



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

April 02, 2024 6:00 PM

Agenda

Mayor: JT Smith

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Regularly Scheduled Workshop Meeting Minutes 3-5-24

PUBLIC FORUM

2. Procedure for Speaking Before the Council

- * Speakers must complete the information form and submit it to the transcriber prior to the public forum. Be prepared to speak when your name is called.
- * Each speaker will be allowed 4 minutes.
- * Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
- * Each speaker should state the following:
 - his/her name
 - whether they are an Ashland City resident and/or property owner
- * No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.
- * All remarks shall be directed to the Council/Board as a body only.
- * No person shall be allowed to disrupt or interfere with the procedures.
- * Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.
- * Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.
- * No one shall make open comments during the meeting.

REPORTS

3. Attorney
4. Project Update from Josh Wright
5. City Recorder
6. Codes Department
7. Court Department
8. Finance Department

9. Fire Department
10. Human Resources
11. Parks Department
12. Police Department
13. Public Works Department
14. Technology Department
15. Thrive 55+ Department

UNFINISHED BUSINESS

16. Thrive 55 + building use for events.

NEW BUSINESS

- [17.](#) TCRS Contribution Rate.
- [18.](#) UTA Contract
- [19.](#) Ordinance #405 & #409 Mayor/Council Salary Discussion
20. Corp of Engineers Fish Rodeo Discussion
- [21.](#) Authorize Issue of Water & Sewer Revenue & Tax Bonds \$ 10,639,000
- [22.](#) Authorize Issuance, Sale & Payment of Water & sewer Revenue Tax Bonds \$ 10,639,000
23. Re-Appoint Jackie Simkins to the 2024 Board of Equalization
- [24.](#) Summerfest State Farm Insurance Agreement
25. City Wide Cleanup Discussion

SURPLUS PROPERTY NOMINATIONS

- [26.](#) Surplus Property Nomination - Police Dept

EXPENDITURE REQUESTS

27. Request for Proposal - Salary Study
28. Trail Pavement Repair

OTHER

- [29.](#) 2023-37 Live Stream Meeting Discussion
- [30.](#) Resolution- Authorizing the Incurrence of Indebtedness not to exceed \$ 10,639,000
- [31.](#) Authorizing Loan Agreement Between Town of Ashland City and Public Building Authority of the City of Clarksville Not to Exceed \$10,639,000

ADJOURNMENT

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



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

August 01, 2023, 6:00 PM

Minutes

CALL TO ORDER

Mayor Smith called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

APPROVAL OF AGENDA

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to approve the agenda with changes. All approved by voice vote.

APPROVAL OF MINUTES

1. February 6, 2024, Workshop Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the February 6, 2024, Workshop Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

None.

REPORTS

2. Attorney

Ms. Noe gave an update on the Senate bill 171 and House Bill 565 that puts a max on raising the property taxes. This will affect future revenue moving forward.

3. Josh Wright was absent.

4. City Recorder

Ms. Molepske gave an update on training progress.

5. Codes Department

Mr. Nicholson gave a codes update.

6. Court Department

Ms. Hollingsworth gave a court update.

7. Finance Department

Ms. Bowman gave a finance update.

8. Fire Department

Deputy Chief Noe gave a fire update.

9. Human Resources

Ms. Black gave a human resources update.

10. Parks Department

Mr. Clark gave a parks update.

11. Police Department

Chief Ray gave a police update.

12. Public Utilities/Works

Mr. Biggers gave a public works update.

13. Technology

- Mr. Wheeler was absent.
14. Senior Department
Ms. Batts gave a senior update.

UNFINISHED BUSINESS

None

NEW BUSINESS

15. Thrive 55+ Generator Discussion- Clark inspected the Generator and found multiple issues. The unit is old and will be difficult to find parts. Many of the repairs can be done by us to save on costs. There was mention of moving the emergency shelter to fire station 2 if there was a need for shelter.
16. Thrive 55+ Building Use for Events- Ms. Batts stated that doors were added to close off one side of the building and it could be locked. Councilman Adkins asked about the fees for the use of the building. Ms. Batts stated that it ranges depending on the activity. Jennifer Noe mentioned making an agreement for the rental of the space. It was stated that there would have to be a city employee present at the events to monitor.
17. Thrive 55+ Policies and Procedures Manual- Manual was approved by the Advisory Board and Jennifer Noe.
18. GNRC Contract – Ms. Batts spoke about the additional \$ 4000.00 available for Non-Traditional programs. This is the amended contract to designate the use of the funds.
19. Ordinance- Rezone parcel for the County – Allen Nicholson explained that this is 4 parcels from the old jail to Oak and Sycamore. Looking over the Zoning Map the County and Mayor agreed we will clean them up and make them Commercial C-1 so they are consistent in the future.
20. APSU Contract – It is 90% complete. Programming systems are updated, and we will look to make additions in 2025-2026.
21. Fiscal year 23-24 Budget Amendment #1- Gayle Bowman gave Council a printed copy of the Report on Debt Obligation. The items will be Senior center the \$4000.00 extra spending, exercise grant, and the \$8000.00 received already, the parking lot at the senior center, and last will be Public Works to pave the back parking lot.. She will have it to council by Tuesday.

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

22. City Planner Discussion- Allen discussed the current City Planner is retiring in June and we will need to find a replacement for him. They have 3 names to reach out to when they need to start looking into filling the role.
23. Request to Bid Shade Structure- Anthony Clark is requesting a shade structure for the playground area at River Bluff Park.
24. Laser Contract – Anthony Clark is requesting to add a Laser light show at Summerfest on Friday night.

ADJOURNMENT

A motion was made by Vice Mayor Greer, Seconded by Councilman Adkins, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:19 p.m.

MAYOR JT SMITH

CITY RECORDER MARY MOLEPSKE



**Employer Contribution Rate Certification
Tennessee Consolidated Retirement System (TCRS)
Actuarial Valuation at June 30, 2023**



Acknowledgement of employer rate effective July 1, 2024 through June 30, 2025

Department Code: 0080800
Department Name: ASHLAND CITY TOWN OF

- I hereby acknowledge and agree that I have reviewed the background information on rates provided to me and also located on the Treasury Website at: <https://publicreports.treasury.tn.gov>. I further acknowledge the upward trends concerning future employer contribution rates.

Please select one of the options below

- The Minimum Employer rate: 7.14%
- Optional: We choose to pay a higher contribution of: _____

Employer Signature _____ Title _____

Date _____ Phone _____ Email _____

The first department code listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet is your master code. The master code is responsible for determining the rate and submitting the completed employer contribution rate certification to TCRS. The rate selected will be applicable for **all** department codes listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet. It is the master code's responsibility to notify these departments of the new rates.

Please return the completed rate certification no later than May 31, 2024 via one of the following methods:

By email: TCRS.EmployerReporting@tn.gov
By mail: TCRS Employer Reporting
502 Deaderick Street, 15th Fl.
Nashville, TN 37243



Contract #: 1213994
 Agent: Lauren Holland
 Phone: 615-564-2580

Agreement made Monday, March 4, 2024 by and between **TAD Music LLC F/S/O Taylor Austin Dye** ('Artist') and **Town Of Ashland City** ('Purchaser').

It is mutually agreed that the Purchaser engages the Artist to perform the following engagement(s) upon the terms and conditions hereinafter set forth. Attached Exhibit A - Additional Terms and Conditions and Artist's Rider are made part of this Agreement by this reference.

- 1. Artist:** Taylor Austin Dye
- Loanout/Producer:** TAD Music LLC **Tax ID:** 92-3831538
- 2. Billing:** Headline
- 3. Engagement Venue:** Riverbluff Park Summerfest
175 Old Cumberland St.
Ashland City, TN 37015
United States
- 4. Date of Engagement:** Saturday, June 8, 2024 **No. Shows: One (1)**
- 5. Schedule:** 8:30pm - Set Time - Taylor Austin Dye

TBD, TBD, TAYLOR AUSTIN DYE to Headline and Close. Artist must approve support.

Set Length: Artist to play one approximately 60 min set.

6. Deal: \$5,000.00 USD Flat Guarantee

7. Additional Provisions: PRIOR TO ANNOUNCE PURCHASER MUST CONTACT ELISA VAZZANA (elisa.vazzana@unitedtalent.com / 615-564-2580) AND TAYLOR KREBS (evassistant@unitedtalent.com / 615-564-2580) FOR ALL BILLING AND ADMAT APPROVALS

ALL MARKETING/ TICKETING AS WELL AS ANNOUNCE/ ON SALE SCHEDULES MUST BE APPROVED IN ADVANCE BY MANAGEMENT.

Please reach out to the contacts below to coordinate your Announce and On Sale plans. Once the Announce and On Sale plans have been confirmed they will provide all marketing and ticketing information you'll need to setup your show.

Lex Lipsitz: lex@lexmusicgroup.com

Austin McBride: austin@lexmusicgroup.com

Mackenzie Coberley: mackenzie.coberley@unitedtalent.com

BACKLINE: Purchaser to provide and pay for backline, per Artist's specs

HOTEL ROOMS: Artist to provide and pay for accommodations

GROUND TRANSPORTATION: Artist to provide and pay for local ground transportation

CATERING: Purchaser to provide and pay for catering, per Artist specs

8. Merchandise: 100% Artist All Merchandise - MFN (Artist sells).

9. Payments: All payments shall be paid by PURCHASER in US Dollar (unless otherwise mentioned)

<u>Due Date</u>	<u>Amount</u>	<u>Comments</u>
May 08, 2024	\$2,500.00	50% due 30 days prior to stated engagement date
Jun 08, 2024	\$2,500.00	Balance due DOS

Deposit Remittance: **PAYMENT MAILING INFO:**
Attention: Lauren Holland
United Talent Agency
225 Polk Avenue
Suite 130
Nashville, TN 37203
Check Made Out To: TAD Music LLC

BANK WIRE INFO:
United Talent Agency, LLC
C/O City National Bank
Credited To: TAD Music LLC
400 N. Roxbury Dr Beverly Hills, CA 90210
ABA Routing: 122-016-066
Account: 123-947-126
Swift: CINAUS6L

10. Radius Clause: 50 miles; 14 days prior and 14 days after the stated engagement date

11. Purchaser Signed Contract:

Purchaser signed contract and rider due to United Talent Agency no later than Thursday, May 9, 2024

12. Event Contacts:

Purchaser Company

Town Of Ashland City
233 Tenn. Waltz PKWY
Ashland City, TN 37015
615-792-4211 x 5727

Talent Buyer

AC Clark
Phone: 615-426-7604
Email: aclark@ashlandcitytn.gov

Purchaser

Town Of Ashland City
233 Tenn. Waltz PKWY
Ashland City, TN 37015
Phone: 615-792-4211 x 5727
Email: SSampson@ashlandcitytn.gov

Marketing

AC Clark
Phone: 615-426-7604
Email: aclark@ashlandcitytn.gov

Production

Lee Gibson
Phone: 615-829-4114

13. Tickets:

Ticket Prices: Free

It is expressly understood by the Purchaser and Artist who are party to this contract that United Talent Agency, LLC, its employees, shareholders and affiliate entities are not party(ies) to this contract in any capacity. United Talent Agency, LLC, its shareholders, employees, officers and affiliate entities shall not be liable for any party's performance or breach of any terms or provisions contained herein.

By: ✕ _____

SIGNATURE OF PURCHASER

AC Clark
Town Of Ashland City
233 Tenn. Waltz PKWY
Ashland City, TN 37015
Email: aclark@ashlandcitytn.gov
Phone: 615-426-7604

By: ✕ _____

SIGNATURE OF ARTIST

Taylor Austin Dye
TAD Music LLC

Exhibit A
Additional Terms and Conditions

Artist: Taylor Austin Dye

1. Reproduction of Performance:

Purchaser shall not authorize anyone under its control nor any third party to record, stream, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder without Artist's prior written approval, which may be withheld for any reason. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.

2. Merchandise:

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of Artist merchandise including, but not limited to, articles of clothing (i.e., t-shirts, hats, etc.), posters, stickers, and any other merchandise Artist wishes to sell within Artist's discretion, on the premises of the place of performance without any participation in the proceeds by Purchaser, subject to concessionaire's requirements, if any.

3. Right to Likeness:

Artist's name, likeness, image, and/or biographical data shall not be used by Purchaser or any other party under the control of Purchaser, to endorse, promote or otherwise advertise this Engagement, Purchaser, any commercial tie-in, any sponsor, or any other product or service connected with this Engagement or Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue.

4. Termination:

In the event Purchaser refuses or neglects to provide any of the material items or to perform any of its material obligations per the Agreement and this Exhibit A, and/or fails to timely make any of the payments as provided herein, then Artist shall have the right, in addition to any other remedies which may be available to Artist at law and in equity, to refuse to perform in accordance with the terms of the Agreement, to retain any amounts theretofore paid to Artist (or Artist's designee) by Purchaser (or Purchaser's designee), and, Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee set forth in the Agreement. In addition, if on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser worsens after Purchaser and Artist's representative agree to the performance which is the subject hereof, then Artist shall have the right to cancel this engagement without penalty by notice to Purchaser to that effect, and Artist shall have the right to retain any and all deposit monies paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee herein set forth.

5. Sickness / Accident / Force Majeure:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. The presence of COVID-19 by itself in the show market shall not be considered a Force Majeure event under this Agreement. If Purchaser unilaterally cancels the Performance contract as a result of COVID-19 Artist shall be entitled to prompt payment of the Guarantee in full.

6. Controlling Authority:

Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

7. Weather:

Inelement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist.

8. Cancellation:

Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.

9. Independent Contractor:

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contact shall not in any way be construed so as to create a partnership, employer/employee relationship or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise.

exception repayment of all funds paid by artist

10. Authority for Inconsistencies:

In the event of any inconsistency(ies) between the provision of the Agreement (including Exhibit A) and the provision(s) of any rider, addendum, exhibit or any other attachments hereto, the parties agree that the provisions of this Agreement shall control.

11. Indemnification:

- Either Delete or add "as allowed by law"

Purchaser hereby indemnifies and hold Artist, as well as Artist's agents, representatives, principals, employees, contractors, officers and directors 'Indemnitees' harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred or suffered by or threatened against Artist or any of the Indemnitees in connection with or as a result of:

- (a) any act or failure to act by Purchaser, its employees, agents, representatives, contractors, officers and/or directors 'Purchaser Parties'
- (b) Purchaser's and/or Purchaser Parties' breach of any of the warranties and representations made by Purchaser hereunder or in any addendum or rider(s) attached hereto;
- (c) Purchaser's and/or Purchaser Parties' breach of any of the terms hereof and/or of any addendum and/or rider(s) attached hereto;
- (d) any claim for personal injury or property damage or other brought by or on behalf of any third party as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of Artist.

Purchaser shall at all times indemnify, defend and hold harmless Artist and its employees, representatives, agents, contractors, shareholders and successors-in-interest from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, legal expenses and attorneys' fees) arising out of or in connection with any person claiming to have become infected with COVID-19 at the venue before, during or after the Artist's performance(s).

12. Dispute Resolution:

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of Tennessee without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the ~~Federal Courts located in the State of Tennessee~~ or the State Courts of Tennessee, as applicable, shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

13. Conflict of Laws:

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

14. United Talent Agency, LLC as Agent:

It is agreed that United Talent Agency, LLC 'Agent' is not a party to the contract and acts herein only as the agent for Artist. As such, Agent is not responsible for any act of commission or omission on the part of either Purchaser or Artist. In furtherance thereof and for the benefit of Agent, it is agreed that neither Artist or Purchaser will name or join Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser or Artist hereunder. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account 'Trust Funds' Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

15. Assignment / Transfer :

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

19. Security and Insurance:

(a) Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the engagement hereunder. Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of Paragraph 4 herein.

(b) On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 (US) per occurrence to cover its liability as noted above, and worker's compensation insurance for Purchaser's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance.

20. Licenses:

Purchaser shall be responsible for acquiring and paying for all licenses, permits and authorizations required to be obtained for this performance and any permitted exploitation thereof, including without limitation, any and all union, guild, music publisher, record company, performing rights society and public authority permissions, consents and licenses. All such licenses, permits and authorizations shall be valid and in effect throughout the Term of this Agreement and shall specifically cover any and all performance(s) hereunder.

21. Limitation of Liability:

Notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder.

Ordinance #409

AN ORDINANCE TO AMEND THE TOWN OF ASHLAND CITY MUNICIPAL CODE TITLE 1, TO PROVIDE FOR COMPENSATION OF THE ASHLAND CITY BEER BOARD, LIQUOR BOARD, AND BUDGET COMMITTEE.

WHEREAS, the Board of Mayor and Council of the Town of Ashland City has determined that the public interest can best be served by amending the city's municipal code in order to set the salaries of the Beer Board, Liquor Board, and Budget Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Council of the Town of Ashland City Municipal Code be amended as follows:

1-105. All members of the Beer Board, Liquor Board, and Budget Committee shall be compensated \$93.75 per meeting.

This ordinance shall take effect 20 days after its final passage the public welfare requiring it.

1st reading 7-9-13

Public Hearing 8-13-13

2nd reading 8-13-13



Rick Johnson, Mayor



Phyllis Schaeffer, City Recorder

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF WATER AND SEWER REVENUE AND TAX BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$10,639,000 TO FINANCE WATER AND SEWER SYSTEM IMPROVEMENTS AND EXTENSIONS AND RELATED COSTS.

BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee (the “Town”) that for the purpose of financing water and sewer system improvements and extensions and related costs, the Town shall issue bonds in a par amount not to exceed \$10,639,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by Tennessee law, and which shall be payable from revenues of the water and sewer system (the “System”), subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System and to prior pledges of such revenues in favor of certain prior lien obligations. In the event of a deficiency in such revenues, such bonds are payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Town.

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

NOTICE

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

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

ADOPTED AND APPROVED this 9th day of April, 2024.

Mayor

ATTEST:

City Recorder

(SEAL)

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Mary Molepske, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Town") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Town at its April 9, 2024 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Town, this 9th day of April, 2024.

City Recorder

(SEAL)

35715980.3

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF WATER AND SEWER REVENUE AND TAX BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$10,639,000; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE PLEDGE OF REVENUES OF THE WATER AND SEWER SYSTEM AND THE LEVY OF TAXES TO PAY THE BONDS AND NOTES.

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

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

WHEREAS, the United States of America, acting by and through Rural Utility Service, United States Department of Agriculture (“Rural Development”), has issued to the Town its Letter of Conditions dated August 24, 2020, as amended on February 2, 2023, and as may be thereafter amended (the “Letter of Conditions”), in which it has agreed to purchase bonds on terms and conditions favorable to the Town and its citizens; and

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

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

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

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

(a) “Bonds” shall mean the not to exceed \$10,639,000 Water and Sewer Revenue and Tax Bonds of the Town, authorized to be issued by this resolution.

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

(c) “Fiscal Year” shall mean the Town’s fiscal year.

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

(e) “Gross Earnings” means all revenues, rentals, earnings and income of the System from whatever source, determined in accordance with generally accepted accounting principles, including all

revenues derived from the operation of the System and all amounts realized from the investment of funds of the System (excluding any investment earnings from construction or improvement funds created for the deposit of bond proceeds pending use, to the extent such income is applied to the purposes for which the bonds were issued, and funds created to defease any outstanding System obligations).

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

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

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

(i) “Parity Bonds” shall have that meaning ascribed in Section 8 herein.

(j) “Prior Lien Bonds” shall mean the Town’s Water and Sewer Revenue and Tax Refunding Bonds, Series 2012A, dated December 21, 2012; its Water and Sewer Revenue and Tax Bond, Series 2020, dated February 20, 2024; and any other debt obligation secured by revenues of the System and issued prior to the date of the Bonds.

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

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

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

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

(a) **General Terms.** The Governing Body hereby authorizes the issuance of bonds of the Town in an aggregate principal amount up to \$10,639,000 (the “Bonds”). The Bonds may be issued as a single bond or in multiple emissions. The Bonds shall be issued to Rural Development in exchange for the payment of a price equal to 100% of the par amount thereof.

1) The Bonds shall be issued to:

a) finance the costs of the Projects (including any reimbursement thereof);

b) retire the principal of and, with the consent of Rural Development, interest on the Notes, or any other interim financing issued, executed and/or delivered by the Town in anticipation of the issuance of the Bonds, whether such interim financing be in the form of notes, loan agreements or other forms of indebtedness; and

c) pay costs of issuing the Bonds.

2) Each Bond shall be known as a “Water and Sewer Revenue and Tax Bond” or such other name as may be selected by the Mayor. A series designation indicating the year of issuance

and such other distinctions as may be directed by the Mayor shall be added to the name of each Bond.

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

4) Each Bond shall bear interest at a rate not to exceed 3.00% per annum and shall be payable in not more than 480 equal monthly installments of principal and interest in an amount sufficient to fully amortize the Bond over the period of such installments. The monthly principal and interest payment on the Bonds at the maximum term, par amount and interest rate is \$38,088. The first installment of debt service on each Bond shall be due and payable one month following the date of its issuance, but in no event later than the 28th day of the month of such first payment, and all subsequent installments shall be due and payable on the same day of each month thereafter. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. All payments of principal and interest on each Bond shall be made directly to the registered owner thereof at its address shown on the bond registration records of the Town, without, except for final payment, the presentation or surrender of such Bond, and all such payments shall discharge the obligation of the Town in respect of such Bond to the extent of the payments so made. The records of the owner of each Bond shall be conclusively presumed to be correct with respect to amounts of payments made and outstanding principal balance. Upon final payment, each Bond shall be submitted to the City Recorder of the Town, as bond registrar, for cancellation.

(b) The Mayor is hereby authorized to cause the Bonds to be issued in a principal amount less than \$10,639,000 if it is determined that the full amount of the Bonds is not needed to pay authorized costs. The Mayor and City Recorder of the Town are authorized to execute and deliver the Bonds, to execute such certificates and documents and to take such other actions as they shall deem necessary in connection with the sale and delivery of the Bonds.

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

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

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

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

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

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

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

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

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

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

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

Section 5. **Security and Source of Payment of the Bonds and Notes.** The Bonds shall be payable primarily from and be secured by a pledge of the Net Revenues, subject to the pledge of Net Revenues in favor of the Prior Lien Bonds. In the event such revenues are insufficient therefor, the Bonds shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Town. For the prompt payment of principal of and interest on the Bonds, the full faith, credit and resources of the Town are hereby irrevocably pledged. The Notes shall be paid from proceeds of the Bonds. In the event such proceeds are unavailable, the Notes shall be secured and payable in exactly the same manner as the Bonds.

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

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF CHEATHAM
TOWN OF ASHLAND CITY
WATER AND SEWER REVENUE AND TAX BOND, SERIES _____

R-1

\$ _____

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

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

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

This Bond is issued by the Town for the purpose of paying part of the cost of water and sewer system improvements and extensions for the Town under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, *et seq.*, Tennessee Code Annotated, and pursuant to a resolution duly adopted by the City Council of the Town on the 9th day of April, 2024 (the “Resolution”).

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

payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System, and to the prior pledge of those revenues in favor of the Town's outstanding Water and Sewer Revenue and Tax Refunding Bonds, Series 2012A, dated December 21, 2012; its Water and Sewer Revenue and Tax Bond, Series 2020, dated February 20, 2024; and any other debt obligation secured by revenues of the System and issued prior to the date hereof. In the event such revenues are insufficient therefor, this Bond shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Town. For the prompt payment of principal of and interest on this Bond, the full faith, credit and resources of the Town are irrevocably pledged. For a more complete statement of the terms and conditions upon which this Bond is payable, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the above described resolution may be modified, reference is hereby made to the Resolution.

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

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

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

TOWN OF ASHLAND CITY, TENNESSEE

FORM ONLY – DO NOT SIGN
Mayor

ATTEST:

FORM ONLY – DO NOT SIGN
City Recorder

(SEAL)

(End of Form of Bond)

Section 7. Application of Revenues and Levy of Tax. From and after the delivery of the Bonds hereunder, and as long as the Bonds shall be outstanding and unpaid either as to principal or as to interest, the entire income and revenues of the System shall be deposited, as collected, in the Revenue Fund and used first to satisfy the contractual obligations set forth in any resolution authorizing Prior Lien Bonds, and any funds thereafter shall be used as follows:

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

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

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

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

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

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

The Town will comply with all provisions of the resolution(s) authorizing Prior Lien Bonds so long as any such bonds are outstanding, and will maintain all funds provided for therein in the maximum amounts required. Any excess amounts after such maximum amounts have been reached and any balance in such funds after such Bonds have been retired shall be transferred to the corresponding funds created by this resolution and used as herein provided.

The Town, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Town, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of and interest coming due on the Bonds in said year. Principal of and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Town and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein

provided may be reduced to the extent general funds of the Town, including Net Revenues, are applied to the payment of debt service on the Bonds.

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

Additional bonds or obligations may hereafter be issued on parity with the Bonds herein authorized (“Parity Bonds”) under the following conditions but not otherwise:

(a) Parity Bonds may be issued without regard to the requirements of subsection (b) of this section, but solely for the purpose of completing the Projects; and

(b) Parity Bonds may also be issued if the Net Revenues of the System for the fiscal year preceding the issuance of such additional bonds are equal to at least 120% of the average annual requirements for principal and interest on all obligations then outstanding and payable from the revenues of the System together with the proposed Parity Bonds; provided, that the limitations of this subsection (b) may be waived or modified by the written consent of no less than seventy-five percent (75%) of the registered owners of the Bonds.

(c) Notwithstanding anything contrary herein or in the Parity Bonds, so long as the Rural Development debt remains outstanding, each and every Parity Bond issuance must be: (1) requested in accordance with the regulatory requirements found at 7 C.F.R. § 1782.17; and (2) consented to by Rural Development in a writing prior to issuance thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All expenses incurred in the making of the audits required by this subsection shall be regarded and paid as Current Expenses. The Town further agrees to furnish copies of such audits to the owner of the Bonds within two hundred seventy (270) days after the close of each Fiscal Year. The owner of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Town relating thereto. If the Town fails to provide the audits and reports required by this subsection, the owner of the Bonds may cause such audits and reports to be prepared at the expense of the Town;

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

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

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

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

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

Nothing herein is intended to prohibit the lease purchase of equipment or facilities of the System hereafter to be put in service so long as such lease-purchase does not create or give rise to a more favorable or superior security interest as to the security granted under these Bonds and/or Parity Bonds.

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

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

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

Section 11. Remedies of Bond Owners. Any owner of the Bond may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Town by the provisions of this resolution, including the making and collecting of sufficient rates, the segregation of the income and revenues of the System and proper application thereof, and the levy and collection of ad valorem taxes to meet the obligations of the Town under this resolution.

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

Section 12. Disposition of the Proceeds of the Notes and Bond. The proceeds of the sale of the Notes shall be applied directly to the costs authorized herein or deposited with a financial institution regulated by and the deposits of which are insured by the Federal Deposit Insurance Corporation or similar federal agency, in a special fund designated so as to identify it with this resolution (the “Construction Fund”) and shall be disbursed solely for the payment of Project costs (including reimbursement thereof), legal, fiscal and engineering costs incident thereto, interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and bond issuance costs. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or in the absence of such statutes, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution.

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

Notwithstanding anything herein to the contrary, the Bonds may be issued to retire interim financing for the Project, other than the Notes, that was authorized pursuant to other resolution(s) of the Town, all in accordance with and in the manner provided by applicable State law, and the Mayor and City Recorder are hereby authorized to take such actions and execute and deliver such documents necessary to effect the same. If and as required by applicable State law, the Town may issue the Bonds in the form of general obligation refunding bonds to retire such aforementioned interim financing, and to the extent required by applicable State law, a plan of refunding has been submitted to the Director of Local Government Finance in connection therewith and a report thereon attached as an exhibit hereto.

Section 13. Federal Tax Matters. Notwithstanding anything herein to the contrary, at the Mayor’s discretion, the Bonds and/or the Notes may be issued as either federally tax-exempt or federally taxable obligations. If the Bonds and/or Notes are issued on a federally tax-exempt basis, the Town hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds or Notes in a manner that would cause the Bonds or Notes to be subjected to treatment under Section 148 of the Internal Revenue Code (the “Code”), and applicable regulations thereunder, as an “arbitrage bond.” To that end, the Town shall comply with applicable regulations adopted under said Section 148. If applicable, the Town further covenants with the registered owners from time to time of the Bonds and the Notes that it will, throughout the term of the Bonds and Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds and Notes shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

It is reasonably expected that the Town will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds and the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office

of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

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

The Mayor is authorized and directed, on behalf of the Town, to execute and deliver all such certificates and documents and adopt such policies and procedures that may necessary or advisable in order to comply with the provisions of this section.

Section 14. **Reasonably Expected Economic Life.** The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 15. **Resolution a Contract.** The provisions of this resolution shall constitute a contract between the Town and the owner(s) of the Bonds and the Notes, and after the issuance of either the Bonds or Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner, except as provided in the following Section, until such time as the Bonds and Notes and interest due thereon shall have been paid in full.

Section 16. **Modification of Resolution.** The terms, covenants and agreements set forth in this resolution may only be modified or amended by resolution of the Governing Body, when consented to in a prior writing by the owner of the Bonds and, while any Notes are outstanding, the Notes.

Section 17. **Defeasance.** So long as Rural Development is the owner of the Bonds herein authorized, the Town shall not issue any bonds or other obligations for the purpose of defeasing or otherwise terminating the lien of the Bonds herein authorized without immediately prepaying the Bonds.

Section 18. **Compliance with Debt Management Policy.** The Governing Body hereby finds that the issuance of the Bonds and the Notes is consistent with the Town’s debt management policy.

Section 19. **Separability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 20. **Repeal of Conflicting Resolutions and Effective Date.** All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 9th day of April, 2024.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor

ATTEST:

City Recorder

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Mary Molepske, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Town") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Town at its April 9, 2024 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Town, this 9th day of April, 2024.

City Recorder

(SEAL)

35715984.8

EXHIBIT I - B
ACTIVATION SPACE AGREEMENT

This is an Agreement between Town of Ashland City, located at 233 GN Waltz Pkwy, Suite 103, Ashland City, TN 37015 ("Property") and Infinity Marketing Team LLC ("Agency"), as agent for State Farm Mutual Automobile Insurance Company, its subsidiaries and affiliates, located at One State Farm Plaza, Bloomington, Illinois, 61710 ("State Farm") (hereinafter, the "Agreement").

The parties hereby agree as follows:

1. Property will provide one (1) 10'x20' booth space to STATE FARM on June 4, 2024, June 5, 2024, June 6, 2024, and June 7, 2024 during the Ashland City Summerfest for a fee of \$120.00 (\$100.00 for booth space + \$20.00 for power) due in full no later than May 31, 2024.
2. Property expressly agrees that it shall not disclose or otherwise identify STATE FARM orally or in any of its advertising, publications, or other media that are displayed or disseminated to its customers or other parties, except as necessary to perform its duties under this Agreement.
3. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party") for any loss (including infringement), including costs and attorney fees, incurred by a third party arising from the negligent or intentional acts or omissions of the Indemnifying Party.
4. None of the parties will be liable to one of the other parties for any special, consequential, punitive, indirect, or incidental damages, nor will any party's total liability to the other exceed, in the aggregate, the greater of \$25,000 or the value of this Agreement.
5. Property confirms Agency has been informed of any insurance requirements for its event, including but not limited to, specific policies and policy limits, additional insureds, or other similar requests from any local government or municipality. Neither State Farm nor Agency has any further obligation to show proof of any certificate of insurance requests from Property that are not mentioned in this Agreement.
6. None of the parties will assign the Agreement to any other entity without the prior written approval of the other parties, which approval such other party may in its sole discretion grant or deny.
7. Property shall ensure its subcontractors performing under the Agreement will also adhere to its applicable provisions.
8. Any disputes arising out of the Agreement shall be submitted to mediation, and shall not be submitted to any binding arbitration.
9. In the event of a conflict between the terms of this Addendum and any other document, the terms of this Addendum will prevail.
10. Sections 2, 3, 4, 8, 9, and 10 shall survive expiration or termination of the Agreement.

Property

Infinity Marketing Team LLC, as agent for State Farm
Mutual Automobile Insurance Company

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Police Dept

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

Item: Fire Arms

Description: Confiscated weapons

Serial Number: See Attached

Age: None Asset Number: None

Estimated Remaining Useful Life (Years): None

Purchase Price: None Current Estimated Value: \$300⁰⁰

Reason for making the nomination: surplus to state credit to purchase New Duty Glock 9mm.

Signature: [Handwritten Signature] Date: 3-14-24

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Police Dept.

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

Item: Fire Arms

Description: See list

Serial Number: See list

Age: ~~Not~~ 15 years Asset Number: None

Estimated Remaining Useful Life (Years): None - indefinite

Purchase Price: 13,440⁰⁰ Current Estimated Value: 8,000⁰⁰

Reason for making the nomination: Trade Ins to G.T. Distributors for New Glock 9mm service weapons. Confiscated weapons.

Signature: Kerley Date: 3-14-24

RESOLUTION 2023-37

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO LIVE STREAM MEETINGS.

WHEREAS, the Town of Ashland City desires to have the public fully informed of all meetings of the Town; and ,

WHEREAS, the Town of Ashland City acknowledges that it may not be practical for citizens to attend all meetings; and

WHEREAS, the Town now has the mechanism to live stream meetings; and.

WHEREAS, The Mayor and Council hereby authorize the live streaming of meetings as set out below:

All meetings of the Town of Ashland City, Tennessee shall be live streamed on a social media platform. This includes workshops, regular council meetings, special called council meetings, planning commission, board of zoning appeals and beer board meetings. Meeting not included in live stream would include attorney client meetings, discipline hearings and meetings specifically addressing personnel issues and the interviewing of potential city personnel. The live stream will be offered for the viewing of meetings only and will not allow any public comment on the live stream.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the live streaming policy is hereby approved and adopted and shall become effective immediately following the passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of September 2023 move the adoption of the above Resolution.

Councilmember Tony Young moved to adopt the Resolution.

Councilmember Cal seconded the motion.

Voting in Favor 7

Voting Against 0

Attest:

J. J. Smith
Mayor JT Smith

Violet Black
Violet Black, Interim City Recorder

RESOLUTION NO _____

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE TOWN OF ASHLAND CITY, TENNESSEE, OF NOT TO EXCEED \$10,639,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE INTERIM FINANCING FOR THE WASTEWATER TREATMENT PLANT CONSTRUCTION

WHEREAS, it is necessary and in the public interest of the Town of Ashland City, Tennessee (the "Town"), to incur indebtedness through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement for the purpose of providing interim financing for the wastewater treatment plant construction, as hereinafter more fully described.

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

SECTION 1. For the purpose of providing interim financing for a portion of the costs of improvements to the water and sewer systems (the "System"), including the costs of the completion of the construction of the wastewater treatment plant (the "Project"), the Town is hereby authorized to incur indebtedness in the amount of not to exceed \$10,639,000, through the execution of a loan agreement with the Authority. The rate of interest payable pursuant to the provisions of a loan agreement shall be a fixed rate, which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

SECTION 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the Town legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Town, without limitation as to time, rate, and amount and for the punctual payment of said principal of, and interest on, the Loan Agreement, the full faith and credit of the Town will be irrevocably pledged. The indebtedness evidenced by the Loan Agreement shall be payable from, but not secured by, the revenues of the System, subject only to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such System and to a prior pledge of such revenues in favor of other obligations of the Town payable from revenues of the System.

SECTION 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

SECTION 4. After the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Town.

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the Town of Ashland City, Tennessee, shall have been filed with the City Recorder of the Town of Ashland City, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

SECTION 5. This Resolution shall take effect from and after its adoption, the welfare of the Town requiring it.

Adopted and approved this 9th day of April, 2024.

Mayor

Attest:

City Recorder

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, _____, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Town"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Town held on April 9, 2024; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$16,599,000 by said Town; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Town this 9th day of April, 2024.

City Recorder

(SEAL)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE TOWN OF ASHLAND CITY, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,639,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE CITY'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND, CERTAIN OTHER MATTERS

WHEREAS, the City Council (the "City Council"), of the Town of Ashland City, Tennessee (the "Municipality" or the "Town"), has determined that it is necessary to provide interim financing for a portion of the costs of improvements to the water and sewer systems (the "System") of the Town, including the costs of the completion of the construction of a wastewater treatment plant, capitalized interest during the construction period, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto (the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the City Council of the City to be in the best interests of the City to obtain such interim financing for the Project through The Tennessee Municipal Bond Fund ("TMBF") fixed rate loan program;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the Municipality for the above described purposes;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted July 13, 2022, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bond, Series 2024 (Ashland City WWTP Loan) (the "Bond"), in the principal amount of not to exceed \$10,639,000, and loan the proceeds thereof to the Municipality pursuant to the provisions of a Loan Agreement, by and among the City, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the City Council of the City, has on the date hereof, adopted an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of providing interim financing the construction of the Project, in the amount of not to exceed \$10,639,000, and the City Recorder has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Municipality;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the

Municipality will be irrevocably pledged; provided, however, it is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be payable from, but not secured by, the revenues to be derived from the operation of the System, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such System, and to any pledge of such revenues in favor of other obligations of the System;

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in a Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser"); and,

WHEREAS, the United States Department of Agriculture, acting through Rural Development "USDA"), has issued to the Town its Letter of Conditions, dated August 24, 2020, as amended by letter dated February 2, 2023, in which it has agreed to purchase bonds to be issued by the Town, upon substantial completion of the Project, upon terms and conditions favorable to the Town and its citizens.

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

Section 1. Approval of the Loan. (a) For the purpose of providing funds to provide interim financing for the costs of the completion of the construction of the Project, the loan to the City from the Authority is hereby authorized in the principal amount of not to exceed \$10,639,000 and the City is hereby authorized to borrow such funds from the Authority (the "Loan").

(b) The Bond to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bond, as provided in the Loan Agreement. The Mayor and City Recorder are authorized to enter into the Loan Agreement, such Loan Agreement to bear interest at a fixed rate, as the Mayor and City Recorder shall determine is in the best interest of the Municipality. The Municipality shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The final rate of interest payable on the Loan Agreement shall not exceed the maximum rate of interest permitted by applicable law. The Loan Agreement shall be for a term of not to exceed two years. The final principal and interest payment dates, final interest rate payable, amortization of principal amounts of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the Mayor and the Purchaser, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the Municipality, in accordance with the terms of this Resolution and the Loan Agreement. If the City enters into the Loan Agreement with the Authority to finance the Project, the rate of interest on the loan will include an annual administration fee equal to 15 basis points (0.15%), payable to TMBF, as the program administrator, by the Purchaser, to be paid from each periodic payment of interest on the Loan Agreement, based on the outstanding principal amount of the loan.

Section 2. Approval of Loan Agreement. The form, terms, and provision of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the City Council hereby authorizes the Mayor and the City Recorder of the Municipality to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Section 3. Fulfillment of Obligations. The City Council of the Municipality is authorized and directed to fulfill all obligations of the Municipality under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.

It is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the System, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such System, and to any pledge of such revenues in favor of other obligations of the System.

It is further the intention of the Town, that all or a portion of the proceeds received by the Town from the issuance of the bond to be purchased by USDA, pursuant to the Letter of Conditions, will be used in to pay the Loan in full on or before two years from the date of closing and initial funding of the Loan.

Section 5. Approval of Bond. For the purpose of providing funds to make the Loan to the Municipality evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the Municipality designated by law as the custodian of the funds, upon submission of a requisition for such funds by the Municipality to the Purchaser, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed from time to time solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality. Any monies remaining in the Project Fund after completion of the Project shall be used to pay debt service on the Bond.

Section 7. Consent to Assignment. The Municipality hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

Section 8. Arbitrage Certification. The Municipality recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price, that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Municipality agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the City Council of the Municipality that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The City Council further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States

government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Section 9. Miscellaneous Acts. The Mayor, the City Recorder, the Town Attorney, the Finance Director, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

Section 10. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 11. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 12. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 13. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 9th day of April, 2024.

Mayor

Attest:

City Recorder

STATE OF TENNESSEE)
COUNTY OF CHEATHAM)

I, _____, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Town"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Town held on April 9, 2024; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$10,639,000 by said Town; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Town this 9th day of April, 2024.

City Recorder

(SEAL)