



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
October 13, 2020 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Gerald Greer, Lisa Walker, Roger Jackson, Chris Kerrigan

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. [September](#) 8, 2020 Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. City Attorney

OLD BUSINESS:

3. Resolution: Alley Abandonment
4. Resolution: Industrial Access Road Grant
5. Resolution: Use of Force Policy
6. Ordinance: Correction to Rezone Ordinance 471 & 483
7. Ordinance: Amend Title 18

NEW BUSINESS:

8. Mid Cumberland Transportation Agreement
9. Use of Facilities Hold Harmless Agreement
10. Resolution: TCRS Former Employee Buy Back Plan
11. Resolution: TCRS Reduction in Probationary Period
12. Resolution: "Safety Partners" Matching Grant
13. Resolution: Tennessee Department of Health: Healthy Built Environment Grant
14. Resolution and Engagement Letter: Bass, Berry, and Sims Wastewater Treatment Plant
15. Resolution: Authorizing Issuance, Sale, and Payment of \$16,599,000; Authorizing Issuance of Bond Anticipation Notes; and Authorizing the Pledge to Pay the Bonds and Notes.
16. Resolution: Multimodal Access Grant
17. Resolution: Approval of Offer for Purchase of Property
18. Resolution: Accept Resignation of Ward 1 Councilwoman Lisa Walker
19. Ordinance: Rezone Request: R3 to R3-PUD 580 South Main Street - Map 55F H Parcel 4.00
20. Ordinance: Rezone Request: R4-PUD to R-4 Peach/Main Street - Map 49J Parcel 1, 1.01, 4
21. Ordinance: Amending Municipal Floodplain Zoning Ordinance

[22.](#) Budget Amendment #1 FY 2020-2021

SURPLUS PROPERTY NOMINATIONS:

[23.](#) Firearms- Police Department

[24.](#) EZ GO Golf Cart w/Charger- Parks and Recreation

EXPENDITURE REQUESTS:

[25.](#) Bid Award: Road Resurfacing

[26.](#) Bid Award: Shade Structures

[27.](#) Quotes from 3 HVAC companies for heating and cooling units at Riverbluff Park

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
September 08, 2020 6:00 PM
Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:00 p.m. stating, "I am Steve Allen, Mayor for the Town of Ashland City, and I hereby call to order the September 2020 City Council Meeting of the Town of Ashland City. Due to the COVID-19 pandemic, and in accordance with Governor Bill Lee's Executive Order 16, this meeting is being conducted with limited physical public access. The meeting is being made available however to public via live video stream on the Zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the City's citizens in light of the COVID-19 pandemic."

ROLL CALL

PRESENT

Mayor Steve Allen
Vice Mayor Daniel Anderson
Councilman Tim Adkins
Councilman Gerald Greer
Councilman Roger Jackson
Councilman Chris Kerrigan
Councilwoman Lisa Walker
All members reported by electronic means.

PLEDGE AND PRAYER

Mayor stated Chaplain Gains resigned last week and we will skip this item.

APPROVAL OF AGENDA

Ms. Kellie Reed stated Ms. Jennifer Noe has requested the RICOH contract. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the agenda with the addition of the Ricoh Agreement under other. All approved by voice vote.

APPROVAL OF MINUTES

1. August 11, 2020 Council Meeting Minutes
A motion was made by Councilwoman Walker, seconded by Vice Mayor Anderson, to approve the August 11, 2020 Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

None.

REPORTS

2. City Attorney
Ms. Noe stated she doesn't have anything that isn't on the agenda already.

OLD BUSINESS:

3. Budget Amendment #1 FY 2020-2021
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 20/21 FISCAL YEAR. Mayor stated this is for the second and final reading. Councilwoman Walker questioned the \$26,000 for the Veterans Memorial Park funding. Ms. Reed stated they left the amount so the expenditure is covered, but whatever the

cap on the donation is will not be spent. Ms. Noe stated they have two (2) different options to accomplish this and will be meeting with them to ensure they meet the qualifications under the TCA code. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the Budget Amendment Ordinance. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

NEW BUSINESS:

4. US Geological Survey Agreement
Ms. Reed stated this is an annual agreement we do for the depth below the bridge for the river gauge. Chief Walker stated they were out calibrating it today. A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to approve the US Geological Survey Agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker
5. Agreement: City Planner
Ms. Reed stated this is an agreement written by Ms. Noe to utilize services for the city planner from Rick Gregory. Ms. Noe stated Mr. Gregory was a contractor for GNRC, but no longer is working with GNRC. She further discussed an email she received from GNRC today. Chief Walker stated he hates to leave GNRC, but he would prefer to stay with Rick Gregory as he does such a great job for us. Further, we can always go back to GNRC later on. Ms. Noe stated he has been providing services that have not been covered in the interim and either GNRC or the town will need to pay him for the services. A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to approve the City Planner Agreement with the change of it being in effect from September to September. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
6. TDOT Agreement for Traffic Signal Project
Ms. Reed stated this is the permit for the traffic signal. Further, Ms. Noe has taken a look at it. She stated it is fine the way it is and this is the traffic signal for the berm before that is in place. Councilman Jackson stated the by-pass will be closed and we won't be able to do anything. Ms. Noe stated this is a passthrough and it will be closed for a period of time. Chief Walker stated this is a grading permit for TDOT to continue on and the bid has already been awarded. A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to approve the permit with Tennessee Department of Transportation. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilwoman Walker Voting Nay: Councilman Jackson.
7. GNRC Choice Foods Program Pilot Agreement
Ms. Womack explained this is the agreement is actually Care Foods. Further, this came under the CARES act and is for people who qualify to make it possible to give a food box. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the GNRC Care Foods Program Pilot Agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
8. Resolution: Alley Abandonment
Ms. Reed stated they need to do a little more research on this and she requested a deferral. A motion was made by Councilwoman Walker, seconded by Vice Mayor Anderson, to defer this until the next scheduled meeting. All approved by voice vote.
9. Resolution: USDA Loan Resolution for Constructing Wastewater Treatment Plant
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS WASTEWATER TREATMENT SYSTEM FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE. A motion was made by Vice Mayor Anderson, Seconded by Councilman Kerrigan, to

approve the Resolution for USDA Loan for Constructing Wastewater Treatment Plant. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

10. Resolution: Ratification of Private Chapter 56- City Charter

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO RATIFY 111th GENERAL ASSEMBLY PRIVATE CHAPTER 56 AND APPROVE AS THE OFFICIAL CHARTER.

A motion was made by Councilwoman Walker, seconded by Councilman Adkins, to approve the Resolution for Ratification of Private Chapter 56- City Council. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

11. Resolution: Industrial Access Road Grant

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE AUTHORIZING THE MAYOR TO SIGN A PROPOSAL WITH TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. 11950-1510-04, 11950-3510-04, 11950-2510-04.

Ms. Noe stated they have not finished finalizing the plans on this and she would like to ask for a deferral until next month. A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to defer until next month. All approved by voice vote.

12. Resolution: Use of Force Policy

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE APPROVING AND AUTHORIZING THE ASHLAND CITY POLICE DEPARTMENT USE OF FORCE POLICY.

Ms. Noe requested this be deferred until next month in order to give them time to tweak this. Councilman Jackson questioned if this is different from what they had to start with. Ms. Noe stated Governor Lee and the Tennessee Police Chief Association wanted some changes made to all policies based on case law. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to defer until next month's meeting. All approved by voice vote.

13. Ordinance: Correction to Rezone Ordinance 471 & 483

AN ORDINANCE TO AMEND AND CORRECT ORDINANCE 483: AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 1.00 AND 2.00 OF CHEATHAM COUNTY TAX MAP 55E, LOCATED ON BELLSTREET TO THE ZONING DISTRICT RESIDENTIAL PLANNED UNIT DEVELOPMENT (R-4PUD).

Councilman Jackson questioned why it is two (2) different numbers. Ms. Reed confirmed it is two (2) different parcels, but is side by side. A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to approve the Ordinance to amend and correct the rezone ordinance 483. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan, Councilwoman Walker. Voting Nay: Councilman Jackson.

14. Ordinance: Amend Title 18

A motion was made by Councilwoman Walker, seconded by Councilman Kerrigan, to defer this until next month. All approved by voice vote.

15. Mayor's Assistant/HR Position Discussion

Councilwoman Walker questioned the pay grade level three (3). Ms. Reed stated that refers to the Wage and Salary policy pay table with the salary range being thirty thousand two hundred and seventy five yearly up to forty five thousand forty two yearly (\$30,275 - \$45,042). Councilman Adkins questioned if this is part time position. Mayor stated no, but it could be. Councilwoman Walker questioned if a pay grade level three is for part-time. Ms. Reed stated that amount is based on full-time employment. Councilman Jackson questioned if this is going to be used for HR too. Councilwoman Walker stated there are HR duties listed in the job description. Mayor stated most of the HR duties will be through Gayle. Councilwoman Walker questioned what a Title VI Coordinator does. Ms. Reed stated every town has to have a coordinator and it is related to training and taking complaints for civil rights. Vice Mayor Anderson questioned if this is what a City Manager does. Councilman Jackson stated no the City Manager was over the department heads and was a boss. Further, they can do the Title VI

and let the girls in the front office do the rest. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to defer this until the budget meeting for further discussion. All approved by voice vote.

EXPENDITURE REQUESTS:

16. Bid Award: Pour-in-place Rubber Surfacing
Mr. Scott Sampson recommended going with the low bid for this project. A motion was made by Vice Mayor Anderson, seconded by Councilman Jackson, to award the bid to low bidder, Great Southern Recreation. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
17. Bid Award: Road Resurfacing
Mr. Clint Biggers requested this to be rebid and to reject all bids. Councilman Jackson questioned where this is. Mr. Biggers stated there are ten (10) streets that were listed and a portion of the park. Ms. Reed explained this needs to be rebid so that we can place notice in the bid packet in order to allow us to cut streets in order to have it meet our budget needs. A motion was made by Councilman Jackson, seconded by Vice Mayor Anderson, to reject all bids and rebid the project. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.
18. Bid Award: Shade Structures
Mr. Sampson stated no bids were received and he would recommend rebidding this project. A motion was made by Vice Mayor Anderson, seconded by Councilman Jackson, to rebid the project.

OTHER

19. Ricoh Agreement
Ms. Noe stated the council previously approved this and Ricoh had modified the contract. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the RICOH Agreement. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Mayor stated the Batson Street property will be auctioned next Saturday. He further stated there is a lot of interest on the property and questioned if council would like to raise the maximum amount for the auction. Councilman Adkins stated he is good at keeping it as is. Councilwoman Walker stated to keep as is.

Vice Mayor Anderson discussed the zoom meetings and questioned in person meetings.

ADJOURNMENT

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to adjourn the meeting. All approve by voice vote and the meeting adjourned at 6:57 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC



RESOLUTION 2020-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE
AUTHORIZING THE MAYOR TO SIGN A PROPOSAL WITH TENNESSEE
DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. 11950-1510-04,
11950-3510-04, 11950-2510-04**

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
TOWN OF ASHLAND CITY, TENNESSEE** meeting in regular session on this the 8th day of
September, 2020 that the Mayor be authorized to sign a Proposal with the Tennessee Department of
Transportation for the road improvement project.

We, the undersigned City Council members, meeting in Regular Session on this 8th day of September,
2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

P R O P O S A L

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF ASHLAND CITY, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the City of Ashland City, Tennessee, hereinafter “CITY”, designated as Federal Project No. , State Project No. 11950-1510-04,11950-3510-04,11950-2510-04 , that is described as “State Industrial Access Road serving Caymas Boats and Nashville Fabrication Route: SIA”, provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required

for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the

DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking

on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT'S Local

Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal..

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20____.

THE CITY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
CLAY BRIGHT
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

State of Tennessee
Cheatham County

RESOLUTION NO. 2020-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE
APPROVING AND AUTHORIZING THE ASHLAND CITY POLICE
DEPARTMENT USE OF FORCE POLICY**

WHEREAS, the Mayor and Council for the Town of Ashland City wish to amend the Use of Force/Weapons adopt General Order Number 200.07; and,

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, AS FOLLOWS:

Section 1. The attached General Order Number 200.07 regarding the Ashland City Police Department's Use of Force/Weapons policy is hereby approved.

We, the undersigned City Council members, meeting in Regular Session on this 8th day of September, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC



ASHLAND CITY POLICE DEPARTMENT

Ashland City, Tennessee

General Order

No: 200.07

Subject: Use of Force / Weapons	Amends: General Order 200.07 Effective: March 11, 2015	Rescinds: 5.01, 5.02
Reference: TLEA 2.4, A - K	Effective Date:	Review Date:

PURPOSE:

The purpose of this General Order is to provide officers of the Ashland City Police Department with guidelines for the use of deadly and non-deadly force, as well as the handling of authorized firearms, weapons and ammunition both on and off-duty.

This directive is intended for departmental use only as a basis for departmental administrative sanctions. Violations of law shall form the basis for criminal and/or civil sanctions in the proper recognized judicial setting.

POLICY:

It is the policy of the Ashland City Police Department to value and preserve human life and that agency personnel may only use the amount of force which is objectively reasonable to affect lawful duties as provided in T.C.A. 39-11-620, based on the departments Use of Force continuum. Officers are required to be instructed in the agency's Use of Force policy. Only weapons and ammunition authorized by the department will be used by personnel in the performance of their responsibilities while in an on or off-duty capacity.

DEFINITIONS:

Active Resistance - When a subject makes physically evasive movements to interfere with an officer's attempt to control that subject; including, but not limited to, bracing, tensing, pulling away, actual or attempted flight, or pushing.

Chemical Agent - Department approved chemical spray issued to sworn personnel.

Chokehold - Any pressure or constriction to the neck, throat or windpipe that may inhibit breathing.

Deadly / Lethal Force - Force which is likely to cause death or serious bodily injury.

De-escalation - A decrease in the severity of force used in an incident in direct response to a decrease in the level of resistance. De-escalation is also a tactic designed to place officers in a position of advantage when dealing with irrational, unpredictable, or suicidal persons. De-escalation helps officers stay focused and calm during crisis situation to bring chaotic moments to as peaceful a resolution as the suspect will afford without risking the safety of the officer or suspect.

Exigent Circumstances - Those circumstances that would cause a reasonable person to believe that a particular action is necessary to prevent physical harm to an individual, the destruction of relevant evidence, the escape of a suspect, or some other consequence improperly frustrating legitimate law enforcement efforts.

Force - Any physical strike or instrumental contact with a person; any intentional attempted physical strike or instrumental contact that does not take effect; or any significant physical contact that restricts the movement of a person. The term includes the discharge of a firearm, or pointing a firearm at or in the direction of a human being, use of chemical spray, use of impact weapons, use of electronic control weapons (ECW), chokeholds or hard hands, taking of a subject to the ground, or the deployment of a canine. The term does not include escorting or handcuffing a person with minimal or no resistance. Use of force is lawful if it is objectively reasonable under the circumstances to effect an arrest, or protect the officer or other persons.

Force / Threat Continuum - A term used to describe a progressive chain for the prescribed escalation of required necessary force.

Hard Empty Hand Control - The force used to gain control of a subject that include but are not limited to punches, strikes and kicks.

Immediate - Near at hand, near to or related to the present imminent danger.

Imminent - A danger ready to take place, impending danger about to occur, a factual reality not imagined and is believable within the range of known possibility or probability.

Impact Baton - Implement used to overcome subject resistance or to protect self / others from assault or injury.

Neck Restraint / Hold (Also referred to as Vascular Neck Restraint) - Refers to one of the following types of holds: (a) arm-bar control hold, which inhibits breathing by compression of the airway on the neck; (b) carotid restraint hold, which inhibits blood flow by compression of the blood vessels in the neck; (c) lateral vascular neck restraint; (d) a hold with a knee or other object to the back of a prone subject's neck. A neck restraint / hold shall be considered deadly force.

Non-Deadly / Less than Lethal Force - Force which is not likely, nor intended to cause death or serious bodily injury.

Objectively Reasonable - What an officer in the same or similar circumstances would believe based on their knowledge of facts surrounding the event as they existed at the time of the event.

Officer Presence - The mere presence of an officer in uniform denotes command.

Passive Resistance - When a subject does not cooperate with an officer's commands but does not take action to prevent being taken into custody. For example, a protestor who lies down in front of a doorway and must be carried away upon arrest.

Reasonable Belief - The facts or circumstances that an officer knows, or should know, are such as to cause an ordinary and prudent person to act or think in a similar way under similar circumstances.

Serious Bodily Injury - A bodily injury that creates a substantial risk of death, causes serious, personal disfigurement or results in long-term loss or impairment of the functioning of any bodily member or organ.

Soft Empty Hand Control - The force used to gain control of a subject that include but are not limited to grabs, holds and joint locks.

Taser / Electronic Control Weapon - A defensive weapon approved by the department that transmits electrical impulses to override the central nervous system and control the skeletal muscles.

Use of Force Report - An official department report used to document the use of force by the officer(s) who utilized the force.

Verbal Command - Verbal command consisting of communicating clearly and dominantly to mediate, direct or resolve the situation.

Warning Shot - Discharging of a firearm for the purpose of compelling compliance from an individual, but not intended to cause physical injury.

DISCUSSION:

The value of human life is immeasurable in our society. Police officers have been delegated the responsibility to protect life and property and apprehend criminal offenders. The apprehension of criminal offenders and protection of property must, at all times, be subservient to the protection of life. The officer's responsibility for protecting life must include his or her own.

USE OF FORCE:

Officers of the Department are authorized to use only the amount of force necessary to accomplish lawful objectives. (See, *Graham v. Conner*, 490 US 388 (1989)). Force may be used:

1. To effect an arrest or prevent the escape from custody of a person whom the officer reasonably believes has committed an offense. (See TCA 39-11-620)
2. To defend the officer or others from the use, or imminent use, of physical force.
3. To take persons into protective custody when authorized by law, such as persons who are a danger to themselves or others, persons incapacitated by alcohol, and/or runaway children.
4. To prevent someone from committing suicide or inflicting serious physical injury upon themselves.
5. To assist a licensed physician or psychologist in providing necessary medical treatment.
6. To control a situation, and to overcome passive or active resistance to a lawful order.
7. To neutralize an unlawful assault and defend themselves or others from harm.

The authorized use of physical force ends when resistance ceases and/or the officer has accomplished the purpose necessitating the use of force. Justification for the use of force is limited to the facts known or perceived by the officer at the time such force is used, including levels of resistance, suspect's behavioral cues, the number of officers and/or offenders present, and the availability of other options.

Force shall never be used to subject a person to torture and/or other cruel or inhumane or degrading treatment or punishment.

All members who encounter situations in which the possibility of violence or resistance to lawful arrest is present, shall, if possible, attempt to remedy the situation through advice, persuasion or warning. If this attempt fails or circumstances do not permit their use, then the member shall react according to the department's threat continuum policy; that of *utilizing the amount of force which is objectively reasonable to effect lawful duties*. Based on the escalation of events, the member shall first attempt to resolve the incident through the following events. However when circumstances will not allow for the progressive escalation, a member shall use that amount of force reasonably necessary to meet and overcome the threat.

1. Physical presence
2. Verbal command
3. Soft Empty Hand Control

4. Taser / chemical agent
5. Hard Empty Hand Control
6. Impact Weapon
7. Deadly force

PROCEDURES:

A. Non-Deadly Force:

1. Physical presence - The mere presence of an officer in uniform denotes command of the situation and should be utilized before progressive use of non-deadly force.
2. Verbal Command - When mere physical presence does not resolve the situation, verbal command / dialogue will be utilized to clarify information and/or to direct involved individual(s) to resolve the situation. Mediation, advice, and problem solving skills should be utilized to assist in deescalating the situation.
3. Soft Empty Hand Control - If paragraph 1 and 2 of this section fails or circumstances do not permit their use, then the member has the following options. This method involves the member's utilizing various techniques such as (holds, joint locks etc.) to affect control of the resisting subject.
4. Taser - When physical presence, verbal command and physical contact controls have failed to remedy the situation, the member is authorized to utilize the issued Taser to facilitate safe subject control.
 - a. Personnel may use an approved Taser when they are required to use physical force, only if the offender poses a threat to the officer and/or citizens, if the offender is not apprehended.
 - b. The Taser should be aimed at the preferred target area, avoiding the chest, head and groin where possible.
 - c. Prior to carrying a Taser, all department personnel shall successfully complete agency approved training.
 - d. No changes, alterations, modifications or substitutions shall be made to the Taser. All repairs to Tasers or accessories shall be completed by an authorized vendor.
 - e. After a member uses a Taser to take a subject into custody, the member shall:
 - 1) Handcuff the subject to minimize the threat of injury to either the member or the subject.

- 2) Remove the Taser probes at the earliest opportunity. The Taser probes shall only be removed by members who have completed agency approved training in the use of the Taser.
 - a) Taser probes that have struck the face, groin or female breasts shall only be removed by fire/rescue or medical personnel.
 - b) Taser probes that have struck a person's body shall be considered a biological hazard and shall be treated as such.
 - c) The cartridge and probe shall be retained as evidence. The wires shall be wound around the cartridge and the probes inserted back into the cartridge securely. This will prevent the sharp ends from penetrating the evidence container. The cartridge shall be placed in an evidence container or bag sealed and marked as biohazard.
- 3) Visually examine the area struck to determine if an injury was sustained.
 - a) A photograph shall be taken of all significant injuries.
 - b) A Use of Force Report shall be completed and forwarded to supervisory personnel.
- f. The Taser function test shall only be performed by a Taser certified member or instructor. Tasers are not to be handled or activated by unauthorized personnel.
- g. Any discharge other than the function test, either intentional or accidental, shall necessitate the immediate notification of the officer's immediate supervisor. A Use of Force Report and an offense report shall be completed by the involved officer. Reports shall be made in all cases involving the discharge of a Taser.
- h. Before discharging the Taser, the officer should notify other officers on the scene and responding officers so that they are aware that its use is eminent. This should be done by using the word "TASER."
5. Chemical Agents - When physical presence, verbal command and physical contact controls have failed to remedy the situation, the member is authorized to utilize the issued chemical agent to facilitate safe subject control.
 - a. Members shall be issued a chemical agent only after successful completion of a course of instruction in the proper use and carrying of the chemical agent as a defensive means of control.

- b. The defensive chemical agent shall be carried and/or utilized only as issued and authorized, and no changes, alterations, modifications, or substitutions shall be made to the issued chemical agent.
 - c. When utilizing the issued chemical agent, members shall use only that amount of agent which is reasonably necessary to protect themselves, civilians and other law enforcement personnel from physical attack or to overcome actual physical resistance to arrest.
 - d. Decontamination procedures will be followed on subjects in which chemical agents have been deployed.
6. Hard Empty Hand Control - When the aforementioned non-deadly force continuum has failed, these methods involve the member's utilizing various techniques such as punches, strikes and kicks to non-lethal areas of the anatomy.
7. Impact Baton - The impact baton shall be used as defensive equipment and shall be used as the threat to the member or others increases.
- a. Members shall be issued a defensive baton only after successful completion of a course of instruction in the proper use and carrying of the baton as a defensive means of control.
 - b. The impact baton shall be carried and/or utilized only as issued and authorized, and no changes, alterations, modifications, or substitutions shall be made to the issued baton.
 - c. When utilizing the impact baton, members shall use only that amount of force which is objectively reasonable to protect themselves, civilians and other law enforcement personnel from physical attack or to overcome actual physical resistance to arrest.

B. Reporting Requirements:

Anytime a Use of Force Report form is completed a photograph of the defendant shall be made and attached.

- 1. Physical Restraint - When restraining force is used and there is no injury and no allegation of injury, it will not be necessary to make an official report of the Use of Force. Any visible injury or allegation of injury shall require the completion of a Use of Force Report.
- 2. Chemical Force - When a chemical agent is used, a Use of Force Report shall be completed by the officer who utilized the chemical agent and delivered to a supervisor as soon as possible.

3. Taser – Any discharge of a Taser other than the function test shall require the completion of a Use of Force Report. (See Procedures A. 4. of this directive.)
4. Physical Force - When Physical Force is used, the incident shall be reported on a Use of Force Report. Physical force shall be considered the required use of mechanical compliance, hands and feet impact, impact weapon or deadly force. The Use of Force Report shall be completed by the member who utilized force and delivered to a supervisor as soon as possible. Each member present or assisting in the incident requiring physical force shall submit a supplement or statement describing the incident. Photos shall be made to support the use of force incident showing the injury or lack of injury.
5. All juveniles will be photographed when physical force (as noted in 2, 3, and 4 above) is used. The photograph will be attached to the Use of Force Report and follow procedures for review by command staff. Upon review, the report with attached photo will be placed in a file designated only for juvenile Use of Force Reports and secured separately from all adult reports.
6. All agency personnel authorized to carry lethal and less-than-lethal weapons shall be issued copies of and/or be instructed in the department's policies on use of force, discharge of warning shots, use of less-lethal weapons, and the rendering of medical aid after use of force incidents as described in this general order before being authorized to carry a weapon.

C. Supervisor's Responsibility:

1. Physical force - Upon notification of the use of physical force by agency personnel, a supervisor shall initiate an investigation into the incident.
2. The supervisor shall review the Use of Force Report for clarity and content. Any facts not covered in the report will be included on a supplement report. The supervisor will sign the report and forward it to the appropriate personnel.
3. In the absence of discrepancies or additional facts, the supervisor shall sign the report that a supervisory investigation has been conducted and that facts are as stated in the Use of Force Report.
4. The original Use of Force Report shall be forwarded to the Chief of Police through the chain of command as soon as possible. A review of the report will be conducted at each level.

D. Deadly Force:

1. An officer need not retreat or desist from efforts to make a lawful arrest because of active, threatened, or passive resistance. Officers must remain aware that a primary law enforcement responsibility is to protect life and property. An officer is justified in the use of that force which he or she reasonably believes necessary in self-defense or defense of others from bodily harm or to affect an arrest. However, an officer is justified in using deadly force only under the following circumstances:
 - a. Deadly force is permissible only when the officer has reasonable belief that the action is necessary in defense of human life or necessary in the defense of any person in imminent danger of serious bodily injury.
 - b. Deadly force is permissible only when there is an imminent and immediate danger of death or serious bodily injury to the officer or other persons present and that danger is caused by the aggressive actions of the suspect.
 - c. Deadly force is not permissible to stop a non-violent fleeing felon or misdemeanor, or to protect property.
 - d. Shooting at or from a moving vehicle is prohibited in all instances except those circumstances governed by paragraph (b) above.
 - e. Officers shall not fire warning shots.
 - f. The intentional use of a chokehold (See TCA 38-3-121 and TCA 38-8-113) or other method of restraint applied to the neck area of another person is prohibited, unless the use of deadly force is authorized. This includes, but is not limited to: (1) arm bar hold; (2) carotid artery hold; (3) vascular neck restraint; and (4) neck restraint or hold with a knee or other object.
 - g. No distinction shall be made relative to the age of the person who is the intended target of deadly force. Self-defense and an imminent and immediate threat shall be the guidelines for employing deadly force.

Note: See, *Tennessee v. Garner*, 471 U.S.1, 85 (1985.) (Also see TCA 39-11-620): The United States Supreme Court ruled that the use of deadly force to prevent the escape of a suspected felon violates the Fourth Amendment prohibition against unreasonable seizure if used against an apparently unarmed, non-violent suspect (the case involved a burglary suspect). The Supreme Court further stated that deadly force may be used against an offender who has attempted or committed an offense involving the infliction or threatened infliction of great bodily harm. Deadly force may not be used against an unarmed, non-violent, property crime offender. The United States Supreme Court decision went on to state that when an officer is justified in the use of deadly force he will, if feasible, first give a verbal warning. (Example: "Police Officer, Halt").

E. Drawing and Pointing Firearms:

1. Officers are prohibited from drawing and pointing their firearms at or in the direction of a person, absent an objectively reasonable determination that the situation may escalate to the point where deadly force would be authorized under this policy. When it is determined that the use of deadly force is not necessary, officers shall, as soon as practicable, secure or holster their firearms. It is the policy of this department that drawing a firearm and pointing it at a person is considered a use of force and must be documented in a report. Drawing and displaying a firearm does not constitute a use of force incident and does not require a report.

F. Risk to Innocent Person:

1. Officers are prohibited from discharging firearms when it reasonably appears likely that an innocent person may be injured.

G. Duty to Intervene:

1. An officer who directly observes an unreasonable, excessive, or illegal use of force, in violation of the Department's use of force policy and/or state or federal law, shall;
 - a. act to intervene and stop the use of force by another officer; and
 - b. contact a supervisor as soon as practical.
2. An officer who has knowledge of excessive, unreasonable, or illegal use of force against a person shall;
 - a. notify a supervisor; and
 - b. submit a written incident report to a supervisor as soon as practical.
3. Retaliation against any officer who intervenes against excessive use of force, reports misconduct, or cooperates in an internal investigation is prohibited.

H. Shots to Destroy Animals:

1. The killing of an animal is justified under the following circumstances:
 - a. To prevent imminent and immediate harm to the agency member or another.
 - b. A seriously wounded or injured domestic animal may be destroyed only after all attempts have been made to request assistance from the Cheatham

County Animal Control Department. The destruction of vicious animals should be guided by the same rules set forth for self-defense and the defense and safety of others.

- c. A seriously wounded or injured wild animal may be destroyed if the officer believes it would be humane to do so.
2. A Use of Force report is required when an animal is killed.

I. Administrative Relief of Duty (non-disciplinary):

1. In every instance in which any employee uses deadly force and where such use of force results in death or serious bodily injury to another person, the employee shall be immediately relieved of normal duties.
2. Assignment to a relieved-of-duty status shall be administrative (non-disciplinary) with no loss of pay or benefits.
3. Relief from duty with full pay and benefits is intended to address the personal and emotional needs of the employee involved in the use of deadly force and to assure the community that verification of the facts surrounding such incidents are fully and professionally explored.
4. Employees so relieved from duty shall remain on a "relieved-of-duty" status during the initial twenty-four hour period following the incident, after which the employee may be reassigned to duty status at the discretion of the Chief of Police. Employees so relieved from duty shall ensure their availability to investigators until investigation of the incident is concluded.
5. The employee shall not discuss the incident with anyone except the District Attorney General, department personnel assigned to the investigation, the employee's personal attorney, the employee's licensed mental health professional, physician, Critical Incident Stress Debriefing team, the employee's chosen clergy and the employee's immediate family.
6. Upon returning to duty, the employee may be assigned to administrative duty for a period of time deemed appropriate by the Chief of Police.

J. Psychological Services for the Employee:

1. In all cases where an agency member fires on or exchanges gunfire, or any person is injured or killed as a result of firearm discharge by the employee, the involved employee will be required to undergo an emotional debriefing as soon as reasonably possible. Debriefings will be conducted with a department furnished licensed mental health professional. The Department will expend all possible effort to provide personnel with the level of debriefing deemed necessary resulting

from the employee involved event. The purpose of this debriefing will be to allow the employee to express his or her feelings and to deal with the moral, ethical, and psychological after-effects of the incident. The debriefing shall not be related to any department investigation of the incident and nothing discussed in the debriefing will be reported to the department. The debriefing session will remain protected by the privileged Professional Counseling Code of Ethics.

2. The Department will support and assist in additional debriefings at the request of affected personnel. The families of affected personnel may be included in this process. These debriefings may include the Critical Incident Stress Debriefing (C.I.S.D.) process provided through outside sources and may use a peer-counseling format. The primary purpose of the C.I.S.D. is to allow the affected personnel to ventilate emotions, feelings and thoughts of the event and be educated on the effects of the traumatic incident to the involved individual. In all cases where a C.I.S.D. is conducted, a qualified mental health professional will participate and all rules of confidentiality shall apply.

K. Firearms Re-qualification:

1. In all cases where an employee fires or exchanges gun fire, or any person is injured or killed as a result of firearm discharge by a member, the involved employee will be required to re-qualify with his or her weapon prior to returning to on-duty status. The re-qualification shall be accomplished under the direction of a firearms training officer. The purpose for this is to ensure that the employee has no psychological or emotional problems which might make him or her "freeze" when faced with the demand of pulling and firing a weapon in the future. Disposal of an animal will not require requalification.

L. Reporting Use of Deadly Force / Discharging of Firearms Required:

1. Members who intentionally or accidentally discharge a firearm while on duty shall immediately report the incident to their supervisor. If a department issued firearm is discharged intentionally or accidentally while a member is off-duty, he or she must immediately report the incident to the supervisor who is on duty at the time. A Use of Force Report and an offense report shall be completed by the involved employee. This section is not intended to require reports regarding legal hunting activities, firearms training, or practice.
2. Notifications - When the use of deadly force or accidental discharge of a firearm results in personal injury, death or serious property damage, notification shall be made as follows:
 - a. The on duty supervisor shall immediately notify the Deputy Chief and/or Chief of Police.

- b. The Chief of Police or designee shall notify the District Attorney General of the event and determine the need for investigative assistance and/or review.
3. Incidents involving use of deadly force or accidental discharge investigated within the department shall be assigned by the Chief of Police.
4. The investigation results shall be forwarded to the Chief of Police.
5. In shooting incidents resulting from the exercise of poor judgment, where no violations of law or department policies and procedures are involved, the Chief of Police may note the exercise of poor judgment and make recommendations for remedial training or corrective action.

M. Medical Aid:

1. Personnel shall render, or obtain immediate appropriate medical aid, for anyone injured through the use of force, whether the injury is visible or there is a complaint of a non-visible injury. Appropriate medical aid may include increased observation to detect obvious changes in condition, flushing chemical agents from the eyes, applying first aid, evaluation by paramedics, or for more serious or life threatening incidents, immediate aid by medical professionals. If the officer is not able to provide the appropriate level of aid, he/she shall immediately summon medical assistance by contacting communications to advise the nature of the injury and request response by Fire or E.M.S.

N. Training:

1. Annually, all agency personnel authorized to carry weapons shall receive training on the department's use of deadly force policy and any state or federal laws referencing use of force. All personnel will receive training to demonstrate their proficiency with all department approved lethal and less-than lethal weapons (i.e. handgun, shotgun, impact weapon, chemical agents, Taser) the employee is authorized to use.
2. Training shall cover the carrying and use, both on and off-duty, of all weapons the agency has authorized the employee to use.
3. All personnel shall meet the minimum state qualification requirements for P.O.S.T. on any and all firearms they are authorized to carry.
4. The instruction and qualification of all weapons shall be provided by a certified weapons and/or tactics instructor.
5. The coordination, instruction, and documentation of training shall be the responsibility of the Chief of Police or his designee.

6. Only agency personnel demonstrating proficiency in the use of agency authorized weapons shall be approved to carry such weapons. Demonstrated proficiency shall include achieving minimum qualifying scores on a prescribed course, attaining and demonstrating knowledge of the laws and policy on use of force, escalating force and deadly force, and exhibiting safe handling of these weapons.

O. Annual Review of Use of Force Incidents:

1. The Command Staff along with the Department Training Officer will conduct an annual review of the Use of Force Incidents. This review is intended to identify any patterns or trends that could indicate training needs, equipment upgrades, or need for policy modification.

P. Carrying Firearms and Ammunition:

1. Handguns shall be carried in a secure manner, kept fully loaded, clean and in working order at all times while on duty.
2. All members of the department will be issued a Glock Model 22 or Model 23 .40 caliber duty weapon. The department issued Glock 22 is the duty handgun approved for carry by officers assigned to patrol duty. Members assigned to the Criminal Investigations Division or administrative duties may carry any .40 caliber Glock weapon that has been issued by the department or handgun approved by the Chief of Police. Issued weapons shall not be altered or have equipment added without approval from the Chief of Police.
3. The 12 gauge "police type" shotgun will be the only type of shotgun utilized. Such shotguns shall be carried and secured in the appropriate manner while on duty. The weapon will be secured in a locking gun rack or secured in the trunk of the vehicle. The carrying condition of the shotgun while in the vehicle will be magazine loaded to capacity, chamber empty, and safety on.
4. The department issued semi-automatic rifles "AR-15 type" will be the only type of semi-automatic rifles utilized unless authorized by the Chief of Police. Such rifles shall be carried and secured in the appropriate manner while on duty. The weapon will be secured in a locking gun rack or secured in the trunk of the vehicle. The carrying condition of the rifle while in the vehicle will be magazine(s) loaded to capacity, chamber empty, and safety on.
5. Deployment of the rifle or shotgun will be at the discretion of the responding officer. It should be noted that for deployment to occur certain elements must be considered: threat level of the offense, type of crime, number of offenders, civilian density, type of structure and location.
6. Officers are authorized by the Chief of Police to carry a handgun while off duty. Although encouraged, officers are not mandated to do so. All handguns and

ammunition carried off duty shall be approved by the Chief of Police. The handgun must be carried in an attempt as to not be exposed to the public. Officers shall carry the department issued police identification at all times when carrying a firearm off duty. The city approved duty weapon may be carried as an off duty weapon.

7. Secondary or backup weapons are authorized for carry on-duty along with the department issue sidearm. The secondary or backup weapon shall be approved by the Chief of Police. Secondary or backup weapons shall be carried in a secure manner and shall not be visible to the public. The carrying of a secondary or backup weapon will be at the discretion of the individual officer.
8. Only ammunition authorized by the Chief of Police may be carried / utilized.
9. Periodic inspection of authorized weapons may be made by a supervisor for cleanliness and serviceability.
10. It is the responsibility of each officer to maintain security on all department issued weapons when not in use.
11. Handling of weapons in an unsafe or unnecessary manner is prohibited.

REVIEW PROCESS:

The Chief of Police and Accreditation Manager will conduct an annual review of this General Order and will make necessary revisions.

CANCELLATION:

This General Order will remain in force until revoked or revised by competent authority.

Chief of Police

ORDINANCE NO.

AN ORDINANCE TO AMEND AND CORRECT ORDINANCE 483: AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 1.00 AND 2.00 OF CHEATHAM COUNTY TAX MAP 55E, LOCATED ON BELLSTREET TO THE ZONING DISTRICT RESIDENTIAL PLANNED UNIT DEVELOPMENT (R-4PUD)

WHEREAS, the City Council of the Town of Ashland City, Tennessee wishes to make better use of available residential property near the Town Square and promote more compact growth and higher density; and

WHEREAS, a wider variety of uses is anticipated to benefit the city in general; and

WHEREAS, the Ashland City Planning Commission has reviewed and discussed this proposed amendment and voted to recommend its passage to the City Council; and

WHEREAS, this ordinance shall replace the original ordinance number 466 in order to clarify zoning classification.

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Official Zoning Map being a part of the municipal zoning ordinance of Ashland City, Tennessee, be and the same is hereby amended as follows:

By rezoning the hereinafter described area from R-3PUD Medium Density Residential district to R-4PUD Residential Planned Unit Development certain property as described below:

MAP 55E, GROUP B, PARCEL 001.00 AND 002.00 CONTAINING APPROXIMATELY 6.63 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF CHEATHAM COUNTY, TENNESSEE.

The areas to be zoned R-4PUD are marked with a red "X" and shown on the map below.

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

The Ashland City Municipal-Regional Planning Commission recommended this to council on May 1, 2017.

Passed First Reading 9-8-2020

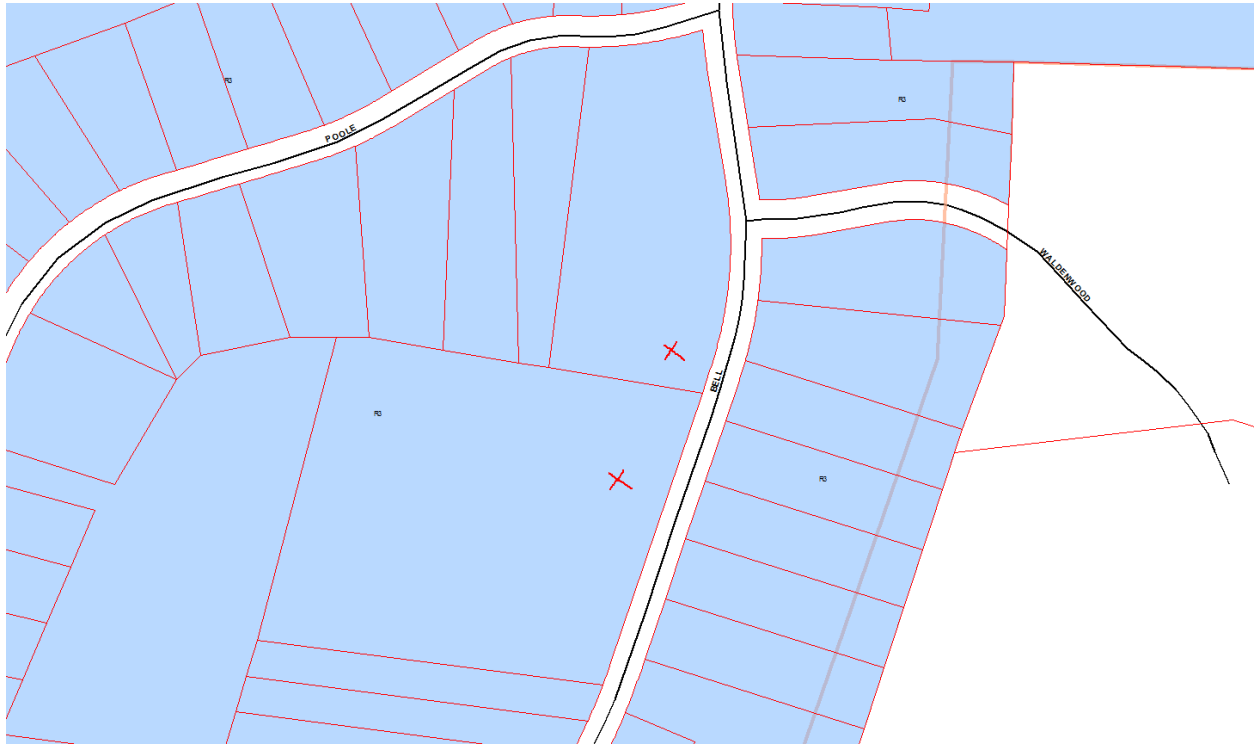
Passed Second Reading 10-13-2020

Date of Public Hearing 10-13-2020

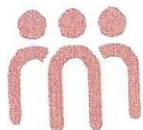
ATTEST:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC



18-308. ~~Owner to provide disposal facilities.~~ Maintenance of Step Pumps and Control Panels. It shall be the duty of the **property** owner of any **non-residential** property upon which ~~facilities~~ **equipment for step pumps and control panels are installed** ~~sanitary sewage or human excreta disposal are required by § 18-102,~~ or the agent of the owner to provide such **maintenance to include pumping of tanks** ~~facilities.~~



MIDCUMBERLAND

Human Resource Agency

CLIENT TRANSPORTATION AGREEMENT

THIS CLIENT TRANSPORTATION AGREEMENT (the "Agreement") is made and entered into effective as of October 15, 2020, by and between Mid-Cumberland Human Resource Agency, Inc. ("Provider") and Senior Center at Ashland City ("Contractor").

RECITALS:

WHEREAS, Contractor needs non-emergent transportation services provided for individuals ("Members") referred to Provider by Contractor originating in Cheatham County (the "Service Area"); and

WHEREAS, Provider provides non-emergent transportation services; and

WHEREAS, Contractor and Provider have determined to enter into an agreement pursuant to which Provider will provide non-emergent transportation services for Members in the Service Area pursuant to the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Term. The initial term shall commence October 15, 2020 and continue through October 14, 2021 unless sooner terminated as herein provided.

2. Duties and Responsibilities of the Parties.

a. Provider shall receive assignments from Contractor for non-emergent standard transport of Members from locations within the Service Area to locations within the Service Area. Provider shall schedule and provide such standard non-emergent transportation for Members, including, when applicable, scheduling return trips for Members transported to medical appointments.

b. Provider may schedule multiple Members per vehicle so long as no Member thereby spends greater than one (1) hour in the vehicle more than such Member would spend on the vehicle if he or she were the only passenger.

c. Each Member assigned to Provider shall be allowed one (1) and only one (1) escort to ride with such Member free of charge. Under no circumstances will Provider be required to provide an escort for any Member.

d. Provider shall make non-emergency transportation services provided under this Agreement to be available to the Senior Center at Ashland City who agrees to pay General Public Fares for their Clients who are transported by MCHRA Public Transit to and/or from the Senior Center at Ashland City after MCHRA's Title IIIB trips have been exhausted per monthly allocations. General Public Fares are \$2.00 per one way trip within the city limits of Ashland City, and are \$3.00 per one way trip within Cheatham County.

e. Provider shall establish, maintain, equip, and properly supervise a base of operations in order to adequately provide transportation services to Members.

f. Provider agrees to be available and adequately staffed to furnish services to Members.

g. Each party hereto shall provide to the other party hereto upon such other party's request a copy of all appeals and complaints received by such party.

h. Provider shall provide annual minimal training requirements to all drivers of vehicles providing transportation under this Agreement, including new driver training and periodic training covering customer service, health and safety issues, legal requirements and other related subjects.

i. Provider agrees that each driver shall meet at a minimum the following requirements:

- (1) Maintain a current DOT certification card where required.
- (2) Hold a valid Tennessee Class D driver license with an F (For Hire) Endorsement or CDL.

j. Provider agrees to the following maintenance requirements:

- (1) Provider shall monitor maintenance and mileage records for each vehicle.
- (2) Provider shall conduct scheduled preventive maintenance program every 5,000 miles.
- (3) Provider shall repair any unscheduled maintenance failure in a timely manner.

k. Provider agrees to the following vehicle requirements:

- (1) The identification of Provider is decaled on each vehicle including name and telephone number.
- (2) Each vehicle is equipped with safety equipment including First Aid Kit, Bio Hazard Kit, Fire Extinguisher, Seat Belt Cutter, Emergency Triangles and Rail Road Crossing Decals.

- (3) Each vehicle is equipped with a communication device, e.g. two-way radio or cell phone.

1. Provider shall ensure that all vehicles, lifts, and other equipment used are maintained at a high level of cleanliness, safety, and mechanical soundness, and any damage to said vehicles, lifts, and/or other equipment shall be repaired promptly and completely.

3. Sub-Contracts. The parties hereby agree that they shall not enter any agreements with other parties to provide the services required to be performed for the other party under this Agreement without the prior written consent of the other party.

4. Payment for Services.

- a. As compensation for the transportation services provided hereunder for each Member, Contractor shall pay Provider at the rates set forth in Exhibit A attached hereto and incorporated herein by reference.

- b. Provider shall submit bills to Contractor on a monthly basis for services provided hereunder. Contractor shall pay Provider all amounts owed within fifteen (15) days of submission of a valid bill by Provider to Contractor.

5. Advertising and Public Relations. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transported patients.

6. Independent Contractor Status. The parties are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

7. No Inducement to Refer. This Section 7 applies only if Contractor is a health care provider. Nothing contained in this Agreement shall require either party to refer any patients to the other party. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and Physician Ownership and Referral Act (commonly known as the Stark Law). The parties intend to comply with as many requirements as practicable of the Safe Harbor relating to compensation payable in personal service arrangements, as set forth in 42 U.S.C. §1320a-7b and as set forth in the "safe harbor" regulations at 42 C.F.R. §1001.952. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

8. Access to Books and Records of Subcontractor. This Section 8 is applicable only if Contractor is a health care provider. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Provider, upon receipt of the express written consent of Contractor, carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Provider agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the parties hereto by virtue of this Agreement.
9. Termination. This Agreement may be terminated immediately for cause upon written notice to the defaulting party. This Agreement may also be terminated at any time, with or without cause, by either party, upon thirty (30) days' advance written notice to the other party. Contractor shall pay Provider all fees due and owing Provider for services provided through the date of termination.
10. Confidentiality. Contractor and Provider agree that the Agreement, and any materials and discussions related to the services provided under this Agreement are strictly confidential and that the parties and their agents, servants, employees, or independent contractors will not disclose the contents of or existence of this Agreement and contents of or existence of any related materials or discussions to any outside third parties, without the written consent of the other party, except as required by Federal and State or local laws, or by order of a court of competent jurisdiction.
11. HIPAA. This Section 11 and Exhibit B is applicable only if Contractor is a "covered entity" as defined by the Privacy Regulations (defined below) and provides PHI (defined below) to Provider. Because Contractor may disclose to Provider individually identifiable health information relating to the assigned Members ("Protected Health Information" or "PHI"), Provider may be deemed to be a business associate of Contractor under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the federal privacy regulations ("Privacy Regulations") set forth at 45 CFR Part 160 and Part 164 and the federal security regulations ("Security Regulations") set forth at 45 CFR Parts 160, 162, and 164. Provider agrees to comply with the HIPAA requirements set forth in Exhibit B and incorporated herein by reference.
12. Non-discrimination. Provider shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors. This Agreement incorporates by reference the contract clauses of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the

Vietnam Era Veterans' Readjustment Assistance Act, as amended, 38 U.S.C. Section 4212.

13. Conflicts of Interest. Contractor and Provider warrant that no part of the total amount of fees paid hereunder shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Contractor or Provider in connection with any work contemplated or performed relative to this Agreement.
14. Nonwaiver. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.
15. Governing Law. The interpretation and enforcement of the Agreement will be governed by the laws of the State of Tennessee, without regard to any conflicts of law provisions contained therein.
16. Assignment. This Agreement may not be assigned in whole or in part without the express written consent of the other party.
17. Invalid Provision. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.
18. Amendment. This Agreement may be amended only by a written agreement signed by the parties hereto.
19. Notice. Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt request and addressed to the party to this Agreement to whom notice is being given.

If to Contractor: Steve Allen, Mayor
c/o Senior Center at Ashland City
104 Ruth Drive
Ashland City, TN 37015

If to Provider: Anna Perry, Transportation Director
Mid-Cumberland Human Resource Agency, Inc.
1101 Kermit Drive; Suite 300
Nashville, TN 37217

With a copy to: Kim Harvey Looney, Esq.
Waller Lansden Dortch & Davis, LLP
Suite 2700
511 Union Street
Nashville, TN 37219

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.
21. Binding Agreement. This Agreement shall be binding upon the successors or assigns of the parties hereto.
22. Authorization for Agreement. The execution and performance of this Agreement by each party has been duly authorized by all necessary laws, resolutions, or corporate actions, and this Agreement constitutes the valid and enforceable obligations of each party in accordance with its terms.
23. Force Majeure. No party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.
24. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any individual or entity not a party to this Agreement.
25. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.
26. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures follow on next page.]

IN WITNESS WHEREOF, Contractor and Provider have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

Contractor:

Senior Center at Ashland City

By: Steve Allen
Title: Mayor of Ashland City

Provider:
**Mid-Cumberland Human Resource Agency,
Inc.**

By: Anna Perry
Title: Transportation Director

EXHIBIT A

COMPENSATION SCHEDULE

	Per Participant Per Authorized One Way Trip Leg
AMBULATORY AND WHEELCHAIR PATIENTS	<p style="text-align: center;"><i>Members Transport</i></p> <p>MCHRA General Public fare rates per person in Service Area *Fares are subject to change with agencies Fare policies.</p>
PERSONAL CARE ATTENDANT	<p>One (1) Personal Care Attendant is allowed at no extra charge.</p>
CANCELLATION & NO SHOWS	<p>Cancellations more than 2 hours prior to scheduled pick-up will incur no charge Cancellations less than 2 hours prior to schedule pick-up will be charged a \$20.00 cancellation/no show fee</p> <p>No shows are defined as scheduled trips where client is not at trip origination address, drivers will wait 5 minutes after arrival prior to leaving before marking trip as a no show. There will be a flat \$20.00 no show fee.</p>

EXHIBIT B

HIPAA REQUIREMENTS

1. **Permitted Uses and Disclosures.** Provider shall not use or disclose any PHI other than as permitted by this Agreement in order to perform Provider's obligations hereunder or as required by law. Provider shall not use or disclose the PHI in any way that would be prohibited if used or disclosed in such a way by Contractor.

2. **Minimum Necessary Information.** Provider shall only request from Contractor, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Provider's responsibilities under this Agreement.

3. **Reporting.** If Provider becomes aware of any use or disclosure of PHI in violation of this Agreement, including any "security incident" as defined by the Security Regulations, Provider shall immediately report such information to Contractor. Provider shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this Agreement or any security incident. Provider shall cooperate with Contractor to mitigate any harm caused by such improper disclosure.

4. **Agents and Subcontractors.** Provider shall require its employees, agents, and subcontractors to agree not to use or disclose PHI in any manner except as specifically allowed herein, and shall take appropriate disciplinary action against any employee or other agent who uses or discloses PHI in violation of this Agreement. Provider shall require any agent or subcontractor that carries out any duties for Provider involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Provider containing provisions substantially identical to the restrictions and conditions set forth in this Section.

5. **Mid-Cumberland Policies, Privacy Practices, and Restrictions.** Provider shall comply with all Contractor notices, policies, and procedures, including updates thereto provided from time to time by Contractor, and shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.

6. **Patient Rights.** Provider acknowledges that the Privacy Regulations require Contractor to provide patients with a number of privacy rights, including (a) the right to inspect PHI within the possession or control of Contractor, its business associates, and their subcontractors, (b) the right to amend such PHI, and (c) the right to obtain an accounting of certain disclosures of their PHI to third parties. Provider shall establish and maintain adequate internal controls and procedures allowing it to readily assist Contractor in complying with patient requests to exercise any patient rights granted by the Privacy Regulations, and shall, at no additional cost to Contractor, immediately comply with all Contractor requests to amend, provide access to, or create an accounting of disclosures of the PHI in the possession of Provider or its agents and subcontractors. If Provider receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Provider shall immediately forward the request to Contractor.

7. **Safeguards.** Provider shall use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement and by Contractor's privacy and security policies, including implementing security processes for the protection of electronic PHI during transmission and storage consistent with the requirements of the Security Regulations.

8. **Disclosure to DHHS.** Provider shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining Contractor's compliance with the Privacy Regulations. Notwithstanding the above, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Contractor or Provider by virtue of this provision.

9. **Termination and Return of PHI.** Notwithstanding anything to the contrary in this Agreement, Contractor may terminate this Agreement immediately if, in Contractor's reasonable opinion, Provider breaches any provision of this Section. Upon termination of this Agreement for any reason, Provider shall, if feasible, return or destroy all PHI received from Contractor or created by Provider on behalf of Contractor. If such return or destruction is not feasible, the parties agree that the requirements of this Section shall survive termination of this Agreement and that Provider shall limit all further uses and disclosures of PHI to those purposes that make the return or destruction of such information infeasible.

**AGREEMENT FOR USE OF CITY PROPERTY
FOR MOVIE PRODUCTION**

This Agreement entered into as of the date of the respective signatures of the representatives of the entities hereinafter names, by and between the Town of Ashland City, Tennessee, a Municipal Corporation, hereafter referred to as the “Town” and Outside Our Means, hereafter referred to as “PRODUCTION COMPANY”.

WITNESSETH:

In consideration of Town allowing Production company to conduct certain special events and activities upon property owned by the Town, specifically filming for movie production and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Production Company is hereby allowed the right to lease and use the space owned by the Town and located at the Ashland City Police Department whose physical address is 233 Tennessee Waltz Parkway; Ashland City, TN 37015 during the dates of October 31, 2020 through November 1, 2020. Production company shall only use said facilities after the hours of 4:30 pm and before the hours of 8:00 am. Production company acknowledges that this is an active police station and as such shall work around any activities may be occurring onsite at the police station; therefore, all filming and use of the facilities shall be after office hours. Production Company shall inform the Town of all hours of operation at least 24 hours in advance. Production Company’s contact with the Town shall be Chief of Police, Kenny Ray or his designee. Chief Ray shall identify certain areas of the police station that are not accessible due to the sensitivity of evidence of items in these locations which shall be honored by Production Company in which they will not have any contact within these areas. Any information that production company may become aware of by the use of the facilities is hereby protected information and shall not be release by Production Company without the prior written approval of the Town.
2. The Town shall have an officer on site at all times during the use of the building by the Production Company. The Production Company shall be liable for the cost of the officer to be present during filming. This shall be at a cost of \$40.00 an hour per officer’s time at the location. Only one officer shall be required for attendance during the filming and usage of the building.
3. All signs, uniforms, or any other information that identifies the Town shall not be used in the production of the movie and any identifying items of the Town including but not limited to the Town seal shall be blacked out or otherwise modified for the protection of the Town.
4. Production company does hereby agree to indemnify and hold harmless the Town for and from any and all claims of every nature whatsoever for personal injury and damages to property, for and from occurrences upon property owned by the Town arising out of participation in the Event Sponsor sanctioned activities.
5. Production company further agrees to procure and to cause to remain in full force and effect adequate liability insurance coverage regarding filming on Town property, said liability

insurance to be in the minimum amount of \$1,000,000 per occurrence. Same shall provide that the Town be an additional named insured thereunder. Event sponsors shall cause to be furnished to the Town a Certificate of Insurance in compliance with above stated requirements.

6. Production company further agrees that in conducting its activities on property of the Town that it shall for itself, its agents, employees and participants at all times be subject to and adhere to all rules and regulations of the Town, and all Ordinances of the Town and State.
7. Production company further agrees that as it shall require all vendors and corporate sponsors to execute waivers wherein all rights of action or claims against the Town for injuries or damages sustained by any participant in activities conducted on Town property shall be waived.
8. If applicable, the Production company shall be responsible for obtaining authorization for performances of copyrighted musical works and other material and shall be responsible for ensuring the entertainers have obtained the proper and necessary authorization to perform the necessary license agreements. Production company shall defend, indemnify and save the Town harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works. Production company shall be responsible for obtaining, at its sole cost, the necessary license agreements. Production company shall defend, indemnify, and save the Town harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works by entertainers at, during an/or in conjunction with this event.
10. In the event any action is brought against the Town by any person for injuries or damages occasioned upon Town property and/or resulting from this special event, in addition to the provisions hereinabove set forth, Production company agrees to be liable for and indemnify the Town from any and all expenses incurred by the Town in defending said action and to pay all costs and/or judgments which ultimately might be assessed or adjudged against the Town which are in excess of the liability insurance coverage hereinabove provided. In addition, Production company will name the Town of Ashland City as an additional insured on their liability policy and a certificate of the policy will be provided to the Town.
11. Production company shall ensure that the property of the Town shall be returned to the Town in the same condition as it was prior to the usage of the production company including the removal of all trash. Production company shall be solely liable for any property damage caused to the property during their time of usage of the property.

WITNESS OUR HANDS for effective date of October 13, 2020.

TOWN OF ASHLAND CITY, TENNESSEE

PRODUCTION COMPANY

Mayor Steve Allen

Kyler Wilson

RESOLUTION 2020-

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY TO ALLOW PURCHASE OF SERVICE LOST DURING A REQUIRED PROBATIONARY PERIOD FOR EMPLOYEES OF A POLITICAL SUBDIVISION PARTICIPATING IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTERS 34-37.

WHEREAS, Tennessee Code Annotated, Section 8-34-612(b) allows (i) any current member of the Tennessee Consolidated Retirement System ("TCRS") who is employed in a full-time position by a political subdivision participating in TCRS, and (ii) who was required by policy to wait for a period not exceeding six (6) months prior to participating in TCRS to establish retirement credit in TCRS for full-time service rendered to the political subdivision during the waiting period, provided the following conditions are met:

- (1) The chief governing body of the political subdivision passes a resolution authorizing the service credit and accepting the employer liability for the credit; and
(2) The member makes a lump sum payment equal to the employee contributions the member would have made had the member been a member of TCRS during the period claimed; and

WHEREAS, all liabilities resulting from this Resolution shall be the responsibility of the political subdivision and not the State of Tennessee.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the Town of Ashland City hereby authorizes its employees to purchase lost retirement credit during a required probationary period pursuant to Tennessee Code Annotated, Section 8-34-612(b), and accepts the employer liability therefore.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of October, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____ Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

STATE OF TENNESSEE
COUNTY OF CHEATHAM

I, Kellie Reed, City Recorder of the Governing Body of the Political Subdivision do hereby certify that this is a true and exact copy of the foregoing resolution that was approved and adopted in accordance with applicable law at a meeting held on the 13th day of October, 2020, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the Political Subdivision.

City Recorder Kellie Reed CMFO, CMC

**Tennessee Consolidated
Retirement System**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY TO DISCONTINUE A PERIOD OF TEMPORARY EMPLOYMENT FOR EMPLOYEES OF A POLITICAL SUBDIVISION PARTICIPATING IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM IN ACCORDANCE WITH TITLE 8 SECTION 34 THROUGH 37 OF THE TENNESSEE CODE ANNOTATED.

WHEREAS, the Tennessee Code Annotated Section 8-35-107 allows a political subdivision to establish a non-recoverable period of temporary employment not to exceed six (6) months in duration for all of its employees before they are eligible for membership in said retirement system; and

WHEREAS, the Town of Ashland City wishes to discontinue said temporary employment period for all of its new employees hired after the effective date of this Resolution; now, therefore,

BE IT RESOLVED, that the Mayor and City Council of the Town of Ashland City hereby authorizes a discontinuance of its present temporary employment period for all new employees hired after the effective date of this Resolution.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of October, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

STATE OF TENNESSEE
COUNTY OF CHEATHAM

I, Kellie Reed, City Recorder of the Town of Ashland City, Tennessee do hereby certify that this is a true and exact copy of the foregoing resolution that was approved and adopted at a meeting held on the 13th day of October, 2020, the original of which is on file in this office.

I further certify that _____ members voted in favor of the resolution and that _____ members were present and voting.

IN WITNESS THEREOF, I have hereunto set my hand, and the seal of the Town of Ashland City.

City Recorder Kellie Reed CMFO, CMC

RESOLUTION NO. 2020-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE POOL'S "SAFETY PARTNERS" MATCHING GRANT PROGRAM

WHEREAS, the safety and well-being of the employees of the Town of Ashland City is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the Town of Ashland City's employees; and

WHEREAS, The Pool seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program; and

WHEREAS, the Town of Ashland City now seeks to participate in this important program.

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 a "Safety Partners" Matching Grant Program through The Pool

SECTION 2: That the Town of Ashland City is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of October, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

RESOLUTION 2020-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN TENNESSEE DEPARTMENT OF HEALTH'S HEALTHY BUILT ENVIRONMENT GRANT FUNDING PROGRAM

WHEREAS, Tennessee Department of Health will fund ongoing project or new community health programs and activities requiring no match money from the applicant; and

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 "*Healthy Built Environment Grant*" reimbursement grant through Tennessee Department of Health.

SECTION 2: That the Town of Ashland City further authorizes Brian Stinson to apply for and manage this grant.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of October, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

RESOLUTION 2020-

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF WATER AND SEWER REVENUE AND TAX BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$16,599,000 TO FINANCE WATER AND SEWER SYSTEM IMPROVEMENTS AND EXTENSIONS AND RELATED COSTS.

BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee (the “Town”) that for the purpose of financing water and sewer system improvements and extensions and related costs, the Town shall issue bonds in a par amount not to exceed \$16,599,000, 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 revenues of the water and sewer system (the “System”), subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System and on a parity and equality of lien with certain other System obligations. In the event of a deficiency in such revenues, such bonds are payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Town.

BE IT FURTHER RESOLVED by the City Council of the Town that the Town Recorder is hereby directed to cause this initial resolution to be published once in full in a newspaper having a general circulation in the Town, 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 Town shall have been filed with the Town Recorder protesting the issuance of the bonds, such bonds may be issued as proposed.

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

ADOPTED AND APPROVED this 13th day of October, 2020.

Mayor

ATTEST:

Town Recorder

(SEAL)

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Kellie Reed, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Ashland City, Tennessee (the "Town") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Town at its October 13, 2020 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 Town, this _____ day of October, 2020.

Town Recorder

(SEAL)
29061838.1

RESOLUTION 2020-

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF \$16,599,000 OF WATER AND SEWER REVENUE AND TAX 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 PLEDGE OF REVENUES OF THE WATER AND SEWER SYSTEM AND THE LEVY OF TAXES TO PAY THE BONDS AND NOTES.

WHEREAS, the City Council of the Town of Ashland City, Tennessee (the “Town”) has determined that it is necessary and advisable to authorize the issuance of water and sewer revenue and tax deficiency bonds of the Town for the purpose of financing water and sewer system improvements and extensions; and

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

WHEREAS, the United States Department of Agriculture, acting through Rural Development (“Rural Development”), has issued to the Town its Letter of Conditions dated August 24, 2020, as amended (the “Letter of Conditions”), in which it has agreed to purchase bonds on terms and conditions favorable to the Town and its citizens; and

WHEREAS, the Town meets the requirements of the provisions of its bond resolution adopted December 11, 2012 (the “2012 Bond Resolution”) for the bonds authorized herein to be payable from the Net Revenues of the System (as defined herein) on a parity and equality of lien with the Town’s Water and Sewer Revenue and Tax Refunding Bonds, Series 2012A, authorized by the 2012 Bond Resolution; and

WHEREAS, the City Council wishes to authorize the issuance, sale and payment of bonds, the issuance of bond anticipation notes prior to the issuance of the bonds and the pledge of revenues of the water and sewer system 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 \$16,599,000 Water and Sewer Revenue and Tax Bonds of the Town, authorized to be issued by this resolution.

(b) “Current Expenses” shall mean expenses incurred by the Town in the operation of the System, determined in accordance with generally accepted accounting principles, including the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, but excluding depreciation and payments of principal, premium and interest when due with respect to all bonds, notes or other obligations of the Town.

(c) "Fiscal Year" shall mean the Town's fiscal year.

(d) "Governing Body" shall mean the City Council of the Town.

(e) "Gross Earnings" means all revenues, rentals, earnings and income of the Town from whatever source, determined in accordance with generally accepted accounting principles, including all revenues derived from the operation of the System and all amounts realized from the investment of funds of the System (excluding any investment earnings from construction or improvement funds created for the deposit of bond proceeds pending use, to the extent such income is applied to the purposes for which the bonds were issued, and funds created to defease any outstanding obligations of the Town).

(f) "Net Revenues" shall mean Gross Earnings minus Current Expenses.

(g) "Notes" shall mean the bond anticipation notes authorized to be issued by this Resolution.

(h) "Operation and Maintenance Fund" shall mean the Operation and Maintenance Fund established herein.

(i) "Parity Bonds" shall mean the Town's Water and Sewer Revenue and Tax Refunding Bonds, Series 2012, dated December 21, 2012, authorized by the 2012 Bond Resolution, and any other bonds issued on a parity with the Bond herein authorized in accordance with the restrictive provisions hereof and of the 2012 Bond Resolution.

(j) "Projects" shall mean the public works projects described in the Letter of Conditions, and all capital costs related thereto.

(k) "Revenue Fund" shall mean the revenue fund into which all revenues of the System shall be deposited as provided herein.

(l) "System" shall mean the complete water and sewer system of the Town, including all improvements and extensions made by the Town while the Bond or Parity Bonds remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the water and sewer system, and including all appurtenances, contracts, leases, franchises and other intangibles.

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

(a) **General Terms.** The Governing Body hereby authorizes the issuance of bonds of the Town in an aggregate principal amount up to \$16,599,000 (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 issuing the Bonds.

2) Each Bond shall be known as a “Water and Sewer Revenue and Tax 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 1.500% per annum and shall be payable in not more than 480 equal monthly 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 \$553,752. The first installment of debt service on each Bond shall be due and payable one month following the date of its issuance, but in no event later than the 28th day of the month of such first payment, and all subsequent installments shall be due and payable on the same day of each month 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 Town, without, except for final payment, the presentation or surrender of such Bond, and all such payments shall discharge the obligation of the Town 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 Town Recorder of the Town, as bond registrar, for cancellation.

(b) The Mayor is hereby authorized to cause the Bonds to be issued in a principal amount less than \$16,599,000 if it is determined that the full amount of the Bonds is not needed to pay authorized costs. The Mayor and Town Recorder of the Town 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 Town is filed protesting the issuance of the Bonds within the statutorily prescribed 20-day period.

(d) The Town 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 Town 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 Town hereby appoints the Town Recorder of the Town to act on behalf of the Town 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 Town, 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 Town 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 Town, shall be attested by the Town Recorder and shall have impressed thereon the corporate seal of the Town.

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

(a) The Governing Body hereby authorizes the issuance of one or more revenue and tax deficiency 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 Water and Sewer Revenue and Tax 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 Town Recorder of the Town 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 Town'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 Town 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 Town 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 primarily from and be secured by a pledge of the Net Revenues on a parity and equality of lien with the Parity Bonds. In the event such revenues are insufficient therefor, the Bonds shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Town. For the prompt payment of principal of and interest on the Bonds, the full faith, credit and resources of the Town 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
WATER AND SEWER REVENUE AND TAX BOND, SERIES _____

R-1

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That the Town of Ashland City, Tennessee (the "Town"), 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 Town, 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 Town Recorder of the Town, as Bond Registrar, for cancellation.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Town. 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 Town 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 Town Recorder of the Town at the office of the Town Recorder of the Town, 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 Town 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 Town for the purpose of paying part of the cost of water and sewer system improvements and extensions for the Town 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 Town on the _____ day of _____, _____ (the "Resolution").

This Bond is payable primarily from and secured by a pledge of the income and revenues to be derived from the operation of the water and sewer system of the Town (the "System"), subject only to the

payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System and on a complete parity and equality of lien with the Town's Water and Sewer Revenue and Tax Refunding Bonds, Series 2012A, dated December 21, 2012 and authorized by resolution dated December 11, 2012, and any bonds hereafter issued on a parity therewith. In the event such revenues are insufficient therefor, this Bond shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Town. For the prompt payment of principal of and interest on this Bond, the full faith, credit and resources of the Town are hereby irrevocably pledged. For a more complete statement of the revenues from which and conditions under which this Bond is payable, a statement of the conditions on which obligations may hereafter be issued on a parity with this Bond, 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 Town Recorder under the corporate seal of the Town, all as of this _____ day of _____, ____.

TOWN OF ASHLAND CITY, TENNESSEE

FORM ONLY – DO NOT SIGN
Mayor

ATTEST:

FORM ONLY – DO NOT SIGN
Town Recorder

(SEAL)

(End of Form of Bond)

Section 7. Application of Revenues and Levy of Tax. From and after the delivery of the Bonds hereunder, and as long as the Bonds shall be outstanding and unpaid either as to principal or as to interest, the entire income and revenues of the System shall be deposited, as collected, in the Revenue Fund and used as follows:

(a) Money in the Revenue Fund shall be used first from month to month for the payment of Current Expenses;

(b) The money remaining in the Revenue Fund after payment of Current Expenses shall next be used, if no such fund exists, to fully fund a separate fund to be designated as the Operation and Maintenance Fund which, together with any money already on deposit in said fund, or in any corresponding fund established by the Town, will equal one-fourth (1/4th) of the amount budgeted for Current Expenses for the current Fiscal Year by the Governing Body of the Town; provided, however, that any excess over such amount at the end of any Fiscal Year shall be returned to the Revenue Fund. If in any month the money in the Revenue Fund shall be insufficient to place the required amount in the Operation and Maintenance Fund, the deficiency shall be made up in the following month or months after payment of Current Expenses. Money on hand in the Operation and Maintenance Fund shall be used only for the payment of Current Expenses as the same become due;

(c) The money remaining in the Revenue Fund after the Operation and Maintenance Fund shall have been fully funded shall next be used to pay principal of and interest on the Bonds and Parity Bonds as the same become due; and

(d) Money thereafter remaining in the Revenue Fund may be used to pay principal of and interest on (including reasonable reserves therefor) any bonds payable from the revenues of the System but junior and subordinate in all respects to the Bonds authorized by this resolution, or may be applied to any other legal purpose.

Money on deposit in the Funds described in this Section may be invested in such investments as shall be permitted by Tennessee law. Funds in the accounts established herein may be pooled with each other for investment purposes. Segregated bank accounts need not be maintained for invested funds so long as any accounts and funds are segregated on the books and records of the Town and their use restricted to the purposes set forth herein. All income derived from such investments shall be regarded as revenues of the System and shall be deposited in the Revenue Fund.

The Revenue Fund and the Operation and Maintenance Fund shall be held and maintained by the Town and, when not invested, kept on deposit with a financial institution regulated by and the deposits of which are insured by the Federal Deposit Insurance Corporation, or similar federal agency. All moneys in such Funds so deposited shall at all times be secured to the extent and in the manner required by applicable Tennessee law.

The Town, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Town, in addition to all other taxes authorized by law, sufficient to pay debt service on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be necessary each year to pay debt service coming due on the Bonds in such year. Debt service 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 Town 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 Town, including Net Revenues, are applied to the payment of debt service on the Bonds.

Section 8. Equality of Lien; Prohibition of Prior Lien; Parity Bonds. The Town will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenues of the System having priority over the Bonds herein authorized.

Additional bonds may hereafter be issued on parity with the Bonds herein authorized under the following conditions but not otherwise:

(a) Additional bonds may be issued on a parity with the Bonds herein authorized without regard to the requirements of subsection (b) of this section, but solely for the purpose of completing the Projects; and

(b) Additional bonds may also be issued on a parity with the Bonds herein authorized if the Net Revenues of the System for the fiscal year preceding the issuance of such additional bonds are equal to at least 120% of the average annual requirements for principal and interest on all obligations then outstanding and payable from the revenues of the System together with the proposed Parity Bonds; provided, that the limitations of this subsection (b) may be waived or modified by the written consent of the owner of the Bonds.

Section 9. Charges for Services Supplied by the System. While the Bonds remain outstanding and unpaid, the Town covenants and agrees that it will permit no free service to be furnished to any consumer or user whatsoever, and the charges for all services supplied through the medium of the System to the Town and its residents and to all consumers shall be reasonable and just, taking into account and consideration the cost and value of the System and the cost of maintaining and operating the System, and the proper and necessary allowances for the depreciation thereof, and the amounts necessary for the payment of principal of and interest on the Bonds payable from such revenues, and there shall be charged against all users of the services of the System such rates and amounts as shall be fully adequate to meet the requirements of this resolution.

The Town will bill its customers on a monthly basis and will discontinue service to any customer whose bill remains unpaid sixty (60) days following the mailing of such bill, until such bill and penalties shall have been paid in full.

Section 10. Covenants Regarding the Operation of the System. The Town hereby covenants and agrees with the owners of the Bonds so long as the Bonds are outstanding:

(a) That the Town will maintain the System in good condition in an efficient manner and at reasonable cost;

(b) That the Town will maintain insurance on the properties of the System for the benefit of the owner of the Bonds of a kind and in an amount which would normally be carried by private companies engaged in a similar type of business. The proceeds of any such insurance, except public liability insurance, received by the Town shall be used to replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Revenue Fund.

(c) That the Town will cause to be kept proper books and accounts adapted to the System, and will cause the books and accounts to be audited at the end of each Fiscal Year by an independent certified public accountant. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

(1) A statement in detail of the revenues and expenditures of the System and the excess of revenues over expenditures for the Fiscal Year;

(2) A statement showing beginning and ending balances of each Fund described herein;

(3) A balance sheet as of the end of the Fiscal Year;

(4) The accountant's comments regarding the manner in which the Town has carried out the requirements of this resolution and the accountant's recommendations with respect to any change or improvement in the operation of the System;

(5) A list of insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy;

(6) The number and classifications of customer service connections to the System as of the end of the Fiscal Year;

(7) The disposition of any Bond or Parity Bond proceeds during the Fiscal Year.

(8) A statement as to all breaches or defaults hereunder by the Town of which the accountants have knowledge or, in the alternative, a statement that they have no knowledge of any such breach or default.

All expenses incurred in the making of the audits required by this subsection shall be regarded and paid as Current Expenses. The Town further agrees to furnish copies of such audits to the owner of the Bonds within one hundred fifty (150) days after the close of each Fiscal Year. The owner of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Town relating thereto. If the Town fails to provide the audits and reports required by this subsection, the owner of the Bonds may cause such audits and reports to be prepared at the expense of the Town;

(d) That the Town will faithfully and punctually perform all duties with reference to the System required by the constitution and laws of the State of Tennessee, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will apply the revenues of the System to the purposes and funds specified in this resolution;

(e) That the Town will not sell, lease, mortgage, or in any manner dispose of the System, or any part thereof, including any and all extensions and additions that may be made thereto, or any facility necessary for the operation thereof; provided, however, the use of any of the System facilities may at any time be permanently abandoned or any of the System facilities sold at fair market value, provided that:

(1) The Town is in full compliance with all covenants and undertakings in connection with all bonds, notes and other obligations then outstanding and payable from the revenues of the System and any required reserve funds for such bonds, notes and other obligations have been fully established and contributions thereto are current;

(2) Any sale proceeds will be applied either (A) to the purchase or redemption of the Bonds and/or Parity Bonds, (B) to the construction or acquisition of facilities in replacement of the facilities so disposed of or other facilities constituting capital improvements to the System, or (C) the deposit to a replacement fund to be used to make capital improvements to the System; and

(3) The abandonment, sale or disposition is for the purpose of disposing of facilities which are no longer necessary or no longer useful to the operation of the System and the operation of the System or revenue producing capacity of the System is not materially impaired by such abandonment, sale or disposition or any facilities acquired in replacement thereof are of equivalent or greater value.

Nothing herein is intended to prohibit the lease purchase of equipment or facilities of the System hereafter to be put in service.

(f) That, prior to the beginning of each Fiscal Year, the Governing Body of the Town will prepare, or cause to be prepared, and adopt a budget of estimated Gross Earnings, Current Expenses and capital expenditures for the System for the ensuing Fiscal Year, and will undertake to operate the System within such budget to the best of its ability. Copies of such budgets and amendments thereto will be made available to the owner of the Bonds upon request. The Town covenants that Current Expenses and capital expenditures incurred in any Fiscal Year will not exceed the reasonable and necessary amounts therefor and that it will not expend any amounts or incur any obligations in excess of the amounts provided for Current Expenses and capital expenditures in the budget except upon resolution by its Governing Body. It is further covenanted that if the estimated Gross Earnings for the succeeding Fiscal Year shall be insufficient to make all payments and transfers and satisfy all the obligations provided herein, then the Town will promptly revise rates charged to users of the System to provide Gross Earnings sufficient for such purpose;

(g) That each officer of the Town or person other than banks or other financial institutions having custody of funds of the System shall be under fidelity bond coverage at all times in such amount, if and as may be required by state law or by the holder of the Bonds; and

(h) The Town will not construct, finance or grant a franchise for the development or operation of facilities that compete for service with the services to be provided by the System or consent to the provision of any such services in the area currently served by the Town by any other public or private entity and will take all steps necessary and proper, including appropriate legal action to prevent any such entity from providing such service.

Section 11. 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 Town by the provisions of this resolution, including the making and collecting of sufficient rates, the segregation of the income and revenues of the System and proper application thereof, and the levy and collection of ad valorem taxes to meet the obligations of the Town under this resolution.

If any default be made in the payment of principal of or interest on the Bonds or Parity Bonds, then upon the filing of suit by any owner of said bonds or coupons appertaining thereto, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Town with power to charge and collect rates sufficient to provide for the payment of all bonds and obligations outstanding against the System and for the payment of operating expenses, and to apply the income and revenues thereof in conformity with the provisions of this resolution.

Section 12. 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 Town 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 13. Federal Tax Matters. The Bonds are expected to be issued as federally tax-exempt bonds. At the Mayor's discretion, the Notes may be issued as federally tax-exempt obligations. The Town 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 (if applicable) to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Town shall comply with applicable regulations adopted under said Section 148. The Town further covenants with the registered owners from time to time of the Bonds and the Notes (if applicable) 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 (if applicable) 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 Town 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 Bonds and/or Notes are eligible and the Mayor determines such designation to be advantageous to the Town 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 Town, to execute and deliver all such certificates and documents that may be required of the Town in order to comply with the provisions of this section.

Section 14. 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 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Town 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 16. **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 17. **Defeasance.** So long as Rural Development is the owner of the Bonds herein authorized, the Town 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 18. **Compliance with Debt Management Policy.** The Governing Body hereby finds that the issuance of the Bonds and the Notes is consistent with the Town's debt management policy.

Section 19. **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 20. **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 13th day of October, 2020.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor Steve Allen

ATTEST:

Town Recorder Kellie Reed CMFO, CMC

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Kellie Reed, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Ashland City, Tennessee (the "Town") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Town at its October 13, 2020 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 Town, this _____ day of October, 2020.

Town Recorder

(SEAL)
29059537.1

RESOLUTION #2020

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO MAKE AN OFFER TO SWAP PROPERTIES WITH CHEATHAM COUNTY, TENNESSEE TO BE PRESENTED TO THE CHEATHAM COUNTY MAYOR AND COUNTY COMMISSION

WHEREAS, the Town of Ashland City is building a new city hall and will vacate the property where the current City Hall is located which is 101 Court Street, Ashland City and is also known as Tax Map 55C Parcel 2.00 Cheatham County Tennessee; and

WHEREAS, the City upon relocation of City Hall will also vacate any and all interest that they currently have in the alley located between City Hall and the Cheatham County courthouse which has been maintained at least partly by the Town of Ashland City; and

WHEREAS, Cheatham County is interested in purchasing said property to expand and extend their current Sheriff’s Department; and

WHEREAS, both parties have entered into prior negotiations for the purchase of this land; and

WHEREAS, the Town of Ashland City has expressed an interest in property owned by Cheatham County which is located on Tennessee Waltz Parkway which is also known as Tax Map 55, Parcel 13.00; and

WHEREAS, the Town of Ashland City has already purchased a portion of this property for their waste water treatment plant and would like the remainder of the property for expansion of the waste water plant if needed in the future as well as for the use of the Town’s Parks and Recreation system; and

WHEREAS, Cheatham County does not currently have a park system and all parks in the Ashland City area are owned and maintained by the Town of Ashland City for use by all citizens of Cheatham County.

NOW, THEREFORE, BE IT RESOLVED THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE approve swapping of the two properties which is allowed by state law for an even trade with no further compensation. The Mayor and City Council desire by the passing of this resolution that it will be presented to the Mayor and County Commission for Cheatham County for passage and approval. If approved by the County Commission, a contract will be drafted to fully set out all of the terms as agreed upon.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of October, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____ Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

RESOLUTION 2020-

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY TO ACCEPT THE RESIGNATION OF THE OFFICE OF WARD 1 COUNCILWOMAN LISA WALKER

WHEREAS, comes now the Mayor and City Council and does by resolution, pursuant to the Town’s Charter, formally accept the resignation of Lisa Walker from the City Council; and,

WHEREAS, the Council hereby directs that an advertisement be placed in the Town’s paper to solicit applications from citizens to fill the vacancy created by Ms. Walker for the remainder of her term; and

WHEREAS, all applications shall be returned on or before November 6, 2020 by 4:30 pm to be considered for appointment at the regularly scheduled November City Council Meeting.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Town hereby accepts Councilwoman Lisa Walker’s resignation and hereby thanks her for service.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of October, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 004.00 OF CHEATHAM COUNTY TAX MAP 55F, GROUP H, LOCATED AT 580 SOUTH MAIN STREET

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

WHEREAS, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said properties; and

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

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

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

The property included on Tax Map 055 F, Group H, Parcel 004.00 located at 580 South Main Street be rezoned from R-3 (Medium-Density Residential) zoning district to the R-3 PUD (Medium-Density Residential Planned Unit Development) zoning district, as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of November 2020.

This area to be zoned R-3PUD is marked with a red "X" and shown on the map below.

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

Recommended by Ashland City Municipal-Regional Planning Commission 9-14-2020.

Passed First Reading 10-13-2020

Passed Second Reading _____

Date of Public Hearing _____

Date of Public Hearing Advertisement _____

ATTEST:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC





Ashland City Fire, Building & Life Safety Department

101 Court Street
Ashland City TN 37015

Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a R-3 district.

DESCRIPTION OF PROPERTY (Attach Map): Map 055F 14 Parcel 004.00

580 S MAIN R-3 - R-4 PUP

REASON FOR RECLASSIFICATION REQUEST Planned development

Address: 580 S MAIN ST.

NOTE:

1. All applications for rezoning must be turned into City Hall no later than thirty (30) days prior to the upcoming planning commission meeting, if they are to be entertained at said meeting.
2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the City Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.

*Donnie Jordan, Bart Correll
Cassandra Stokes, Phil Lacrosse
Polly Newcomb,
need addresses!*

Stewart W. Stettin 8/17/2020
Applicant Signature Date

Suiter
Surveying & Land Planning
 CIVIL ENGINEERING & LAND SURVEYING
 1227 N. 2nd Street
 Nashville, TN 37203
 (615) 259-1150
 Fax: (615) 259-1150

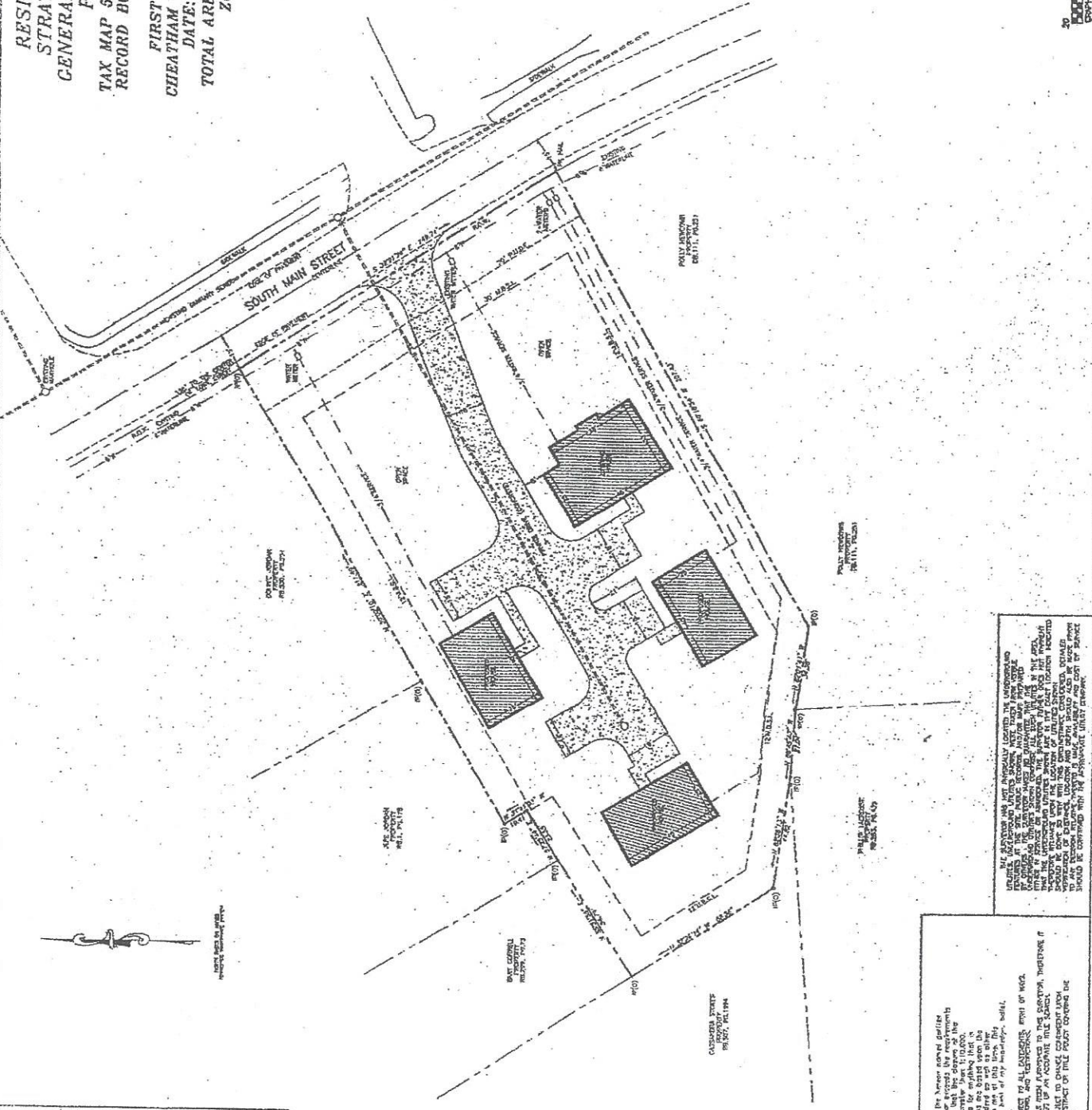
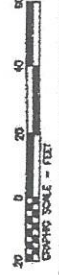
**STRATTON & MAYO PROPERTY
 RESIDENTIAL PUD
 ASHLAND CITY, TENNESSEE**

SCALE: 1" = 20'

DATE: 7-25-2020

C-1

**RESIDENTIAL PUD
 STRATTON & MAYO
 GENERAL PARTNERSHIP
 PROPERTY**
 TAX MAP 55-F-H, PARCEL 4.00
 RECORD BOOK 558, PAGE 1371,
 R.O.C.C.T.
 FIRST CIVIL DISTRICT
 CHEATHAM COUNTY, TENNESSEE
 DATE: JULY 25, 2020
 TOTAL AREA: 0.92 ACRES +/-
 ZONING: R-3

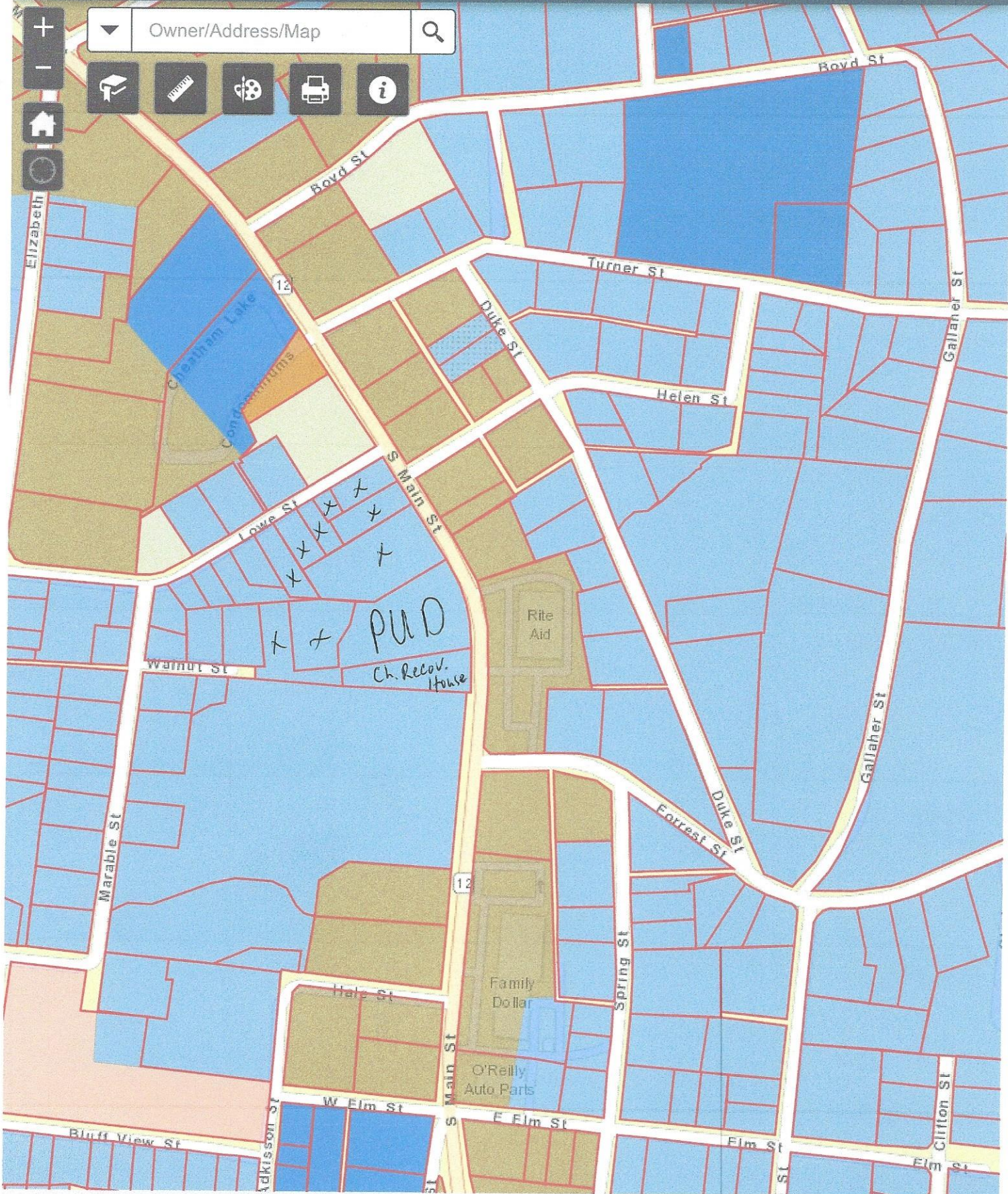


THE PROPERTY WAS NOT PHYSICALLY LOCATED BY THE SURVEYOR AND THE PROPERTY IS SHOWN AS A RESULT OF THE RECORDS OF THE COUNTY CLERK. THE SURVEYOR HAS REVIEWED THE RECORDS AND HAS FOUND THAT THE PROPERTY IS SHOWN AS A RESULT OF THE RECORDS OF THE COUNTY CLERK. THE SURVEYOR HAS REVIEWED THE RECORDS AND HAS FOUND THAT THE PROPERTY IS SHOWN AS A RESULT OF THE RECORDS OF THE COUNTY CLERK. THE SURVEYOR HAS REVIEWED THE RECORDS AND HAS FOUND THAT THE PROPERTY IS SHOWN AS A RESULT OF THE RECORDS OF THE COUNTY CLERK.

I hereby certify that the above is a true and correct copy of the original survey as shown on the plan and that the dimensions and bearings are correct as shown on the plan and that the property is shown as a result of the records of the county clerk. I have reviewed the records and have found that the property is shown as a result of the records of the county clerk. I have reviewed the records and have found that the property is shown as a result of the records of the county clerk.



Owner/Address/Map



300ft

36.270 Degrees

Names and Addresses of all property owners within 1000 ft on adjacent properties for rezone application regarding Stratton Mayo Property PUD

Donnie Jordan – 268 Ed Harris Rd

Phillip Lacrosse- 614 S. Main St.

Polly Newcomb- 622 S. Main St.

Bart Correll- 104 Lowe St.

Cassandra Stokes- PO Box 64



Ashland City Fire, Building & Life Safety Department

101 Court Street
Ashland City TN 37015

Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a R4 PVD district.

DESCRIPTION OF PROPERTY (Attach Map): Map 49J Parcel 1, 1.01, 4
SURVEY ATTACHED

REASON FOR RECLASSIFICATION REQUEST WE ARE WANTING TO REZONE FROM R4 PVD TO R4. ALSO ATTEMPTING TO SUBDIVIDE THESE LOTS

Address: _____

NOTE:

1. All applications for rezoning must be turned into City Hall no later than thirty (30) days prior to the upcoming planning commission meeting, if they are to be entertained at said meeting.
2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the City Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.

[Signature] Regal Homes 8/5/20
Applicant Signature Date



Ashland City Fire, Building & Life Safety Department

101 Court Street
Ashland City TN 37015

Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

SUBDIVISION APPLICATION

APPLICANT NAME: REGAL HOMES

ADDRESS: 296 ED HARRIS RD
ASHLAND CITY TN 37015

TELEPHONE: 615. 403. 7002

PROJECT NAME: PEACH HILL

NUMBER OF LOTS: ^{currently} 3 — subdividing into 7

PLANNING COMMISSION FEES: _____


Minor Subdivision (Four lots or less): \$150.00

Plat Amendment: \$150.00

Major Subdivision: \$250.00

Note: Mylar shall be presented at the time of Final Subdivision Plat Approval and must be signed by all parties except for Secretary of the Planning Commission.

Having submitted plans for review by the Ashland City Planning Commission, I understand that I am responsible for all review fees incurred by the Town of Ashland City. I understand that the fee paid at the time of submittal is not applicable for the fees incurred through review. With my signature, I verify that I fully understand that I am responsible for said fees, and that I have received a copy of Ordinance #165.



Applicant's Signature

8/5/20

Date

MUNICIPAL FLOODPLAIN ZONING ORDINANCE

AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE TOWN OF ASHLAND CITY, TENNESSEE MUNICIPAL ZONING ORDINANCE NUMBER 372 REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF ASHLAND CITY, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.

ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Section A. Statutory Authorization

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, Tennessee Code Annotated delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Town of Ashland City, Tennessee, Mayor and the Ashland City City Council, do ordain as follows:

Section B. Findings of Fact

1. The Town of Ashland City, Tennessee, Mayor and its City Council wishes To maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
2. Areas of the Town of Ashland City, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section C. Statement of Purpose

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;

2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Section D. Objectives

The objectives of this Ordinance are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a floodprone area;
8. To maintain eligibility for participation in the NFIP.

ARTICLE II. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage.
2. Accessory structures shall be designed to have low flood damage potential.
3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see **"Special Flood Hazard Area"**.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see **"Structure"**.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

"Exception" means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see **"Existing Construction"**.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding"

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

"Flood Insurance Study" is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or "Floodprone Area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or "Flood-related Erosion Prone Area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship

building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the Town of Ashland City, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved Tennessee program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see **"Base Flood"**.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"Reasonably Safe from Flooding" means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where

no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special Flood Hazard Area" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

"Structure" for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair

project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE III. GENERAL PROVISIONS

Section A. Application

This Ordinance shall apply to all areas within the incorporated area of the Town of Ashland City, Tennessee.

Section B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the Town of Ashland City, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) dated February 26, 2021 and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47021C0165E, 47021C0170E, 47021C0234E, 47021C0235E, 47021C0251E, 47021C0253E, dated February 26, 2021, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

Section C. Requirement for Development Permit

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

Section D. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

Section E. Abrogation and Greater Restrictions

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

Section F. Interpretation

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

Section G. Warning and Disclaimer of Liability

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of ASHLAND CITY, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

Section H. Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Ashland City, Tennessee from taking such other lawful actions to prevent or remedy any violation.

ARTICLE IV. ADMINISTRATION

Section A. Designation of Ordinance Administrator

The Building Inspector is hereby appointed as the Administrator to implement the provisions of this Ordinance.

Section B. Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage

- a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- e. A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities.
- f. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
 - Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
 - A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
 - A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. Finished Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Administrator a final Finished Construction Elevation Certificate (FEMA Form 086-0-33). A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

Section C. Duties and Responsibilities of the Administrator

Duties of the Administrator shall include, but not be limited to, the following:

1. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by

Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.
8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the town of ashland city, Tennessee FIRM meet the requirements of this Ordinance.
11. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
12. A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances,

another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section A. General Standards

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

Section B. Specific Standards

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

1. Residential Structures

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

2. Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood

Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
 - 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).
- c. Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Article V, Sections A and B.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - 1) Be on the site for fewer than 180 consecutive days;
 - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - 3) The recreational vehicle must meet all the requirements for new construction.

5. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.

- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

Section C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- 1. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
- 2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
- 3. ONLY if Article V, Section C, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

- 1. Require until a regulatory floodway is designated, that no new construction, substantial , or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with

all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

2. A community may permit encroachments within within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
3. ONLY if Article V, Section D, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.
2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the Town of Ashland City,

Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

Section F. Standards For Areas of Shallow Flooding (Zone AO)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(1) (c) and Article V, Section B(2).
3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section G. Standards For Areas of Shallow Flooding (Zone AH)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section H. Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

Section I. Standards for Unmapped Streams

Located within the Town of Ashland City, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.

ARTICLE VI. VARIANCE PROCEDURES

Section A. Municipal Board of Zoning Appeals

1. Authority

The Town of Ashland City, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. Procedure

Meetings of the Municipal Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the Municipal Board of Zoning Appeals shall be open to the public. The Municipal Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the Municipal Board of Zoning Appeals shall be set by the City Council.

3. Appeals: How Taken

An appeal to the Municipal Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with

the Municipal Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of seventy-five (\$75) dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Municipal Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Municipal Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than thirty (30) days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. Powers

The Municipal Board of Zoning Appeals shall have the following powers:

a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The Town of Ashland City, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Municipal Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;

- e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the Municipal Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.
 - 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Section B. Conditions for Variances

- 1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
- 2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
- 3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
- 4. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

ARTICLE VII. LEGAL STATUS PROVISIONS

Section A. Conflict with Other Ordinances

In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the Town of Ashland City, Tennessee, the most restrictive shall in all cases apply.

Section B. Severability

If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance which is not of itself invalid or unconstitutional.

Section C. Effective Date

This Ordinance shall become effective February 26, 2021 in accordance with the Charter of the Town of Ashland City, Tennessee, and the public welfare demanding it.

Approved and adopted by the Town of Ashland City, Tennessee, Mayor and the Ashland City City Council this the ____ day of _____, 2020.

First Reading: 10-13-2020

Second Reading:

Public Hearing:

Date of Publication:

Attest:

Town of Ashland City Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

ORDINANCE #

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT FOR THE 20/21 FISCAL YEAR**

WHEREAS, the Mayor and Council appropriate \$17,700 out of the General Fund for food pilot program at the Senior Center.

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Senior Center	\$293,845.00	\$311,545.00

1st reading 10-13-2020

Public Hearing _____

2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Ashland City P.D.

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

Item: See List

Description: See List

Serial Number: See List

Age: 20 yrs or more Asset Number: NA

Estimated Remaining Useful Life (Years): 0

Purchase Price: NA Current Estimated Value: estimated possibly 3600⁰⁰

Reason for making the nomination: Confiscated weapons and Department issue weapons that have been replaced.

Signature: [Handwritten Signature]

Date: 9-16-20

Surplus Weapons

Make	Model	Caliber	S/N
Remington	870 Police Magnum	12 Gauge	CC62986B
Remington	870 Police Magnum	12 Gauge	CC06755E
Remington	870 Police Magnum	12 Gauge	CC65146B
Remington	870 Police Magnum	12 Gauge	D008626M
Remington	870 Police Magnum	12 Gauge	D011155M
Remington	870 Police Magnum	12 Gauge	D011176M
Remington	870 Police Magnum	12 Gauge	C987278M
Remington	870 Police Magnum	12 Gauge	D011173M
Remington	870 Police Magnum	12 Gauge	D011132M
Remington	870 Police Magnum	12 Gauge	D011187M
Remington	Wingmaster 870	12 Gauge	1221095V
Remington	Wingmaster 870	12 Gauge	T394434V
Winchester	1300 Defender	12 Gauge	L2710559
Lorcin	L25	.25	268484
RG	RG23	.22 LR	T474398
Bryco Arms	38	.380	1250394
Keltec	PMR-30	.22 WMR	WRC10
Glock	27	.40	ELL087
Taurus	PT111 G2	9 MM	TKU49743
Glock	30	.45 ACP	AALP765
Keltec	P-11	9 MM	134368
Taurus	PT145 Pro	.45 ACP	NAX94841
Anderson Manufacturing	AM15	.223	18301082

SURPLUS PROPERTY NOMINATION FORM



TOWN OF ASHLAND CITY, TENNESSEE

Department: Parks & Recreation

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

Item: EZ GO Golf Cart w/ Charger

Description: Electric Golf Cart with charger.
396 Hours

Serial Number: 2589868

Age: Unknown Asset Number: 5088

Estimated Remaining Useful Life (Years): 5 years

Purchase Price: Unknown Current Estimated Value: \$1,000.00

Reason for making the nomination: Golf cart is no longer used since
the purchase of a Polaris Ranger

Signature: Scott G. Sampson

Date: Sept 22, 2020



Bid Tabulation

Resurfacing Bid

Bid Opening: 10-9-2020 at 10:00 am

	Company Name	Bid Totals
1.	Jarrett Builders	\$331,280.00
2.	Sessions Paving	\$332,200.00
3.	Tennessee Valley Paving Co., Inc.	\$296,895.00
4.		
5.		
6.		
7.		
8.		
9.		

ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

BID PROPOSAL

TO: Town of Ashland City
ASHLAND CITY, TENNESSEE

I/We

Jarrett Builders, Inc

Name of Bidder

1106 Lebanon Pike Nashville, TN 37210

Address of Bidder

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

PROPOSAL SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Total Price</u>
1.	RIVERBLUFF PARK: No manholes, milling/tying into cement at boat ramp and milling/tying into Old Cumberland Street where roads meet. Lower Parking Lot (25,696 square ft.) Drive from Boat Ramp to Parking Lot (9,492 square ft.) Road that parallels lower parking lot (4,140 square ft.)	39,328 square ft.	\$ <u>36,447.00</u>

The following estimates include the length of the roads only and are estimates. Some roads may require additional asphalt due to the condition of the road. Contractor to field verify all lengths, widths, and condition of roads. Striping to be included on roads with existing striping.

2.	LITTLE MARROWBONE ROAD	3,025 ft. long	\$ <u>87,355.00</u>
3.	MARROWBONE LANE	770 ft. long	\$ <u>23,240.00</u>
4.	MAPLE DRIVE	1,100 ft. long	\$ <u>30,772.00</u>
5.	ORCHARD LANE	704 ft. long	\$ <u>28,892.00</u>
6.	ADKISSON STREET	700 ft. long	\$ <u>22,261.00</u>
7.	HALE STREET	325 ft. long	\$ <u>8,910.00</u>
8.	THOMPSON ROAD	1,260 ft. long	\$ <u>43,237.00</u>
9.	PLUM STREET	776 ft. long	\$ <u>23,079.00</u>
10.	BOWKER STREET	724 ft. long	\$ <u>27,087.00</u>

The below quotes will not determine award of bid, but are part of the final contract.

Please note the City reserves the right cut roads out of this bid to accommodate their budget needs. Further, the City also reserves the right to award the bids to different bidders for the street paving separately from the Riverbluff Park paving.

TOTAL ESTIMATED COSTS FOR ALL PROJECTS: \$ 331,280.00

ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

BID PROPOSAL

TO: Town of Ashland City
ASHLAND CITY, TENNESSEE

I/We

Sessions Paving Company
Name of Bidder

P.O. Box 90266 (6535 Robertson Avenue) Nashville, TN 37209
Address of Bidder

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

PROPOSAL SCHEDULE

Item No.	Description	Est. Quantity	Total Price
1.	RIVERBLUFF PARK: No manholes, milling/tying into cement at boat ramp and milling/tying into Old Cumberland Street where roads meet. Lower Parking Lot (25,696 square ft.) Drive from Boat Ramp to Parking Lot (9,492 square ft.) Road that parallels lower parking lot (4,140 square ft.)	39,328 square ft.	\$ <u>51,380⁰⁰</u>

The following estimates include the length of the roads only and are estimates. Some roads may require additional asphalt due to the condition of the road. Contractor to field verify all lengths, widths, and condition of roads. Striping to be included on roads with existing striping.

2.	LITTLE MARROWBONE ROAD	3,025 ft. long	\$ <u>95,460⁰⁰</u>
3.	MARROWBONE LANE	770 ft. long	\$ <u>27,735⁰⁰</u>
4.	MAPLE DRIVE	1,100 ft. long	\$ <u>26,780⁰⁰</u>
5.	ORCHARD LANE	704 ft. long	\$ <u>23,110⁰⁰</u>
6.	ADKISSON STREET	700 ft. long	\$ <u>15,945⁰⁰</u>
7.	HALE STREET	325 ft. long	\$ <u>8,160⁰⁰</u>
8.	THOMPSON ROAD	1,260 ft. long	\$ <u>40,330⁰⁰</u>
9.	PLUM STREET	776 ft. long	\$ <u>20,200⁰⁰</u>
10.	BOWKER STREET	724 ft. long	\$ <u>23,100⁰⁰</u>

The below quotes will not determine award of bid, but are part of the final contract.

Please note the City reserves the right cut roads out of this bid to accommodate their budget needs. Further, the City also reserves the right to award the bids to different bidders for the street paving separately from the Riverbluff Park paving.

UNIT PRICE TO ADD ADDITIONAL PAVING - (1 1/2" Overlay) - \$12.00 per sq yd
TOTAL ESTIMATED COSTS FOR ALL PROJECTS: \$ 332,200⁰⁰

Specifications: Clean, Adjust Castings, Tack,
1 1/2" Overlay (E-Mix PG 64-22), Repaint Pavement
Markings (Per Clint Biggers)

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Sessions Paving Company
by Robert A. Hutchinson
President

ITEM # 25.

ROAD PAVEMENT RESURFACING SERVICES AGREEMENT

BID PROPOSAL

TO: Town of Ashland City
ASHLAND CITY, TENNESSEE

I/We

Tennessee Valley Paving Co., Inc.
Name of Bidder

135 Old Casters Creek Pike Franklin, TN 37064
Address of Bidder

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

PROPOSAL SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Total Price</u>
1.	RIVERBLUFF PARK: No manholes, milling/tying into cement at boat ramp and milling/tying into Old Cumberland Street where roads meet. Lower Parking Lot (25,696 square ft.) Drive from Boat Ramp to Parking Lot (9,492 square ft.) Road that parallels lower parking lot (4,140 square ft.)	39,328 square ft.	\$ <u>49,490.⁰⁰</u>

The following estimates include the length of the roads only and are estimates. Some roads may require additional asphalt due to the condition of the road. Contractor to field verify all lengths, widths, and condition of roads. Striping to be included on roads with existing striping.

2.	LITTLE MARROWBONE ROAD	3,025 ft. long	\$ <u>62,400.⁰⁰</u>
3.	MARROWBONE LANE	770 ft. long	\$ <u>17,900.⁰⁰</u>
4.	MAPLE DRIVE	1,100 ft. long	\$ <u>30,950.⁰⁰</u>
5.	ORCHARD LANE	704 ft. long	\$ <u>18,800.⁰⁰</u>
6.	ADKISSON STREET	700 ft. long	\$ <u>14,750.⁰⁰</u>
7.	HALE STREET	325 ft. long	\$ <u>8,455.⁰⁰</u>
8.	THOMPSON ROAD	1,260 ft. long	\$ <u>37,900.⁰⁰</u>
9.	PLUM STREET	776 ft. long	\$ <u>34,950.⁰⁰</u>
10.	BOWKER STREET	724 ft. long	\$ <u>21,300.⁰⁰</u>

The below quotes will not determine award of bid, but are part of the final contract.

Please note the City reserves the right cut roads out of this bid to accommodate their budget needs. Further, the City also reserves the right to award the bids to different bidders for the street paving separately from the Riverbluff Park paving.

TOTAL ESTIMATED COSTS FOR ALL PROJECTS: \$ 296,895.⁰⁰



Bid Tabulation

Shade Structure Bid

Bid Opening: 10-9-2020 at 10:00 am

	Company Name		Bid Totals	
1.	Summertown Metals	No Rock hit →	\$52,132.52	w/ gutters
	Custom Concrete + Building LLC	Rock hit →	\$55,632.52	w/ gutters
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

SHADE STRUCTURE/POLE BARN ROOF AGREEMENT

BID PROPOSAL

TO: Town of Ashland City
ASHLAND CITY, TENNESSEE

I/We

CUSTOM CONCRETE + BULLOIN6 LLC

Name of Bidder

307 PARKER RD EARLE6E TN 37033

Address of Bidder

The undersigned, as bidder, have carefully examined plans, specifications and contract documents covering shade structure installation of the Town of Ashland City, Tennessee, and have made a personal examination of the proposed work and made such investigations as are necessary to be informed of all details affecting the performance of the work bid upon. This bidder proposes and agrees, if his/her bid is accepted, that he/she will contract with the Town of Ashland City, Tennessee to install the work in accordance with the contract document.

Specifications for shade structure/pole barn roof:

Building Type: Pole Barn Roof & Upper Gables Only	Building Width: 60 feet
Building Length: 90 feet	Building Height: 16' @EVE
Truss Height: Steel Heavy Duty	Truss OH: 18" EVE only
Post Spacing: 10'	Post/Stud Size: 8x8
Wainscoting: None	Insulation: Reflective Under Roof
Soffit: None	Trim: #1 PTD 29 GA
Roof Metal: #1 PTD 29 GA	Wall Metal: None
Fasteners: PTD	Windows: None
Walk In Doors: None	Concrete: None

Please note there is potential to hit rock upon placing the posts. In the event contractor will be required to place concrete caissons, cement piers, or remove rock prior to installation. The below quotes will not determine award of bid, but are part of the final contract.

TOTAL ESTIMATED COST FOR PROJECT:

Rock is not hit
With Gutters
Without Gutters

\$ 52,132.⁵²
\$ 50,132.⁵²

If rock is hit
With Gutters
Without Gutters

\$ 55,632.⁵²
\$ 53,632.⁵²

Lanham Mechanical Contractors
 309 Flat Ridge Rd
 Goodlettsville, TN 37072 US
 info@lanhamsacservic.com



ADDRESS

Town of Ashland City
 101 Court Street
 Ashland City, Tn 37015 US

Estimate 1166

DATE 10/01/2020

EXPIRATION DATE 11/01/2020

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/01/2020	Location Park Restrooms	0	0.00	0.00
	Estimate Bid to install 2 ton Mitsubishi mini split system with 2-12K BTU wall mount air handlers includes.. -Furnish and install equipment -All refrigerant piping -Condensate pump and drain lines -Electrical from panel to equipment -Line set cover for exterior -All labor and materials to complete installation -Warranty 5 yr parts 7yr compressor 1yr labor	1	7,042.00	7,042.00
	Services Metal cage for condensing unit	1	350.00	350.00

Thank you. Have a nice day!

TOTAL \$7,392.00

Accepted By

Accepted Date

Denney Mechanical, LLC

1016 Christopher Dr
Pleasant View, TN 37146
denneymechnical@bellsouth.net
Phone 615-746-2604 Fax 615-746-9995

Estimate

Date
7/27/2020

Name / Address
Town Of Ashland City 101 Court St. Ashland City, TN 37015 Re: River Bluff Park/ Bathrooms



*WE ALSO HAVE MULTIPLE FINANCING OPTIONS AVAILABLE!
CONTACT US TODAY AND WE WILL SEE WHAT BEST SUITS YOUR
HVAC NEEDS.*

Description	Total
Bid to install (2) 15k BTU Mitsubishi mini split systems, (1) system for each bathroom. Bid includes all materials and labor.	6,767.44
Bid to install cages to (2) Mitsubishi mini split systems. price is \$350 each	700.00
Signature - _____ Date - _____	
Total	\$7,467.44

Proposal # 81167-1 for Review

Haskins Heating & Cooling Inc.

P.O.Box 487
Joelton, TN 37080
T: (615) 746-6390
F: (615) 746-9492
www.haskinsheating.com
service@haskinsheating.com



PROPOSAL

Presented To:
River Bluff Park Ashland City
175 Old Cumberland St.
Ashland City, TN 37015

Job #
81167:9/29/2020
Proposal
81167-1
Technician Barry Hollis
Issue 09/28/2020
Date

Customer Contact:
Home: (615) 947-2605
Mobile: (615) 947-2605

Location Address:
175 Old Cumberland St.
Ashland City, TN 37015



Your Price: \$0.00

Your Price *includes tax \$0.00

Recommendations

Quantity

Your Price

Recommendations	Quantity	Your Price
 Carrier 12,000 BTU Ductless (Recommended for this proposal) We will install 2- 12,000 BTU Ductless Mini Split system for the Bathrooms. Carrier 12,000 BTU 22.5 SEER each. Model # 40MAQB12B-3 / 38MAQB12R-3. Warranty is 1 year Labor 1 year Parts and 5 years on the Compressor. We will install Security Cages on the Outdoor equipment.	1	\$13,333.00
 Carrier 24,000 BTU Multi Zone Ductless (Recommended for this proposal) We will install 1- 24,000 BTU Multi Zone Ductless Mini Split system for the Bathrooms. Carrier 24,000 BTU 23.0 SEER with 1 - 24,000 BTU Condenser Model # 38MGRQ24C-3 and 2 - 12,000 BTU Air Handlers. Model # 40MAQB12B-3. Warranty is 1 year Labor 1 year Parts and 5 years on the Compressor. We will install Security Cage on the outdoor equipment.	1	\$10,130.00
<input type="checkbox"/> I decline the above recommendations		

Proposal Notes

We will install a Ductless mini system for the Bathrooms from the Recommendations listed above. We will install the required Refrigerant line set, drain line and electrical. We will install a Line Hide material for the line set on the outside of the building. We will install Security Cages on the outdoor equipment. We will clean up work area and haul off the unused materials.

Warranty is 1 year Labor, 1 year Parts and 5 years Compressor.

We will supply all labor and materials to complete job to all State and Local Codes.

There is a 3% convenience charge on all Credit Cards added to Job Price.

Thank you for the opportunity to earn your business!

If you think there is anything more important than a customer.....Think Again!

Contract Terms

Payment Due In Full On Day of Completion. 1.5% finance charge after 30 days with a \$3.00 minimum

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

Full Name

Type yo

Signature

- * Please accept or decline the recommended items.
- * Please accept the terms and conditions before accepting this proposal.

Accept Proposal

Decline Proposal

