



# **TOWN OF ASHLAND CITY**

## **Regularly Scheduled City Council Meeting**

### **April 08, 2025, 6:00 PM**

### **Agenda**

**Mayor:** Gerald Greer

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

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#### **CALL TO ORDER**

#### **ROLL CALL**

#### **PLEDGE AND PRAYER**

#### **PUBLIC HEARING**

- [1.](#) ADVERTISEMENT FOR REZONE - BOYD, MAIN, RUTH
- [2.](#) Rodeo Donation Advertisement

#### **APPROVAL OF AGENDA**

#### **APPROVAL OF MINUTES**

- [3.](#) March 11, 2025, Regularly Scheduled City Council Meeting Minutes

#### **PUBLIC FORUM**

#### **REPORTS**

4. ATTORNEY: Jennifer Noe

#### **UNFINISHED BUSINESS**

- [5.](#) ORDINANCE 634: Rezone 111 Boyd Street - 2nd Reading
- [6.](#) ORDINANCE 635: Rezone 570 Main Street - 2nd Reading
- [7.](#) ORDINANCE 636: Rezone 113 Ruth Drive - 2nd Reading
- [8.](#) ORDINANCE 637: Standard Speed Limit in Ashland City
- [9.](#) ORDINANCE 638: Standards for approving speed bumps

#### **NEW BUSINESS**

- [10.](#) RESOLUTION 2025-17: Naming the New Courtroom
- [11.](#) RESOLUTION 2025-18: Cheatham County Rodeo Donation
- [12.](#) U.S. Army Corps of Engineers Contract Renewal - Parks Department
- [13.](#) Clarke Power Gen Contract - Fire Department
- [14.](#) MG Group - Renewal Contract – Auditors
- [15.](#) RESOLUTION 2025-19 - Mid-Cumberland Transportation Agreement.
- [16.](#) Painting Quotes - Senior Center
- [17.](#) ORDINANCE 639: Budget Amendment \$45,372.00 for a new patrol car
18. Award the Industrial Water Tank bid
- [19.](#) RESOLUTION 2025-20: Reimburse Funds to the Enterprise Account.
- [20.](#) Railroad Agreement

#### **SURPLUS PROPERTY NOMINATIONS**

## EXPENDITURE REQUESTS

### OTHER

[21.](#) Cumberland Connect Agreement - City Hall

[22.](#) Cumberland Connect - Riverbluff Park

23. Debt Obligation Discussion

### ADJOURNMENT

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

# **TOWN OF ASHLAND CITY PUBLIC NOTICE**

The Mayor and City Council of the Town of Ashland City, Tennessee will hold a public hearing on Tuesday, April 08, 2025, at 6:00 p.m.

\*Ordinance: Rezone Parcel 055C L 020.00

\*Ordinance: Rezone Parcel 055C S 005.00

\*Ordinance: Rezone Parcel 055F H 004.01

The public is invited to attend and comment. For additional details on how to sign up to speak during the public forum please visit [www.ashlandcitytn.gov](http://www.ashlandcitytn.gov)

# PUBLIC NOTICE

The Town of Ashland City is considering the donation of \$750 to the Chamber of Commerce to help with the expenses and materials for the rodeo to be performed in the Town of Ashland City to help promote tourism for the Town in it's regularly scheduled meeting for April 8, 2025.





# **TOWN OF ASHLAND CITY**

## **Regularly Scheduled City Council Meeting**

### **March 11, 2025, 6:00 PM**

### **Minutes**

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#### **CALL TO ORDER**

Mayor Greer called the meeting to order at 6:05 p.m.

#### **ROLL CALL**

Mayor Gerald Greer

Vice Mayor Chris Kerrigan

Councilman Tim Adkins

Councilwoman: Nicole Binkley

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

#### **PLEDGE AND PRAYER**

The prayer was given by Councilman Adkins.

#### **APPROVAL OF AGENDA**

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the agenda with the change of moving line 19 up to be heard between lines 6 & 7. All approved by voice vote.

#### **APPROVAL OF MINUTES**

1. February 11, 2025, Regularly Scheduled City Council Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the February 11, 2025, Regularly Scheduled City Council Minutes. All approved by voice vote.

2. February 3, 2025, Special Called City Council Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilwoman Binkley, to approve the February 3, 2025, Special Called Meeting Minutes. All approved by voice vote.

3. February 4, 2025, Special Called City Council Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the February 4, 2025, Special Called Meeting Minutes. All approved by voice vote.

#### **PUBLIC FORUM**

NONE

#### **REPORTS**

4. ATTORNEY: Jennifer Noe – There was a ruling by the Supreme Court regarding Municipal Judges – We are fine to proceed because it will not affect us.

#### **UNFINISHED BUSINESS**

5. Award the Luxury Flooring Bid

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to award the Luxury Flooring Bid to McCarver Construction for \$ 23,597.50. Voting Yea: Councilman Thompson, Councilman Smith Councilman Adkins, Councilman Young, Vice Mayor Kerrigan, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

6. RESOLUTION 2025-13 - TCRS Hazardous Duty Supplemental Retirement Benefit

A motion was made by Councilwoman Binkley, Seconded by Vice Mayor Kerrigan, to approve the TCRS Hazardous Duty Supplemental Retirement Study in the amount of \$ 1500.00. Jennifer Noe advised the board that this was just for the study to determine if we will be eligible to take

part. Voting Yea: Councilwoman Binkley, Vice Mayor Kerrigan, Councilman Thompson, Councilman Smith Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0

## NEW BUSINESS

### 7. Appointment of the Municipal Judge

Mayor Greer stated to each of the applicants that came last week and said, thank you and we appreciate each one of you.

Jennifer Noe took the floor: She looked at Robert's Rules and sent an email out to everyone. We will open the floor for nominations. Any of you can make a nomination, and the board can nominate all 5 if they choose. Once there are no other motions to add, we will need a motion to cease nominations and need a 2<sup>nd</sup> on the motion. If there are no nominations the mayor can declare no nominations were made. Mary will then take a roll call, and each Council Member will vote on who they are voting for. A couple of board members have conflicts, you will need to declare the conflict and you are still allowed to vote under State Law. There will have to be a majority vote so you will need 4 votes to appoint.

**Kevin Thompson:** Nominated Jay Lee Willoughby

**Nicole Binkley:** Nominated Patrick Smith

**Tony Young:** Nominated Jake Lockert – He also advised that Jake is his cousin, but he will vote just like all the other board members.

**Michael Smith:** Nominated Lee Willoughby – He was already nominated.

A motion was made by Councilman Adkins, Seconded by Councilman Thompson, to close the nominations. All approved by voice vote.

Roll Call votes:

Councilman Smith - Lee Willoughby

Vice Mayor Kerrigan – Patrick Smith

Councilman Adkins – Patrick Smith

Councilman Thompson – Lee Willoughby

Councilwoman Binkley – Patrick Smith

Councilman Young – Jake Lockert

Mayor Greer declared conflict before his vote, Patrick Smith was his Treasurer for his campaign. There was no money that exchanged hands. It was all volunteer work.

Mayor Greer – Patrick Smith

Jennifer Noe stated Patrick Smith will be appointed the Judge Position. We will have his swearing in on 4-1-2025 at the Workshop so he could take his position for the next court date will be the first Thursday in April 4-3-2025. Mary will advertise for a Special called meeting for this.

### 8. ORDINANCE 634: Rezone 111 Boyd Street - 1st Reading

**Councilwoman Binkley:** As the chair on the Planning Commission and this was brought before the Council, it was voted to approve. I have had several comments from citizens who are not in agreement with this. They are concerned about the number of homes they are trying to put on a small parcel. I just wanted to share that information before moving on.

**Councilman Thompson:** Allen, correct me if I am wrong. This parcel under our Ordinance was supposed to have 8 units built there.

**Allen Nicholson:** Yes, under the current order. This is why they are requesting an R-4 PUD which would allow 14 homes. Martin is the representative of the owner and Mr. Josh Lyons is from Clover Engineers, and they are both here.

**Mayor Greer:** Allen, how many acres is this?

**Allen Nicholson:** 2.07 acres

**Martin:** He is working with his dad; they are requesting Rezone from R-3 to R-4 PUD to add the additional 6 units. He brought the Engineer that will be taking over the Site Plan and all the work. He will answer any questions concerning the capacity of the soil and the arrangement of the houses in that area.

**Councilwoman Binkley:** In the planning commission meeting I was wondering about any studies being done like impact of water supply and runoff from that number of homes in such a small area where you. That is a very big change.

**Martin:** We understand. We just got the water availability and the sewer availability letter from CSR Engineering, the consultants for Ashland City. It would accommodate water and sewer and there would not be any issues. We drew a map of the placing of the meters and manholes on it.

**Councilman Thompson:** How are you going to address the sloping of the back of this land? It is a very large drop off on the back row.

**Councilman Smith:** This diagram really does not do it justice; it does not show the road behind or the creek. It does not show anything.

**Josh Lyons:** In the construction plans development, we will be addressing the topography and walls and detention for stormwater treatment after the rezoning has taken effect and then develop those full construction plans to come back to the planning commission or go through the city and engineering review and the back to planning commission for final approval of the site plan. We will develop those and if there are any issues when we get deeper in the design we may have to go back and adjust at that time. At this time, it is just a 2-dimensional layout with some thought given to topography because we are at the rezoning stage currently.

**Mayor Greer:** Does this property back up to the creek between Boyd and Stratton?

**Josh Lyons:** I believe so, but I don't know the name of the Creek.

**Mayor Greer:** Is that the Drop off? Does it drop off into the creek?

**Josh Lyons:** Yes, we have tried to position all the units on the best part of the property. We will be adjusting the site and stair stepping the units as they go down to make up as much grade as possible.

**Mayor Greer:** We have a massive problem with these creeks flowing downhill and creating problems on Main Street. What will you do to make sure that this will not contribute to that flooding? It looks like you will have a lot of run off.

**Josh Lyons:** Correct, to meet the city and state guidelines for stormwater treatment which would be retention and quality treatment. For any site that increases impervious area we will have to do a detention facility to collect it and slow it down. That will be addressed during the construction plan development stage.

**Councilman Thompson:** I have a problem with constantly wanting to change the Ordinances.

**Councilman Smith:** I have had a lot of people who live in the area contact me stating they don't like this whole plan of this many houses on this small property. All these issues with the creek and the drop off and the traffic flow. There are a lot of reasons why this was set for R-3.

**Vice Mayor Kerrigan:** Allen, do we have any similar properties that have this density?

**Allen Nicholson:** Yes, Vice Mayor. There are several that went to this density. When the zoning was changed under Rick back in early 2014. I remember we redesigned and looked at these and put these units more like this because of our topography of our land. Arbor Loop, Boyd Street. I think topography wise being on a hill will be most like Arbor Loop.

**Vice Mayor Kerrigan:** My concern is the same as everyone, the drainage is the biggest issue. I believe if we rezone this to R-4 it would not accommodate 14 homes there, knowing how the property is during a rainy season when there is flooding. I am unsure you will correct that issue. I understand the process.

**Josh Lyons:** That would be flushed out in the construction plans of course. This is the absolute maximum density we could fit and after I spoke to emergency services and the Fire Department to get the turnaround for those services also. It would only go less if topography and stormwater treatment and detention dictate otherwise.

**Vice Mayor Kerrigan:** The thing to remember about the rezone is that we are rezoning and there is no site plan or anything else. This is information we need to go by. I understand the concerns of that many units from citizens, but no one knows yet what will be going there. It is a rezone to see what you can put there.

**Josh Lyons:** Did you get the copy of the layout? He had the layout passed around for the Council members to look at.

**Mayor Greer:** What is the grading on that property? How steep is the drop off?

**Josh Lyons:** We have kept it on the flattest portion, so it varies. It would be a three to one grade behind the units. It gets steeper as it goes north toward the creek. I apologize, I thought this board had seen the layout.

**Councilman Adkins:** Allen, can you explain the process to us please? I know there are 2 readings for the council to pass and then it goes back for the site plan.

**Allen Nicholson:** They will have 2 site plans. There will be a preliminary plan and then a final plan. The final site plan will come before this board. The preliminary will give them an opportunity to start moving dirt and utilities and the final site plan will come later in the project. I work with a lot of engineers, and these are one of the best ones we have worked with.

**Vice Mayor Kerrigan:** What if the orientation was different for the homes? What if they were turned 90 degrees? Would that help?

**Josh Lyons:** No sir. We looked at different options and still retain the frontage on Boyd Street with the 3 beside the existing houses remaining almost separating it from the group behind.

**Vice Mayor Kerrigan:** How large are these units?

**Martin:** They are 1,500 to 2500.

**Vice Mayor Kerrigan:** Would you consider building fewer but larger homes?

**Martin:** We were trying to stay in an affordability range. We wanted to build smaller houses so they would be more affordable.

**Mayor Greer:** What do you consider the affordability range?

**Martin:** Around \$ 320,000.00 range. We considered options but in speaking with local real Estate we thought this was the best option.

**Mayor Greer:** Allen, can you explain what adding PUD would mean to the city?

**Allen Nicholson:** That gives the city full control of sidewalks, lampposts, and lighting.

A motion was made by Councilman Smith, Seconded by Councilwoman Binkley, to deny the rezone. Voting Yea: Councilman Smith, Councilwoman Binkley, Councilman Thompson, Voting Nay: Vice Mayor Kerrigan, Councilman Young, Councilman Adkins, Mayor Greer.

A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Adkins, to approve the rezone. Voting Yea, Vice Mayor Kerrigan, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: Councilman Smith, Councilwoman Binkley, Councilman Thompson. Motion passes to approve the rezone.

9. ORDINANCE 635: Rezone 570 Main Street - 1st Reading

A motion was made by Councilwoman Binkley, Seconded by Councilman Adkins, to approve the rezone. Voting Yea, Councilwoman Binkley, Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Councilman Smith, Councilman Thompson. Mayor Greer. Voting Nay: 0

10. ORDINANCE 636: Rezone 113 Ruth Drive - 1st Reading

A motion was made by Councilman Adkins, Seconded by Vice Mayor Kerrigan, to approve the rezone. Voting Yea, Councilman Adkins, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Young, Councilman Smith, Councilman Thompson. Mayor Greer. Voting Nay: 0

11. ORDINANCE 637: Standard Speed Limit in Ashland City

Attorney Jennifer Noe confirmed that we have a current ordinance that states that the speed limit in residential areas is 30 MPH unless otherwise Posted and if this ordinance passes it will change it to state that the speed is 25 MPH unless otherwise posted. Any streets that are currently posted at a lower speed limit will remain at what the posted sign is and will not change to the 25 MPH speed limit.

A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to approve the standardized speed limit in residential areas. Voting Yea, Councilman Smith, Vice Mayor Kerrigan, Councilman Adkins, Councilwoman Binkley, Councilman Young, Councilman Thompson. Mayor Greer. Voting Nay: 0

12. ORDINANCE 638: Standards for approving speed bumps

A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Smith, to approve the requirements for speed bumps or traffic calming devices. Voting Yea, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Councilwoman Binkley, Councilman Thompson. Mayor Greer. Voting Nay: Councilman Young,

13. RESOLUTION 2025-14: Amending the Water and Sewer Department Rules and Regulations  
A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to approve the Resolution to amend the Water and Sewer Rules and Regulations. Keeping one time fill of Pools per calendar year. Voting Yea, Councilman Smith, Vice Mayor Kerrigan, Councilman Adkins, Councilwoman Binkley, Councilman Young, Councilman Thompson. Mayor Greer. Voting Nay: 0
14. RESOLUTION 2025-15: Amend the wording on the dress code policy  
A motion was made by Vice Mayor Kerrigan, Seconded Councilwoman Binkley, by to approve amending the wording on the dress code policy. The changes are skirts and dresses no shorter than 3 inches above the knee and leggings must be worn with a top covering the pelvic area. Voting Yea Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Smith, Councilman Adkins, Councilman Young, Councilman Thompson. Mayor Greer. Voting Nay: 0
15. RESOLUTION: 2025-16 - Accepting the award for the vehicle expansion program  
A motion was made by Councilman Thompson, Seconded Vice Mayor Kerrigan, to approve the acceptance of the Vehicle expansion grant. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Smith, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0
16. Consulting Agreement for Budget Services  
A motion was made by Councilman Thompson, Seconded Councilman Adkins, to approve the Consulting Agreement for Budget Services. Voting Yea: Councilman Thompson, Councilman Adkins, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Smith, Councilman Young, Mayor Greer. Voting Nay: 0
17. Trademark Consent Agreement Summerfest  
A motion was made by Councilman Thompson, Seconded Vice Mayor Kerrigan, to approve the acceptance of the Vehicle expansion grant. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Smith, Councilman Adkins, Councilman Young, Mayor Greer. Voting Nay: 0
18. Award the Belt Press Bid  
A motion was made by Councilman Smith, Seconded Vice Mayor Kerrigan, to award the Belt Press Bid from Alpha Lava for \$ 365,000.00. Voting Yea: Councilman Smith, Vice Mayor Kerrigan, Councilman Thompson, Councilman Adkins, Councilwoman Binkley, Councilman Young, Mayor Greer. Voting Nay: 0
19. Permission to apply for THSO grant.  
A motion was made by Councilman Thompson, Seconded Vice Mayor Kerrigan, to apply for the grant. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Councilwoman Binkley, Councilman Young, Mayor Greer. Voting Nay: 0

Appointment of the Municipal Judge – MOVED TO BEGINNING OF THE AGENDA #6.

#### **SURPLUS PROPERTY NOMINATIONS**

NONE

#### **EXPENDITURE REQUESTS**

NONE

#### **OTHER**

##### **20. Employee Appeal**

Employee Ricky Binkley appeared and presented his case to the City Council. The Council also heard from the employees regarding the dismissal.

A motion was made by Councilwoman Binkley, Seconded by Vice Mayor Kerrigan, to affirm the dismissal of the employee. Voting Yea, Councilwoman Binkley, Vice Mayor Kerrigan,

Councilman Adkins, Councilman Smith, Councilman Young, Councilman Thompson. Mayor Greer. Voting Nay: 0

## ADJOURNMENT

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MAYOR GERALD GREER

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CITY RECORDER MARY MOLEPSKE

**ORDINANCE NO. 634**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF  
ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 005.00 OF CHEATHAM  
COUNTY TAX MAP 055C, GROUP S, LOCATED AT 111 BOYD STREET**

**WHEREAS**, said portion of property requested to be rezoned from R-3, Residential District, to R-4 PUD, Residential District, is located in the corporate limits of the Town of Ashland City; and

**WHEREAS**, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 03, 2025, with a recommendation for approval.

**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 parcel included on Tax Map 055C, Group S, Parcel 005.00, located at 111 Boyd Street be rezoned from R-3 (Medium-Density Residential) district to the R-4 PUD (High-Density Residential Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned R-4 PUD 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.

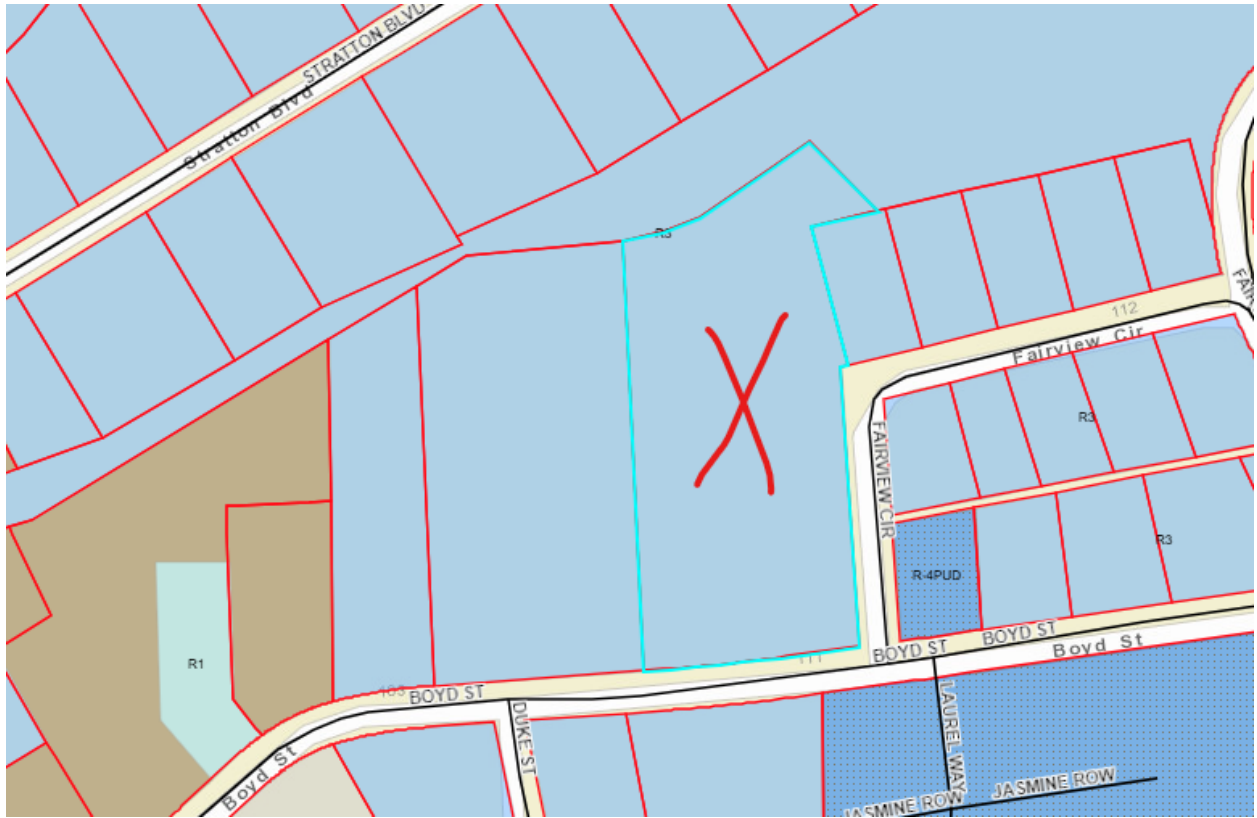
Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025  
Second Reading: 4-8-2025

ATTEST:

\_\_\_\_\_  
Mayor

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





**ORDINANCE NO. 635**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF  
ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 004.01 OF CHEATHAM  
COUNTY TAX MAP 055F, GROUP H, LOCATED AT 570 S MAIN ST**

**WHEREAS**, said portion of property requested to be rezoned from R-3 PUD, Medium-Density Residential Planned Unit Development, to R-3, Medium-Density Residential District, is located in the corporate limits of the Town of Ashland City; and

**WHEREAS**, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 03, 2025, with a recommendation for approval.

**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 parcel included on Tax Map 055F, Group H, Parcel 004.01 located at 570 S Main Street be rezoned from R-3 PUD (Medium-Density Residential Planned Unit Development) to the R-3 (Medium-Density Residential District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned R-3 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.

Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025  
Second Reading: 4-8-2025

ATTEST:

\_\_\_\_\_  
Mayor

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



**ORDINANCE NO. 636**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF  
ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 020.00 OF CHEATHAM  
COUNTY TAX MAP 055C, GROUP L, LOCATED AT 113 RUTH DRIVE**

**WHEREAS**, said portion of property requested to be rezoned from R-3 DOD, Medium-Density Residential Downtown Overlay District, to C-2 DOD, Commercial Highway Service Downtown Overlay District, is located in the corporate limits of the Town of Ashland City; and

**WHEREAS**, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on February 03, 2025, with a recommendation for approval.

**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 parcel included on Tax Map 055C, Group L, Parcel 020.00 located at 113 Ruth Drive be rezoned from R-3 DOD (Medium-Density Residential Downtown Overlay District) to the C-2 DOD (Commercial Highway Service Downtown Overlay District), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of February 2025. This area to be zoned C-2 DOD is marked with a red "X" and shown on the map below.

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

Approved by the Planning Commission at the regularly called meeting on February 03, 2025.

First Reading: 3-11-2025  
Second Reading: 4-8-2025

ATTEST:

\_\_\_\_\_  
Mayor

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



## ORDINANCE 637

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO AMEND TITLE 15, CHAPTER 3, SECTION 301.**

**WHEREAS** due to increased traffic and safety concerns, the Town wishes to reduce the standard speed limit from 30 miles per hour to 25 miles per hour unless otherwise posted;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that Title 15, Chapter 3, Section 301 shall be amended to change the standard speed limit from 30 miles per hour to 25 miles per hour. The remainder of Title 15, Chapter 3, Section 301 shall remain the same.

Be it ordained by the Council of the Town of Ashland City, Tennessee.

First reading 3-11-2025

Second reading 4-8-2025

Attest:

\_\_\_\_\_  
Mayor

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

## **ORDINANCE 638**

### **AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ESTABLISH ELIGIBILITY REQUIREMENTS FOR INSTALATION OF SPEED BUMPS.**

**WHEREAS** citizens and residents of the Town of Ashland City request for speed bumps in their neighborhoods for the regulation of speeding and traffic; and

**WHEREAS** the Town wants to establish eligibility requirements for speed bumps that are requested by citizens and residents; and

**WHEREAS** the Municipal Code provides under Title 15 of the Municipal Code for regulations for Motor Vehicles, Traffic and Parking; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that Title 15, Chapter 1 shall be amended to add a new section known as Chapter 15-122 which shall be as follows:

#### **15-122.**

##### **Eligibility Requirements for speed bumps**

All of the following criteria should be satisfied for a street to be considered eligible for speed bump installation.

1. A petition from the residents and business owners documenting that at least 75 percent of all households and businesses in the project area (which includes streets that traffic may be diverted to) support the installation of speed bumps on the identified street. All residents within the project area should be presented with the opportunity to sign the petition.
2. A verification statement from the contact person confirming that the signatures on the speed bump petition are valid and represent at least 75 percent of the households/businesses adjacent in the project area.
3. A statement from the neighborhood association (if there is one) endorsing speed bump installation on the project street. The statement must be presented at a meeting of the neighborhood association or organization.

Upon receipt of the Petition, the matter will be reviewed by the police department, public works department and City council to determine if speed bumps will be installed. The city council may on its own initiative have speed bumps installed for areas where they feel it is necessary for the safety and traffic control of the area.

Be it ordained by the Council of the Town of Ashland City, Tennessee.

First reading 3-11-2025

Second reading 4-8-2025

Attest:

\_\_\_\_\_  
Mayor

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

**RESOLUTION 2025-17**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO DEDICATE THE COURT ROOM  
AT THE NEW CITY HALL BUILDING IN HONOR OF JUDGE JAMES W. "BILL" STINNETT.**

**WHEREAS** Judge James W. "Bill" Stinnett presided over the Town's Court since 1996.

**WHEREAS** Judge Stinnett served as our municipal judge for almost thirty years up to the age of 95 years old. Prior to his time on the bench, he served as the Town's City Attorney.

**WHEREAS** the council appreciates Judge Stinnett's unwavering commitment to the Town of Ashland City and wishes to acknowledge his dedication to upholding justice and ensuring that all people who appeared before him were treated fairly and equitably.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that the court room at the new city hall building shall be dedicated to the memory of Judge James W. "Bill" Stinnett.

We, the City Council, meeting in Regular Session on this the 8th day of April, 2025 move for the adoption of the Resolution as set out above.

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

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

Attest:

\_\_\_\_\_  
Mayor GERALD GREER

\_\_\_\_\_  
City Recorder MARY MOLEPSKE



RESOLUTION 2025-18

**AN RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO DONATE \$ 750.00 TO THE CHEATHAM COUNTY RODEO THAT WILL BE HELD AT THE CHEATHAM CUNTY FAIRGROUNDS.**

**WHEREAS** The Cheatham County chamber will hold Rodeo Event. It is the Ride 'Em & Rope 'Em Cheatham County Rodeo; and

**WHEREAS** the event will take place on Friday, May 23,2025 and Saturday, May 24, 2025, at 870 Fairgrounds Rd, Ashland City, Tennessee; and

**WHEREAS** they will include the experience of the rodeo, have a food corral, marketplace, Longhorn photo opportunity, Pony rides, live music, and more; and

**WHEREAS** the admission will be (12+) \$20.00, vets and seniors \$18.00, Ages 4-11 \$15.00, Age 3 and under FREE and doors will open at 6 PM.

**WHERAS** the Cheatham County Chamber is asking for a donation of \$ 750.00 for the event.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, APPROVE THE DONATION OF \$750.00 FOR THE RODEO EVENT.**

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Mayor Gerald Greer

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City Recorder Mary Molepske





# RIDE 'EM & ROPE 'EM



## CHEATHAM COUNTY RODEO

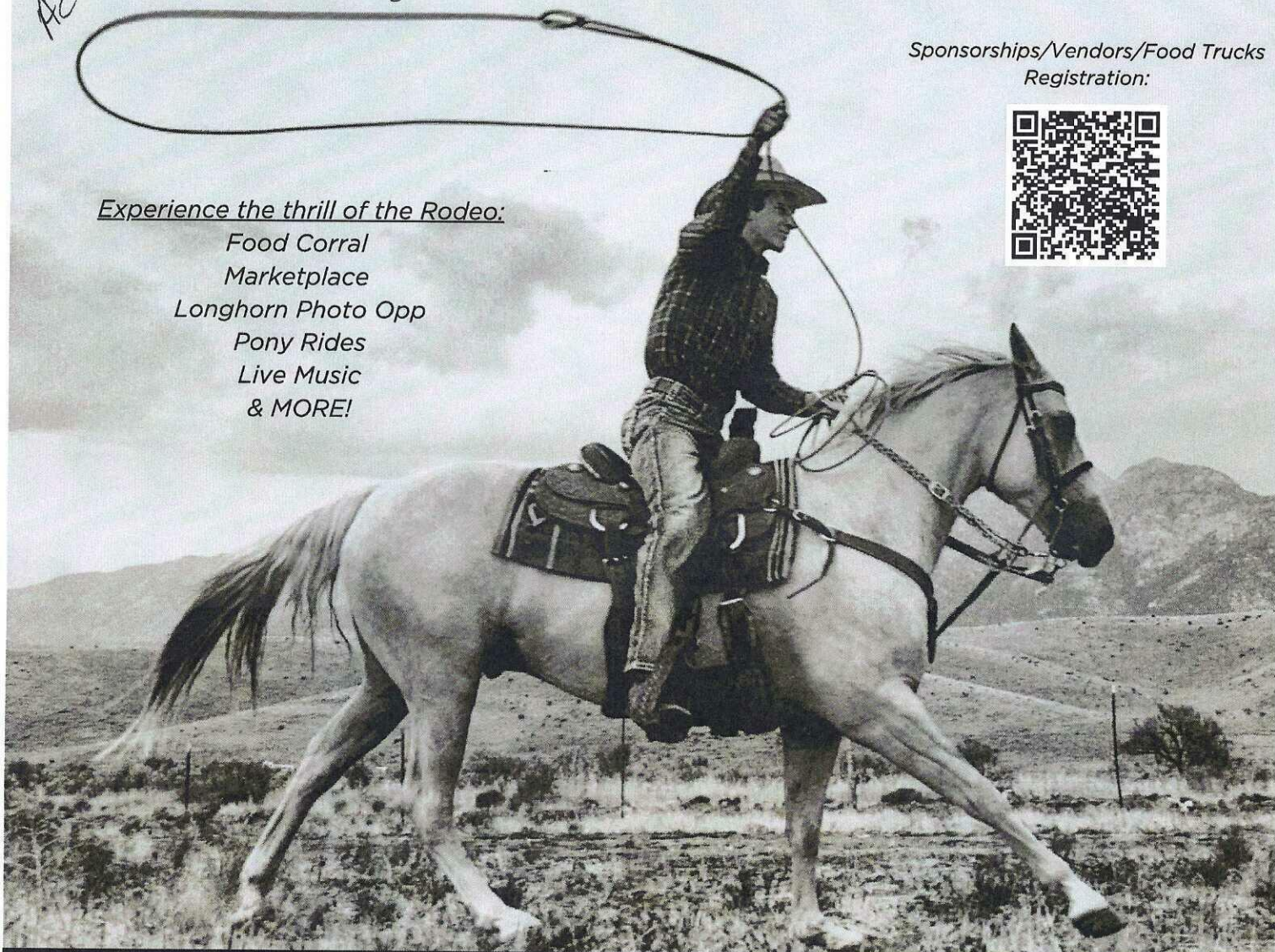
870 FAIRGROUNDS RD,  
ASHLAND CITY, TN

Sponsorships/Vendors/Food Trucks  
Registration:



Experience the thrill of the Rodeo:

Food Corral  
Marketplace  
Longhorn Photo Opp  
Pony Rides  
Live Music  
& MORE!



**MAY 23 & 24**  
**FRI & SAT**

**GATES OPEN 6PM**  
**MUTTON BUSTIN 7PM**  
**RODEO 7:30PM**

**ADULTS (12+): \$20**  
**VETS & SENIORS: \$18**  
**AGES 4-11: \$15**  
**AGES 3 UNDER: FREE**



615-792-6722



[www.cheathamchamber.org](http://www.cheathamchamber.org)



Rafter M Rodeo Company





DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, NASHVILLE DISTRICT  
110 9<sup>TH</sup> AVENUE SOUTH, ROOM A-405  
NASHVILLE, TN 37203-3817

Real Estate Division

MAR 19 2025

Honorable Gerald Greer  
Mayor, Ashland City  
P.O. Box 36  
Ashland City, Tennessee 37015

Dear Mayor Greer:

An on-site compliance inspection of Lease, W912P5-1-04-0193, Riverbluff Park, was conducted on August 6, 2024 to determine if your organization is managing the lease site in accordance with the terms and conditions.

Enclosed is copy of the ENG Form 3131 (inspection report) for your records. All findings from the inspection are listed on the report. All deficiencies, unless otherwise noted for submission of plan to correct, should be corrected within thirty (30) days of receipt of this letter and this office should be notified in writing when the corrections have been completed.

A follow-up inspection will be conducted to determine if the issues have been corrected. If there are any questions in this regard, please contact Mr. Jamie Summers of my office at (615) 736-2395 or [Jamie.r.summers@usace.army.mil](mailto:Jamie.r.summers@usace.army.mil) your continued cooperation is appreciated.

Sincerely,

Mary C. Keith  
Chief, Real Estate  
Real Estate Contracting Officer

Enclosures

U.S. Army Corps of Engineers  
**REPORT OF COMPLIANCE INSPECTION OF ARMY AND AIR FORCE PROPERTY OCCUPIED UNDER  
LEASE, LICENSE, EASEMENT OR PERMIT**

For use of this form see ER 405-1-12; the proponent agency is CERE-MM.

<b>1. LOCATION</b> CHEATHAM LOCK and DAM PROJECT		<b>2. DATE OF INSPECTION</b> 8/06/2024		
<b>3. PROPERTY NAME OR DESCRIPTION</b> Town of Ashland City Tract(s) E-514-1, E-514-2, E-515, E-516-E, & E-517-E 8.7 acres fee, 1.1 acres FE.				
<b>4. NAME OF LESSEE, LICENSE, USER OR PERMITTEE</b> Honorable Gerald Greer, Town of Ashland City P.O. Box 36, 101 Court Street Ashland City, Tennessee 37015				
<b>5. INSTRUMENT</b> <table style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;"><b>a. TYPE</b> <input checked="" type="checkbox"/> LEASE      <input type="checkbox"/> EASEMENT <input type="checkbox"/> LICENSE      <input type="checkbox"/> PERMIT</td><td style="width: 50%; vertical-align: top;"><b>6. INTEREST OR RIGHT GRANTED</b> Public Park &amp; Recreation lease</td></tr></table>		<b>a. TYPE</b> <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> EASEMENT <input type="checkbox"/> LICENSE <input type="checkbox"/> PERMIT	<b>6. INTEREST OR RIGHT GRANTED</b> Public Park & Recreation lease	
<b>a. TYPE</b> <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> EASEMENT <input type="checkbox"/> LICENSE <input type="checkbox"/> PERMIT	<b>6. INTEREST OR RIGHT GRANTED</b> Public Park & Recreation lease			
<b>b. NUMBER</b> W912P5-1-04-0193				
<b>c. EFFECTIVE DATE</b> 2004/02/28	<b>d. EXPIRATION DATE</b> 2024/02/27			
<b>7. ANNUAL RENTAL</b> N/A		<b>8. COMPLIANCE WITH TERMS</b> <input type="checkbox"/> SATISFACTORY <input checked="" type="checkbox"/> UNSATISFACTORY		
<b>9. RECOMMENDATIONS AND REMARKS</b> Your current lease expired on February 27, 2024. The Cheatham Resource Managers office should be in contact to assist you in gathering the information needed to renew your lease.  The on-site inspection and review of our file revealed the following:  <b>DEFICIENCIES:</b>  In accordance with Condition "5. DEVELOPMENT PLANS" of your lease: - Submittal of your annual development plan is required.  In accordance with Condition "7. APPLICABLE LAWS AND REGULATIONS" of your lease. - Submittal of your annual ADA/Water and Sanitary Systems form is required. (Enclosed)  In accordance with Condition "12 ACCOUNTS, RECORDS AND RECEIPTS" of your lease. - Submittal of your Annual Statement of Receipts and Expenditures is required.  In accordance with Condition "16 INSURANCE" of your lease. - Submittal of your annual Certificate of Insurance or statement of self-insurance is required  Lessee appears to be operating within their designated lease area.				
<b>10a. INSPECTOR'S PRINTED NAME</b> Jamie Summers	<b>b. DATE</b> 2024-08-08	<b>c. SIGNATURE</b> SUMMERS.JAMIE.R.1270978106 <small>Digitally signed by SUMMERS.JAMIE.R.1270978106 Date: 2024.08.22 08:08:52 -05'00'</small>		

NAME OF LESSEE, LICENSE, USER OR PERMITTEE  
Honorable Gerald Greer, Town of Ashland City  
P.O. Box 36, 101 Court Street  
Ashland City, Tennessee 37015

NUMBER  
W912P5-1-04-0193

EFFECTIVE DATE  
2004/02/28

11. DISTRICT  
Nashville

12. REPORT  
☒ APPROVED ☐ DISAPPROVED

13a. REAL ESTATE DIVISION CHIEF'S PRINTED NAME  
Mary C. Keith

b. DATE

18 Mar 25

c. SIGNATURE

Mary Keith



















ASSURANCE OF COMPLIANCE  
WITH THE  
AMERICANS WITH DISABILITIES ACT  
AND  
LAWS AND REGULATIONS PERTAINING TO WATER AND SANITARY SYSTEMS

LESSEE: Ashland City/Riverbluff Park  
Lease NO. W912P5-1-04-0193  
Project: Cheatham Lock and Dam Project  
County & State: Cheatham, Tennessee

Condition No. 5 of your lease, Applicable Laws and Regulations, state, in part that the lessee shall comply with all applicable laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food services, water supply, sanitation, use of pesticides, and licenses or permits to do business. The lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with federal, state, and local standards. Lessee will also provide a statement of compliance with the Americans with Disabilities Act, noting any deficiencies and providing a schedule of corrections.

This document will serve as certification of assurance that the lessee hereby agrees that they will (1) comply with the requirements of Title III, Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, of the American Disability Act (ADA) and the implementing regulations by the Office on the Americans with Disabilities Act, Civil Rights Division, Department of Justice (36 CFR subparts 1 to 6) and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers of Compliance Board; and (2) that you certify that all water and sanitary systems on the premises have been inspected and comply with all federal, state, and local laws. This document acts as evidence of your inspection and certification for 2024 (year of certification).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name of Lessee

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code



# CLARKE PowerGen

Cust.

Town of Ashland City  
Attn: Chuck Walker  
233 Tennessee Waltz Parkway Suite 103  
Ashland TN 37015  
615-792-4531  
cwalker@ashlandcitytn.gov

Preventive Maintenance Agreement  
Emergency Fire Pump or Generator  
Location: Station 1  
S/N: B240314080  
M/N: C200 D6D

1- 12 Month Period of Preventive Maintenance Consisting of:

1- Annual Service \$ 1,095.00

1- Annual & 1 Semi-Annual \$ 1,545.00

1- Annual & 3 Quarterly \$ 2,445.00

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

1 Annual Service \_\_\_\_\_  
1 Annual & 1 Semi-Annual ☒ \_\_\_\_\_  
1 Annual & 3 Quarterly \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 150.00 / hr. (regular hours) - \$ 225.00 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 3.00 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

Phil Hilton  
Service Administrator  
Date: 3/19/2025  
Proposal # 21843



Cust. # 145700

Ashland City Fire Department  
Chief Walker; Fire Dept  
P.O. Box 36  
Ashland City, TN 37015  
615-792-4211 X 230  
[cwalker@ashlandcitytn.gov](mailto:cwalker@ashlandcitytn.gov)

Preventive Maintenance Agreement  
Emergency Standby Generator  
Location: **Fire Station #2**  
S/N: OLY00000CNNS00925  
M/N: D200P4-1

1- 12 Month Period of Preventive Maintenance Consisting of:

- |                           |             |
|---------------------------|-------------|
| 1- Annual Service         | \$ 750.00   |
| 1- Annual & 1 Semi-Annual | \$ 1,185.00 |
| 1- Annual & 3 Quarterly   | \$ 1,945.00 |

Emergency Service Available 24 Hours a Day.

Please indicate service(s) accepted and return a signed copy of this proposal to the address shown below.

- 1 Annual Service \_\_\_\_\_  
1 Annual & 1 Semi-Annual ☒ \_\_\_\_\_  
1 Annual & 3 Quarterly \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Labor Rates for Services Not Covered by Maintenance Agreement are:

\$ 150.00 / hr. (regular hours) - \$ 225.00 / hr. (overtime hours).

Mileage Rate for Repair Calls \$ 3.00 / Mile

Prices Quoted are good for 90 Days. – Terms: Net 30 days.

Prices Quoted do not include any Sales or User Tax that may be Applicable.

See PM Maintenance Schedule Enclosed.

Sarah Fulp  
Service Administrator  
Date: 2/17/2025  
Proposal # 21753



## **3 YEAR RENEWAL OPTION:**

**CLARKE POWER SERVICES IS OFFERING A NEW (36) MONTH PM RENEWAL PLAN. THIS MEANS YOU WILL RECEIVE A NEW AGREEMENT EVERY 36 MONTHS IN LIEU OF 12 MONTHS. YOU CAN STILL STOP YOUR SERVICES AT ANY TIME.**

**IF YOU WISH TO ACCEPT THIS OFFER PLEASE SIGN AND DATE BELOW AND RETURN WITH YOUR RENEWALS.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Company Name** \_\_\_\_\_

**Email to: [service@clarkegen.com](mailto:service@clarkegen.com)**

**Fax to: 336.808.9561**

**Mail to: Clarke Power Services, Inc.  
P.O. Box 18949  
Greensboro, NC 27419**





## **PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES**

### **ANNUALLY:**

#### **1. FUEL SYSTEM**

- A. Change fuel filter elements (element included).
- B. Check fuel tanks for water.
- C. General inspection of all components.
- D. Check fuel pressure at cylinder head (if applicable).
- E. Check fuel level in main fuel tank.
- F. Check operation of day tank.
- G. Fuel sample analysis available on diesel units (at additional charge).

#### **2. LUBRICATING SYSTEM**

- A. Change oil in engine (oil included).
- B. Change oil filter (filter element(s) included).
- C. Check and record engine oil pressure.
- D. Check engine for oil leaks.
- E. Take oil sample for analysis.

#### **3. COOLING SYSTEM**

- A. Check engine water pump.
- B. Check all cooling system hoses.
- C. Check and clean all louvers.
- D. Check coolant level.
- E. Check and record freeze protection and add if needed (makeup antifreeze furnished).
- F. Check condition of belts.
- G. Check for adequate fresh air to engine.
- H. Check condition of fan hub.
- I. Check operation of water jacket heater.
- J. Check and record operating temperature. Verify that operating temperature is in the correct range.
- K. Coolant sample analysis available (at additional charge).

#### **4. EXHAUST SYSTEM**

- A. Check condition of mufflers, exhaust lines, supports and connections.
- B. Check condition of turbocharger (if applicable).
- C. Check for exhaust leaks.





**ANNUALLY:**

**5. AIR INTAKE SYSTEM**

- A. Check air inlet restriction.
- B. Check exhaust restriction.
- C. Clean crankcase breather pads (if applicable).
- D. Check all air system piping.
- E. Check condition of dry type air cleaner element(s) or service oil bath air cleaner (oil is included).

**6. CONTROL SYSTEM**

- A. Check operation of all gauges and meters.
- B. Clean control cabinet.
- C. Check operation of all controls.
- D. Check shut down system for correct operation.

**7. ENGINE ELECTRICAL STARTING SYSTEM**

- A. Check condition of batteries.
- B. Clean batteries and cables.
- C. Add distilled water to maintain proper electrolyte level (included).
- D. Check operation of float charger.
- E. Check battery voltage.
- F. Lubricate starter motor (if accessible).

**8. GENERATOR**

- A. Check condition of bearing.
- B. Check main breaker for operation (if applicable).
- C. Check cables from generator to transfer switch (if accessible).
- D. Visually check transfer switch for proper condition and operation.
- E. Clean interior of transfer switch enclosure as necessary.

**9. GENERAL**

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible. If not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.



## **PREVENTATIVE MAINTENANCE PROGRAM GENERATOR AND FIRE PUMP ENGINES**

### **QUARTERLY & SEMI-ANNUALLY:**

- 1. FUEL SYSTEM**
  - A. Drain water and sediment from fuel filters.
  - B. Check fuel level in day tank.
  - C. General inspection of all components.
- 2. LUBRICATING SYSTEM**
  - A. Check oil level (fill to proper level).
  - B. Check and record engine oil pressure.
  - C. Check engine for oil leaks.
- 3. COOLING SYSTEM**
  - A. Check all cooling system hoses.
  - B. Check coolant level.
  - C. Check freeze protection and add if needed (included).
  - D. Check condition of belts.
  - E. Check operation of water jacket heater.
- 4. EXHAUST SYSTEM**
  - A. Check for exhaust leaks.
  - B. Check for operation of rain cap.
  - C. Check for tightness of bolts.
- 5. AIR INTAKE SYSTEM**
  - A. Check air inlet piping.
  - B. Check condition of air filter element (or oil bath).
- 6. CONTROL SYSTEM**
  - A. Check operation of all gauges and meters.
  - B. Check operation of all controls.
  - C. Check shutdown systems.
- 7. ENGINE ELECTRICAL STARTING SYSTEM**
  - A. Clean batteries and cables.
  - B. Add distilled water to maintain proper electrolyte level.
  - C. Check operation of float charger.
  - D. Check and record battery voltage.



**QUARTERLY & SEMI-ANNUALLY:**

**8. GENERATOR**

- A. Check main circuit breaker for operation (if applicable).
- B. Visually check transfer switch for proper condition and operation.

**9. GENERAL**

- A. Check for any unusual condition of vibration, deterioration, leakage, high surface temperature or noise.
- B. Run generator under emergency conditions if possible; if not possible, run generator under test conditions.
- C. Record all readings and present to customer.
- D. Leave control panel in automatic mode.
- E. Notify customer if additional service work is required.

# *The MG Group, P.C.*

## **CERTIFIED PUBLIC ACCOUNTANTS AND AUDITORS**

March 24, 2025

Ms. Jamie Winslett  
Interim Finance Director  
Ashland City, Tennessee

We are pleased to confirm our understanding of the services we are to provide the Town of Ashland City, Tennessee for the year ended June 30, 2025.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Ashland City, Tennessee as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Ashland City, Tennessee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Ashland City, Tennessee's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Net Pension Liability (Asset) and Related Ratios Based on Participation in the Public Employee Pension Plan of TCRS
- 3) Schedule of Contributions Based on Participation in the Public Employee Pension Plan of TCRS
- 4) Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Ashland City, Tennessee's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such

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**515 NW Atlantic Street, Tullahoma, Tennessee 37388**

**Phone (931) 393-3307**

**Fax (931) 563-5585**

information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Schedule of Expenditures of Federal Awards and State Financial Assistance

2) Non-Major Governmental Fund:

Balance Sheet Non-Major Governmental Fund

Schedule of Revenues, Expenditures, and Changes in Fund Balance

Schedule of Revenues, Expenditures, and Changes in Fund Balance Budget (GAAP Basis) and Actual

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Listing of City Officials

2) Schedule of Tax Rates and Assessments

3) Schedule of Changes in Property Taxes Receivable

4) Change of Property Tax Levies and Collections

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits

contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Ashland City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Ashland City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Town of Ashland City, Tennessee in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial

statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3)



others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the MG Group, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit

documentation and appropriate individuals will be made available upon request and in a timely manner to the Tennessee Comptroller of the Treasury or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the MG Group, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Tennessee Comptroller of the Treasury. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Melissa D. McGee is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately October 1, 2025 and to issue our reports no later than December 31, 2025.

Our fee for services will not exceed \$26,000 for the audit and if a cross-walk is required, \$2,500. If it is determined that a single audit is required, an additional fee of \$4,000 will be assessed. Travel costs and out-of-pocket expenses will be billed separately. Our invoices for these fees will be rendered as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If the Firm must respond to any summons or subpoena in its capacity as auditor, then the Firm is entitled to reimbursement from the Town for any out-of-pocket costs incurred in preparing a response including standard hourly fees for personnel.

If this engagement results in dispute which cannot be resolved between the Firm and the Town, then after ninety days of said dispute, and before any litigation, resolution shall be sought first by a licensed mediator or arbitrator agreed upon by both parties. The results of such mediation or arbitration may be used in any court in the jurisdiction in which the Firm is domiciled. The cost of such shall be shared equally by the parties. Furthermore, the Firm's total liability for any breach of this agreement, and for its own ordinary or gross negligence in any aspect of its relationship with the Town, shall not exceed the fees paid to and received by the Firm under this agreement.

## Reporting

We will issue a written report upon completion of our audit of the Town of Ashland City's financial statements. Our report will be addressed to management and those charged with governance of the Town of Ashland City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Ashland City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Town of Ashland City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Mark H. Crocker*

Mark H. Crocker, CPA, CGMA, CMFO  
for the Firm

RESPONSE:

This letter correctly sets forth the understanding of the Town of Ashland City.

Management signature: \_\_\_\_\_

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

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

**RESOLUTION 2025-19**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO APPROVE THE CLIENT TRANSPORTATION AGREEMENT WITH THE MID-CUMBERLAND HUMAN RESOURCE AGENCY, INC.**

**WHEREAS** Thrive 55, Ashland City needs non-emergency transportation services provided for individuals(members) to destinations located in Cheatham County; and

**WHEREAS** Mid-Cumberland Human Resource Agency will receive assignments from Thrive 55 for non-emergency standard transport of members from locations within the service area to locations within the service area of Cheatham County; and

**WHEREAS** Mid-Cumberland may schedule multiple members per vehicle so long as no member thereby spends greater that one hour in the vehicle; and

**WHEREAS** each member shall be allowed one and only one escort to ride with such members free of charge and under no circumstances will Mid-Cumberland be required to provide an escort for any member; and

**WHEREAS** services provided under this agreement will be available Monday through Friday between the hours of 6pm; and

**WHEREAS** Thrive 55 agrees to pay General Public Fares for their clients who are transported by MCHRS public transit; and

**WHEREAS** 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; and

**WHEREAS** the term will be July 1, 2024, through June 30, 202; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE,** approve the Transportation Agreement for Thrive 55+ Center.

We, the City Council, meeting in Regular Session on this the 8th day of April, 2025 move for the adoption of the Resolution as set out above.

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

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

Attest:

\_\_\_\_\_  
Mayor GERALD GREER

\_\_\_\_\_  
City Recorder MARY MOLEPSKE



**L & B**  
**PAINTING &**  
**HOME IMPROVEMENTS**  
Free Estimates



(615) 212-7370

1022 East Side Dr.  
Ashland City, TN 37015

615-982-3629

SUBMITTED TO: Tammany Carter

PHONE:

615-982-9942

DATE:

3/31/25

PROJECT: Job Trive SS Center CITY, STATE & ZIP CODE:

Ashland City TN

We hereby submit specifications and estimates for:

1. Interior Painting; Approx. 6000 Sq. Ft.
2. All WALLS & TRIM
3. Door That are Painted

4. AREAS NOT Painting: Kitchen Walls

Library Walls

Mech. Rms 11 Office Kf Side

Booth Rms

Furnishing Paint & Materials for Job

Removing Paper in Main Area

& Fixing Walls for Paint

\$13,950.00

We propose hereby to furnish material and labor - complete in accordance with above specification,  
if the sum of: \$13,950.00  
agreed to be made as indicated: Others (\$ )

Authorized Signature: L. Lawrence Best

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN      DAYS.

# McCarver Construction

**RECIPIENT:****Thrive 55**

Ashland City, Tennessee 37015

**Quote #1009**

Sent on

Mar 29, 2025

**Total****\$10,800.00**

Product/Service	Description	Qty.	Unit Price	Total
Labor	Hourly labor charge	1	\$9,000.00	\$9,000.00
Materials		1	\$1,800.00	\$1,800.00

**Total****\$10,800.00**

This quote is valid for the next 30 days, after which values may be subject to change.



**Jason the Painter**  
**2766 Lower Walkers Creek Rd.**  
**Goodlettsville, Tn 37072**  
**615-500-5713**

The Town of Ashland City

104 Ruth Dr

Ashland City, Tn 37015

[gbatts@ashlandcitytn.gov](mailto:gbatts@ashlandcitytn.gov)

Date: 3/31/2025

Interior walls, door trim and window trim will need

Two coats of finish paint.

We will need 8 days to finish (4 Sat, and 4 Sunday)

Labor & Materials	8930.00
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If you need us to remove wallpaper, prep walls w/

One coat of primer and two coats of finish paint

Labor & Materials	<u>2780.00</u>
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Total:	11,710.00
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**Ordinance No. 639**  
**An Ordinance of the**  
**Town of Ashland City, Tennessee**

**Amending the Fiscal Year 2025 Budget**

- WHEREAS** the governing body adopted the fiscal year 2025 budget by Ordinance Number 625 on July 30<sup>th</sup>, 2025; and
- WHEREAS** the budget was submitted to the Tennessee Comptroller's Division of Local Government Finance for approval; and
- WHEREAS** pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and
- WHEREAS** the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and
- WHEREAS** the Town of Ashland City needs to replace a 2021 Ford Police Interceptor SUV, vehicle 816, VIN 1FM5K8AB3MGB72272. The vehicle was involved in a collision on March 13<sup>th</sup>, 2025, resulting in a total loss. As such, the Mayor and Council wish to amend the 2025 budget for the purchase of a 2025 Ford of the same make and model with monies from fund balance. The result is an increase in expenditures and a decrease in fund balance. Insurance recovery revenue is \$27,089.72. The result is an increase in revenue.

**SECTION 1.** Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2025 budget.

Fund Name: General				
Account #	Account Name	Original Budget	Amended Budget	Budget Amendment / Change
42100-900	Capital Outlay	\$332,000.00	\$45,372.00	\$377,372.00
110-36350	Insurance Recoveries	\$0.00	\$27,089.72	\$27,089.72

**SECTION 2.** Now, therefore, be it resolved that this ordinance shall take effect 20 days upon final passage.

Voting Yay \_\_\_\_\_

Voting Nay \_\_\_\_\_

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_, Mayor

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_, City Recorder

Date of First Reading: \_\_\_\_\_

Date of Second Reading: \_\_\_\_\_

**RESOLUTION 2025-20**

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO REIMBURSE THE ENTERPRISE ACCOUNT FROM THE AMERICAN RESCUE PLAN ACT FUNDS**

**WHEREAS** Resolution 2024-03 was passed by the Council for the Town to allocate \$1,414,433.08 of the American Rescue Plan Act funds to be used for the construction of the new Waste Water Treatment Plant.

**WHEREAS**, the funds have already been expended in the amount of \$1,414,433.08 towards the construction of the new Waste Water Treatment Plant out of the enterprise funds and these funds just need to be reimbursed.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the funds from the American Rescue Plan Act in the amount of \$1,414,433.08 shall be transferred to the enterprise fund for reimbursement of funds spent out of this account for the construction of the new Wastewater Treatment Plant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Voting in favor \_\_\_\_\_

Voting

Against \_\_\_\_\_

\_\_\_\_\_  
MAYOR GERALD GREER  
MOLEPSKE

CITY RECORDER MARY



Agreement No: #####

State Proj : 11LPLM-F1-019

Federal Proj : STP-M/TAP-9327(11)

## RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by, and between **Ashland City** (hereinafter referred to as "The City") and \_\_\_\_\_ (hereinafter referred to as the "Railroad").

### WITNESSETH:

WHEREAS, The City plans to undertake Trail Project Pin Number: **130039.00** described as CUMBERLAND RIVER BICENTENNIAL TRAIL EXTENSION near **ASHLAND The City** in **CHEATHAM** County, Tennessee (hereinafter referred to as the "Trail Project"); and

WHEREAS, The City agrees to cooperate with the Railroad in constructing the Trail Project, and to assume ownership and the responsibility to maintain the Trail Project; and

WHEREAS, the Railroad agrees to cooperate with The City in the construction and maintenance of the Trail Project; and

WHEREAS, the Railroad is eligible for reimbursement for accommodating the Trail Project under 23 CFR, Subparts 140I and 646B, which are incorporated herein by reference; and

WHEREAS, for the Trail Project, in accordance with the preliminary engineering authorization fully executed by the parties on **DATE**, the Railroad has reviewed The City's Trail Project plans and prepared Railroad plans, specifications, and estimate of costs of equipment, material, and labor as required for the Railroad to accommodate construction of the Trail Project (hereinafter referred to as the "Railroad Engineering Services"); and

WHEREAS, the Railroad will be required to perform flagging and inspection services and other work to accommodate construction of the Trail Project in accordance with the Railroad's plans, specifications, and estimate of costs of equipment, material, and labor as approved by The City (hereinafter referred to as "Railroad Construction Phase Services"); and

WHEREAS, the Railroad Engineering Services and the Railroad Construction Phase Services shall hereinafter collectively be referred to as the "Railroad Services"; and

WHEREAS, for the Railroad Services, the Railroad has provided its estimate of costs, hereinafter referred to as the Force Account Estimate ("FAE"), dated **DATE**, which estimate is in the amount of \$**###**;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree to provide for the services necessary for the construction and maintenance of the Trail Project under the following terms and conditions:

1. The Railroad shall perform the Railroad Services provided for in this Agreement as provided in 23 CFR, Subpart 646B.
- ~~2. The City has approved the FAE dated **DATE**, which is attached hereto as **Exhibit A** and incorporated herein by reference and which separately lists the Railroad's estimated costs for Railroad Engineering Services and for Railroad Construction Phase Services. The Railroad's estimated costs for Railroad Engineering Services shown in the FAE include those costs incurred from and after the preliminary engineering authorization fully executed by the parties on **DATE**.~~
3. The City agrees to undertake the Trail Project in accordance with:
  - (a) Any required Special Provisions for Protection of Railway Interest (hereinafter referred to as the "Special Provisions") approved by the parties, which shall be attached hereto and incorporated herein as the next numbered Exhibit if applicable; and
  - (b) The City's plans for the above-referenced Trail Project (hereinafter referred to as the "Plans") have been approved by the Railroad dated **DATE**. The approved Trail Plans may be subsequently supplemented or modified by The City, in which event they will be reviewed and approved by Railroad under the process described in subsection 3(c) or subsection 3(d).
  - (c) Should The City revise the approved Trail Plans in the ordinary course of business after the approval date indicated in subsection 3(b), The City agrees to forward such revised Trail Plans to the appropriate engineering officer of Railroad by email, by mail, or by reputable overnight courier service. Railroad agrees to notify The City by email, by mail, or by reputable overnight courier service within sixty (60) days after Railroad's receipt of the revised Trail Plans if Railroad has any objections to these plans or if Railroad approves the revised Trail Plans. In order to prevent delay of the Trail Project, the Railroad agrees to use its reasonable best efforts to review and approve any revised Trail Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of any revised Trail Plans.
  - (d) If unforeseen events or unexpected conditions indicate an emergency need to revise the Trail Plans, The City agrees to forward such revised Trail Plans to the appropriate engineering office of Railroad by email, by mail, or by reputable overnight courier service. The Railroad agrees to use its reasonable best efforts to review and approve, or identify its objections to such revised Trail Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such revised Trail Plans.



- (e) Railroad agrees that construction of the Trail Project in accordance with Trail Plans approved by the Railroad, including any approved revisions, shall not be construed as creating any conflict with or causing any damage to the Railroad's facilities or operations.
4. (a) The Railroad agrees to perform the Railroad Services in accordance with its estimate of cost, plans and specifications, as approved by The City, which shall be incorporated into this Agreement as described herein, and as otherwise contemplated by this Agreement.
- (b) Any change in the Railroad's approved estimate of cost, plans or specifications shall require the prior written approval of The City. The City agrees to review and, if acceptable, approve such requests for change in a timely manner, and The City agrees to cooperate with the Railroad to resolve, if possible, any objections The City may have to such requested changes in the Agreement.
5. The Railroad shall be reimbursed for its actual eligible costs up to the amounts listed in the FAE for Railroad Engineering Services and for Railroad Construction Phase Services. In the event that the parties agree that proposed Railroad costs above the amount(s) shown in the approved FAE are justified, the parties shall execute a supplement to this Agreement to incorporate a revised FAE. Upon full execution of such supplement, the Railroad then may incur additional costs in accordance with the FAE. In no event shall Railroad be eligible for reimbursement of ineligible costs or of costs not actually incurred.
6. (a) The Railroad agrees that it will perform the Railroad Construction Phase Services by one of the following methods (mark the appropriate space and describe as required):
- ☐ By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
  - ☐ By contract awarded to the lowest qualified bidder based on appropriate solicitation
  - ☐ By use of an existing continuing contract (provided that the costs are reasonable)
  - ☒ By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as described below:
    - By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
    - By use of an existing continuing contract (provided that the costs are reasonable)
- (b) Whenever the Railroad elects to perform the Railroad Construction Phase Services by award of a contract, it shall submit the same to The City for prior approval, which approval shall not be unreasonably withheld. The City may not be required to reimburse the Railroad for its obligation under any contract that has not received the advance written approval of The City.
- (c) The Railroad shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Construction Phase Services to anyone other than The City. The Railroad

hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.

- (d) Neither the Railroad nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Construction Phase Services to be performed under a contract to be awarded by the Railroad. The Railroad further agrees that no employee, officer, or agent of the Railroad shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Construction Phase Services if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Railroad Construction Phase Services for this Trail Project. Neither the Railroad nor any affiliate, subsidiary, employee, officer, or agent of the Railroad shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
- (e) The Railroad must request in writing and receive The City's written approval prior to any revision in the method of performing the Railroad Construction Phase Services, which approval shall not be unreasonably withheld. Failure to do so may result in the loss of The City participation in payment for the cost of the Railroad Construction Phase Services.
- (f) The Railroad agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Railroad agrees that all products used in the Railroad's adjustment work that are manufactured of steel or iron –shall be manufactured in the United States, or shall comply with an exception allowable under 23 USC § 313 and 23 CFR § 635.410. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Railroad's adjustment work are manufactured. The City agrees that Railroad may rely on certifications provided by suppliers in connection with compliance with this paragraph.

- 7. The City or its contractor shall notify the Railroad in writing at least ten (10) days in advance of beginning construction of the Trail Project on any part of the Railroad's rights-of-way, as provided in the Special Provisions.
- 8. The City shall require its contractor to carry a performance bond in the full amount of the contract price, guaranteeing the satisfactory completion of the Trail Project covered by the Agreement. In addition, The City shall require the contractor to carry each of the following types of insurance, as provided in 23 CFR, Subpart 646A, and as may be further specified in the Special Provisions:

Contractor's public liability and property damage insurance, and

- (b) Railroad's protective public liability and property damage liability insurance, and
  - (c) Workmen's compensation and employer's liability insurance.
9. The Railroad shall have the right during construction to inspect the Trail Project for inconsistencies with the Trail Plans, as revised if applicable, and such further rights to inspect as may be specified in the Special Provisions. The Railroad shall immediately notify The City of any such inconsistencies.
10. **[INSERT THE FOLLOWING SUBSECTION FOR EASEMENT CORRIDOR, GRADE SEPARATED]**
- (a) **[renumber as necessary]** For the portion(s) of the Trail Project involving Crossing(s) DOT# \_\_\_\_\_ **[list all applicable crossings]**, the provisions of this subsection shall apply. The Railroad, to the extent that its present rights, titles, and interest permit or enable it to do so and without warranty, hereby acknowledges and agrees that The City shall be allowed to construct the Trail Project in accordance with the Plans approved by Railroad in the manner outlined in Section 3 and the said Special Provisions described in Section 3(a) of this Agreement, and that The City shall be allowed to maintain the completed Trail Project, subject to the following conditions:
- i. As shown on the Trail Plans, access to the area designated as "construction access" is agreed to for the purpose of demolition and construction and shall terminate upon completion of the Trail Project construction. As shown on the Trail Plans, the area designated as "crossing agreement" is the area needed to accommodate the operation, inspection, and maintenance of the highway, including a maintenance area fifteen feet (15') outside the edge of pavement, subject to such requirements to protect the Railroad's rail operations and maintenance as the parties shall reasonably agree.
  - ii. The Railroad shall continue to own all right, title and interest in its rail operation facilities. Railroad shall also reserve all rights in the facilities or properties that Railroad owns or possesses at any time prior the commencement of the Trail Project including without limitation advertising signboards and communication facilities.
  - iii. The Railroad agrees to notify The City before undertaking any maintenance work within the "crossing agreement" area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad agrees to submit plans to The City for its review and approval before constructing any fixed installation over the highway, and before constructing any fixed installation within eight feet (8') of the underside of the highway overpass or within fifteen feet (15') of its outside edges. The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with The City.
  - iv. The City agrees to notify the Railroad before undertaking any inspection or maintenance work within the "crossing agreement" area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad operations, maintenance or safety. The City shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve s

as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The City shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of The City's work.

- v. Legal title and ownership in the bridge and approaches and any other structure erected as a part of the Trail Project shall be held by The City, and The City agrees that it shall have the legal and financial responsibility for maintaining the Trail Project upon its completion.

**[INSERT THE FOLLOWING SUBSECTION FOR EASEMENT CORRIDOR, AT-GRADE]**

**(b) [renumber as necessary]** For the portion(s) of the Trail Project involving Crossing(s) DOT# \_\_\_\_\_ [list all applicable crossings], the provisions of this subsection shall apply. The Railroad, to the extent that its present rights, titles, and interest permit or enable it to do so and without warranty, hereby acknowledges and agrees that The City shall be allowed to construct the Trail Project in accordance with the Trail Plans approved by Railroad in the manner outlined in Section 3 and the said Special Provisions described in Section 3(a) of this Agreement, and that The City shall be allowed to maintain the completed Trail Project, subject to the following conditions:

- i. As shown on the Trail Plans, access to the area designated as "construction access" is agreed to for the purpose of demolition and construction and shall terminate upon completion of the Trail Project construction. As shown on the Trail Plans, the area designated as "crossing agreement" is the area needed to accommodate the operation, inspection, and maintenance of the highway, including a maintenance area fifteen feet (15') outside the edge of pavement, subject to such requirements to protect the Railroad's rail operations and maintenance as the parties shall reasonably agree.
- ii. The Railroad shall continue to own all right, title and interest in its rail operation facilities. Railroad shall also reserve all rights in the facilities or properties that Railroad owns or possesses at any time prior the commencement of the Trail Project including without limitation advertising signboards and communication facilities.
- iii. The Railroad agrees to notify The City before undertaking any maintenance work within the "crossing agreement" area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad agrees to submit plans to The City for its review and approval before constructing any fixed installation over the highway, and before constructing any fixed installation within fifteen feet (15') of the edge of pavement. The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with The City.
- iv. The City agrees to notify the Railroad before undertaking any inspection or maintenance work within the "crossing agreement" area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad

operations, maintenance or safety. The City shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The City shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of The City's work.

**[INSERT THE FOLLOWING SUBSECTION FOR FEE CORRIDOR, GRADE SEPARATED]**

**(c) [renumber and reformat as necessary]** For the portion(s) of the Trail Project involving Crossing(s) DOT# \_\_\_\_\_ [list all applicable crossings], the provisions of this subsection shall apply.

- i. The Railroad agrees to notify The City before undertaking any maintenance work within the highway easement area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad agrees to submit plans to The City for its review and approval before constructing any fixed installation over the highway overpass, and before constructing any fixed installation within eight feet (8') of the underside of the highway overpass or within fifteen feet (15') of its outside edges. The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with The City.
- ii. Except for re-paving or other routine inspection or maintenance of the roadway surface only, The City agrees to notify the Railroad before undertaking any inspection or maintenance work within the highway easement area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad operations, maintenance or safety. The City shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The City shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of The City's work.
- iii. Legal title and ownership in the bridge and approaches and any other structure erected as a part of the Trail Project shall be held by The City, and The City agrees that it shall have the legal and financial responsibility for maintaining the Trail Project upon its completion.

**[INSERT THE FOLLOWING SUBSECTION FOR FEE CORRIDOR, AT-GRADE]**

**(d) [renumber and reformat as necessary]** For the portion(s) of the Trail Project involving Crossing(s) DOT# \_\_\_\_\_ [list all applicable crossings], the provisions of this subsection shall apply.

- i. The Railroad agrees to notify The City before undertaking any maintenance work within the highway easement area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad



submit plans to The City for its review and approval before constructing any fixed installation over the highway, and before constructing any fixed installation within fifteen feet (15') of the edge of pavement. The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with The City.

- ii. The City agrees to notify the Railroad before undertaking any inspection or maintenance work within the highway easement area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad operations, maintenance or safety. The City shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The City shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of The City's work.

11. This Agreement is a covered transaction for the purposes of 2 CFR Part 1200.220 and 2 CFR Part 180.200. As such Railroad is required to verify that for anything done under this Agreement that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). Railroad, pursuant to 2 CFR 180.330(a)-(b), must also include a term or condition in lower-tier transactions related to this Agreement requiring lower-tier participants to comply with requirements in subpart 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lowest tier. Subpart C of 2 CFR 180 requirements are (Railroad and lower-tier participants must comply):

- (a) Verification. Railroad and all lower-tier participants must verify that the person with whom the Railroad or the lower-tier participant intends to do business with is not excluded, pursuant to the definition set forth in 2 CFR 180.940, or disqualified, pursuant to the definition set forth in 2 CFR 180.935. Railroad and all lower-tier participants may do this by either (i) checking out the Excluded Parties List System (EPLS), found at <http://epls.aret.gov> or <http://www.epls.gov>, or (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant. The Railroad certification form and lower-tier participant certification form referred to herein is attached hereto as **Exhibit C**.
- (b) Disclosing Information. Railroad and all lower-tier participants, before or after entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355 and 2 CFR 180.365.

12. Subject to the provisions of this paragraph and as otherwise provided in this Agreement, The City agrees to reimburse the Railroad for the cost of the Railroad Services as follows:

- (a) The City shall reimburse the Railroad for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid Trail Project shall be ineligible for reimbursement by The City on this Trail Project whether it is or is not a federal aid-Trail Project.
- (b) The Railroad shall develop and record Railroad Services costs in a manner consistent with the current provisions of 23 CFR, Subparts 140I and 646B as of the effective date of this Agreement, and as approved by The City.
- (c) The Railroad shall submit all requests for payment by invoice, in form and substance acceptable to The City and with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
- (d) The Railroad may submit invoices for interim payments during the progress of the Railroad Services; provided, however, that such interim payments for Railroad Construction Phase Services may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Construction Phase Services, and any remaining reimbursable Railroad Construction Phase Services costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (e) The City shall, unless it has good faith and reasonable objections to the Railroad's invoice for interim payment, use its best efforts to issue payment based on the Railroad's invoice within forty-five (45) days after receipt. If, however, The City has good faith and reasonable objections to the Railroad's invoice(s) or any part thereof, The City shall specifically identify those objections in writing to the Railroad so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, The City shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Railroad. All other reimbursable cost items set out in the Railroad's invoice shall be paid by The City.
- (f) Subject to the Railroad's right to bill on an interim basis as described above, the Railroad shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one (1) year following the completion of the Railroad Services in their entirety. Otherwise, any previous payments to the Railroad may be considered final, and the Railroad may be deemed to have waived any claim for additional payments, except as The City and the Railroad may have agreed otherwise in writing before the end of that year.
- (g) The Railroad's invoice(s) shall be subject to reduction for amounts in any invoice or payment theretofore made which are determined by The City, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice

prejudice The City's right to object to or question any invoice or matter in relation thereto. Such payment by The City shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

13. The City shall have the right to inspect the Railroad Construction Phase Services and to confirm the financial information made available by the Railroad to The City in support of the Railroad's invoiced amounts. Any costs billed by the Railroad that cannot be verified by the The City Trail Project Supervisor's records will not be reimbursed.
14. The Railroad agrees that its cost records will be subject to inspection at any reasonable time by representatives of The City before or after final payment for reimbursable work. In event any costs are determined not to be allowable under provisions of this Agreement, the Railroad agrees to repay The City such amount of ineligible costs included within payments made by The City.
15. The Railroad shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Railroad, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years after final payment has been received by the Railroad and shall be subject to audit at any reasonable time and upon reasonable notice by The City, the State Comptroller of the Treasury, or the Federal Highway Administration, or their duly appointed representatives, during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
16. This Agreement is subject to the appropriation and availability of The City funds. In the event that the funds are not appropriated or are otherwise unavailable, The City reserves the right to terminate this Agreement upon written notice to the Railroad. Said termination shall not be deemed a breach of this Agreement by The City. Upon receipt of the written notice, the Railroad shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Railroad's facilities to safe operation. Should such an event occur, the Railroad shall be entitled to compensation for all costs reimbursable under 23 CFR, Subpart 646B (in accordance with paragraph 12 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon termination, the Railroad shall have no right to recover from The City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
17. The City shall have no liability except as specifically provided in this Agreement.
18. This Agreement may be modified only by a written amendment executed by the parties hereto.
19. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.

20. The Railroad hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Railroad on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Railroad shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
21. The Railroad agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Railroad to comply with this provision shall constitute a material breach of this Agreement, and subject the Railroad to the repayment of all State funds expended, or expenses incurred, under this Agreement.
22. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Railroad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
24. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
25. Subject to the provisions and limitations of Tennessee Code Annotated in Title 9, Chapter 8, Parts 3 and 4, The City shall defend and, if found liable, be responsible for paying damages arising from all claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by The City in connection with the Trail Project, excepting any such injury, damage or loss caused by the Railroad's negligence or intentional wrongful misconduct in the performance of the Railroad services or otherwise.
26. The City and the Railroad each acknowledges that the terms, covenants, conditions and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.
27. The City and the Railroad agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address

may be hereafter specified by written notice.

To The City:

Tennessee Department of Transportation  
Attention: Jay Lanius, State Railroad Coordinator  
Suite 600, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0329  
Facsimile Number: (615) 253-1106

With a copy if requested by The City to:

Leslie South, Office of General Counsel  
Suite 300, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0326  
Facsimile Number: (615) 532-5988

To the Railroad:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy if requested by Railroad to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement.

RAILROAD:

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Howard H. Eley, Deputy Governor &  
Commissioner of Transportation

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Leslie South, General Counsel

TITLE: \_\_\_\_\_

DRAFT





1940 Madison St. Clarksville, TN 37043

[Sales@cumberlandconnect.org](mailto:Sales@cumberlandconnect.org)

O (800) 987-2362

24-Hour Technical Support (800) 987-2362 Option 2

### Subscriber Information

Organization/Business

EIN

Email

Service Address

Business Phone

Billing Address

Installation Contact

Phone

### Authorized Account Contact(s)

*(Authorized billing contacts will have the authority to inquire about existing Cumberland Connect accounts, make changes to accounts, establish new services, or disconnect existing services in the entity's name) Please specify their authorization level beside each contact—for example, billing/complete authorization, technical support, or installation.*

Service Details Approved by \_\_\_\_\_ Order Date: \_\_\_\_\_

*Title VI Compliance. Both parties to this Agreement acknowledge that they do not discriminate based on race, color, national origin, income, gender, veteran status, disability, or any other protected class in access to or operations of its programs, services, activities, or hiring practices.*

*Cumberland Connect is an equal opportunity provider and employer.*

*Confidential for Cumberland Connect and Member use only.*

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24-Hour Technical Support (800) 987-2362 Option 2

## Internal Use Only

*\*In addition to the rates and charges for the Service(s) listed above, Member shall pay all local, state, and federal taxes, fees, and surcharges.*

Service Description	Quantity	Monthly Fee*	Installation Notes
Business 1GB	1	\$180	1 Static IP

Service Map Location

N25M7371-01

Customer Number

53974

Billing Cycle

8

Bank Draft Account

Tax-Exempt

LOA

Send Business Email (Special installation instructions)

Send NetOps Email (static IP accounts)

Referral Code

*Title VI Compliance. Both parties to this Agreement acknowledge that they do not discriminate based on race, color, national origin, income, gender, veteran status, disability, or any other protected class in access to or operations of its programs, services, activities, or hiring practices.*

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*Confidential for Cumberland Connect and Member use only.*



At CCFiber, we often take photos and videos of installations, community events, activities, and business subscribers. We use these pictures to promote and celebrate our unique communities through our website, Facebook page, LinkedIn, Twitter, Instagram, YouTube, newsletters, and local media releases. We understand that some businesses may NOT want photos or videos used, and we want to respect your wishes. If you DO NOT want CCFiber to promote your business, please type "NO" in the fields below. Please complete the form if you have no objection to CCFiber's use of photographs or videos taken to promote your business.

## MEDIA RELEASE FORM

I, \_\_\_\_\_, hereby authorize Cumberland Connect ("Provider"), and those acting pursuant to its authority, with a nonexclusive grant to:

- (a) Record my likeness and voice on video, audio, photographic, digital, electronic, online format or on any and all other media.
- (b) Use my name in connection with these recordings.
- (c) Use, reproduce, publish, republish, exhibit, edit, modify, or distribute, in whole or in part, these recordings in all media for any purpose that Provider, and those acting pursuant to its authority, deem appropriate, including promotional, advertising or testimonial efforts. These recordings may appear in a variety of formats and media now available to Provider and that may be available in the future (e.g. print publications, video tapes, CD-ROM, Internet, mobile, and digital).

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

I further release Provider and those acting pursuant to its authority from liability, claims, and demands for any violation of any personal or proprietary right I may have in connection with such use, including any and all claims for libel, defamation, or invasion of privacy. I understand that all such recordings, in whatever medium, shall remain the property of the Provider.

Please **initial** the paragraph below which is applicable to your present situation:

\_\_\_\_\_ - I am 18 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the terms of this release. I understand that I am free to address any specific questions regarding this release with Provider, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

\_\_\_\_\_ - I am the parent or legal guardian of the below named minor. I have read this release before signing below, and I fully understand the terms of this release. I understand that I am free to address any specific questions regarding this release with Provider, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

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

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature of parent or legal guardian: \_\_\_\_\_  
(if under 18 years of age)

N/A

*Title VI Compliance. Both parties to this Agreement acknowledge that they do not discriminate on the basis of race, color, national origin, income, gender, veteran status, disability, or any other protected class, in access to, or operations of its programs, services, activities, or in its hiring practices. Cumberland Connect is an equal opportunity provider and employer.*



## Certificate Of Completion

Envelope Id: F253A16E-4010-4D36-86F5-B62354332F6C  
 Subject: Cumberland Connect Business Internet Order Form  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:  
 Mycal Patterson  
 mpatterson@cemc.org  
 IP Address: 107.191.67.25

## Record Tracking

Status: Original  
 3/24/2025 1:23:28 PM

Holder: Mycal Patterson  
 mpatterson@cemc.org

Location: DocuSign

## Signer Events

Mary Molepske  
 mmolepske@ashlandcitytn.gov  
 Security Level: Email, Account Authentication  
 (None)

## Signature

## Timestamp

Sent: 3/24/2025 1:24:55 PM  
 Resent: 4/2/2025 8:47:21 AM  
 Viewed: 4/2/2025 8:58:49 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/2/2025 8:58:49 AM  
 ID: 00550b78-ea31-4827-904e-ee9fdb35595b

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Jennifer Noe  
 jnoe@bpnlawfirm.com  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 3/25/2025 8:04:06 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent Hashed/Encrypted  
 Envelope Updated Security Checked  
 Envelope Updated Security Checked  
 Envelope Updated Security Checked  
 Envelope Updated Security Checked  
 Envelope Updated Security Checked  
 Certified Delivered Security Checked

3/24/2025 1:24:55 PM  
 3/25/2025 8:04:06 AM  
 4/2/2025 8:47:20 AM  
 4/2/2025 8:47:20 AM  
 4/2/2025 8:47:20 AM  
 4/2/2025 8:47:20 AM  
 4/2/2025 8:58:49 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cumberland Connect (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Cumberland Connect:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org)

### **To advise Cumberland Connect of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Cumberland Connect**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Cumberland Connect**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cumberland Connect as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cumberland Connect during the course of your relationship with Cumberland Connect.





1940 Madison St. Clarksville, TN 37043

[Sales@cumberlandconnect.org](mailto:Sales@cumberlandconnect.org)

O (800) 987-2362

24-Hour Technical Support (800) 987-2362 Option 2

## Subscriber Information

Organization/Business

EIN

Email

Service Address Tennessee Waltz/River Bluff Pk, Ashland City, TN  
37015 (175 Old Cumberland St)

Business Phone

Billing Address

Installation Contact

Phone

## Authorized Account Contact(s)

*(Authorized billing contacts will have the authority to inquire about existing Cumberland Connect accounts, make changes to accounts, establish new services, or disconnect existing services in the entity's name) Please specify their authorization level beside each contact—for example, billing/complete authorization, technical support, or installation.*

Service Details Approved by \_\_\_\_\_ Order Date: \_\_\_\_\_

*Title VI Compliance. Both parties to this Agreement acknowledge that they do not discriminate based on race, color, national origin, income, gender, veteran status, disability, or any other protected class in access to or operations of its programs, services, activities, or hiring practices.*

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*Confidential for Cumberland Connect and Member use only.*

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Internal Use Only

*\*In addition to the rates and charges for the Service(s) listed above, Member shall pay all local, state, and federal taxes, fees, and surcharges.*

Service Description	Quantity	Monthly Fee*	Installation Notes
Small Business 250	1	\$70	

Service Map Location

N25M4221-01

Customer Number

53974

Billing Cycle

8

Bank Draft Account

Tax-Exempt

LOA

Send Business Email (Special installation instructions)

Send NetOps Email (static IP accounts)

Referral Code

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At CCFiber, we often take photos and videos of installations, community events, activities, and business subscribers. We use these pictures to promote and celebrate our unique communities through our website, Facebook page, LinkedIn, Twitter, Instagram, YouTube, newsletters, and local media releases. We understand that some businesses may NOT want photos or videos used, and we want to respect your wishes. If you DO NOT want CCFiber to promote your business, please type "NO" in the fields below. Please complete the form if you have no objection to CCFiber's use of photographs or videos taken to promote your business.

## MEDIA RELEASE FORM

I, \_\_\_\_\_, hereby authorize Cumberland Connect ("Provider"), and those acting pursuant to its authority, with a nonexclusive grant to:

(a) Record my likeness and voice on video, audio, photographic, digital, electronic, online format or on any and all other media.

(b) Use my name in connection with these recordings.

(c) Use, reproduce, publish, republish, exhibit, edit, modify, or distribute, in whole or in part, these recordings in all media for any purpose that Provider, and those acting pursuant to its authority, deem appropriate, including promotional, advertising or testimonial efforts. These recordings may appear in a variety of formats and media now available to Provider and that may be available in the future (e.g. print publications, video tapes, CD-ROM, Internet, mobile, and digital).

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

I further release Provider and those acting pursuant to its authority from liability, claims, and demands for any violation of any personal or proprietary right I may have in connection with such use, including any and all claims for libel, defamation, or invasion of privacy. I understand that all such recordings, in whatever medium, shall remain the property of the Provider.

Please **initial** the paragraph below which is applicable to your present situation:

\_\_\_\_\_ - I am 18 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the terms of this release. I understand that I am free to address any specific questions regarding this release with Provider, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

\_\_\_\_\_ - I am the parent or legal guardian of the below named minor. I have read this release before signing below, and I fully understand the terms of this release. I understand that I am free to address any specific questions regarding this release with Provider, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

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

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature of parent or legal guardian: \_\_\_\_\_  
(if under 18 years of age)

N/A

*Title VI Compliance. Both parties to this Agreement acknowledge that they do not discriminate on the basis of race, color, national origin, income, gender, veteran status, disability, or any other protected class, in access to, or operations of its programs, services, activities, or in its hiring practices. Cumberland Connect is an equal opportunity provider and employer.*

## Certificate Of Completion

Envelope Id: EAA5E31F-CABA-4692-92AB-5806E59EA824

Status: Delivered

Subject: Cumberland Connect Business Internet Order Form

Source Envelope:

Document Pages: 3

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Mycal Patterson

AutoNav: Enabled

mpatterson@cemc.org

Envelopeld Stamping: Enabled

IP Address: 107.191.67.25

Time Zone: (UTC-06:00) Central Time (US & Canada)

## Record Tracking

Status: Original

Holder: Mycal Patterson

Location: DocuSign

4/2/2025 8:56:31 AM

mpatterson@cemc.org

## Signer Events

## Signature

## Timestamp

Mary Molepske

Sent: 4/2/2025 8:58:54 AM

mmolepske@ashlandcitytn.gov

Viewed: 4/2/2025 9:04:15 AM

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Accepted: 4/2/2025 9:04:15 AM

ID: e335dca9-6cee-450b-a76b-0fcbd103806f

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

4/2/2025 8:58:54 AM

Certified Delivered

Security Checked

4/2/2025 9:04:15 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cumberland Connect (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Cumberland Connect:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org)

### **To advise Cumberland Connect of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Cumberland Connect**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Cumberland Connect**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cumberland Connect as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cumberland Connect during the course of your relationship with Cumberland Connect.

## Jamie Winslett

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**From:** Smith-Edwards, Bria <bria.smith@bassberry.com>  
**Sent:** Thursday, April 3, 2025 1:45 PM  
**To:** Jamie Winslett  
**Subject:** RE: Ashland City WWTP - Loan Closing  
**Attachments:** Debt Report - Town of Ashland City 2025 (5).pdf

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Jamie – Yes, I will submit the EMMA notice and Debt Report for you today and include both in the final version of the transcript. The debt report will need to be presented for informational purposes at the next meeting of the city council. No action is required, but I always recommend to include a note in the meeting minutes that the form was presented.

**Bria Smith-Edwards**  
Associate

**Bass, Berry & Sims PLC**  
21 Platform Way South, Suite 3500 • Nashville, TN 37203  
615-742-7959 phone  
[bria.smith@bassberry.com](mailto:bria.smith@bassberry.com) • [www.bassberry.com](http://www.bassberry.com)

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**From:** Jamie Winslett <JWinslett@ashlandcitytn.gov>  
**Sent:** Thursday, April 3, 2025 1:37 PM  
**To:** Smith-Edwards, Bria <bria.smith@bassberry.com>  
**Subject:** RE: Ashland City WWTP - Loan Closing

Hello Bira,

Does Bass Berry do the submit to EMMA for us?

**Jamie Winslett, CMFO**  
Accounts Payable Clerk II  
Town of Ashland City  
233 TN Waltz Pkwy, Ste 103  
PO Box 36  
Ashland City, TN 37015  
(615)792-4211 x 5242



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Jason E. Mumpower  
Comptroller

## Report On Debt Obligation

Entity and Debt Information		
<b>Entity Name</b> Town of Ashland City		
<b>Entity Address</b> PO Box 36 Ashland City, Tennessee 37015		
<b>Debt Issue Name</b> Water and Sewer Revenue and Tax Bonds, Series 2024		
<b>Series Year</b> 2024		
<b>Debt Issue Face Amount</b> \$10,639,000.00		
<b>Face Amount Premium or Discount?</b> N/A		
<b>Tax Status</b> Tax - Exempt		
<b>Interest Type</b> True Interest Cost (TIC)	<b>True Interest Cost (TIC)</b> 3%	
<b>Debt Obligation</b> Bond		
<b>Moody's Rating</b> Unrated	<b>Standard &amp; Poor's Rating</b> Unrated	<b>Fitch Rating</b> Unrated
<b>Other Rating Agency Name</b> N/A	<b>Other Rating Agency Rating</b> N/A	
<b>Security</b> General Obligation + Revenue		
<b>Type of Sale Per Authorizing Document</b> State or Federal Loan Program	<b>Loan Program Name</b> USDA Rural Development	
<b>Dated Date</b> 4/3/2025	<b>Issue/Closing Date</b> 4/3/2025	<b>Final Maturity Date</b> 4/3/2065

### Debt Purpose

Purpose	Percentage	Description
Utilities	100%	Water and sewer system improvements and extensions
Education	0%	N/A
General Government	0%	N/A
Other	0%	N/A
Refunding	0%	N/A

### Cost of Issuance and Professionals

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Legal Fees - Bond Counsel	\$15,000.00	N/A	Bass, Berry & Sims PLC
Legal Fees - Issuer's Counsel	\$1,500.00	N/A	Jennifer Noe, Esq.
<b>TOTAL COSTS</b>	<b>\$16,500.00</b>		

### Maturity Dates, Amounts, and Interest Rates

**Comments**

The City shall make 480 equal consecutive monthly installments of principal and interest in the amount of \$38,088.00, beginning May 3, 2025, and on the same day each month thereafter, until maturity or earlier prepayment.

Year	Amount	Interest Rate
2065	\$10,639,000.00	3.0
TOTAL AMOUNT	\$10,639,000.00	

\*See final page for Submission Details and Signatures\*



### Submission Details and Signatures

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/>?

No

#### Signature - Chief Executive or Finance Officer of the Public Entity

Name

Gerald Greer

Title/Position

Mayor

Email

ggreer@ashlandcitytn.gov

Alternate Email

JWinslett@ashlandcitytn.gov

#### Signature - Preparer (Submitter) of This Form

Name

Lillian M. Blackshear

Title/Position

Member

Email

lblackshear@bassberry.com

Alternate Email

bria.smith@bassberry.com

Relationship to Public Entity

Bond Counsel

Organization

Bass Berry & Sims PLC

#### Verification of Form Accuracy

By checking the box below as the signing of this form, I attest the following:

1. I certify that to the best of my knowledge the information in this form is accurate.
2. The debt herein complies with the approved Debt Management Policy of the public entity.
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.

☒ Verify Form Accuracy

Date to be Presented at Public Meeting

04/08/2025

Date to be emailed/mailed to members of the governing body

N/A

#### Final Confirmation:

I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.