



# TOWN OF ASHLAND CITY

## Regularly Scheduled Workshop Meeting

### February 06, 2024, 6:00 PM

### Agenda

**Mayor:** JT Smith

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

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#### CALL TO ORDER

#### ROLL CALL

#### APPROVAL OF AGENDA

#### APPROVAL OF MINUTES

1. [January 9, 2024, Workshop Minutes](#)

#### PUBLIC SPEAKING

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

9. Human Resources
10. Parks Department
11. Police Department
12. Public Utilities/Works
13. Technology Department
14. Thrive 55 Department

#### **OLD BUSINESS**

15. Corp of Engineers Contract
16. City Admin Update

#### **NEW BUSINESS**

- [17.](#) Firework Contract

#### **SURPLUS PROPERTY NOMINATIONS**

#### **EXPENDITURE REQUESTS**

- [18.](#) Parks – Fireworks

#### **OTHER**

19. Juli Watson Exercise Contract
20. Phoenix Thornberg Exercise Contract

#### **ADJOURNMENT**

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



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled Workshop Meeting**  
**January 09, 2024 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

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

**ROLL CALL**

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

1. December 5, 2023, Workshop Meeting Minutes

A motion was made by Councilman Smith, Seconded by Councilman Kerrigan, to approve the December 5, 2023, City Council Meeting Minutes. All approved by voice vote.

**APPROVAL OF MINUTES**

2. *Procedure for Speaking Before the Council*

None.

**APPROVAL OF MINUTES**

3. Attorney

Ms. Noe had no updates other than items on the agenda.

4. Project Update from Josh Wright

Mr. Wright gave an update on all proposed projects.

5. Codes Department

Mr. Nicholson was absent.

6. Court Department

Ms. Hollingsworth was absent.

7. Finance Department

Ms. Bowman emailed the finance report showing revenues versus expenses, fund balance and cash on hand and gave an update on finance department.

8. Fire Department

Chief Walker discussed fire activity over the past month.

9. Human Resources

Ms. Black discussed the items happening in human resources.

10. Parks Department

Mr. Clark gave an update on the parks, sports, and events.

11. Police Department

Chief Ray emailed a report to the council and gave an update from the police department.

12. Public Utilities/Works

Mr. Biggers gave an update on streets, water, and sewer services.

13. Technology Department

Mr. Wheeler discussed accomplished items over the past month.

14. Senior Department

Ms. Batts gave an update on the senior department.

15. Strategic Plan Review

Ms. Bowman gave an update on the strategic plan review.

**OLD BUSINESS**

16. Ordinance: Amend Code of Ethics

Ms. Noe discussed the changes to this ordinance.

17. Corp of Engineers Contract

Mr. Clark requested this item be deferred.

18. Senior Center Dance Lease

Ms. Batts discussed the new lease for dances.

**NEW BUSINESS**

19. TN Law Enforcement Training Academy Grant Contract

Chief Walker discussed this new grant pay back for officers going to training.

20. Cash Saver Wine Compliance Certificate

Ms. Black discussed the reason that Cash Saver has been asked to resubmit for the certificate.

21. Farmers Market Application Fees & Rules

Mr. Clark request to revise the fee for the year based on surrounding areas.

22. Summerfest Vendor Application Fees & Rules

Mr. Clark requests to revise the fee to charge for electricity and water.

**SURPLUS PROPERTY NOMINATIONS**

None.

**EXPENDITURE REQUESTS**

None.

**OTHER**

23. City Recorder Interviews

Ms. Noe and the Council discussed the previous interview.

24. Mayor received a letter from former Mayor Johnson requesting changes to Stratton Blvd, due to danger to citizens. The street needs lights, curbs and guttering to protect the walkers. Vice Mayor Greer added the importance of getting the sidewalks down main street due to 1 resident

who must go into road to travel, and it is dangerous. Mayor commented we have a grant for this and hope to see if completed soon.

25. Election Discussion

Ms. Noe discussed the opinion of MTAS. They gave options and the board ruled out 1 and 2. The 3<sup>rd</sup> one will require the election office to make a change. Would like a motion next week to be passed on to the election committee and state.

26. City Hall Land Adjacent

Chief Walker discussed a lot for sale by owner next to the future home of the new City Hall.

**ADJOURNMENT**

A motion was made by Vice Mayor Greer, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:45 p.m.

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MAYOR JT SMITH

\_\_\_\_\_  
INTERIM CITY RECORDER

DRAFT

## CONTRACT AGREEMENT

This Agreement, made this February 6, 2024, by and between IMPACT PYRO INC., a Tennessee Corporation, whose business address is P.O. BOX 402, Castalian Springs, TN 37031, and hereinafter shall be referred to as IMPACT PYRO and Town of Ashland City, whose business address is 233 TENNESSEE WALTZ PARKWAY, ASHLAND ITY, TN 37015, and hereinafter referred to as CUSTOMER.

### WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** IMPACT PYRO agrees to furnish to CUSTOMER a fireworks display (hereinafter referred to as SHOW) pursuant to proposal number 240608-ASHLANDCITY-1.3, dated January 08, 2024 and per specifications and requirements provided by CUSTOMER. The SHOW will take place on June 08, 2024 at the John C. Poole Recreation Area off Tennessee Waltz Parkway unless IMPACT PYRO or CUSTOMER shall determine that weather conditions (or other hazards) prohibit IMPACT PYRO from proceeding with the SHOW; in which case, IMPACT PYRO agrees to present the SHOW on a mutually agreed upon future date. In the event that conditions do not allow the SHOW to proceed on the scheduled date, CUSTOMER shall remit the actual expenses IMPACT PYRO may incur in presenting the SHOW on subsequent occasion. If in anticipation of inclement weather or other foreseen dangerous conditions, the SHOW is postponed prior to delivery of product/equipment and setup of SHOW, additional expenses will be considered zero and there will be no additional charge for presenting SHOW on future date.
- II. **CANCELLATION:** Should CUSTOMER elect to cancel the SHOW for any reason, CUSTOMER must provide IMPACT PYRO with a written notice by certified mail, return receipt to IMPACT PYRO'S address as set forth above no later than thirty (30) days before the scheduled date of the SHOW. Customer agrees that IMPACT PYRO shall incur substantial expense in preparation for the SHOW and, accordingly, agrees to pay 50% of the full contract price of the show (as set forth in paragraph XIII herein) to IMPACT PYRO as liquidated damages for cancellation of the SHOW. If CUSTOMER does not provide IMPACT PYRO with notice as set forth herein, CUSTOMER shall pay IMPACT PYRO 100% of the full contract price for the SHOW as liquidated damages.
- III. **MUTUAL CANCELLATION:** In the event of fire, accidents, lightning strikes, flood, acts of God, or causes beyond the control of IMPACT PYRO, which preclude IMPACT PYRO from presenting the SHOW, the parties hereto release each other from any and all performance of the covenants herein and from damages resulting from breach hereof. In such case, the CUSTOMER shall be entitled to a refund of all monies paid as set out in I.
- IV. **SECURITY AREA:** CUSTOMER agrees to furnish sufficient space for IMPACT PYRO to properly conduct the SHOW as determined by NFPA 1123 (hereinafter referred to as SECURITY AREA). CUSTOMER agrees to provide adequate security protection to preclude unauthorized persons from entering the SECURITY

## CONTRACT AGREEMENT

AREA. For the purposes of the Agreement, "unauthorized persons" shall mean anyone other than employees of IMPACT PYRO or persons specifically designated in writing, submitted to IMPACT PYRO, and approved prior to the event. Policing of SECURITY AREA is the responsibility of the CUSTOMER.

- V. **INDEMNIFICATION AND HOLD HARMLESS:** CUSTOMER agrees, as allowed by law, to hold IMPACT PYRO harmless from any damages caused to CUSTOMER which result as a consequence of unauthorized persons entering the SECURITY AREA. Furthermore, CUSTOMER agrees to defend and indemnify IMPACT PYRO from any and all claims brought against IMPACT PYRO, as allowed by law, for damages caused wholly or in part by unauthorized persons who have entered the SECURITY AREA.
- VI. **AMENDMENT AND ASSIGNMENT:** This agreement (including all attachments related to show) is deemed personal and confidential to CUSTOMER and its executors and administrators only, and may not be sold, assigned, transferred, or shared without the prior written consent of IMPACT PYRO.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this AGREEMENT, CUSTOMER shall apply for the approval hereof to any agency, officer, or authority of any government if such approval is required by any applicable law, ordinance, code, or regulation. CUSTOMER agrees to indemnify and hold harmless, as allowed by law, IMPACT PYRO against all claims, suits, causes of action, demands, penalties, losses, or damages, which may arise or accrue because of the failure or neglect of CUSTOMER to obtain such approval. This AGREEMENT is made expressly subject to and CUSTOMER expressly agrees to comply with and abide by all applicable laws, ordinances, codes, and regulations insofar as the same may be applicable to the terms and conditions of this AGREEMENT, including all rules and regulations now existing or that may be promulgated under and in according with any such law or laws.
- VIII. **PERMITS AND LICENSES:** IMPACT PYRO shall obtain and maintain all permits and licenses necessary to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule, or otherwise. It is hereby stipulated that this AGREEMENT is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the State of Tennessee, and the CUSTOMER hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against IMPACT PYRO in and other actions, in any jurisdiction.
- IX. **LATE PAYMENT:** IMPACT PYRO shall charge, and CUSTOMER agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until IMPACT PYRO is paid the amount set forth in Paragraph XIII herein, unless this provision is prohibited by law.
- X. **ADVERTISEMENT AND PROMOTIONS:** CUSTOMER agrees to allow IMPACT PYRO to use CUSTOMER'S name in IMPACT PYRO'S list of clients and any IMPACT PYRO advertisements or promotions.





**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or product shall be, or be deemed to be, a warranty by IMPACT PYRO for any purpose, nor give rise to any liability or obligation of IMPACT PYRO whatsoever.

IN NO EVENT SHALL IMPACT PYRO BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

**ADDENDUM**

(If applicable)



P.O. Box 402  
Castalian Springs, TN 37031  
615.423.0296  
impactpyro.com

January 8, 2024

Anthony Clark  
Director of Parks and Recreation  
Town of Ashland City  
233 Tennessee Waltz Parkway, Suite 103  
Ashland City, TN 37015

Mr. Clark:

Please accept our proposal to provide fireworks for your upcoming Summerfest celebration. It has truly been a joy for our company, and for me personally, to be part of this event for the past few seasons and I hope to continue our relationship for many years to come.

As I hope you have noticed, in addition to providing good value on the shell/product count, we also put a great deal of effort into the design and production of your show. This extra effort makes an immense difference in the quality of your display.

The proposed fee is all inclusive and contains everything needed for your show. Please let me know if you have any questions or need any additional information. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Joey Bassham".

Joey Bassham  
CEO  
joey@impactpyro.com



P.O. Box 402  
Castalian Springs, TN 37031  
615.423.0296  
impactpyro.com

January 8, 2024

Anthony Clark  
Director of Parks and Recreation  
Town of Ashland City  
233 Tennessee Waltz Parkway, Suite 103  
Ashland City, TN 37015

Mr. Clark, please see below for proposed shell count and additional information for your fireworks display to be held on June 8, 2024.

### **Proposed Display Options**

#### BUDGET / DISPLAY OVERVIEW

\$16,500 – Aerial display consisting of shells up to 6” in diameter. Show duration is 15-20 minutes. Minimum shell count is as follows:

3” – 420 min

4” – 120 min

5” – 72 min

6” – 54 min

Multi Shot Cakes – 4 min

### **Summary**

Your display will feature an opening segment, main body, and a spectacular grand finale. The display will be custom designed, pre-scripted and can be choreographed to music at the customer’s request (Impact Pyro will prepare a custom track for the display). Electrical firing of the display will help ensure that the show has a good pace and that its duration is as planned.

Impact Pyro will provide all necessary racks and display equipment, electrical firing system, and required electrical matches to fire the show. Customer will provide a deposit of 50% with the signed contract and will pay the remainder of the fee on or before the day of the display. Display will be in accordance with NFPA 1123 standards and includes all products, insurance, permitting fees, transportation of equipment and products to the display site, labor and professional services. Customer is responsible for any required security, sound system, and applicable taxes.

Our credentials are available upon request. Please let us know if you have any questions or if we can be of further assistance. Thank you.



References

- 1. Middle Tennessee Strawberry Festival – City of Portland, Tennessee – May 2015, 2016, 2018, 2019, 2021, 2022, 2023**

Reference Contact

Sam Thornton  
Fire Chief, Portland Fire Department – Portland, TN  
[sthornton@cityofportland.gov](mailto:sthornton@cityofportland.gov)  
(615) 325-6776

- 2. July 4 Celebration – Maury County, Tennessee – July 4, 2015-23**

Reference Contact

Al Ray  
Director of Parks and Recreation – Maury County – Columbia, TN  
[aray@maurycounty-tn.gov](mailto:aray@maurycounty-tn.gov)  
(931) 375-6100

- 3. July 4 Celebration / 2021 Christmas Parade and NYE Celebration – City of Gatlinburg, TN – July and January 2021-2024**

Reference Contact

Scott Murphy  
Division Manager – Events, Gatlinburg Convention and Visitors Bureau  
[scottm@gatlinburg.com](mailto:scottm@gatlinburg.com)  
(865) 436-0523

- 4. Baylor School – Chattanooga, Tennessee – May 2016, October 2016-2019, January 2020, September 2021-2023**

Reference Contact

Ryan Armstrong  
Director of Administration and Enrollment, Baylor School – Chattanooga, TN 37405  
[ramstrong@baylotschool.org](mailto:ramstrong@baylotschool.org)  
(423) 757-2817

- 5. July 4 Celebration – City of Goodlettsville, TN July 4, 2014-2019, 2021-2023**

Reference Contact

Sarah Jennings  
Director of Parks and Recreation, City of Goodlettsville, TN 37072  
[sjennings@goodlettsville.gov](mailto:sjennings@goodlettsville.gov)  
(615) 851-2218