



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled Workshop Meeting**  
**January 07, 2020 6:00 PM**  
**Agenda**

**Mayor:** Steve Allen

**Vice Mayor:** Daniel Anderson

**Council Members:** Tim Adkins, Alwilda Binkley, Lisa Walker, Roger Jackson, Chris Kerrigan

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**ROLL CALL**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- [1.](#) 12-3-19 Workshop Meeting Minutes

**REPORTS:**

2. Fire and Codes Department
3. Police Department
4. Court Department
5. Senior Center
6. Parks and Recreation Department
7. Public Works & Public Utilities Department
8. City Recorder's Office
9. Technology Report

**OLD BUSINESS:**

- [10.](#) Electrical Permit Discussion
- [11.](#) Leak Adjustment Discussion
12. ServLine Insurance Policy
13. Fire Hall Design Discussion
14. City Hall Design Discussion
15. Part-time Firefighter Funding Agreement
- [16.](#) Amusement Attractions Contract for Summerfest

**NEW BUSINESS:**

17. Tennessee Waltz Parkway/Highway 12 Red Light Design
- [18.](#) Industrial Access Road Grant: Project Design Concept

**OTHER.**

**ADJOURNMENT**

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



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled Workshop Meeting**  
**December 03, 2019 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

6:00 PM by Mayor Allen

**ROLL CALL**

PRESENT

Mayor Steve Allen

Vice Mayor Daniel Anderson

Councilman Tim Adkins

Councilwoman Alwilda Binkley

Councilman Roger Jackson

Councilman Chris Kerrigan

Councilwoman Lisa Walker

**APPROVAL OF AGENDA**

Ms. Kellie Reed requested item number 19 be struck from agenda. A motion made by Councilman Tim Adkins, seconded by Vice Mayor Anderson to approve the December 2019 agenda with the removal of item 19. Motion passed unanimously by voice vote.

**APPROVAL OF MINUTES**

1. 11-5-19 Workshop Meeting Minutes

Councilman Roger Jackson stated that line item 24 the word "mandatory" was spelled wrong. He made a motion to approve the November 2019 minutes with the correct spelling, seconded by Councilman Chris Kerrigan. Motion passed unanimously by voice vote.

**REPORTS:**

2. Fire and Codes Department

Chief Walker stated a copy of last month's report was sent. He said Thanksgiving was slow and they helped Pleasant View Fire Department with two house fires. Chief Walker said Hampton Inn pulled their permit(s) and the new apartment complex is rolling along. He stated the department received two thank you notes from citizens, one being about a dog that was removed from a concrete culvert. He added that Mr. Ricky Binkley with Public Works assisted in the saving on the dog. Councilman Roger Jackson asked if there was a paper copy of the report. Chief Walker stated it was emailed.

3. Police Department

Deputy Chief Jason Matlock stated the number of 911 calls last month was around thirty. He further reported the FOP Shop with a Cop will be Saturday December 14th at Wal-Mart.

4. Parks and Recreation Department

Mr. Scott Sampson said they are putting lights along the trail for Christmas.

5. Senior Center

Ms. Melissa Womack stated the floors provided by the Friends of the Center at the Senior Center were waxed and sealed and looking great. She said the new employee was working out great and the Events Committee will have a lunch meeting Thursday the 5th to finalize parade duties.

6. Public Works & Public Utilities Department

Mr. Clint Biggers stated the water treatment plant is running on two filters versus the normal three and there is a plan in place to get it fixed. He said the land surveying process has begun on the land for the sewer plant.

7. City Recorder's Office  
Ms. Kellie Reed stated business as usual other than being busy with the Christmas Parade set for Saturday the 7th at 6 p.m. and the upcoming Christmas meeting and dinner held at fire station two on December 16th also at 6 p.m.
8. Court Department  
Ms. Anita Justice stated business as usual.
9. Technology Report  
Chief Walker stated the Technology Department had a meeting last week and he will get a copy of the minutes sent out.

#### **OLD BUSINESS:**

10. Resolution: Adopt Community Mobility Plan  
Ms. Reed stated this was a follow up from last week's budget meeting and a Representative will be here next Tuesday at the council meeting to speak and answer all questions.
11. Resolution: Updating Personnel Manual  
Ms. Reed stated this reflects the changes were made to the employee manual as suggested at budget meeting; however, she has removed the proposed changes to the nepotism as this may be covered under the ethics section of the code, but she will let the council know once she get the paperwork pulled.
12. Electrical Permit Discussion  
Mr. Dwyot Thornton started by thanking the Town of Ashland City for handling electrical permits from 2008 through current. He stated in January of 2020 permits will begin the online process and he expects most customers to do their own through the portal, but thinks some will still want to come in person. He stated he is asking the council to reconsider their decisions to remove electrical permits from City Hall due to him not being able to find anyone else willing to do it. After much discussion it was decided council would discuss further.
13. Ordinance: Amend Ordinance 359: Event Permits  
Ms. Reed stated the second and final reading will be next Tuesday at the council meeting to update the verbiage regarding event permits.

#### **NEW BUSINESS:**

14. U.S. Marine Corps Memorandum of Understanding  
Deputy Chief Matlock stated this is a renewal agreement with the Marine Corp to allow them to train in Ashland City. He stated it will be a renewal of 5 years and the Marine Corp will notify the Police Department of any training scheduled and the public is never aware of their presence.
15. Part-time Firefighter Funding Agreement  
Chief Walker stated he hopes to have a copy of the contract by next Tuesday's meeting. He stated when the station on Petway is completed the County will own the truck at the station. He said Pleasant View and Pegram pay their part-time firefighters and we can use them if needed. He stated we will staff it strictly with our part-time firefighters as well, and will put into budget how many people and how much salary. Vice Mayor Anderson asked if there will be an ambulance kept there. Chief Walker said no, it is staffed with part-time EMT's and first responders.
16. ServLine Insurance Policy  
Mayor Allen requested to defer item until January meeting.
17. Bicentennial Trail Extension Engineering Agreements  
Mr. Sampson stated this is for getting across Chapmansboro Creek.
18. Amusement Attractions Contract for Summerfest  
Mr. Sampson stated Ms. Reed spoke with Mr. Purdy and requested a decrease in our profit as to lower wrist band prices for summer of 2020. Ms. Reed stated Mr. Purdy was open to the idea but he has a grant to help run the amusement park and needs to check if he will be in violation of the grant. After much discussion Ms. Anita Justice said the City used to host a golf tournament that helped fund Summerfest. Mayor Allen suggested looking into business for sponsorship as well.

19. ~~Part Time staffing agreement with county~~

This item was stricken from agenda under the approval of the agenda section.

20. Resolution: Adopting ADA Transition Plan

Mr. Brian Stinson stated the transition plan is complete after 3 years of work. He stated if the resolution is approved the Town of Ashland will be compliant with the State. He said the completion of projects is on a 20-year schedule, leaving the larger projects towards the end. Mr. Stinson stated the projects would need to be budgeted as the cost is estimated to be 360 Thousand dollars. He said he spoke with Mr. Jared Eden to discuss which projects the city can complete on their own.

**SURPLUS PROPERTY NOMINATIONS:**

None

**EXPENDITURE REQUESTS:**

21. Permission to Bid Replacing Fire Station II. roof

Chief Walker stated Mr. Josh Wright, the cities architect, is helping by writing the specs and bidding the job out. Chief Walker said it has been decided to go back to shingles and replace the decking and trusses.

**OTHER**

22. Mayor Allen stated he met with someone about the street lights at Tennessee Waltz and the bypass.

23. Ms. Reed stated the public meeting for the CBDG Grant was held and they can now move forward with the application process for this grant.

**ADJOURNMENT**

A motion was made by Councilwoman Walker, seconded by Councilman Kerrigan to adjourn. Motion passed unanimously by voice vote. Meeting adjourned at 6:51 p.m.

\_\_\_\_\_  
MAYOR STEVE ALLEN

\_\_\_\_\_  
CITY RECORDER KELLIE REED, CMFO, CMC

# MEMO

**TO:** Electrical Issue Agents  
**FROM:** Michael Morelli, Director  
**DATE:** December 17, 2019  
**SUBJECT:** Electrical Permits

We have received several emails and phone calls about whether issue agents should continue to sell electrical permits after December 31, 2019. Additionally, several issue agents have declined to renew the contract after the new online system begins in 2020 though most of the existing contracts are still effective into 2020.

If possible, we would ask that all of the existing issue agents continue selling the permits as you are doing today until the new online system is up and running. This would be very helpful for everyone involved and would ensure the customers across Tennessee are being served.

If you have any questions, please contact our office at 615-741-7170.

Thank you for your help in this matter.



STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
500 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243

May 13, 2016

RE: Issue Agent contract for issuance of electrical and/or building permits

Dear Issue Agent:

Enclosed please find the new contract for the issuance of electrical and/or building permits for the State of Tennessee. Please review the attached contract, verify the "Procuring Party" information appears correctly, have the contract signed and dated on the signature page by the appropriate signatory authority.

At your first convenience **please return all pages by email to [tammy.emery@tn.gov](mailto:tammy.emery@tn.gov)** or return by mail to the following address:

Tennessee Department of Commerce and Insurance  
Attn: Tammy Emery, Paralegal  
500 James Robertson Pkwy  
Nashville, TN 37243  
Fax: (615)741-4000

Please return the signed contract **no later than June 13, 2016**. Should you have questions, please do not hesitate to contact me at [tammy.emery@tn.gov](mailto:tammy.emery@tn.gov) or contact Kim Cooper by email [kim.cooper@tn.gov](mailto:kim.cooper@tn.gov) or by phone (615) 253-5251.

Thank you,

*Tammy Emery*  
Paralegal

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF COMMERCE AND INSURANCE  
AND  
TOWN OF ASHLAND CITY**

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the 'State' and Town of Ashland City, hereinafter referred to as the "Procuring Party," is for the provision of issuance of state electrical and/or building permit, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.  
Procuring Party Place of Incorporation or Organization: Tennessee

**A. SCOPE OF SERVICES:**

- A.1. Upon receipt of the appropriate fee, the Procuring Party shall issue electrical and/or building permits to qualified individuals as set forth in Tenn. Comp. R. & Regs. 0780-02-01 and 0780-02-23.
- A.2. The Procuring Party shall receive, make proper disposition, and account for all monies collected for electrical and/or building permits issued as directed by the State.
- A.3. The Procuring Party acknowledges that all fees collected from the sale of the permits, except additional agent fees for electrical permits and building permits, are State funds and, until remittance, shall be held in trust for the State.
- A.4. Upon termination of the Contract, the Procuring Party shall immediately return any and all State materials entrusted to it by the Department of Commerce and Insurance.
- A.5. The Procuring Party agrees to maintain compliance with the following standards:
  - a. The Procuring Party's place of business is located in Tennessee or a state contiguous to Tennessee so that services provided hereunder are made available to citizens of the State of Tennessee;
  - b. The Procuring Party is not a convicted felon;
  - c. The Procuring Party is at least 18 years of age; and,
  - d. In accordance with Tenn. Comp. R. & Regs. 0780-02-01-.18(2) and 0780-02-23-.13(2), the Procuring Party is not related by blood or marriage, or financially associated with, any official of the Department of Commerce and Insurance.
- A.6. For an Electrical Permit Issuing Agent, the Procuring Party agrees by signing the contract that the Procuring Party is not an electrical inspector employed by Federal, State, Local Government or private industry, or an immediate family member of an electrical inspector.
- A.7. For a Building Permit Issuing Agent, the Procuring Party agrees by signing the contract, that the Procuring Party is not a State deputy building inspector or an immediate family member of a State deputy building inspector.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2016 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. The Procuring Party shall collect a fee per permit issued with the amount set by corresponding Tennessee Code Annotated 68-102-143, 68-120-101(f) and Tennessee Rules and Regulations Chapters 0780-02-01 and 0780-02-23.

- C.2. The Procuring Party may charge an additional agent fee not to exceed five dollars (\$5.00) per electrical permit and not to exceed fifteen dollars (\$15.00) per building permit.
- C.3. The Procuring Party shall submit to the State, on a weekly basis, reports of permits issued. The Procuring Party shall also remit all of the corresponding fees collected for such issued permits to the State on a weekly basis in the form of checks or money orders payable to the Department of Commerce and Insurance of the State of Tennessee. The instruments shall be forwarded to the State with all the supporting documentation as directed by the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional or statutory law.



- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party 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.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

- D. 18. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Procuring Party warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Procuring Party in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
  - d. The Procuring Party will indemnify the State and hold it harmless for any violation by the Procuring Party or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gary Farley, Fire Prevention Division – Electrical, Residential, and Marina Section  
Department of Commerce and Insurance  
500 James Robertson Parkway  
Davy Crockett Tower, 9th Floor  
Nashville, Tennessee 37243  
Gary.Farley@tn.gov  
Telephone # (615) 741-7170  
FAX # (615) 253-4895

The Procuring Party:

Town of Ashland City  
Phyllis Schaeffer  
P.O. Box 36  
Ashland City, TN 37015  
Telephone # 615-792-4211  
FAX #  
Email # pschaeffer@ashlandcitytn.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3 Tennessee Department of Revenue Registration. The Procuring Party shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.4. Debarment and Suspension. The Procuring Party certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Procuring Party shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Procuring Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Procuring Party's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Procuring Party of this Contract; previously possessed by the Procuring Party without written obligations to the State to protect it; acquired by the Procuring Party without written restrictions against disclosure from a third party which, to the Procuring Party's knowledge, is free to disclose the information; independently developed by the Procuring Party without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Procuring Party to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Procuring Party due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

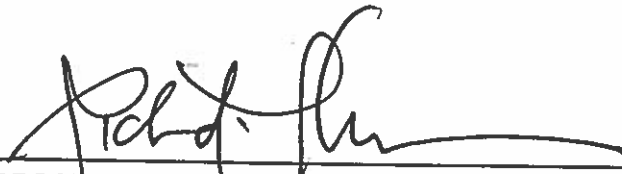
E.6. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good condition as when received, reasonable use and wear thereof excepted. Should the proper

destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.

E.7. Disclosure of Personal Identity Information. The Procuring Party shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Procuring Party. Any such report shall be made by the Procuring Party within twenty-four (24) hours after the instance has come to the attention of the Procuring Party. The Procuring Party, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Procuring Party shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

  
\_\_\_\_\_  
PROCURING PARTY SIGNATURE 4/14/16 DATE

Richard Johnson, Mayor  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

  
\_\_\_\_\_  
JULIE MIX MCPEAK, COMMISSIONER 5/11/16 DATE

## Leak Adjustments

- Two types of adjustments:
  1. In-office adjustment – Customer will pay ½ of leak plus their average.
  2. Council adjustment – Customer will appear before council to have leak bill reduced to an average.
- Eligible for adjustment if:
  1. In-office - leak is 5 times greater than the average bill and leak has been repaired.
  2. Council - leak is greater than average bill and leak has been repaired.
- One adjustment per calendar year.
- An average bill is calculated by adding the water consumption of 5 regular bills and dividing by 5.
  1. If leak happens before customer has 5 months of regular billing, customer will pay \$75 to \$100 per month until leak bill can be calculated.
- Sewer adjustment is determined by whether leak went into the sewer system.
  1. If leak did not go into the sewer system, an average consumption is used to calculate the sewer portion of the leak bill.
  2. If leak did go into the sewer system, refer to instructions for in-office or council adjustment to calculate sewer portion of adjustment.
- An adjustment can consist of 1 to 3 months of billing depending on date leak was discovered and date leak was repaired. Examples:
  1. Customer discovered leak and repaired leak during the same billing cycle. *1 month adjustment*
  2. Leak was discovered during meter reads, customer notified and leak corrected soon after notified. Active leak during 2 billing cycles. *2 month adjustment*

3. Leak discovered requiring outside assistance and longer time frame to repair. Active leak during 3 or more billing cycles. *3+ month adjustment*
- To better serve the customer and to streamline operations a customer will be asked to pay the average bill amount until adjustment has been approved or denied.
    1. If denied – customer is required to pay leak bill in full or make a payment arrangement to pay in full within a couple of months.
    2. If approved – adjustment will be entered and customer will be notified of amount owed which they pay immediately or of credit balance that will go towards the next bill.

RIDES AND  
CONCESSIONS

**AMUSEMENT ATTRACTIONS**

13007 WHITNELL WAY  
RIVERVIEW, FL 33579

William Purdy, Agreement

612-801-2712

**Memorandum of Agreement**

- 1 This contract made and entered into this, the 7<sup>th</sup> day of November A.D., 2019 by and between Amusement Attractions, Party of the first part and Ashland City Summerfest of the Town of Ashland City State of Tennessee party of the second part.
- 2 Witnesseth: That for and in consideration of the sum of one dollar in hand paid to each to the other, the receipt of which in herein acknowledged, and other good valuable considerations hereinafter set forth, both parties aforesaid bind themselves as follows:- TO-WIT:
- 3 That party of the first part agrees to present their entire company, consisting of high-class pay shows, riding devices, music, concessions, etc., to the town of Ashland City State of TN for a period of 5 days and nights, commencing June 2<sup>nd</sup>, 2020 to June 6<sup>th</sup>, 2020 both dates inclusive. The party of the first part is also to furnish all tickets.
- 4 The party of the second part agrees to furnish all licenses and permits that may be required by law and also a suitable location of grounds known as Soccer Field at River Bluff Park and located at Ashland City, TN and free gate admission tickets for all actual attaches of the party of the first part, if exhibiting where gate admission is charged.
- 5 That all shows, riding devices, concessions and minor privileges shall be under management and control of the first part.
- 6 That: Party of the first part shall have the exclusive on all rides and games, unless other-wise stated herein, during the life of this contract.
  - a. \*That Amusement Attractions to pay 20% of ticket box revenue and will provide accounting record of said fees to the records office.
  - b. Parks and Recreation will provide restroom facilities , trash dumpster, and water connection
  - c. Amusement Attractions will provide insurance certificate to the town of Ashland City, TN P.O. Box 36 Ashland City, TN 37015. (Insurance coverage will be a minimum of \$1,000,000.)
  - d. Amusement Attractions will provide 15-21 rides and 15-21 concessions
  - e. In the event of any lawsuits due to injury of a third party due to liability of the party of the first part, the party of the first part shall identify and hold party of the 2<sup>nd</sup> part harmless including reimbursement of attorney fees.
  - f. Amusement Attractions will provide 150 wristbands to the Town of Ashland City for use by employees at no cost.
- 7 That it is mutually agreed by both parties hereto that there is no other contract or promise, either written verbal existing between them, and that this contract is subject to the approval of the above named shows, either by wire or letter.
- 8 In case of sickness or death or the performer, then party of the first part shall have a reasonable length of time to replace such performer. In case of railroad accident or delay, strikes, fire, flood, cyclone, or the party of the epidemic or any unforeseen occurrence over which the party of the first can not control, then they are not to be held for damages by party of the second part.
- 9 This contract entered into and signed in duplicate in the town of Ashland City State of Tennessee, this the 7<sup>th</sup> day of November A.D., 2019 by the duly authorized representatives of the parties here to.

AMUSEMENT ATTRACTIONS INC.

By   
Party of the First Part

Organization

By \_\_\_\_\_  
Party of the Second Part

By \_\_\_\_\_  
Title \_\_\_\_\_

TYPE	YEAR	COUNTY	FIGURE NO.
SIA	2019	CHEATHAM	1

Region 3\Cheatham\Project Blue Boyou\SIA - Nashville Fabricators and Engineers\Microstation\Nashville F&E Half J-Turn Alternative Combined Driveways.dgn



**CAUTION!**  
CONCEPTUAL  
LAYOUT  
SUBJECT TO  
CHANGE

## STATE INDUSTRIAL ACCESS

STATE ROUTE 12  
L.M. 1.74 TO L.M. 2.37  
CHEATHAM COUNTY

ITEM # 18.	1
	2
L.M. 1.79 to	
L.M. 1.97	