



# TOWN OF ASHLAND CITY

## Regularly Scheduled Workshop Meeting

### February 07, 2023 6:00 PM

## Agenda

**Mayor:** JT Smith

**Vice Mayor:** Gerald Greer

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

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### CALL TO ORDER

### ROLL CALL

### APPROVAL OF AGENDA

### APPROVAL OF MINUTES

- [1.](#) January 03, 2023 Workshop Meeting Minutes

### UNFINISHED BUSINESS

2. Project Update from Josh Wright
3. City Administrator Discussion
- [4.](#) Ordinance: Amend Title 2 Parks Advisory

### NEW BUSINESS

5. Approval of Salaries After Grant End for PD
6. Beer Board/Budget Committee Pay Increase
7. Salary Increase for Mayor
8. Quintenn Clark Foundation Donation
- [9.](#) Amended Kimley Horn Agreement
- [10.](#) Piedmont Service Agreement
- [11.](#) Resolution: Updating the Wage and Salary Pay Table
- [12.](#) Resolution: Additional Funding for Fire Hall Initial Resolution
- [13.](#) Resolution: Additional Funding for Fire Hall Bond Resolution
- [14.](#) Ordinance: Budget Amendment #1 FY22/23

### OTHER

### ADJOURNMENT

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*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**  
**January 03, 2023 6:00 PM**  
**Minutes**

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**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 Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

**APPROVAL OF AGENDA**

Ms. Martin asked to add the CPIT agreement under other. A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the agenda with the stated changes. All approved by voice vote.

**APPROVAL OF MINUTES**

1. December 06, 2022 Workshop Meeting Minutes

A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the December 06, 2022 Workshop Meeting Minutes. All approved by voice vote.

**UNFINISHED BUSINESS**

2. Project Updates from Josh Wright

Mr. Wright stated that he wanted to give a quick update on all the projects we have going on. He stated that for the fire hall, the brick is going up and they are on schedule to finish in September except for the generator which will not be in until October. Mr. Wright stated that for city hall, the design documents have been turned in to the Fire Marshal addressing their comments and the USDA paperwork has been turned in. He stated that the soil borings have been completed and as soon as they are approved it will go out to bid. Mr. Wright stated that him and Ms. Batts met to finalize the senior center and possibly moving the ball fields. He stated that they are getting design fees and plan ideas. Mr. Wright stated that he met with Mr. Clark on the community center, and they are working on the floor plan, design fees, and schematic. He stated that he is working on a floor plan for the firing range as well. Councilman Greer asked if he had revisited the positioning of the amphitheater. Mr. Wright stated that they will get to it.

3. Resolution: Updating the Purchasing Policy

Mayor Smith stated that we will be asking to defer this because it is not ready yet.

4. Ordinance: Modifying Title 11, Chapter 4, Section 11-404

Ms. Martin stated that this is to remove all fireworks from Title 11 and leave it in Title 7.

5. Ordinance: After Hour Water Disconnects

Ms. Bowman stated that this is for the second and final reading. She stated that it is to protect our employees by not letting them go out after dark for reconnects.

**NEW BUSINESS**

6. Parks Advisory Board Changes

Councilman Smith stated that he would like to change the duties of the secretary for the parks advisory board. He stated that the by-laws state it should be a town employee and he wants to change that to a board member. Ms. Noe stated that she did not see an issue with that as long as there is a board member willing.

7. Codes and IT Assistant

Mr. Nicholson stated that his top priority was to hire an assistant and he needs help. He stated that he wanted to make this position universal, so he combined it with an IT assistant to help

Greer. Mr. Nicholson stated that he needs help now and we are continuing to grow and get bigger. He stated that from January 01, 2022, to December 31, 2022, they performed 148 inspections and issued 155 permits. Mr. Nicholson stated that the codes department also generates revenue for the City and in FY 20/21 they brought in \$136,219.08, in FY 21/22 they brought in \$159,759.21, and so far for FY 22/23 they have brought in \$31,826.97. Ms. Bowman stated that she ran the numbers, and the money is in the budget. Councilman Adkins asked when he planned to hire this person. Mr. Nicholson stated now. Mayor Smith stated that Mr. Nicholson could really use the help because they are stretched really thin. He stated that Mr. Greer is one man trying to do all the work for the city.

8. Advertisements for Fire

Mr. Jenkins stated that they currently have \$17,000.00 left from a FEMA grant they are wanting to use on advertising. He stated that the ads will be in Nashville on billboards, and they would like to go with Outfront Media for it. Mr. Jenkins stated that Social Indoor will run ads in places like Bridgestone Arena. Councilman Thompson asked how many men they were short. Mr. Jenkins stated that they have a target of 20 and they currently have 4.

9. ESO Agreement

Mr. Jenkins stated that this is an agreement for their activity tracker they use for public education events. He stated that it allows them to keep track of those events. Chief Noe stated that it is part of their record management software.

10. Defense Logistics Agency SPO

Chief Ray stated that this is an agreement they do with the military every year.

11. Summerfest Fireworks Contract

Mr. Clark stated that this is a contract for the Fireworks at Summerfest, and this is the same show and same price. Councilman Thompson asked if there are any changes from last year and Mr. Clark stated there aren't. Councilman Kerrigan asked if Ms. Noe had reviewed this. Ms. Noe stated she had, and they have the changes.

12. Summerfest Carnival Contract

Mr. Clark stated that there is a one-year agreement and a three-year agreement. He stated that the carnival would like a three-year agreement to lock in the dates for us and everything is the same as the last several years regardless of if they do one or three years. Councilman Adkins asked if it was cheaper if we do a three year. Mr. Clark stated that it doesn't cost us anything so probably not. Councilman Kerrigan asked if he could get the armbands for \$20 instead of \$25 if we do a three year. Mr. Clark stated that he would ask.

13. Senior Center Dance Lease Agreement

Ms. Batts stated that there is low attendance at the dances and not enough money to pay the band. She stated that she also has to provide a staff member that evening which leaves her short an employee one day a week. Ms. Batts stated that to alleviate the issue, some of the other centers around us lease their center for dances and she had a gentleman call her willing to do that. She stated that Mr. Brake drew up the agreement and her and Ms. Noe made some changes. Ms. Batts stated that the final draft is what they have in front of them.

14. Agreement for Additional Tyler Card Readers

Ms. Bowman stated that this is for additional card readers for court so that they can begin taking their own payments.

15. Resolution: Amending Water and Sewer Rules and Regulations

Ms. Bowman stated that this is bringing this up to date by taking out the old stuff and putting in what we do now.

16. Resolution: Protective Footwear

Ms. Black stated that this is to add parks.

17. Resolution: Amending the IT Policy

Ms. Martin stated that the State of Tennessee banned TikTok on all government issued devices so this is changing our IT policy to ban it on all City issued devices and using the app on your personal device while connected to the City network.

**EXPENDITURE REQUESTS**

18. Award Bid: WWTP

Mr. Oakley stated that last month he presented the bid results and at the time he was not in a position to recommend award. He stated that tonight he is here with CEC's recommendation to

award the bid to Reeves-Young for \$30,745,000.00. Mr. Oakley stated that he called White House and asked their Public Works Director about Reeves-Young or any words of advice they may have. He stated that they have had challenges with delivery equipment which is just the nature of the job right now, but they would award the bid to Reeves-Young. Mr. Oakley stated that he also spoke to the engineer in White house and the project manager said similar things. Ms. Bowman stated that on the last call with USDA they stated that they cannot fund the project since it is over \$25,000,000.00 so at State level they are not allowed to, and it would have to go federal. She stated that we have to have a letter from CEC and a letter from us saying we will do what is necessary to pay this back. Ms. Bowman stated that they are positive they can get us \$5,000,000.00 in federal grant money but they want us to set aside \$1,000,000.00 for the contingency so we are not giving back grant money. She stated that we can give \$2,000,000.00 from our unassigned fund and reserve the \$1,000,000.00. Councilman Adkins asked if this would increase the water and sewer rates by 15% over the next three years. Ms. Bowman stated that is not what they were voting on tonight, it would be voted on at budget. Councilman Adkins stated that he wanted to get an idea of what it would be and get reassurance this would not continue in the future. Ms. Bowman stated that it would not. Mr. Oakley stated that this is based off the current customer numbers and the loan is over forty years. Ms. Bowman stated that the letter says we will put our own money up and do our part to do the hard work and make the payments.

#### **OTHER**

##### 19. CPIT Agreement

Ms. Noe stated that this is an agreement with the 23rd Judicial District and us so that DCS can assist with child abuse investigations.

Councilman Adkins asked when the rezone for the Walker property will be heard by the Planning Commission. Ms. Noe stated it would be the first Monday in February. Councilman Adkins asked after the Planning Commission hears the request, when it would come before the Council. Ms. Noe stated that it would be heard in March to allow time for public notice.

Councilman Kerrigan asked if we could bring the Full Time Mayor/ Full Time City Administrator back onto the next agenda for discussion.

Councilman Kerrigan stated that we need to specify when the change of date of the election goes into effect and let Representative Mary Littleton know as soon as possible. Councilman Greer asked Ms. Noe if she recalled if we specified that. Ms. Noe stated she did not recall but she would review it and follow up.

#### **ADJOURNMENT**

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:37 p.m.

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MAYOR JT SMITH

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CITY RECORDER ALICIA MARTIN, CMFO

## ORDINANCE #

### AN ORDINANCE BY THE TOWN OF ASHLAND CITY TO AMEND TITLE 2, CHAPTER 2, SECTION 2.215 OF THE MUNICIPAL CODE

**WHEREAS**, Ordinance 536 previously established Title 2, Chapter 2 with the purpose of advisement and recommendation to City Council on all matters to the establishment, maintenance, and operation of the Parks Advisory board; and

**WHEREAS**, the Mayor and Council wish to amend the requirements of the Secretary.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that Title 2, Chapter 2, Section 2.215 of the Municipal Code be amended as follows:

2-201. Purpose. The Ashland City Parks and Recreation Board, herein this chapter referred to as the Board, shall be composed of five (5) members. The duties of the Board shall be to advise and recommend to the Parks Department and City Council on all matters to the establishment, maintenance, and operation of the city parks and recreation programs for the Town of Ashland City and its inhabitants and to carry out other duties as may be assigned by the City Council.

2.202. Terms of Office. The terms of the office for the Board shall commence on May 1<sup>st</sup> and shall be two (2) years in length. The members of the board shall be appointed by the Mayor on a staggered basis with three (3) expiring in uneven years and two (2) expiring in even years. The Board will be established in May 2020 and the first Board will have two (2) member's terms that will expire in 2022 and three (3) member's terms that will expire in May 2023. The Board shall appoint one (1) member to serve as Chairperson and one (1) member to serve as Vice-chairperson on an annual basis, as selected by the Board at the July meeting. Members appointed to fill vacancies on the Board shall be for the remainder of the term of his/her predecessor.

2.203. Termination. Any board member appointed by the Mayor shall forfeit that membership if absent for more than three (3) meetings in a twelve-month period that are considered unexcused or twenty-five percent (25%) of the meetings, whichever is greater, in one appointment year. If a member goes beyond this absenteeism limit, the Mayor shall be advised by the Board to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include failure to notify Chairperson or Vice-Chairperson of a valid reason or good cause, as determined by the Board, for absence prior to a scheduled meeting. The Chairperson will monitor attendance and will discuss absenteeism during the regularly scheduled meeting if any issues shall arise prior to notifying the Mayor of a vacancy on the board.

2.204. Organization and Amendments. The Board is authorized to establish its own rules and regulations by a majority vote, subject to ratification by Resolution of the City Council. These by-laws may be amended by a majority vote of the Board members present and shall be present these amendments to City Council for ratification by Amendment to this Code of Ordinances.

2.205. Limitations. The Board shall not be authorized to incur on behalf of the Town of Ashland City any expense incident to the operation of said Parks and Recreation programs, unless expressly authorized to do so by the City Council, or through appropriation of the Parks and Recreation budget at under the direction of the Parks Director. The Board shall not knowingly conduct business that has been assigned by ordinance to any governing or advisory board of the Town of Ashland City.

2.206. Meetings. Meetings shall be held once a month and shall be reported to the City Recorder and advertised on the town website and any other media outlets the town chooses to utilize. The regularly scheduled meeting time and date shall be determined and voted on by the Board. Special called meetings may be called at any time within forty-eight (48) hours notice and may be called by the Chairperson of the Board or by three (3) members of the Board.

2.207. Place of Meeting. The place of the meeting shall be the location designated in the advertisement as approved by the Board.

2.208. Quorum. Three (3) members or more shall at all times constitute a quorum.

2.209. Rules of Order. General parliamentary rules, as given in Robert's Rules of Order, shall be observed in conducting meetings of the Board.

2.210. Order of Business. The following shall be the Order of Business of the Board, but the rules of order may be suspended and any matters considered or postponed by action of the Board:

- a. Call to Order
- b. Roll call
- c. Attendance
- d. Approval of Agenda
- e. Approval of Minutes
- f. Public Forum
- g. Reports
- h. Old Business
- i. New Business
- j. Other
- k. Adjournment

2.211. Appointment of Officers. The Board shall appoint one (1) member of the Board to serve as Chairperson and one (1) member of the Board to serve as Vice Chairperson on an annual basis, as selected by the Board at the May meeting.

2.212. Duties of the Chairperson. The Chairperson shall preside at the meetings of the Board, shall perform all other duties ordinarily performed by a Chairperson, shall have a vote on all matters, but shall not have veto power. The Chairperson will track attendance of the Board and will report issues of absenteeism to the Mayor. The Chairperson shall prepare and present an annual report to the City Council stating significant accomplishments from the preceding twelve (12) months.

2.213. Duties of the Vice Chairperson. The Vice-Chairperson in the absence of the Chairperson shall perform all the duties of the Chairperson of the Board. In the absence of both the Chairperson and Vice-Chairperson the Board shall elect a Chairperson Pro Tempore who shall perform the duties of the Chairperson.

2.214. Duties of the Parks and Recreation Director. The Director shall act as an advisor to the Board, but shall not be a member. The Director, or their designee, shall attend all regularly scheduled meetings, report attendance of the Board to the Town’s payroll department, and participate in discussions, but shall not be entitled to vote.

2.215. Duties of the Secretary. An appointed ~~town-employee board member~~ shall act as Secretary for the Board, ~~but shall not be a member~~. The Secretary will prepare agendas, notify Board members of all special called meetings at least forty-eight (48) hours prior to the meeting, transcribe minutes from the regular and special meetings in which a quorum of the Board is present, maintain and post the minutes and records of the Board to the Town website and remain in compliance with all state and local law, and shall post, prepare, and/or report to the appropriate town employee(s) the appropriate notices.

2.216. Compensation. The appointed members of the Board shall be compensated sixty-two dollars and fifty cents (\$62.50) per meeting in which they attend. Attendance shall be reported to the Town’s payroll department within two (2) days following the conclusion of the meeting.

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

1<sup>st</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

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

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City Recorder Alicia Martin, CMFO

**AMENDMENT NUMBER 002 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 002 dated January 25, 2023 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.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

**Task 1 – Project Coordination Services**

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of project status updates and reviews, conference calls, preparing and distributing reports and memos, scheduling of review meetings and activities, monthly project status reporting, and discussion of any project issues during the project. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

*Task 1.1 – Project Meetings*

Kimley-Horn will coordinate and facilitate periodic project update meetings, up to three, at a location in the Town of Ashland City (to be determined by Town staff) or at the Tennessee Department of Transportation's (TDOT) offices. Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and Town of Ashland City staff. Kimley-Horn will prepare and distribute both meeting agendas and meeting minutes for each meeting.

**Task 2 – Additional Field Survey and Data Collection**

During preliminary design, Kimley-Horn determined that additional topographic information was needed on the southwest side of the gravel trail at the southern termination of the project to appropriately determine tie in grading. The additional survey area will consist of approximately 600 linear feet along the south side of the existing gravel parking lot and trail, west of SR 455. The survey will consist of topographic information that extends from the centerline of the gravel trail to approximately 50 feet south, incorporating the southern radius of the gravel trail.

Our team will provide a supplemental topographic survey for the additional survey area locating the topographic features, the physical features, visible evidence of utilities along with any markings by TN One Call. This data will consist of existing features, such as edge of pavements, pavement markings, curbs, utilities, top of banks, toe of slopes, grade changes, wood lines, fences, mailboxes, drainage features (ditches, pipes, structures), right-of-way limits, and any easements along the proposed trail route. We will produce a planimetric AutoCAD drawing and a surface



model. From the surface model we will produce contours at 1-foot intervals. The drawing will show the information as designated above.

In addition to the existing topographic features, both above and below ground utilities (if applicable) will be located based upon available mapping and as marked by TN One Call.

We will base our horizontal data on the State Plane Coordinate System of 1983 and the vertical data will be based on NVGD 88. This data will be collected under the supervision of a Tennessee Registered Land Surveyor.

### **Task 3 – Geotechnical Investigation**

A geotechnical investigation was included in the executed original contract, but Kimley-Horn did not authorize the geotechnical investigation in the event that boring locations needed to change because of adjustments to the bridge. Now that the preliminary design has been approved by all stakeholders, Kimley-Horn will authorize the geotechnical subconsultant to complete the analysis of the specified borings. Due to the need for traffic control measures and increased rates since 2020, additional fee for the geotechnical investigation is required. The additional fee required for geotechnical investigation is the basis for this task.

### **Task 4 – Final Civil Engineering Design**

TDOT provided approval of the environmental document on 11/15/2022. Upon receiving Notice to Proceed to Design, Kimley-Horn will begin final design development. Upon acceptance by the Client of the existing preliminary plans, Kimley-Horn will prepare a set of final construction documents suitable for bidding the project via a competitive bidding process. We anticipate this set of drawings to be prepared on 24" x 36" format and will consist of the following:

- Cover Sheet – This sheet will contain relevant project / contact information required by the Town of Ashland City and TDOT.
- General Notes - This sheet will contain applicable TDOT Local Programs standard notes.
- Special Notes – This sheet will contain TDOT Local Programs project specific notes related to contractor responsibilities, coordination requirements, and traffic management parameters during construction.
- Environmental Notes – This sheet will contain TDOT Local Programs environmental notes.
- Present Layout – This plan will show the existing conditions of the project area.
- Estimated Quantities Plan – This plan will detail and quantify the expected TDOT construction items needed for the project
- Demolition Plan – This plan will show and detail the demolition of existing conditions that will be required to accommodate the proposed design.
- ROW Acquisition and Property Map Plan – This plan will show the project area and all associated parcels surrounding the area. A table consisting of property owner information will be provided for each parcel. We do not anticipate the need for any property acquisition or easements other than updated agreement between the Town and Railroad Authority. ROW acquisition or easements, if needed, for the project will also be depicted on this sheet.
- Layout Plan – This plan will show the proposed trail location, parking lot, pedestrian bridge, and other physical features proposed with the project. Kimley-Horn will provide stakeout information via electronic AutoCAD files to the Contractor.
- Grading and Drainage Plan – This plan will contain existing and proposed stormwater

- improvements, critical spot elevations, existing and proposed contours.
- Cross Sections – This plan will contain cross sections at 50-foot increments along the proposed trail alignment.
- Erosion Prevention and Sediment Control (EPSC) Plan – This plan will show temporary erosion control measures, consisting of tree protection fence, silt fence, inlet protection, outlet protection, stone filter rings, and diversion ditches as required by the Town of Ashland City and the Tennessee Department of Environment and Conservation (TDEC). Based on TDEC requirements, it is assumed that a two-phase plan will be required.
- Details – Construction detail sheets will show typical sections for the proposed improvement designs as deemed necessary to clarify design intent. TDOT standard drawings will be referenced when appropriate.
- Traffic Control Plan – This plan will illustrate the traffic control operations that will be implemented during construction to manage traffic and access management.

The construction documents will be provided in PDF format to the Client for review and comment. Kimley-Horn will complete one set of revisions to the construction documents based on Client comments.

#### ***Task 4.2 – Final Engineer’s Opinion of Probable Construction Cost***

Kimley-Horn will update the engineer’s opinion of probable construction cost developed in the preliminary design phase for the proposed improvements defined by the plans and technical specifications. Quantities will be developed from the Construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involve similar equipment and construction methods.

*The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at the time of preparation and represent only the Consultant’s judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

#### **Task 5 – Final Structure Performance Plans and Specifications**

Engineer will develop Final Structure Performance Plans and Specifications for the pedestrian bridge and timber boardwalk. The Final Structure Performance Plans and Specifications will establish the basis of design for the bridge and boardwalk. Limited details will be included to portray the aesthetic characteristics of the bridge and timber boardwalk desired by the Town. The Final Structure Performance Plans and Specifications will be submitted to the Town for review at the 90% plan phase.

Engineer will incorporate 90% review comments from the Town and finalize the Final Structure Performance Plans and Specifications that will be issued as part of the Final Construction Documents. PDF copies of each will be provided to the Town.

##### **Pedestrian Bridge and Boardwalk Basis of Design**

- Bridge length, span options, and height above road shall be based on roadway and hydraulic requirements.

- The maximum walkway (clear) width for the pedestrian bridge and boardwalk shall be ten (10) feet.
- The maximum vehicular live load on the pedestrian bridge and boardwalk shall be H-5.
- The boardwalks shall be of timber construction with typical spans of approximately ten (10) feet.
- Pedestrian bridge superstructure will be prefabricated structures designed by others, based on the details and performance specification in the Contract Documents.
- Pedestrian bridge substructure will be designed by others, based on the details and performance specifications in the Contract Documents.
- Timber boardwalk will be designed by others, based on the details and performance specification in the Contract Documents.
- Signed and sealed shop drawings and calculations for all pedestrian bridge and timber boardwalk components will be submitted by the Contractor, based on the Final Structure Performance Plans and Specifications in the Contract Documents.

Construction phase services are not included in this scope of work.

### **Task 6 – Pre-Bid Services**

Kimley-Horn will assist the Town with the following pre-bid services: TDOT review, permitting, bid documents preparation, DBE goal setting, and proposal contract preparation.

#### *Task 6.1 – Utility Certification*

Kimley-Horn completed early utility coordination during Preliminary Design. Kimley-Horn will finalize utility coordination with those utility companies within Cheatham County that specified the existence of utilities within the project limits. Early Utility Coordination and Final Utility Coordination documentation will be used for Utility Certification.

Kimley-Horn will coordinate with those utility companies who provided notice of the existence of utilities in the project area. Each utility company that responded with utilities in the project area will be provided with a set of plans to review for potential conflicts. Based on survey and our preliminary plans, we do not anticipate the need for utility relocations. If pole relocations are required, Kimley-Horn will review the utility relocation plans prepared by the utility company and assist the Town with required documents for submittal to the TDOT Regional Utility Coordinator. The relocation plans and documents, along with “no-conflict” letters from utility companies without conflicts, will be sent to the TDOT Utility office requesting Utility Certification.

#### *Task 6.2 – Right of Way Certification*

Kimley-Horn will send the plans and documentation stating that the project is to be completed within the Right-of-Way to the TDOT Regional Right-Of-Way Division requesting right-of-way certification. Kimley-Horn will provide the Town with the necessary forms to be completed. The Client will be responsible for completing the right-of-way forms. It is assumed that the Town will secure an updated agreement with the Rail Authority permitting construction of a trail within Rail ROW prior to construction. It is assumed no additional right-of-way will be required for this project. However, if additional right-of-way is required for this project by way of easement or property acquisition, it can be provided as an Additional Service.

#### *Task 6.3 – Environmental Permit Certification*

Kimley-Horn will prepare and submit a Storm Water Pollution Prevention plan (SWPPP) and a Notice of Intent (NOI) for coverage under the TDEC Construction General Permit (CGP) as part of

the National Pollution Discharge Elimination System (NPDES) permitting program. Once the Notice of Coverage (NOC) is received from TDEC, we will submit the Environmental Permit certification request to TDOT. Any additional environmental permits that are deemed necessary can be provided as an Additional Service.

#### *Task 6.4 – DBE Goal Setting*

Given the construction budget for this project, it is anticipated that a Disadvantaged Business Enterprise (DBE) goal will be required for this project. Kimley-Horn will prepare the written documentation regarding DBE goal and submit to TDOT Civil Rights office for review.

#### *Task 6.5 – Proposal Contract Preparation*

Kimley-Horn will prepare a proposal contract (i.e. Bid Book) in accordance with TDOT Office of Local Programs standards. It is assumed that Kimley-Horn will not prepare separate stand-alone technical specifications for the civil engineering elements of this project and that the TDOT specifications will be used for all standard Roadway items. Kimley-Horn will only prepare technical specifications for those items that are not covered by the TDOT specifications, including the pedestrian bridge. It is anticipated that we will only provide technical specifications for TDOT's *Standard Specifications for Road and Bridge Construction* or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, specifications, and required special provisions. The proposal contract will be submitted to the TDOT Office of Local Programs seeking approval and authorization for the Town to proceed with bidding the project. Upon receiving the Notice to Proceed with Construction from TDOT, Kimley-Horn will print and deliver up to ten (10) bond copies of the plans and the Proposal Contract to the Town for bidding purposes.

#### *Task 6.6 – Town / TDOT Review and Permitting*

Kimley-Horn will submit the final plans, bid book and opinion of probable construction cost for review by the Town of Ashland City, TDOT Design Division, Construction Division and Office of Local Programs. The Town will distribute the documents to the appropriate departments for review. Kimley-Horn will complete six plan set submissions to TDOT based on the following review cycles: Preliminary Plans, Preliminary ROW Plans, Final ROW Plans, Preliminary Construction Plans, Revised Construction Plans, and Final Construction Plans. Kimley-Horn will complete up to three (3) revisions to the plans based on TDOT comments. Kimley-Horn will complete up to one (1) revision to the bid book and final opinion of probable cost based on TDOT comments. Upon completion of the Final Construction Plans, Kimley-Horn will resubmit to the Town for final review.

#### *Task 6.7 – Final Sealed Construction Plans for Bidding*

Upon receipt of final comments from TDOT and Notice to Proceed to Construction, Kimley-Horn will finalize the plans, special provisions and material estimates to be incorporated into bidding documents. Kimley-Horn will coordinate with the Town to provide reproducible originals in hard copy and electronic file format to the appropriate personnel for bid document preparation. Kimley-Horn will coordinate with the Town to confirm that plans/ special provisions match procurement procedures. The final design plans will be submitted on one 24" x 36" bond set signed and sealed by a State of Tennessee registered Professional Engineer.

#### **Task 7 – Bid Phase Services**

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist the Town with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. The Town will be responsible for advertising the bid. Kimley-Horn will respond to questions that arise

during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with the Town following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, Awards of Construction Contracts. Kimley-Horn will prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT seeking review and approval to award the contract to the lowest responsive bidder.

### **Task 8 – Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Extension of project limits
- Structural bridge detailed design
- Flood Study
- FEMA Letter of Map Revision (LOMR) or Certified Letter of Map Revision (CLOMR)
- Additional environmental technical studies
- Additional environmental documentation
- Additional survey data
- Mark's Creek Cross section survey
- Re-survey of TDOT survey limits due to inaccuracy
- Utility Plans
- Environmental Permits beyond scope listed above
- Additional Geotechnical Investigation
- Multiple phased design
- Attendance at review meetings and / or public hearings
- Construction Engineering Inspection Services consisting of:
  - Pre-construction Conference
  - Progress Meetings
  - Utility Coordination
  - Change Orders
  - Shop Drawings/Submittals
  - Testing
  - Progress Payments
  - Inspection
  - Payrolls
  - Final Records
- Others as requested by the Town

### **SCHEDULE**

Kimley-Horn will perform these services based on a mutually agreed upon schedule. Upon receipt of the fully executed letter agreement and TDOT Design Phase Notice to Proceed, Kimley-Horn can begin work.

**FEE AND BILLING**

Kimley-Horn will perform the services described in Tasks 1 through 7 for the total lump sum fee below. Individual task amounts are for informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Project Coordination Services	\$6,700
Task 2 – Field Survey and Data Collection	\$4,300
Task 3 – Geotechnical Investigation	\$1,500
Task 4 – Final Civil Engineering Design	\$23,400
Task 5 – Final Structural Design	\$22,100
Task 6 – Pre-Bid Services	\$22,200
Task 7 – Bid Services	\$5,300
<hr/>	
	Total \$85,500

Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary (as allowed by the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects).

Kimley-Horn will perform the services described in Task 8 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 8 will not be performed without authorization from you.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLIENT:

CONSULTANT:

TOWN OF ASHLAND CITY

KIMLEY-HORN AND ASSOCIATES, INC.



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

By: Zachary J. Dufour, P.E.

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

Title: Vice President

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

Date: January 25, 2023

## COMMERCIAL SERVICE AGREEMENT

Piedmont Natural Gas

Revised: December 2021

<b>Regulated Work Type</b>	Install Service Line	<b>Opportunity ID</b>	OP-0159513	<b>Work Order # (IR)</b>		<b>Account #</b>	
<b>Service Address</b>	402 N. Main St.	<b>City</b>	Ashland City	<b>State</b>	TN	<b>Zip</b>	37015
<b>Multi-Meter Manifold</b>	No	<b>Turn-on Date:</b>		<b>Resource Center</b>	Nashville	<b>Premise #</b>	

Piedmont Natural Gas Company, Inc. (hereafter referred to as "Piedmont") and **Town of Ashland City** (or its authorized agent) (hereafter referred to as "Customer") hereby agree as follows:

- Piedmont agrees to install natural gas pipelines and/or related facilities (the "Facilities") necessary for Customer to receive service (the "Work") at **402 N. Main St.** (the "Property") subject to verification of existing facilities and Customer creditworthiness. Customer gives Piedmont permission to verify credit information to determine creditworthiness. Should a deposit be required in order to qualify for service, the amount of **\$0.00** will be paid by Customer. The deposit is subject to applicable rules governing deposits and is separate and independent of any amounts owed by Customer for construction costs or non-compliance as described in Paragraphs 3 and 11 below.
- A reasonable effort will be made to complete this construction on or before the date of **3/24/2023**. Customer understands that circumstances beyond the control of Piedmont such as, without limitations, weather, permits, supplier issues, site conditions, and construction difficulties may result in delays for which the parties agree Piedmont has no liability. Piedmont will make a reasonable attempt to notify Customer if the installation cannot be completed by the date above.
- Customer must pay **\$0.00** toward construction cost of service before Piedmont is obligated to perform the Work including any procurement of materials or further design of the Facilities. This payment is separate and independent of the Non-Compliance Charge described in Paragraph 11 and will be payable by Customer regardless of the applicability of any Non-Compliance Charge. If construction costs are higher than originally estimated at the time this Agreement is executed for any reason, Piedmont reserves the right to terminate this Agreement with no liability to Customer or negotiate with Customer the difference in cost. Piedmont will construct the service line to the nearest feasible point of the structure as determined by Piedmont. Approximate total length of service: **50 feet**.
- All natural gas piping and related facilities up to and including the meter remain the property of Piedmont. Piedmont reserves the right to perform taps into each service line to provide service to adjacent properties if needed at a future date.
- Piping and related facilities beyond the meter is the property and responsibility of Customer. Customer understands and agrees that it must ensure its piping, related facilities and area used to accommodate Piedmont's Facilities satisfy all applicable Piedmont requirements, laws and regulations, building codes, and inspection and testing requirements, if any (the "Customer Obligations"). Piedmont strongly recommends that Customer utilize a licensed, qualified contractor or technician to perform any necessary or recommended work on its facilities and ensure compliance with the Customer Obligations prior to the date on which Piedmont intends to commence Work. Customer may call Piedmont at **615 872-2349** to receive information regarding the applicable Customer Obligations. Piedmont reserves the right to not begin Work or initiate service until those portions of the Customer Obligations necessary to safely and effectively begin Work or initiate service are met.
- Customer represents and warrants that either (1) Customer owns the Property and grants Piedmont a right-of-way on the Property for the purposes of installing and servicing the Facilities and performing related activities, including a right of access to the Facilities for Piedmont's agents, employees, and contractors, or (2) Customer is a lessee of the Property and is responsible for obtaining the Property owner's written consent for the Work using a form provided by Piedmont upon request.
- Customer agrees to take reasonable and prudent measures to protect the Facilities both during performance of and following

completion of the Work. Customer shall notify Piedmont prior to any concurrent or future construction activity that might encroach upon an area which is within two and one-half (2 ½) feet in any direction of the location of the Facilities (such as building, paving or additions over the Facilities). Such construction activities may necessitate the relocation of the Facilities at Customer's expense in Piedmont's sole discretion.

8. Privately owned underground structures such as, without limitation, septic and fuel tanks, utility lines, drainage facilities, sprinkler systems, underground fencing, etc. cannot normally be located by Piedmont or its contractors prior to excavation. The location of these facilities must be marked by Customer both on a sketch and in the physical area of the installation. Customer agrees that neither Piedmont nor its employees, agents, or contractors shall be responsible for any damage or personal injury to Customer or its employees, agents, contractors, or invitees or to their real or personal property resulting from such facilities being unmarked or incorrectly marked.
9. Customer understands and agrees that any Work and gas service provided by Piedmont is subject to Piedmont's Tariffs and Service Regulations currently on file with the applicable regulatory authorities, to any related orders by the applicable regulatory authorities, to Piedmont policies and approval processes, and to all other governing laws, rules, and regulations.
10. Any contamination, pollutant, or hazardous substance on the Property (collectively, "Contamination") that is known to or suspected by Customer shall be disclosed to Piedmont prior to commencement of the Work. Piedmont shall have the right to cease work if undisclosed Contamination is discovered. Customer shall indemnify, defend and hold harmless Piedmont, its parent(s), affiliates, successors and assigns and their respective officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") from and against any and all claims, actions, expenses (including, without limitation, reasonable attorneys' and consultants' fees), liabilities, damages, and losses (collectively, the "Damages") incurred by or asserted against any of the Indemnified Parties arising out of Contamination on the Property, except to the extent the Damages are caused by the negligence of the Indemnified Parties. Customer shall also be responsible for all additional and reasonable costs incurred by Piedmont to complete the Work or comply with environmental laws which arise out of any Contamination and/or protection of Piedmont's employees, agents, and contractors against exposure to any Contamination. Customer shall reimburse Piedmont for all such costs within thirty (30) days of receiving an invoice.
11. Piedmont agrees to perform the Work based on Customer installing and operating the natural gas equipment shown on this Agreement. If there are any changes to the gas meter pressure or gas load information shown below, Customer shall inform Piedmont promptly. Such changes may result in additional charges and delays in the completion of the Work. Gas usage by the Customer must begin within 9 months of the Work being completed. Should Customer fail to install and operate all of the equipment committed to in this Agreement within such time, Customer agrees to pay **\$1,125.50** for the Facilities installed pursuant to this Agreement (the "Non-Compliance Charge"). If the Non-Compliance Charge is applicable based on the preceding criteria, then it will be in addition to the amount, if any, Customer paid prior to construction as indicated in Paragraph 3. Prior to the completion of the Work, if Customer informs Piedmont that it no longer wishes to install and operate the equipment committed to in this Agreement or Customer is in default of its obligations hereunder after being provided a reasonable cure period by Piedmont, then Piedmont shall be entitled to cease performance of the Work, terminate this Agreement, and charge Customer the Non-Compliance Charge plus all costs incurred or committed to being incurred by Piedmont related to performance of the Work in excess of Customer's pre-construction contribution, if any, all in accordance with Piedmont's Commercial Service Guidelines. Any waiver or extension of Customer's obligations under this Paragraph 11, including reduction to the Non-Compliance Charge or other costs owed by Customer, will be in Piedmont's sole discretion and must be in writing.
12. Customer shall indemnify, defend and hold harmless the Indemnified Parties from and against any Damages incurred by or asserted against the Indemnified Parties in connection with or related to this Agreement, by reason of the death of or bodily injury to any person, or the destruction of or damage to any property, real or personal, arising out of the acts or omissions of the Customer or its employees, contractors, agents, or invitees, except to the extent caused by the negligence of Piedmont or its employees, agents or contractors.
13. Customer represents and warrants that it maintains adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or approved program of self-insurance, and any other insurance required by law.
14. This Agreement benefits and is binding upon Customer's heirs, successors, and assigns. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of Piedmont. If the equipment to which Customer has committed under this Agreement is not yet being operated upon the sale of the Property, then Customer agrees to notify Piedmont of any sale of the Property and to notify any purchaser of the Property about this Agreement. All of Customer's obligations shall survive any sale of the Property unless and until a subsequent purchaser assumes Customer's full obligations under this Agreement in writing in a form reasonably acceptable to Piedmont.



15. If any provision of this agreement is found to be invalid, illegal or unenforceable in any jurisdiction, for any reason, all other provisions hereof will remain in full force and effect. All terms of this Agreement, that would by their nature, including, without limitation, those providing for indemnification or termination costs shall survive the termination or expiration of the Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to conflict of law principles. No amendment to this Agreement will be effective unless in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties concerning the matters covered herein and supersedes all prior or contemporaneous oral or written agreements and/or understandings. Customer warrants and represents that the execution and performance of this Agreement will not cause it to violate any laws, ordinances, covenants, or provisions, of any mortgage, lease, or other agreement binding on it. Electronic signatures and transmission (such as pdf) shall be as effective as if originals, and this Agreement may be signed in counterparts, the sum of which constitutes a single document.

**Legal Name of Customer**

**Signature:**

**Print Name:**

**Title:**

<b>Company / Customer Name: (Name for billing)</b>	Town of Ashland City				
<b>Additional Company Name:</b>					
<b>Project / Service Address:</b>	402 N. Main St.		<b>Suite/ Apt #:</b>		
<b>City</b>	Ashland City	<b>State</b>	TN	<b>Zip Code</b>	37015
<b>Billing Address</b>	PO Box 36				
<b>City</b>	Ashland City	<b>State</b>	Tennessee	<b>Zip Code</b>	37015
<b>Previous Address</b>					
<b>City</b>		<b>State</b>		<b>Zip Code</b>	
<b>Date Credit Verified</b>		<b>Date Ownership Verified</b>		<b>Consent of Owner Required?</b>	No
<b>Deposit Status</b>	3-Good Pay History	<b>Deposit Amount</b>	\$0.00	<b>CIAC Amount</b>	\$0.00
<b>Owner Name (Printed)</b>			<b>Owner's Email</b>		
<b>Owner's Address</b>			<b>Owner Phone #</b>		
<b>City</b>		<b>State</b>		<b>Zip Code</b>	
<b>Site Contact Name</b>	Walker, Chuck		<b>Site Contact Email</b>	cwalker@ashlandcitytn.gov	
<b>Business Phone</b>			<b>Mobile Phone</b>	(615) 533-8357	
<b>Customer Name (Printed)</b>					
<b>Customer Signature</b>			<b>Date</b>		
<b>Customer Email (Executed agreement sent to this address)</b>					
<b>Piedmont Representative</b>	Brown, Matt		<b>Date</b>	2/1/2023	

# COMMERCIAL REQUEST FORM

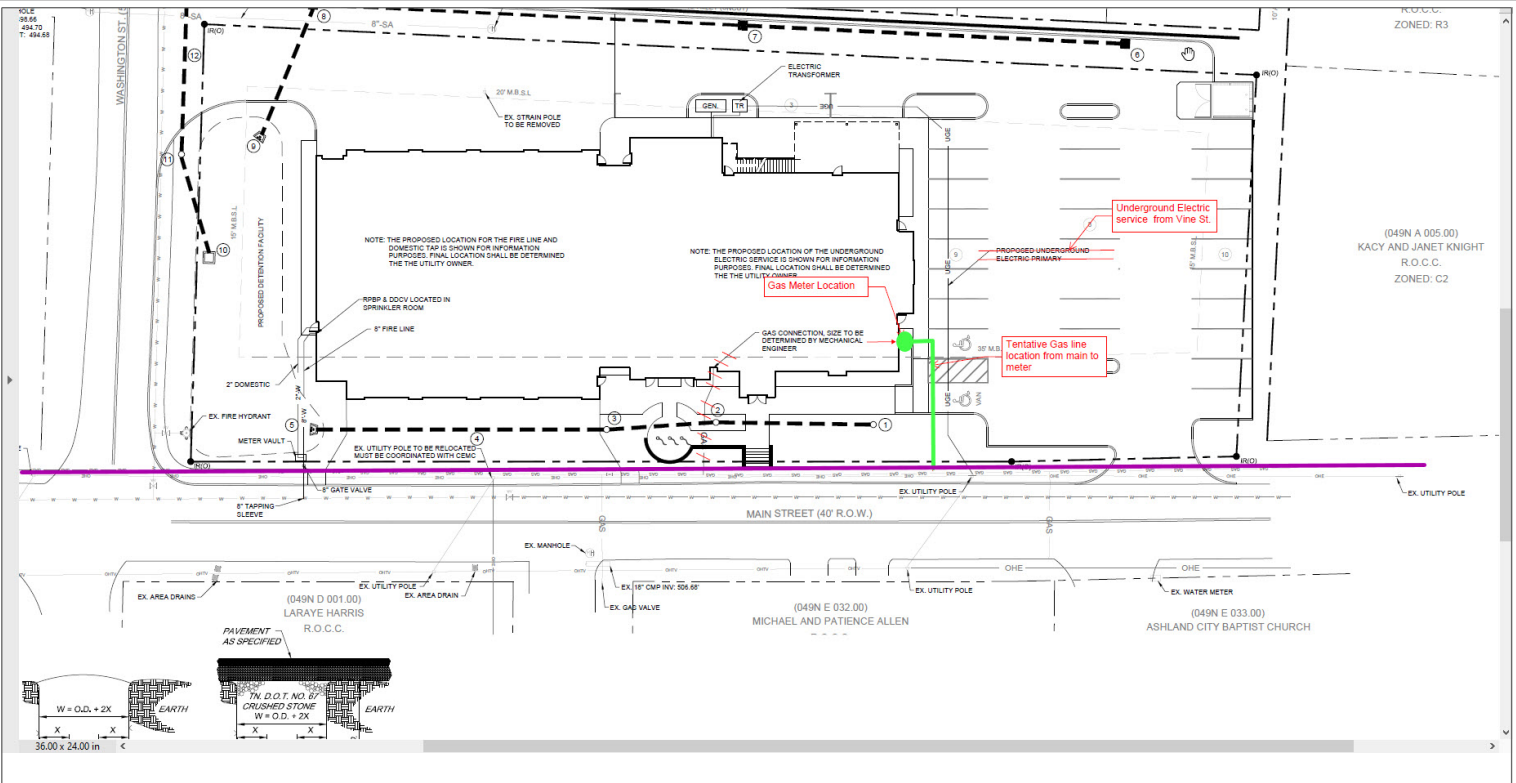
**Special Instructions**

Check & indicate location of all underground structures that exist at this site on the sketch below:

<b>Invisible Fence</b>	No	<b>Well / Water Line</b>	No	<b>Fuel Lines</b>	No	<b>Sprinkler System</b>	No
<b>Septic Tank / Drain Field</b>	No	<b>Cable / Phone Lines</b>	No	<b>Other (Describe)</b>			

## SITE SKETCH

(Indicate Street and Cross-Street Reference)



<b>Riser and Meter Location Approved by Customer</b>		<b>Date</b>	
<b>Service Footage</b>	50	<b>Service Size</b>	1.25 inch
<b>Length of Service</b>	50 X	<b>Non-Compliance State</b>	\$22.51
<b>Dirt Bore:</b>	0	<b>Rock Bore:</b>	0
<b>Non-Compliance Charge</b>	= \$1125.50		

## SERVICE INFORMATION

Building #	Riser #	Tenant	Unit of Measure	Commercial Structure Type	Total Capacity	Pressure
			CFH	Civic Organization or Church - Basic Structure	2,420	2 psi

<b>Quantity</b>	<b>Appliance Description</b>	<b>Capacity</b>	<b>End Use</b>	<b>Total Appliance Load</b>
1	Unknown	2,420	Heating	2,420

**RESOLUTION NO. 2023-**

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

**WHEREAS**, the City Council for the Town of Ashland City has previously adopted resolution 2022-32 establishing a Wage and Salary Policy; and

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

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

Attest:

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

\_\_\_\_\_  
City Recorder Alicia Martin, CMFO



**EXHIBIT II**  
**Town of Ashland City Pay Table**

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
10	Public Utilities/Public Works Director		\$73,600	\$86,589	\$111,483
9	City Recorder	Fire Chief	\$65,862	\$77,484	\$95,771
	Police Chief	Financial Director			
8	Deputy Fire Chief	Court Clerk	\$58,937	\$69,338	\$89,273
	Assistant Police Chief	Parks Director			
	Building/Codes Official	Senior Center Director			
	Public Utilities/Public Works Assistant Director				
7	Fire Marshal	Water/Wastewater Plant Chief Operator	\$52,740	\$62,047	\$79,886
	Police Detective	Fire Department Captain			
	Building Inspector				
6	Building Codes Officer	Executive Assistant	\$47,194	\$55,524	\$68,627
	Utility/Street Maintenance Supervisor	Human Resource Specialist			
	Water/Wastewater Plant Operator III	Police Sergeant			
	IT Specialist	Firefighter II/Acting Fire Inspector			
5	Accounting Clerk II	Police Corporal	\$42,234	\$49,685	\$61,411
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Police Officer (Certified)			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$37,791	\$44,462	\$54,955
	Administrative Assistant (IT/Building and Codes)	Senior Equipment Operator			
	Park Maintenance	Mechanic I			
	Assistant Senior Center Director	Accounting Clerk I			
	Water Distribution/Wastewater Collection Specialist	Police Officer (No Cert)			
	Firefighter I				
3	Water/Wastewater Distribution/Collections Assistant	Deputy Court Clerk I	\$33,818	\$39,786	\$49,177
	Water/Wastewater Plant Operator I (no license)	Police Clerk			
	Senior Center Program Coordinator	Streets Maintenance Assistant			
2	Senior Center Activities Coordinator	Staff Assistant	\$30,263	\$35,602	\$44,005
	Judicial Commissioner	Reserve Officer			
	Part-time Firefighter				
1	Janitor		\$24,234	\$28,509	\$35,238
0	Reserve Officer	Farmers Market Manager			

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

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$1,225,000 TO FINANCE THE CONSTRUCTION, IMPROVEMENT, REPAIR, RENOVATION AND EQUIPPING OF A FIRE HALL AND RELATED COSTS AND TO PAY THE COSTS INCIDENT TO THE SALE AND ISSUANCE OF THE BONDS.

BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee (the "Municipality") that for the purpose of financing the construction, improvement, repair, renovation and equipping of a fire hall and related costs and payment of the costs incident to the sale and issuance of the bonds, the Municipality shall issue bonds in a par amount not to exceed \$1,225,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by Tennessee law, and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council that the City Recorder is hereby directed to cause this initial resolution to be published once in full in a newspaper having a general circulation in the Municipality, together with the following statutory notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder protesting the issuance of the bonds, such bonds may be issued as proposed.

BE IT FURTHER RESOLVED by the City Council of the Municipality that this initial resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

ADOPTED AND APPROVED this 14<sup>th</sup> day of February, 2023

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Mayor

ATTEST:

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City Recorder

(SEAL)

STATE OF TENNESSEE )

COUNTY OF CHEATHAM )

I, Alicia Martin, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its February 14, 2023 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 14<sup>th</sup> day of February, 2023.

---

City Recorder

(SEAL)

34189268.1



A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$1,225,000 OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES.

WHEREAS, the City Council of the Town of Ashland City, Tennessee (the “Municipality”) has determined that it is necessary and advisable to authorize the issuance of general obligation bonds of the Municipality for the purpose of financing the construction, improvement, repair, renovation and equipping of a fire hall and related costs and payment of the costs incident to the sale and issuance of the bonds; and

WHEREAS, the City Council adopted an Initial Resolution authorizing the bonds described herein on the date hereof (the “Initial Resolution”); and

WHEREAS, the United States Department of Agriculture, acting through Rural Housing Service (“Rural Development”), has issued to the Municipality its Letter of Conditions dated May 27, 2021, as amended on August 15, 2022, and as may be further amended (the “Letter of Conditions”), in which it has agreed to purchase bonds on terms and conditions favorable to the Municipality and its citizens; and

WHEREAS, the City Council wishes to authorize the issuance, sale and payment of the bonds, the issuance of bond anticipation notes prior to the issuance of the bonds and the levy of taxes to pay the bonds and notes;

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

**Section 1. Authority.** The bonds and notes authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

**Section 2. Definitions.** In addition to the capitalized terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) “Bonds” shall mean the not to exceed \$1,225,000 General Obligation Bonds of the Municipality, authorized to be issued by this resolution.
- (b) “Fiscal Year” shall mean the Municipality’s fiscal year.
- (c) “Governing Body” shall mean the City Council of the Municipality.
- (d) “Notes” shall mean the bond anticipation notes authorized to be issued by this Resolution.
- (e) “Projects” shall mean the construction, improvement, repair, renovation and equipping of a fire hall and costs related to the foregoing.

**Section 3. Authorization of Terms and Sale of the Bond.**

(a) **General Terms.** The Governing Body hereby authorizes the issuance of bonds of the Municipality in an aggregate principal amount up to \$1,225,000 (the “Bonds”). The Bonds may be issued as a single bond or in multiple emissions. The Bonds shall be issued to Rural Development in exchange for the payment of a price equal to 100% of the par amount thereof.

- 1) The Bonds shall be issued to:
  - a) finance the costs of the Projects (including any reimbursement thereof);
  - b) retire the principal of and, with the consent of Rural Development, interest on the Notes; and
  - c) pay costs of sale and issuance of the Bonds.

2) Each Bond shall be known as a “General Obligation Bond” or such other name as may be selected by the Mayor. A series designation indicating the year of issuance and such other distinctions as may be directed by the Mayor shall be added to the name of each Bond.

3) Each Bond shall be dated the date of its delivery.

4) Each Bond shall bear interest at a rate not to exceed 3.25% per annum and shall be payable in not more than 40 equal annual installments of principal and interest in an amount sufficient to fully amortize the Bond over the period of such installments. The annual principal and interest payment on the Bonds at the maximum term, par amount and interest rate is \$55,162. The first installment of debt service on each Bond shall be due and payable one year following the date of its issuance, but in no event later than the 28<sup>th</sup> day of the month of such first payment, and all subsequent installments shall be due and payable on the same day of each year thereafter. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. All payments of principal and interest on each Bond shall be made directly to the registered owner thereof at its address shown on the bond registration records of the Municipality, without, except for final payment, the presentation or surrender of such Bond, and all such payments shall discharge the obligation of the Municipality in respect of such Bond to the extent of the payments so made. The records of the owner of each Bond shall be conclusively presumed to be correct with respect to amounts of payments made and outstanding principal balance. Upon final payment, each Bond shall be submitted to the City Recorder of the Municipality, as bond registrar, for cancellation.

(b) The Mayor is hereby authorized to cause the Bonds to be issued in a principal amount less than \$1,225,000 if it is determined that the full amount of the Bonds is not needed to pay authorized costs. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Bonds, to execute such certificates and documents and to take such other actions as they shall deem necessary in connection with the sale and delivery of the Bonds.

(c) The Bonds shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Bonds be issued without a prior referendum if a petition signed by at least ten percent of the registered voters in the Municipality is filed protesting the issuance of the Bonds within the statutorily prescribed 20-day period.

(d) The Municipality shall have the right, at its option, to prepay the Bonds or any installment thereof, in whole or in part, at any time, without penalty. Any partial prepayment, after payment of interest, shall be applied to the installments last to become due under the Bonds and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be given to the registered owner of the Bonds not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

(e) The Municipality hereby appoints the City Recorder of the Municipality to act on behalf of the Municipality as registrar and paying agent for the Bonds. The Bonds are transferable by the registered owner thereof, or by its attorney duly authorized in writing, on the registration records of the Municipality, upon presentation of the Bonds to the registrar for transfer with the form of assignment attached thereto completed in full and signed with the name of the registered owner. All transferees shall take the Bonds subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue.

(f) The Bond shall be signed by the Mayor of the Municipality, shall be attested by the City Recorder and shall have impressed thereon the corporate seal of the Municipality.

**Section 4. Authorization of Terms and Sale of Bond Anticipation Notes.**

(a) The Governing Body hereby authorizes the issuance of one or more general obligation bond anticipation notes in the maximum aggregate principal amount equal to the maximum principal amount of the Bonds (the "Notes"). The proceeds of the Notes shall also be used to pay costs of the Projects (including reimbursement thereof), interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and issuance costs of the Notes. Each Note shall be in the form of a fully registered note, without coupons, shall be known as General Obligation Bond Anticipation Note, together with a series designation further identifying the Note, as selected by the Mayor, and shall be dated as of the date of its delivery.

(b) Each Note shall mature not later than two years from its issuance, shall bear interest at a rate not to exceed the maximum rate permitted by applicable law, payable at such time as the Mayor shall designate, and shall be subject to prepayment upon such terms as the Mayor shall designate.

(c) The Mayor shall select the purchaser(s) of the Notes and cause the Notes to be sold to such purchaser(s) at a price of par. In connection therewith, the Mayor is authorized to establish the remaining terms of the Notes, without further action by the Governing Body. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Notes, to execute such certificates and documents and to take such other actions as they shall deem necessary to further evidence the Municipality's obligations under the Notes. The Notes may also be issued to Rural Development, upon the terms otherwise provided herein, in which case the Notes shall also bear the designation of "Interim Certificates of Indebtedness." The purchase price paid by Rural Development for the Bonds shall be reduced by the principal amount of Interim Certificates held by it, including accrued interest thereon, and such Interim Certificates shall be delivered by Rural Development to the Municipality at the time of delivery of the Bonds.

(d) The Notes shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Notes be issued without a prior referendum if a petition signed by at least ten percent of the registered voters of the Municipality is filed protesting the issuance of the Bonds within the prescribed 20-day period.

(e) Pursuant to Section 9-21-505, Tennessee Code Annotated, the approval of the Comptroller's office is not required for the issuance of the Notes because the Bonds will be issued to a federal agency.

(f) The Governing Body hereby approves the renewal and extension of any Notes issued hereunder, without further action of the Governing Body, to the extent such Notes have matured (or are scheduled to mature) and the Bonds have not and will not be issued in time to retire the maturing Notes.

Section 5. Security and Source of Payment of the Bonds and Notes. The Bonds shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on the Bonds, the full faith, credit and resources of the Municipality are hereby irrevocably pledged. The Notes shall be paid from proceeds of the Bonds. In the event such proceeds are unavailable, the Notes shall be secured and payable in exactly the same manner as the Bonds.

Section 6. Form of Bond and Notes. The Notes shall be in the form approved by the Mayor consistent with the terms of this Resolution. Each Bond shall be in substantially the following form, the omissions to be appropriately completed when each Bond is prepared and delivered:

(Form of Bond)

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF CHEATHAM  
TOWN OF ASHLAND CITY  
GENERAL OBLIGATION BOND, SERIES \_\_\_\_\_

R-1

\$\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That the Town of Ashland City, Tennessee (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, or its registered assigns, in the manner and from the sources hereinafter provided, the sum of \$\_\_\_\_\_, with interest on the unpaid balance hereof at the rate of \_\_\_\_\_% per annum from the date hereof until the principal amount hereof shall have been fully paid. This Bond is payable in \_\_\_\_\_ consecutive installments of principal and interest in the amount of \$\_\_\_\_\_ each. The first installment shall be due and payable on \_\_\_\_\_, and all subsequent installments shall be due and payable on \_\_\_\_\_. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. Both principal hereof and interest hereon are payable in lawful money of the United States of America by electronic fund transfer or by check or draft mailed to the registered owner at the address shown on the bond registration records of the Municipality, and such payments shall discharge the obligation of the issuer hereof to the extent of the payments so made. Upon final payment, this Bond shall be submitted to the City Recorder of the Municipality, as Bond Registrar, for cancellation.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Municipality. Any partial prepayment shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be given to the registered owner hereof not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

This Bond shall be transferable by the registered owner hereof, or by its attorney duly authorized in writing, on the registration records of the City Recorder of the Municipality at the office of the City Recorder of the Municipality, upon presentation of the Bond to the registrar for transfer with the form of assignment attached hereto completed in full and signed with the name of the registered owner. All transferees shall take this Bond subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes, and shall not be affected by any notice to the contrary whether or not any payments due on this Bond shall be overdue.

This Bond is issued by the Municipality for the purpose of paying part of the cost of the construction, improvement, repair, renovation and equipping of a fire hall, costs related to the foregoing, and the payment of costs incident to the sale and issuance of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the City Council of the Municipality on the 14<sup>th</sup> day of February, 2023 (the “Resolution”).

This Bond shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on this Bond, the full faith, credit and resources of the Municipality are irrevocably pledged. For a more complete statement of the terms and conditions upon which this Bond is payable, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the above described resolution may be modified, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond exist, have happened, and have been performed in due time, form, and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Town of Ashland City, Tennessee has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

TOWN OF ASHLAND CITY, TENNESSEE

FORM ONLY – DO NOT SIGN  
Mayor

ATTEST:

FORM ONLY – DO NOT SIGN  
City Recorder

(SEAL)

(End of Form of Bond)

**Section 7. Levy of Tax.** The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby

levied a direct annual tax in such amount as may be found necessary each year to pay principal of and interest coming due on the Bonds in said year. Principal of and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent general funds of the Municipality are applied to the payment of debt service on the Bonds.

**Section 8. Remedies of Bond Owners.** Any owner of the Bond may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this resolution, including the levy and collection of ad valorem taxes to meet the obligations of the Municipality under this resolution.

**Section 9. Disposition of the Proceeds of the Notes and Bond.** The proceeds of the sale of the Notes shall be applied directly to the costs authorized herein or deposited with a financial institution regulated by and the deposits of which are insured by the Federal Deposit Insurance Corporation or similar federal agency, in a special fund designated so as to identify it with this resolution (the "Construction Fund") and shall be disbursed solely for the payment of Project costs (including reimbursement thereof), legal, fiscal and engineering costs incident thereto, interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and bond issuance costs. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or in the absence of such statutes, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution.

The proceeds of the Bonds shall be used first, to the extent permitted by Rural Development, to retire any outstanding Notes. To the extent that the proceeds of the Bonds are insufficient to retire the Notes, the Municipality shall apply other funds in an amount sufficient to fully retire the Notes. Any remaining proceeds of the Bonds, together with any grant funds received from Rural Development, shall be applied directly to the costs authorized herein or deposited to the Construction Fund. After the Project has been completed, any unspent Bond proceeds shall be used at the earliest practicable date for the prepayment of the Bonds as herein provided. All funds, including both loan and grant funds, provided by Rural Development for Project costs, but not needed to pay Project costs, will be considered to be Rural Development grant funds and returned to the Government Finance Office. If the amount of unused Rural Development funds exceeds Rural Development grant amount, the excess will be considered to be Rural Development loan funds and used to prepay the Bonds as provided above.

**Section 10. Federal Tax Matters.** Notwithstanding anything herein to the contrary, at the Mayor's discretion, the Bonds and/or the Notes may be issued as either federally tax-exempt or federally taxable obligations. If the Bonds and/or Notes are issued on a federally tax-exempt basis, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds or Notes in a manner that would cause the Bonds or Notes to be subjected to treatment under Section 148 of the Internal Revenue Code ("Code"), and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. If applicable, the Municipality further covenants with the registered owners from time to time of the Bonds and the Notes that it will, throughout the term of the Bonds and Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds and Notes shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds and the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

The Governing Body hereby delegates to the Mayor the authority to designate the Bonds and/or the Notes as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Mayor determines such designation to be advantageous to the Municipality and to the extent the Bonds and/or Notes are not deemed designated as such and may be designated as such.

The Mayor is authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents and adopt such policies and procedures that may be required of or, upon consultation with bond counsel, advisable to the Municipality in order to comply with the provisions of this section.

**Section 11. Reasonably Expected Economic Life.** The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

**Section 12. Resolution a Contract.** The provisions of this resolution shall constitute a contract between the Municipality and the owner(s) of the Bonds and the Notes, and after the issuance of either the Bonds or Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner, except as provided in the following Section, until such time as the Bonds and Notes and interest due thereon shall have been paid in full.

**Section 13. Modification of Resolution.** The terms, covenants and agreements set forth in this resolution may be modified or amended by resolution of the Governing Body, consented to in writing by the owner of the Bonds and, while any Notes are outstanding, the Notes.

**Section 14. Defeasance.** So long as Rural Development is the owner of the Bonds herein authorized, the Municipality shall not issue any bonds or other obligations for the purpose of defeasing or otherwise terminating the lien of the Bonds herein authorized without immediately prepaying the Bonds.

**Section 15. Compliance with Debt Management Policy.** The Governing Body hereby finds that the issuance of the Bonds and the Notes is consistent with the Municipality’s debt management policy.

**Section 16. Separability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section 17. Repeal of Conflicting Resolutions and Effective Date.** All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 14<sup>th</sup> day of February, 2023.

TOWN OF ASHLAND CITY, TENNESSEE

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Mayor

ATTEST:

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City Recorder



STATE OF TENNESSEE        )

COUNTY OF CHEATHAM     )

I, Alicia Martin, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the “Municipality”) and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its February 14, 2023 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 14<sup>th</sup> day of February, 2023.

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City Recorder

(SEAL)

34189267.3

**ORDINANCE #**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A  
BUDGET AMENDMENT FOR THE 22/23 FISCAL YEAR**

**WHEREAS**, the Mayor and Council appropriate \$25,500 in the General Fund for Codes and Technology Department for a new administrative position.

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Codes Department	\$359,027	\$371,777
Technology	\$373,600	\$386,350

1<sup>st</sup> reading \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
City Recorder Alicia Martin, CMFO