddler" means any person, firm, or corporation, either a resident or a nonresident of the town, who has no permanent regular place of business and who goes from dwelling to dwelling, business to business, place to place, or from street to street, carrying or transporting goods, wares or merchandise and offering or exposing the same for sale.
- (2) "Solicitor" means any person, firm or corporation who goes from dwelling to dwelling, business to business, place to place, or from street to street, taking or attempting to take orders for any goods, wares or merchandise, or personal property of any nature for future delivery or delivery of product at the time.
- (3) "Solicitor for charitable or religious purposes" means any person, firm, corporation, or organization who or which solicits contributions from the public on the streets of the town for any charitable or religious organization. No organization shall qualify as a "charitable" or "religious" organization unless the organization meets one of the following conditions: (1) Has a current exemption certificate from the Internal Revenue Service issued under section 501(c)(3) of the Internal Revenue

Service Code of 1954, as amended. (2) Is a member of United Way, Community Chest, or similar "umbrella" organizations for charitable or religious organizations. (3) Has been in continued existence as a charitable or religious organization for a period of two (2) years prior to the date of its application for registration under this chapter. (4) Is associated with a school located in Cheatham County. (5) Is a recognized non-profit community group, including, but not limited to athletic leagues, community service organizations/clubs and volunteer fire departments.

- (4) "Solicitor for subscriptions" means any person who solicits subscriptions from the public, either on the streets of the town, or from door to door, business to business, place to place, or from street to street, and who offers for sale subscriptions to magazines or other materials protected by provisions of the Constitution of the United States.
- (5) "Transient vendor" means any person who brings into temporary premises and exhibits stocks of merchandise to the public for the purpose of selling or offering to sell the merchandise to the public. Transient vendor does not include any person selling goods by sample, brochure, or sales catalog for future delivery; or to sales resulting from the prior invitation to the seller by the owner or occupant of a residence. For purposes of this definition, "merchandise" means any consumer item that is or is represented to be new or not previously owned by a consumer, and "temporary premises" means any public or quasi-public place including a hotel, rooming house, storeroom, building or part of a building, tent, vacant lot, railroad car, or motor vehicle which is temporarily occupied for the purpose of exhibiting stocks or merchandise to the public. Premises are not temporary if the same person has conducted business at those premises for more than eleven (11) consecutive months or has occupied the premises as his or her permanent residence for more than eleven (11) consecutive months. For the purpose of this definition "yard sale or garage sale" means a sale of used pre-owned household goods on private property for no more than four (4) consecutive days consisting of Thursday, Friday, Saturday, and Sunday, and no more than ten (10) days in a calendar year. "Yard sale or garage sale" is not considered to be a transient vendor.
- (6) "Street barker" means any peddler who does business during recognized festival or parade days in the town and who limits his business to selling or offering to sell novelty items and similar goods in the area of the festival or parade.
- 9-202. Exemptions. The terms of this chapter shall neither apply to persons selling at wholesale to dealers, nor to newsboys, nor to bona fide merchants who merely delivery goods in the regular course of business.
- 9-203. Permit required. No person, firm or corporation shall operate a business as a peddler, transient vendor, solicitor, or street barker, and no solicitor for charitable or religious purposes on the streets of the town or solicitor for subscriptions shall solicit within the town unless the same has obtained a permit from the town in accordance with the provisions of this chapter.
- 9-204. Permit procedures. (1) Application form. A sworn application containing the following information shall be completed and filed with the city recorder by each applicant for a permit as a peddler, transient vendor, solicitor, or street barker and by each applicant for a permit as a solicitor for charitable or religious purposes or as a solicitor for subscriptions:
- (1) The complete name and permanent address of the business or organization the applicant represents.
  - (2) A brief description of the type of business and the goods to be sold.
  - (3) Location of operation, if applicable.
  - (4) The dates for which the applicant intends to do business or make solicitations.
- (5) The names and permanent addresses of each person who will make sales or solicitations within the town.

- (6) The make, model, complete description, and license tag number and state of issue, of each vehicle to be used to make sales or solicitations, whether or not such vehicle is owned individually by the person making sales or solicitations, by the business or organization itself, or rented or borrowed from another business or person.
  - (7) Tennessee State sales tax number, if applicable.
  - (8) A copy of the applicant's driver's license.
- (2) Permit fee. Each applicant for a permit as a peddler, transient vendor, solicitor, street barker, or solicitor for subscriptions shall submit with his application a non-refundable fee of twenty-five dollars (\$25.00). Each applicant for a permit as a solicitor for charitable or religious purposes shall submit with his application a non-refundable fee of ten dollars (\$10.00).
- (3) Permit issued. Upon the completion of the application form and the payment of the permit fee, the recorder shall issue a permit on a form approved by the mayor to the applicant.
- (4) Submission of application form to chief of police. Immediately after the applicant obtains a permit from the city recorder, the city recorder shall submit to the chief of police a copy of the application form and the permit.
- 9-205. Restrictions on peddlers, street barkers and solicitors. No peddler, street barker, solicitor, solicitor for charitable purposes, or solicitor for subscriptions shall:
  - (1) Be permitted to set up and operate a booth or stand on any street or sidewalk within the town.
- (2) Stand or sit in or near the entrance to any dwelling or place of business, or in any other place which may disrupt or impede pedestrian or vehicular traffic.
- (3) Offer to sell goods or services or solicit in vehicular traffic lanes, or operate a "roadblock" of any kind, except for solicitors for charitable or religious purposes as provided for herein.
- (4) Call attention to his business or merchandise or to his solicitation efforts by crying out, by blowing a horn, by ringing a bell, or creating other noise, except that the street barker shall be allowed to cry out to call attention to his business or merchandise during recognized parade or festival days of the town.
- (5) Enter in or upon any premises or attempt to enter in or upon any premises wherein a sign or placard bearing the notice "Peddlers or Solicitors Prohibited," or similar language carrying the same meaning, is located.
  - 9-206. Restrictions on transient vendors.
- (1) A transient vendor shall not advertise, represent, or hold forth the sale of merchandise as defined in § 9-101(5), as an insurance, bankrupt, insolvent, assignee, trustee, estate, executor, administrator, receiver's manufacturer's wholesale, canceled order, or misfit sale, or closing-out sale, or a sale of any goods damaged by smoke, fire, water or otherwise, unless such advertisement, representation or holding forth is actually of the character it is advertised, represented or held forth.
- (2) Renewal of permits for transient vendors shall not exceed eleven (11) within a calendar year permit for a period of three (3) years.
- 9-207. Display of permit. Every applicant shall maintain either an original or copy of the permit on their possession.
  - 9-208. Suspension or revocation of permit.
- (1) Suspension by the recorder. The permit issued to any person or organization under this chapter may be suspended by the city recorder for any of the following causes: (1) Any false statement, material omission, or untrue or misleading information which is contained in or left out of the application; or (2) Any violation of this chapter.
- (2) Revocation by the Mayor and city council. The permit issued to any person or organization under this chapter may be revoked by the board of mayor and aldermen, after notice and hearing, for the same causes set out in subsection (1) above. Notice of the hearing for revocation of a permit shall be

given by the city recorder in writing, setting forth specifically the grounds of complaint and the time and place of the hearing. Such notice shall be mailed to the permit holder at his last known address at least five (5) days prior to the date set for hearing, or it shall be delivered by a police officer in the same manner as a summons at least three (3) days prior to the date set for hearing.

9-209. Expiration and renewal of permit. The permit of peddlers, solicitors, transient vendors, and solicitors for subscriptions shall not exceed thirty (30) days. The permit of street barkers shall be for a period corresponding to the dates of the recognized parade or festival days of the chapter. The permit of solicitors for religious or charitable purposes shall expire on the date provided in the street solicitation permit. Renewal of permits for transient vendors shall not exceed six (6) within a calendar year and permits for street solicitation shall not be issued more than once every six (6) months to each club, charity, religious organization, etc.

9-210. Violation and penalty. In addition to any other action the town may take against a permit holder in violation of this chapter, such violation shall be punishable by a penalty of up to fifty dollars (\$50.00) for each offense. Each day a violation occurs shall constitute a separate offense.

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

1st reading	
Public hearing	
2nd reading	
Mayor JT Smith	City Recorder Alicia Martin, CMFO

An Ordinance modifying Title 7, Chapter 6 Fireworks for the Town of Ashland City, Tennessee.

WHEREAS, the Town has determined that for the public safety of its citizens and to protect property that it is in the Town's best interest to modify Title 7, Chapter 6.

WHEREAS, as such the Council is amending Title 7, Section 6 Fireworks in its entirety and replacing it as set out below.

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee that Title 7, Chapter 6 shall be amended as follows:

### **FIREWORKS**

- 7.1 Retail sale of fireworks
- 7.2 Use of fireworks within the city limits
- 7.1. Retail sale of fireworks there shall be no retail sale of fireworks inside the city limits.
- 7.2 There shall be no use of fireworks within the city limits with the exception of an event by a profit or non-profit organization in the Town of Ashland City. The organization is required to apply for a permit 30 days prior to the event. A fee of \$25.00 shall accompany the permit. Charitable, religious, government, and 501c organizations are exempt from the fee.

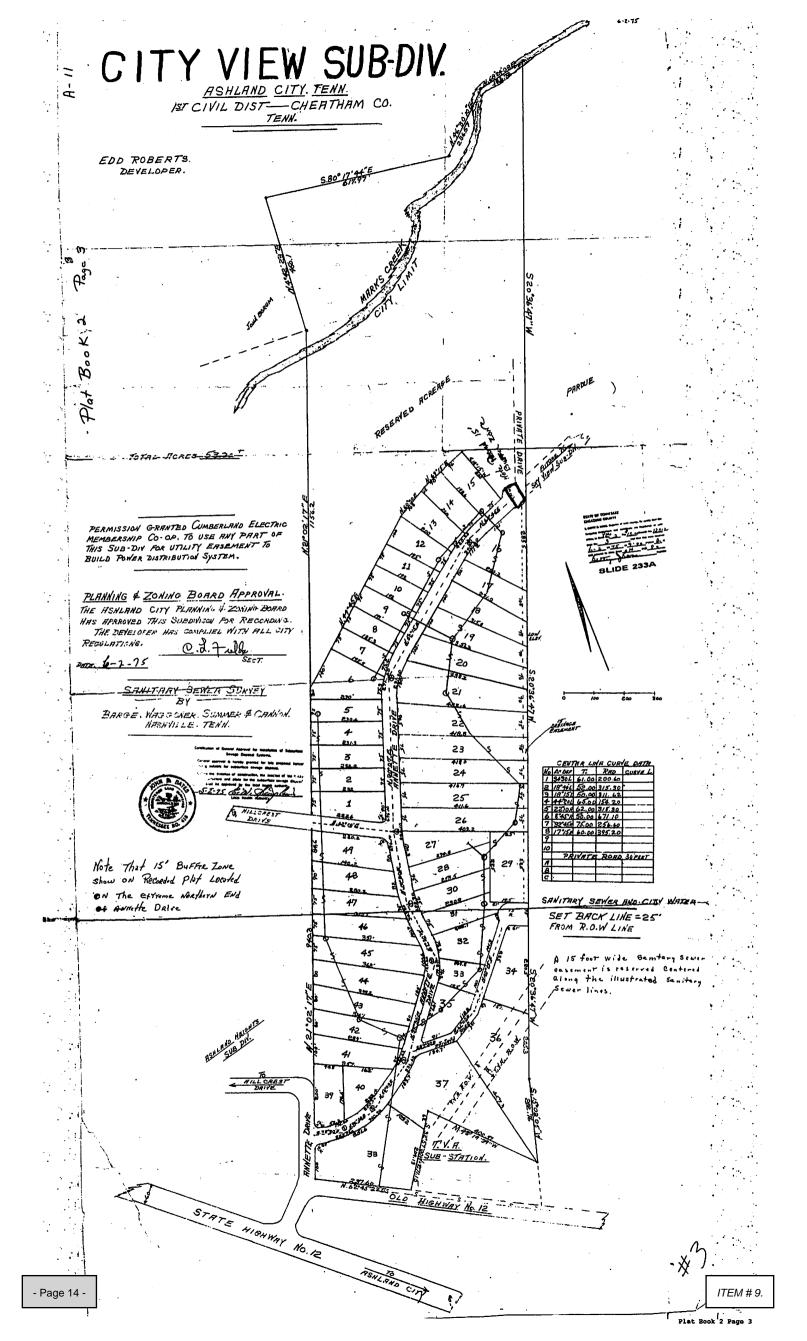
Date of effect. This ordinance shall take effect from and after it's final passage, the public welfare requiring it.

1 <sup>st</sup> reading	
Public hearing	
2 <sup>nd</sup> reading	
Mayor	

City Recorder

The following items and their amounts listed were purchased from Police capital outlay and then surplussed:

Transport Van	\$54,852.00
Explorer	\$10,600.00
Radars	\$ 2,626.00
Vests	\$ 1,476.00
	\$69.554.00



Patrick Smith, Register Cheathan County Ten

Instru Rec'd: 10.00 0.00 State: Clerk: Other: 2.00 Pgs 259-259

Prepared by: Chandler Surveying

3421 Cooper Nicholson Road Pleasant View, TN 37146

> Surveyor's Certificate of Correction Applicable to the plan of Sky View Extension Section 1 Plat Book 14, Page 211, Register's Office of Cheatham County, Tennessee

Since the preparation and recording of the above-mentioned plan of Sky View Extension -Section Two it was discovered that the Record Book Number shown in the "Certificate of Ownership and Dedication" on the plat was incorrect.

The Record Book Number is shown as 464 \_, Page <u>2</u>, and should be Record Book Number 532 \_, Page \_ 359-361

All other plat matters shall remain the same except those hereby corrected.

Jeffrey P. Chandler Registered Land Surveyor Tennessee No. 2353

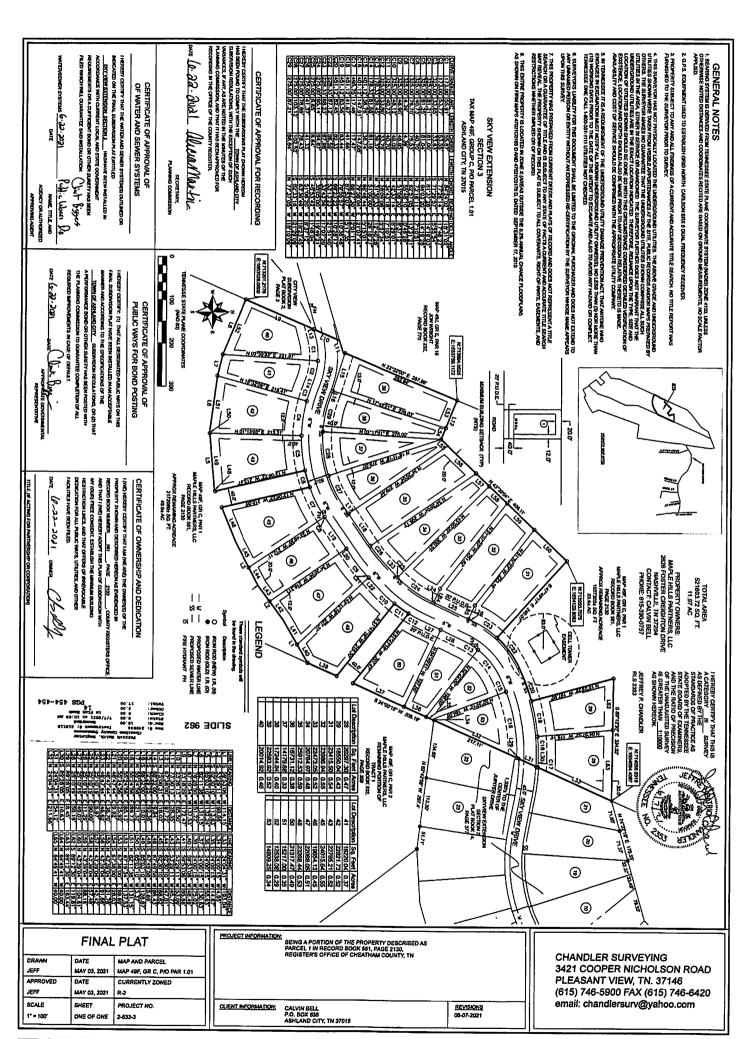
STATE OF TENNESSEE COUNTY OF DAVIDSON

Personally appeared before me, Kauuro D. Cow en Change Notary Public in and for said County and State, the within named Jeffrey P. Chandler, Surveyor, with whom I am personally acquainted, and who acknowledged that he executed the above instrument for the purpose therein contained.

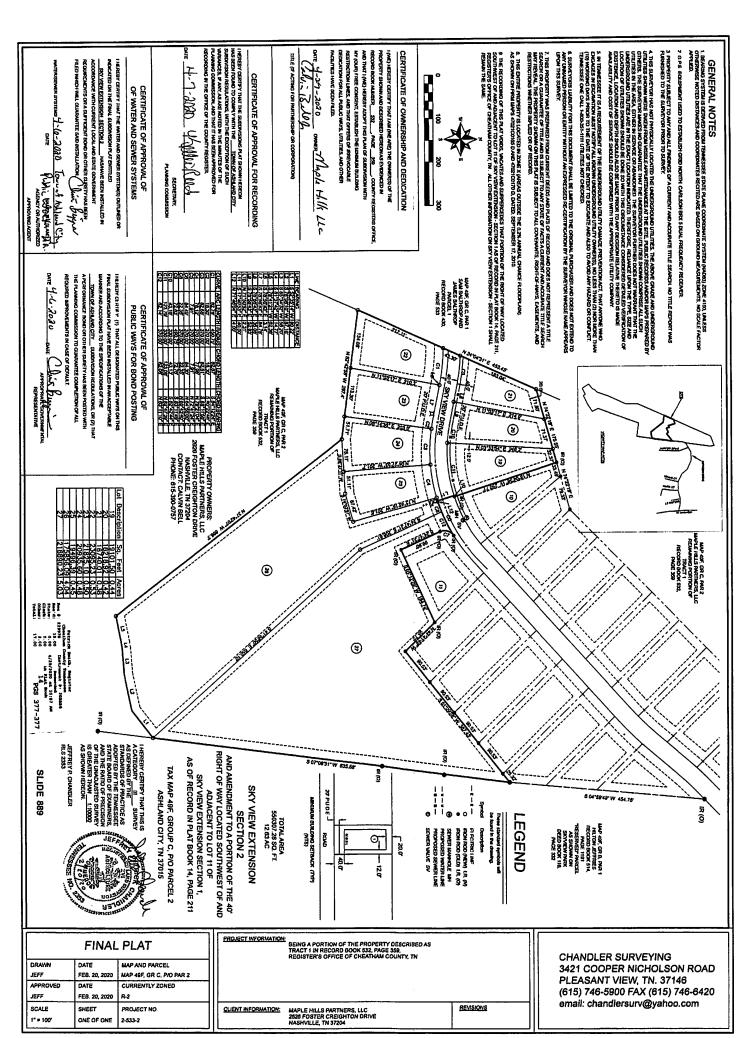
Witnessed and sealed at Nashville, Tennessee, this 19th day of 1ebillary, 2019

My commission expires: Nach 4, 5019 Kayawa D. Cowly Chandle

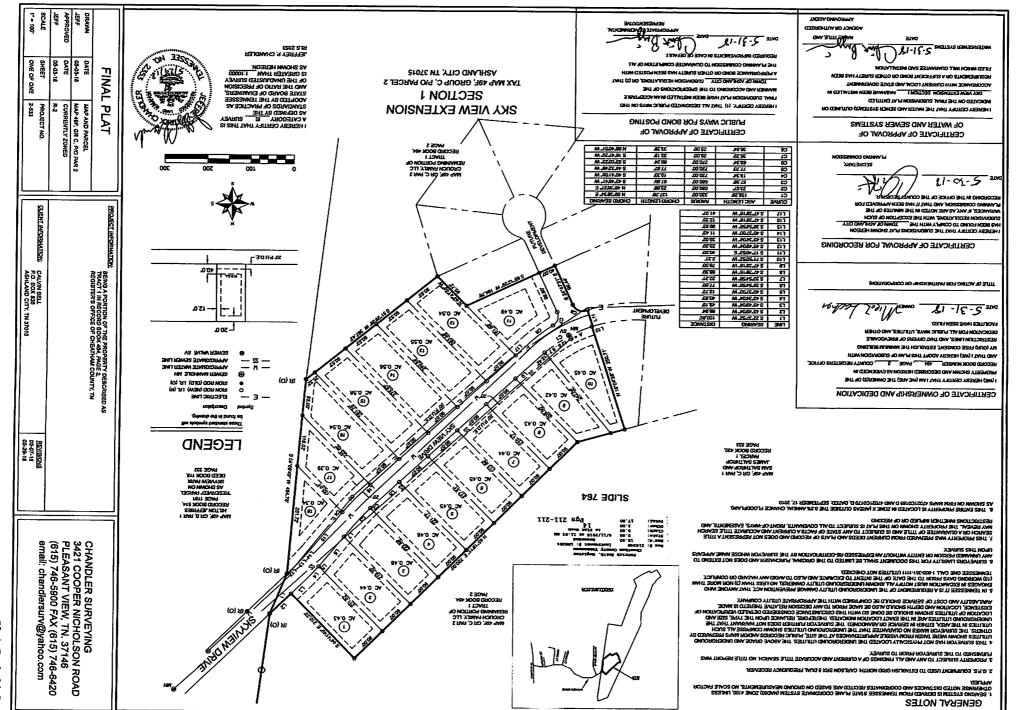




Plat Book 14 Page 454



Plat Book 14 Page 377



lat Book 14 Page

# **Ascentium Capital LLC**

July 20, 2022

Date

## **FORMAL PROPOSAL**

OBLIGOR:	ASHLAND CITY	PD, TN		
	e/ownership contract. No residua ate for the four (4) year term.	ıl value.		
EQUIPMENT:	TECHNOLOGY			
OPTION 1 Acquisition Cost: Down Payment: Trade In: Principal Balance:	\$32,040.40 Term: \$ 0.00 Payment Mode: \$ 0.00 Interest Rate: \$32,040.40 Rate Factor:	Four (4) years Monthly in Arrears 5.710% 0.023352	First Payment Due: Payment Amount:	One Month from Close \$748.22
<ul> <li>Proper execution of Failure to consumm will result in a docur</li> <li>This transaction must transaction funded of change of circumstatists assignees reservinits entirety.</li> <li>This transaction must transaction must be observed in the consumption of the</li></ul>	only and is not a commitment of mutually acceptable documente this transaction once credit amentation fee being assessed to ust be credit approved, all documente on ALL proposals on or before A ance which adversely affects the verthe right to adjust and determinents be designated as tax-exempt L AMOUNT OF TAX-EXEMPT IS, OR THE INTEREST RATE IS S	entation. approval is granted a the Obligor. ents properly execut- ugust 2, 2022. If fun expectations, rights, ine a new interest rat under Section 103 of DEBT TO BE ISSUEI	nd the documents are dra ed and returned to Ascen ding does not occur withi or security of Obligee or e factor and payment am the Internal Revenue Co D IN THIS CALENDAR Y	afted and delivered to Obligor atium Capital LLC and the n that time-frame, or there is a its assignees, then Obligee or ount, or withdraw this proposal ode of 1986 as amended.
ASCENTIUM CAPITA	AL LLC	ASHL	AND CITY PD, TN	
Signature	Title	Signat	ure	Title

Date

- Page 19 - | ITEM # 12.

# CHEATHAM COUNTY WATER & WASTEWATER AUTHORITY 350 FREY STREET ASHLAND CITY, TN 37015

Ms. Gayle Bowman, CMFO

August 23, 2022

Town of Ashland City

P.O. Box 36 233 Tennessee Parkway, Suite 103

Ashland City, TN 37015

RE: Industrial Sewer Administrative Fee Increase

Dear Ms. Bowman,

We appreciate your patience as our Board reviewed and discussed the proposed increase (6/23/2022) in the Administrative Charges currently in place for the billing and collection of charges due CCWWA.. In our recent Board meeting our discussion centered on providing an alternate proposal to the one submitted by your office in which the fee would be increased from the current ten percent (10%) to a new charge of twenty five percent (25%). It was noted during our meeting that the original fee agreed to in the November 9, 1999 Agreement was set at 1.5%. Since our current Board was not party to those negotiations or subsequent modifications to the original Agreement, we can only assume that prior Boards amended the Agreement to the rate structure in place today.

In trying to arrive at an alternate proposal which we felt would be equitable to both parties, our Board reviewed the Authority's prior year's audit (FYE 6/30/2021) and noted that CCWWA had revenue of \$170,000 on which the city was reimbursed \$17,000 for their services. After discussion among the members, our Board is submitting the following alternative for your review and comment:

- CCWWA proposes to reimburse the Town of Ashland City a set fee of \$100.00 per month on each active
  account that the Town invoices and collects Sewer Charges imposed by CCWWA. Currently CCWWA has
  14 active accounts for which the Town would receive \$1,400 per month in reimbursement for their
  services. Based on those current numbers the city would receive \$16,800 in annual payments from
  CCWWA for the service.
- As CCWWA adds new clients to their system, CCWWA will notify your office of the addition and increase the payment accordingly.
- All fees (tapping/connection fee & Privilege fee) will be invoiced and collected directly by CCWWA.
- All other applicable parts of the original Agreement will basically remain the same with a few minor adjustments as noted on the draft proposal which is attached for you review.

Please let us know if this proposal is acceptable. If the terms are agreeable, our Board will convene and take appropriate action to ratify the new Agreement. Again, thank you for your patience as we try to work through this matter. If you have any questions, or need further input from our Board, please contact me and I'll pass the request along to the other Board Members.

Sincerely,

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### Sewer Service Billing and Collection Service Agreement

### **Revised Proposal Draft**

This agreement made and entered into as of the	day of	, 2022, by and between
the Town of Ashland City, Tennessee, herein referred to a	s " <mark>Utility</mark> " and	Cheatham County Water and
Wastewater Authority, herein referred to as "Agency"		

### **WITNESSETH:**

**WHEREAS**, the **Utility** proposes to furnish the **Agency** with billing and collection services for Sewer Charges, and the **Agency** desires the **Utility** to provide such services from the **Utility** to its customers; and,

**WHEREAS**, it is important for the **Agency** to have an economical, adequate and reliable method of billing and collection of charges for the Sewer Service that it provides for its customers; and,

WHEREAS, clients of the Agency are connected to the Utility's water system and the Utility currently has the facilities, metering, equipment, administrative organization and office personnel for the administration, billing and collection of charges the Utility provides; and,

**WHEREAS**; the **Utility** and the **Agency** are Authorized by Tennessee Code to enter into agreements, compacts or contractual relations; and,

**WHEREAS**; it is expedient and economical that the administration, billing and collection of the Sewer charges be accomplished, where possible, simultaneously with, and added as a designated item on the bill rendered to the Water consumer for the charges covering its Sewer service, and

**NOW, THEREFORE;** in consideration of the good and valuable consideration and the mutual advantage to both parties to the agreement, it is agreed:

- 1. The **Agency** will designate the accounts, which thereafter, under the rules and regulations of the **Utility**, shall be billed for Sewer charges:
- 2. The **Agency** will furnish the **Utility** with a schedule of rates to be charged for the Sewer service, and advise the **Utility** of any revision of such charges at least 30 days prior to the effective date.
- 3. The **Utility** agrees to administer such accounts and, during the **Utility's** regular and periodic billing procedure, to invoice each of the **Agency's** customers for the Sewer provided by the **Agency**, based upon the quantity of water used at the established schedule of charges furnished to the **Utility** by the **Agency**.

- 4. The **Utility** agrees to observe the same diligence, policies and procedures used in billing, administration and collection of the Sewer charges as used by the **Utility** in administering, billing and collecting its Water charges.
- 5. The **Agency** agrees that adjustments by the **Utility** to billing for over or under registration of meters which are covered under the **Utility's** adjustment Policy, and for the establishment of Sewer used by its customers, will be accepted by the **Agency**.
- 6. The **Utility** agrees to render to the **Agency** regular monthly reports of itemized billings for each period, the amount of any adjustments, and any uncollected account. All such reports shall be rendered to the **Agency** on or before the 15<sup>th</sup> day of each month following the month services are billed.
- 7. At the time of rendering such reports, the **Utility** will pay the **Agency** the balance of the revenue collected for the Sewer service covered under this agreement.
- 8. It is agreed that the Utility shall provide for the Sewer charges to be due and payable at the same time the Utility's Water charges are due and payable. The Utility agrees to require the user of the Utility's Water service to pay the Agency's Sewer charges at the same time that the Utility's Water charges are paid, and not to accept the current Water charge payment without payment of the Sewer charges. The Utility agrees to discontinue Water service to those Sewer customers whose accounts are unpaid, as set forth in the Utility's cut-off policy.
- 9. The **Utility** agrees to administer, bill and collect the **Agency's** charges for Sewer, based on Water meter readings.
- 10. It is agreed that for the services outlined in this agreement, the Utility will receive from the Agency an Administration Fee calculated at a rate of One Hundred Dollars (\$100.00) per Active Account for each of the Agency's customers during the billing period. The fee will be due and payable to the Utility no later than fifteen (15) days from the date the Invoice for Administration Services is received by the Agency from the Utility provided that the aforementioned reports and transfer of funds has been received by the Agency. It is further agreed that the rate of compensation for the Administrative Service provided by the Utility will be reviewed yearly upon the principle that the Utility should be compensated for all administrative expenses which have been incurred in the performance of this Agreement. Any change in the fees to be paid to the Utility under this Agreement after the review as set forth by this Agreement, shall be by agreement between the Utility and the Agency. In the event that the Utility and the Agency are unable to reach agreement within ninety (90) days relative to proposed fee adjustment, this Agreement will expire.
- 11. It is mutually agreed that this Agreement shall cover a period of **Five (5)** years from the initial date of said Agreement.
- 12. Whenever notice to the **Agency** is required, it shall be addressed to the Chairperson by registered mail. When notice to the **Utility** is required, it shall be addressed to the Mayor of Ashland City, TN by registered mail.

13. By execution of this Agreement, the **Utility** shall not be deemed, treated nor construed to have relinquished any of the lawful powers, rights and authorities invested in it by law, nor to have assumed any obligation, debt, duty or responsibility in connection with the creation, construction, maintenance or operation of the Sewer system except to perform the Administrative duties herein expressly contracted to perform for the **Agency**, nor shall the franchises, rights, powers, properties or revenues of the **Utility** be deemed to be subject to any claims or demands arising out of the creation, establishment, maintenance and operation of the Sewer system, nor amenable to any authority of agency, governmental or otherwise, to which they were not subject or amenable prior to the execution of this Agreement. The relationship between the **Utility** and the **Agency** under this Agreement shall be that of independent contracting parties and the obligations and responsibilities of the **Utility** to its customers and bondholders shall not be lessened or effected.

IN WITNESS WHEREOF, the Agency acting throug of the Agency to be hereto inscribed, and the Utility acting			
the name of the Utility to be hereto inscribed, on this the	•	•	5 <b>Cuo</b> 5 <b>Cu</b>
Cheatham County Water & Wastewater Authority			
Signature/Title			
Town of Ashland City			
Mayor			
ATTEST:			
Recorder			

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## 2022 - 2023 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT Office of the Secretary of State

## Tonnessee State Library and Archives

Due to the Red River Regional Library by October 31st

Region: RED RIVER

County(ies): CHEATHAM

Library/Library System: Cheatham County Public Library
South Cheatham Public Library

The Office of the Secretary of State, Tennessee State Library and Archives, Regional Library is hereby notified that public funds were appropriated and expended for library services in the fiscal year just completed. This amount will be matched or exceeded during the current fiscal year. In addition, the total number of library operating hours will be maintained, per the *Public Library Service Agreement*. The undersigned acknowledge that failure to meet Maintenance of Effort (MOE) may result in the loss of all regional library services, including materials currently held at the local library(ies) paid for with State and Federal funds, and that responsibility for ensuring compliance with this agreement and the *Public Library Service Agreement* shall be shared by both the local funding entity and the Public Library Board of Trustees.

Report only public tax dollars <u>appropriated and expended</u> for operation of local libraries. Do not include capital or one-time appropriations or expenditures, donated funds, grant funds or pass-through money appropriated by another County or City.

A. Appropriated and Expended by the County(ies):

County(ies)	Appropriated FY 2020-2021	Expended FY 2020-2021	Appropriated FY 2021-2022	Expended FY 2021-2022	Appropriated FY 2022-2023
Cheatham	\$192,882.11	\$181,287.34	\$200,508.35	\$205,123.11	\$212,728.48
South Cheatham	\$105,738.38	\$112,083.87	\$111,221.73	\$112,891.22	\$134,094.29
TOTAL	\$298,620.49	\$293,371.21	\$311,730.08	\$318,014.33	\$346.822.77

B. Appropriated and Expended by the City(ies):

City(ies)	Appropriated FY 2020-2021	Expended FY 2020-2021	Appropriated FY 2021-2022	Expended FY 2021-2022	Appropriated FY 2022-2023
Ashland City	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
Kingston Springs	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
TOTAL	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00
C. Totals:				,	4-2,000.00

	Appropriated FY 2020-2021	Expended FY 2020-2021	Appropriated FY 2021-2022	Expended FY 2021-2022	Appropriated FY 2022-2023
TOTAL	\$319,620.49	\$314,371.21	\$332,730.08	\$339,014.33	\$367,822,77

## 2022 - 2023 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

# Office of the Secretary of State

Tennessee State Library and Archives

Region: RED RIVER

County(ies): CHEATHAM

Library/Library System: Cheatham County Public Library South Cheatham Public Library

Number of library operating hours in a normal week: D.

Name of Library Building	Main or Branch Library	Number of Hours per Week FY 2020-2021	Number of Hours per Week FY 2021-2022	Number of Hours per Week FY 2022-2023	Comments: Number of days closed for COVID-19
Cheatham County Public Library	Main	55	55	55	
South Cheatham Public Library	Main	49.5	49.5	49.5	
Total		104.5	104.5	104.5	

E. Official Signatures:    S   12   22	J.T. Smith, Ashland City Mayor	Date
Anthony Gross III, Kingston Springs Mayor Date	Corey Foster, Library Board Chair	Date
Reviewed by:	ary Use Only	
Signature Cecilie B. Maynor, Red River Regional Library Director	Date	
Additional notes:		
Approved by:		
Signature State Librarian and Archivist	Date	

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ITEM # 14.

# **ACA Reporting 2022**

## Part I: Employer Info

Please provide the following information to ensure that the data we have on file is correct.

Company Legal Name	
Company Mailing Address	
Employer ID Number (FEIN)	
Company Contact Person	
Contact's Phone Number	
Avg # of employees in 2021 & 2022	

### Part II: Data Validation

Please choose **one** option below.

I would like Benefits, Inc. to provide me with a data extract (excel spreadsheet)
that contains all of our employee data currently on file. I will look through the
data and add missing employees that were employed in the year 2022 and I will also provide termination dates for employees that are no longer active. I will return this excel spreadsheet to Benefits, Inc. by close of business on
December 31, 2022.
-
I would like to send my own excel spreadsheet, matching the format of the provided census template. This spreadsheet will contain all employees that were employed at any time during the calendar year 2022, including terminations. (e.g. Payroll report, HRIS extract) I agree to provide the data requested to Benefits, Inc by close of business on <b>December 31, 2022</b> .

Data received after the deadlines above may jeopardize the ACA filing being completed by the IRS deadline, therefore resulting in a late filing.

# Benefits,inc.

### RELEASE OF LIABILITY AND AGREEMENT TO HOLD HARMLESS

In exchange for the ability to use and access	s software owned and maintained by Benefits, Inc. known
as Employee Navigator/BenefitsLinc, (the software),	, the company
does hereby agree to the following:	

- The company hereby releases and discharges Benefits, Inc., its employees, agents, and owners from any liability whatsoever from any injuries or damages that may arise through the Company's use or access of the software.
- 2. In the event, Benefits Inc., its employees, agents or owners enters information into the software provided by the company, then no person affiliated or associated with Benefits, Inc. shall be responsible for ensuring the accuracy or correctness of the information provided, as Benefits, Inc. is not independently verifying that any information provided by the company is correct.
- 3. The company further agrees to indemnify, hold harmless and defend Benefits, Inc. against any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney's fees, and other costs of litigation which may arise in any way, through the company's use of the software.

Printed Name	
Signature	Date
Company Name	Title

### Estimated 2022 Service Fees (Pricing is subject to change by Employee Navigator)

Service	1-50	51-100	101-250	251-500	501-1000	1001+
Federal E-file & Print/Mail Per Form	\$6.04	\$5.02	\$4.02	\$3.19	\$2.31	\$1.81

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<sup>\*</sup>Employee Navigator Pricing Schedule. Benefits, Inc. does not charge any additional amount above and beyond that of Employee Navigator. \*Peak pricing occurs on the day before and the day of the IRS deadline.



### RELEASE OF LIABILITY AND AGREEMENT TO HOLD HARMLESS

In	exchange for the ability to use and access softwar	re owned and maintained by Benefi	ts, Inc. known
as Employe	ee Navigator/BenefitsLinc, (the software),		, the company,
does hereb	y agree to the following:		
1.	The company hereby releases and discharges any liability whatsoever from any injuries or dataccess of the software.		
2.	In the event, Benefits Inc., its employees, agents	or owners enters information into t	he software provided
	by the company, then no person affiliated or	associated with Benefits, Inc. shall	Il be responsible for
	ensuring the accuracy or correctness of the info		is not independently
3.	The company further agrees to indemnify, hold	harmless and defend Benefits, Inc	. against any and all
	claims, causes of action, damages, judgments,	costs, or expenses, including attorr	ney's fees, and other
	costs of litigation which may arise in any way, the	rough the company's use of the sof	tware.
		Printed Name	
		Signature	Date
		Company Name	Title

### Estimated 2022 Service Fees (Pricing is subject to change by Employee Navigator)

Service	1-50	51-100	101-250	251-500	501-1000	1001+
Federal E-file & Print/Mail Per Form	\$6.04	\$5.02	\$4.02	\$3.19	\$2.31	\$1.81

<sup>\*</sup>Employee Navigator Pricing Schedule. Benefits, Inc. does not charge any additional amount above and beyond that of Employee Navigator. \*Peak pricing occurs on the day before and the day of the IRS deadline.



### **RESOLUTION 2022-**

# A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE TEMA HAZARD MITIGATION GRANT PROGRAM

WHEREAS, TEMA will reimburse for projects relating to hazard mitigation; and

WHEREAS, the Town would like to submit the grant application for up to \$900,000.00; and,

**WHEREAS**, the Town agrees to match funds for this grant being 10% of the purchase amounts up to \$90,000.00;

WHEREAS, the Mayor and City Council would like to apply for these grant funds.

# NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE the following:

**SECTION 1:** That the Town of Ashland City is hereby authorized to submit application for the "*Hazard Mitigation Grant Program*" reimbursement grant through TEMA

**SECTION 2:** That the Town of Ashland City further authorizes Allen Nicholson to apply for and manage this grant.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of September 2022 move the adoption of the above Resolution.

Councilmember	moved to adopt the Resolution.			
Councilmember	seconded the motion.			
Voting in Favor	Voting Against			
Attest:				
Mayor Jeffery Smith	City Recorder Alicia Martin, CMFO			