



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
August 04, 2020 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) June 2, 2020 Workshop Meeting Minutes
- [2.](#) July 7, 2020 Workshop Meeting Minutes

REPORTS:

3. Fire, Codes and IT Report
4. Police Department
5. Court Department
6. Senior Center
7. Parks Department
8. Public Utilities/Works
9. Financial Director
10. City Recorder

OLD BUSINESS:

- [11.](#) Ordinance: Amending Title 3 of the Municipal Code: Electronic Citation Regulations
- [12.](#) Ordinance: Amending Title 9, Chapter 10 Mobile Food Vending
- [13.](#) Comcast Franchise Agreement

NEW BUSINESS:

- [14.](#) BlueCross Healthy Place Projects
15. Veteran's Memorial Park Discussion
- [16.](#) Resolution: Governor Lee's Local Government Support Grant
- [17.](#) Bass, Berry, and Sims Engagement Letter and Resolution
- [18.](#) Budget Amendment #1 FY 2020-2021
19. Property Purchase Discussion: 125 Vine Street- Map 049 N Parcel 11.00

SURPLUS PROPERTY NOMINATIONS:

EXPENDITURE REQUESTS:

20. Permission to bid: Shade Structures
21. Permission to bid: Pour in place surface at Fire Station II playground
22. Permission to bid: Construction of City Hall and Fire Station II.

23. Permission to Bid Road Resurfacing: Little Marrowbone, Marrowbone Lane, Maple Drive, Orchard Lane, Adkisson Street, Hale Street, Thompson Road, Plum Street, Holloway Drive, Bowker Street, and Riverbluff Park

OTHER.

ADJOURNMENT

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



TOWN OF ASHLAND CITY Regularly Scheduled Workshop Meeting June 02, 2020 6:00 PM Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:00 p.m. and declared a quorum.

ROLL CALL

PRESENT: Mayor Steve Allen, Vice Mayor Daniel Anderson, Councilman Tim Adkins, Councilman Gerald Greer, Councilman Roger Jackson, Councilman Chris Kerrigan, and Councilwoman Lisa Walker

APPROVAL OF AGENDA

Ms. Gayle Bowman requested several things be added to the agenda: Annual GNRC Contract for the Senior Center, Beer Ordinance, Resolution for Temporary Signage, Ordinance regarding E-Ticketing, Friends of the Trail, and Pitney Bowes Postage Machine Contract. A motion was made by Vice Mayor Anderson, Seconded by Councilman Kerrigan, to approve the agenda with the additions requested by Ms. Bowman. All approved by voice vote.

APPROVAL OF MINUTES

1. Workshop Meeting Minutes 5-5-2020

A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker to approve the May 5, 2020 Workshop Meeting Minutes as written. All approved by voice vote.

REPORTS:

2. Fire, Codes, and IT
Chief Chuck Walker reported everything is going good. They have a new recruit class of six (6) people and calls have been steady. The Building and Codes Department have been busy with inquiries for projects from new businesses.
3. Police Department
Chief Kenny Ray stated everything has been steady. The motorcycle sold last week and they will be filling the vacant position next week.
4. Court
Ms. Anita Justice was unable to attend the meeting and no report was given.
5. Senior Center
Ms. Melissa Womack reported they are getting everything ready at the center. Further, the current executive order will expire on June 30 and she is not sure at this time if the governor will extend the order or not. She further stated a contract came in and has been added on the agenda.
6. Parks and Recreation
Mr. Scott Sampson stated both of the dog park grants have been canceled for 2020 and they will begin working on them again early in the spring. He reported the food distribution will be at Riverbluff next week, sports have been canceled, and the roof structure was delivered last week. Councilman Adkins questioned the status on the Farmer's Market. Mr. Sampson responded it is going good and they have nine (9) vendors.
7. Public Works/Utilities
Mr. Clint Biggers stated everything is going good. They have located the line at Nashville Fabrication and there is an eight (8) inch tap. He reported on Brookhollow they installed a new concrete culvert and they have been cutting a lot of grass and shrubs.
8. Financial Manager

Ms. Bowman provided the fund balance and expenditure reports for May 2020. She further provided a detail report for the 2019-2020 fiscal year. She reported there was no loss in the general fund this year.

9. City Recorder

Ms. Kellie Reed was unable to attend the meeting and no report was given.

OLD BUSINESS:

10. Caldwell Park Discussion

Mayor stated Ms. Jennifer Noe is handing everything and is meeting with the surveyor. She will have the information next week.

11. Parks Advisory Board Discussion

Mr. Sampson reported Matt Waldron, Jamie Winslett, Ray Crouch Jr., Misty Holloway, Michael Smith, and Alwilda Binkley have been appointed to the Parks Advisory Board and will meeting once a month.

12. Resolution: Governor's Local Government Support Grant Funding

Ms. Bowman stated this grant is for one hundred and thirty three thousand dollars (\$133,000) and asked if there are any suggestions on where to spend the money. Vice Mayor Anderson suggested street resurfacing or ADA projects. Mr. Biggers stated an adjustor came out and looked at the roof at Public Works and they will not cover the cost of replacement. Mayor informed the roof is the original on the building. Committee Member Adkins suggested spreading the money out over several project throughout the city. After much discussion Councilman Jackson stated we have one (1) year to spend the funds.

13. Salary Study

Mayor stated he knows no one is really happy with the study, but maybe we can talk about it or defer. He stated the budget was not affected by the study. Councilman Jackson stated he does not want to defer he would like to kill it as some people were way out of whack. Vice Mayor Anderson stated the employees he spoke with about it spent five (5) or ten (10) minutes talking about it the rest of the time was spent on other things. Mayor stated he thinks we should set our own. Councilwoman Walker stated someone needs to stay with the company the entire time they are here to make sure they stay on track. Councilman Jackson stated a city employee has got to be with them to hold them accountable. Vice Mayor Anderson stated he agrees it should just be trashed.

14. Fire Contract

Chief Walker stated Ms. Jennifer Noe will have this ready for next week and it is to extend the current five (5) year contract as the county wants to keep it status quo for one (1) year and revisit it next year.

15. Comcast Renewal Agreement

Ms. Bowman stated Ms. Noe will have this next week.

16. Ordinance: Rezone Map 64 Parcel 11.01- Highway 12 South and Caldwell Road

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 11.01 OF CHEATHAM COUNTY TAX MAP 64, LOCATED ON HIGHWAY 12 SOUTH AND CALDWELL ROAD.

Councilwoman Walker stated she went to the property with Jason McClain and it is a large property where you do not see residences. Ms. Bowman stated this will be for second and final reading next week. Mayor stated they will still be required to get an engineer. Councilman Anderson stated it seems backward to approve the rezone before the engineering. Chief Walker stated it is the same as within the county, but the good thing about doing a PUD, Planned Unit Development, is the owner has to state what they want to build. Councilman Jackson stated there is residential all around and questioned how you can put in commercial as it looks out of place. Councilman Greer questioned the landscaping. Chief Walker stated they will be required to follow our ordinances.

17. Ordinance: Amend Title 18; Chapter 1 of the Municipal Code: Water Rates

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1, SECTION 18-107(1) OF THE MUNICIPAL

CODE REGULATING WATER AND SEWER RATES FOR THE INHABITANTS OF THE TOWN OF ASHLAND CITY AND ALL AREAS SURROUNDING THE CITY THAT RECEIVE WATER AND/OR SEWER SERVICE FROM THE ASHLAND CITY WATER AND SEWER DEPARTMENT. Mayor stated this is the annual three percent (3%) water rate increase and will be for second and final reading next week. Councilman Jackson questioned when we will stop raising the rates annually. Mayor explained we have done this to keep from having a bigger increase later on and to keep up with the increase of cost of doing business.

18. Ordinance: Adopt 2020-2021 Fiscal Year Budget
AN ORDINANCE OF THE CITY COUNCIL FOR THE TOWN OF ASHLAND CITY, TENNESSEE ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021. Ms. Bowman stated this will be for first reading next week and we will need to have a second reading prior to the budget meeting.

NEW BUSINESS:

19. Sewer Treatment Plant Property Purchase Agreement
Mayor stated Ms. Noe will have this ready next week. Mr. Biggers stated they will be meeting next week regarding the easement issue with our parcel and dividing the property.
20. STBG and TAP Grant Contract
Mr. Sampson stated there are two (2) agreements in the packet and he will need to get with Brian and Kellie regarding these. Further, it may need to be deferred until next month.
21. Stantec Contract Renewal
Mayor stated this is to extend the contract with Stantec and Ms. Noe will have this contract ready for next week. Chief Walker stated this is a pass through isn't it. Ms. Bowman replied yes. Mayor asked Chief Walker to give an update on the berm project. Chief Walker stated there are five (5) or six (6) contractors that have talked about permitting through the city and they are thinking they will start in August or September.
22. Blue Cross Blue Shield HRA Agreement
Ms. Bowman stated this was sent to Ms. Noe for review and should be ready next week.
23. Resolution: Water Write-offs
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO WRITE-OFF DELINQUENT WATER ACCOUNTS RECEIVABLES. Ms. Bowman stated this is in the packet and will be a write off for fourteen thousand thirty two dollars and thirty two cents (\$14,032.32). Mayor questioned how things are going with Servline. Ms. Bowman stated last month was the first month and so far it is going well. Councilwoman Walker requested a report regarding the calls they receive. Ms. Bowman replied they get one daily and she can pull it together for them. Further, the only adjustments they are doing in house are the pool adjustments.
24. Fire Truck Purchase Grant and Loan
Chief Walker stated Ms. Noe is reviewing this and will have ready next week. Further, they are being awarded a one hundred thousand dollar (\$100,000) grant and the interest rate will be two point three seven five percent (2.375%). If the city prepays for the fire truck up front there is a reduction in cost of forty seven thousand dollars (\$47,000).
25. GNRC Contract: Senior Center
Ms. Womack stated this is the third (3rd) year on a three (3) year contract for thirty six thousand dollars (\$36,000). There will be a new contract next year and Ms. Noe has a copy of the contract for review.
26. Ordinance: Amending Title ; Chapter 1 of the Municipal Code: Beer
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 8 ALCOHOLIC BEVERAGES, CHAPTER 2: BEER, IN ITS ENTIRETY. Ms. Bowman stated Ms. Noe is revamping this as it is not up to par with state law and she will have it finalized next week. Mayor stated there were some investors looking to do a brewery and restaurant in town. Chief Walker stated it will be really nice.
27. Resolution: Temporary Signs

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO TEMPORARILY ALLOW VARIANCES UNDER THE CURRENT SIGN ORDINANCE.

Chief Walker stated the ordinance we currently have is unique and we are looking at revamping it. This will allow us to charge ten dollars (\$10) for a temporary permit. He further stated Mike Osman went through town speaking to business owners asking what they need to help them recover from the pandemic. He stated this will help them and will be good.

28. Ordinance: Amending Title 3 of the Municipal Code: Electronic Citation Regulations

AN ORDINANCE TO AMEND TITLE 3 CHAPTER 5 SECTION 502 OF THE MUNICIPAL CODE OF THE TOWN OF ASHLAND CITY REGARDING ELECTRONIC CITATION REGULATIONS.

Ms. Bowman stated Ms. Noe is rewriting this ordinance and will have it ready for next week. Councilman Jackson questioned what it is. Chief Ray stated this a five dollar (\$5) charge for the electronic ticket fee. Four dollars (\$4) goes to technology for the ticket machines and one dollar (\$1) goes to court in the city budget.

29. Friends of the Trail

Mr. Tony Young stated he is representing the Cumberland River Bicentennial Friends of the Trail and he stated this is the twenty fifth (25th) year the trail has been open. He further stated the biggest complaint he hears is the trail is not long enough and needs to be longer. He questioned the grant the city just received and if it is going forward and if the city will be extending the trail. Mr. Sampson stated it will take time and money. Mayor replied the grant will be used to construct a bridge crossing over Chapmansboro Road which will be an extension of the trail coming into town to allow people to ride bikes or walk. Mr. Young stated a section from Tennessee Waltz Parkway up to Mulberry Street would make a big difference as citizens want to be able to get to trail and there is talk about someone opening a bike shop in town. He further stated the Friends of the Trail thank you all and will do whatever we can do to help. Councilman Adkins questioned the next step. Mr. Sampson stated it is on the agenda.

30. Pitney Bowes Contract - Postage Machine

Ms. Bowman stated Ms. Noe is reviewing this contract. Further, this will be for a new postage machine as they will no longer replace parts for the old one.

OTHER.

Councilman Jackson stated they voted to approve the insurance in the last meeting and voted on the same thing prior this. He stated one of them needs to be rescinded because we voted on the exact same thing. Mayor stated he would ask Ms. Noe. Vice Mayor Anderson stated he misunderstood what the vote was on. Councilman Jackson stated it is in the minutes and you can go back and read it, but they need to get rid of one.

Mayor stated so much is going on right now and everything is looking good. He further stated when he talked to the architect he told him to work on getting City Hall done first and the Fire Station second. The drawings will be complete in about three (3) weeks. Councilman Jackson stated someone will need to sit with them and go over drainage and everything as we do not want to end up with another salary study situation.

Councilman Jackson stated they voted for Kellie as City Recorder, but not what she is going to do. He stated they need the job responsibilities for how it can be split up. Mayor stated he wishes she could move back over here at City Hall.

Councilwoman Walker requested to see an organizational chart.

ADJOURNMENT

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:03 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC



TOWN OF ASHLAND CITY Regularly Scheduled Workshop Meeting July 07, 2020 6:00 PM Minutes

CALL TO ORDER

Mayor Allen opened the meeting at 6:04 p.m. by introducing himself and stating, "I am Steve Allen, Mayor for the Town of Ashland City, and I hereby call to order the July 7, 2020 Workshop Meeting of the City Council of Ashland City. The meeting is being made available via live video stream on the Zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the City's citizens in light of the COVID-19 pandemic and so the residents can listen and know the business of the city."

ROLL CALL

PRESENT Mayor Steve Allen, Vice Mayor Daniel Anderson, Councilman Tim Adkins, Councilman Gerald Greer, Councilman Chris Kerrigan, Councilwoman Lisa Walker. All members reported electronically.

ABSENT Councilman Roger Jackson

APPROVAL OF AGENDA

A motion was made by Vice Mayor Anderson, seconded by Councilman Walker to approve the agenda with the addition of a Pitney Bowes contract under expenditures. All approved by voice vote. June Workshop Minutes will be presented for approval at the August Workshop Meeting.

REPORTS:

1. Fire, Codes and IT Report
Chief Chuck Walker stated fire has been busy the first of the month there were thirty-five (35) calls, but due to things back open there were a total of one hundred and fifteen (115) at the end of the month. He informed all fireman are healthy. He stated there's a rezone request on the agenda tonight for codes and a mobile food vending change.
2. Police Department
Chief Kenny Ray stated the police department has been busy with lots of calls, six (6) were DUI's in the three (3) days. Further the new employee is working now.
3. Court Department
Ms. Anita Justice was unable to attend the meeting and no report was given.
4. Senior Center
Ms. Melissa Womack stated they are busy updating items and working to prepare for seniors to return. She stated the HVAC unit was an emergency purchase, ADA items have been added to the doors, they are painting some areas, and Friends of Senior Center replaced the flooring in the craft room and kitchen. She informed of a program called Chatty Kathy where they call the seniors to check in on them weekly. She stated seniors will be able to return in September.
5. Parks Department
Mr. Scott Samson informed the Riverbluff roof is finished, the Triathlon has been cancelled, and they have a new employee Derek Wright. He stated a bench dedication took place this afternoon about one and a half (1.5) miles from Marks Creeks side of trail for Jacob Akers.
6. Public Utilities/Works
Mr. Clint Biggers stated things are good, there will be a bid opening on Friday for the red light, and the water tank will be painted on the 20th. He informed of a new customer Nashville Fabrication. He stated Shannon Mayo moved to the Water Treatment Plant and Becky Cohen moved from Recorder's Office to Public Works.
7. City Recorder

Ms. Kellie Reed was unable to attend the meeting and no report was given.

8. Financial Director

Ms. Gayle Bowman stated they are working on the audit and the auditors will be at City Hall on Monday. She informed the fund balance and expense report has been emailed to all of council along with a ten (10) year debt report from the last ten (10) audit reports. She stated office has been busy updating salary increases and deductions for new fiscal year and closing out the year to prepare for auditors. She stated they are also lost an employee.

OLD BUSINESS:

9. Comcast Franchise Agreement

Ms. Bowman stated Ms. Jennifer Noe will discuss this at the council meeting next week.

10. Resolution: Governor's Local Government Support Grant Funding

Mayor Allen stated we can now spend this any way we want. Councilman Adkins asked about capital projects and new construction. Councilman Greer suggested ADA plan and sidewalk modifications. Vice-Mayor Anderson suggested streets, ADA, or sidewalks. Mayor Allen stated he will get with Mr. Brian Stinson about the ADA plan so we can discuss it at the budget meeting.

11. Amending Title 8: Chapter 2 of the Municipal Code

Ms. Bowman stated this will be for the 2nd reading next week.

NEW BUSINESS:

12. Resolution: Updating Wage and Salary Policy and Pay Table

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING THE WAGE AND SALARY POLICY GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY.

Ms. Bowman stated this is for a request of changing every number on the pay table the cost of living percent. She read all of the changes in the policy that pertain to the cost of living percent changing all of the numbers. She stated this will cut the need for so many salary studies and the need to have council review each year. She stated three (3) pay tables represent the current, the changes, and the new with the two percent (2%) cost of living amount and position title changes. She stated in changing the amounts with the cost of living, when you hire a new employee at the lowest salary, they will always remain at the lowest if merit raises are not approved. Mayor Allen suggested council to take time to review and ask questions next week.

13. Resolution: Updating Purchasing Policies and Procedures

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING SECTION 3 OF THE PURCHASING POLICIES AND PROCEDURES.

Ms. Bowman stated this is adding to section three (3), no refunds below five dollars (\$5), state has a fifty dollar (\$50) limit. She informed the cost of cutting a twenty-five (25) cent check is not cost efficient. Vice-Mayor Anderson stated he wanted his money, and asked council if you go to grocery store and the change is four dollars and fifty cents (\$4.50) do you want the store to keep it. Councilmen Greer questioned if the refund could be distributed through petty cash. Ms. Bowman stated the refund has to be given by check. Mayor Allen stated it is the time involved. Ms. Bowman stated the refunds under a dollar are payments mailed into court. She informed at year end the checks move to unclaimed property because they are returned or never cashed. Vice-Mayor Anderson stated we could not keep their money. Councilmen Greer suggested giving the customer an option. Vice-Mayor Anderson stated he understood the business end of it, but does not feel we should keep the money. After much discussion, it was suggested by the Mayor to call other cities to see what they do.

14. Ordinance: Amending Title 9, Chapter 10 Mobile Food Vending

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 10, MOBILE FOOD VENDING.

Chief Walker stated we have several food trucks around town and they are only allowed to stay in one place for four (4) days.

15. Rezone Request: Highway 12- Map 62 Parcel 041.00 and 041.01

Chief Walker stated this is a piece of property on Highway 12 to the right before Thompson Road and the owner has requested a rezone from residential to industrial. Further, this property is close to the Industrial Park and does boarder a piece of property on the backside that is industrial. He stated the Planning Commission discussed this last night and heard from several surrounding neighbors and the property owner. The Planning Commission voted to not rezone; however, the Council has the final decision. Chief Walker explained there was much discussion regarding blasting, which is permitted through the state, and they have been doing this according to regulation, but have had some problems and the state has been down to investigate some fly rock in the neighbors yard. He stated the blasting is a totally separate issue than the rezone. Vice Mayor Anderson questioned the reason why the Planning Commission didn't recommend this for rezone. Mayor stated he felt it was more or less the opposition from the residents. Councilwoman Walker stated the plan presented was to put a maintenance building where dump trucks would be parked. She further stated some of the issues were the amount of dump trucks that would be coming in and out of the property, the hours of operation, and the disturbance to the neighbors as such. Councilman Greer questioned the if there will be an issue with the lack of a turning lane into the property. Chief Walker stated the owner has a fleet of about fifteen (15) dump trucks which leave at about six o'clock in the morning (6:00 a.m.) and return in the afternoon. He stated they wanted the shop there for the maintenance of these trucks to change oil and such. Councilman Greer questioned if there will be dirt on the roads coming off this property. Chief Walker stated the ordinance indicates this property should have a dust free drive and parking lot. Vice Mayor Anderson questioned if the owner has met the requirements to qualify to be rezoned. Chief Walker stated there really are not any requirements, but are more things to be considered such as spot zoning and the land use plan. Vice Mayor Anderson questioned if they meet these requirements why would you not rezone the property.

SURPLUS PROPERTY NOMINATIONS:

None.

EXPENDITURE REQUESTS:

16. Award Traffic Signalization Bid
Mr. Biggers stated the engineer, Jason Reynolds, did the bid and will have it next week. Ms. Bowman stated the bid opening will be at City Hall on Friday.
17. New Swings for Riverbluff Park
Mr. Sampson stated this is a capital budget request that is in the budget and he would like to get it done in the Fall.
18. Pitney Bowes Agreement - Public Works Postage Machine
Mr. Biggers stated the Water Plant and Sewer Plant are using a credit card currently to buy postage and it would make it easier for them to keep from tracking him down.

OTHER.

Mayor stated the clean up on the lot for City Hall is looking really good. He further stated there are lots of people looking for property for homes and business. He stated he is looking into a sound system in order for the town to provide their own sound system.

ADJOURNMENT

A motion was made by Councilwoman Walker, seconded by Councilman Adkins, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:01 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC

ORDINANCE #

AN ORDINANCE TO AMEND TITLE 3 CHAPTER 5 SECTION 502 OF THE MUNICIPAL CODE OF THE TOWN OF ASHLAND CITY REGARDING ELECTRONIC CITATION REGULATIONS

WHEREAS, the Mayor and City Council of the Town of Ashland City previously passed Ordinance #420 regarding electronic citation regulations and fees; and

WHEREAS, Tennessee Code Annotated, Section 55-10-207 was amended by Public Chapter 750, authorizing electronic citations to be filed in court, along with a fee to recover costs associated with both written and electronic citations.

WHEREAS, Ordinance #420 was passed on second reading on September 9, 2014 and took effect twenty days after the final passage; and,

WHEREAS, TCA 55-10-207 provides that an ordinance under the statute has a sunset provision and expires at the end of five years.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Town of Ashland City, Chapter 3, Chapter 5, as previously passed in Ordinance #420 be hereby reinstated for another five (5) year passage:

BE IT FURTHER ORDAINED, this Ordinance shall take effect twenty days from and after its final passage, the public welfare requiring it.

First Reading: June 9, 2020

Second Reading: August 11, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

ORDINANCE # _____

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 10 MOBILE FOOD VENDING

WHEREAS, the food truck industry is a growing and vital economic generator and there is increased popularity of food trucks in the Town of Ashland City; and

WHEREAS, the Town of Ashland City desires to promote economic development through the encouragement of vibrant entertainment alternatives, including accommodating the popularity and growth of the food truck industry.

WHEREAS, the current Code shall be amended

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY ORDAINED, by the City Council of the Town of Ashland City, Tennessee that:

SECTION 1: Title 9, Chapter 10, of the Municipal Code is amended as follows:

9-1004 LOCATIONS AND HOURS OF OPERATION.

Section (A) (2) (b) deleted in it's entirety

Section (A) (2) (c) shall be replaced with "Food trucks may operate no more than fifteen (15) days in a calendar month at a location on privately owned property.

Section (B) (1) (a) shall be replaced with the "Private Property. An Ice Cream Truck may operate on private property with written permission of the property owner, which will be immediately available to the City upon request. An Ice Cream Truck may not require use of more than twenty-five percent (25%) of existing parking spaces. Ice Cream Truck may operate no more than fifteen (15) days in a calendar month at a location on privately owned property.

Section (B) (2) shall be deleted in it's entirety.

BE IT FURTHER ORDAINED, this ordinance shall become effective 20 days after its final passage.

Approved as to Legality: _____
Jennifer Noe, City Attorney

Passed First Reading: _____

Passed Second Reading: _____

Mayor, Steve Allen

City Recorder, Kellie Reed

Franchise Agreement

between

Town of Ashland City, Tennessee

and

Comcast of Nashville I, LLC

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AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2020 (the “Effective Date”), and is between the Town of Ashland City, Tennessee (the “Franchising Authority” or the “Town”), and Comcast of Nashville I, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled town council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and

maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written

notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for

use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to

continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Town.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of the Town of Ashland City, Tennessee.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

Town of Ashland City

Attn: [REDACTED]

ADDRESS

Ashland City, Tennessee XXXXX

COMPANY:

Comcast of Nashville I, LLC

Attn: Vice President, External Affairs

6200 The Corners Parkway, Suite 200

Peachtree Corners, Georgia 30092

With a copy to:

Comcast Cable Communications, LLC

Attn: Vice President, Government Affairs

2605 Circle 75 Parkway

Atlanta, Georgia 30339

And:

Comcast Cable Communications, LLC

Attn: Legal Department

One Comcast Center

1701 John F. Kennedy Boulevard

Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the Town of Ashland City, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Town Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

Town of Ashland City, Tennessee

By: _____

Name:

Title: Mayor

(Seal)

Attest: _____

Date: _____

Comcast of Nashville I, LLC

By: _____

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“**Agreement**” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“**Basic Service**” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“**Cable Act**” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“**Cable Service**” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“**Cable Service Provider**” or “**CSP**” means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“**Cable System**” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville I, LLC, a limited liability company validly existing under the laws of the State of Delaware or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of Town of Ashland City, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the Town of Ashland City, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“Signal” means any transmission of radio frequency energy or of optical information.

“Streets” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“Subscriber” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

2021 BlueCross Healthy Place Projects

In celebration of the 75th anniversary of BlueCross BlueShield of Tennessee, the BlueCross Foundation is building 10 BlueCross Healthy Places across the state of Tennessee. The foundation will invest \$750,000 in each project, and each space will be constructed based on one of six project templates.

Applicants will select from one of the following designs depending on their area's needs and desired focus. Each design includes accessible elements and features for visitors of all ages.



- FAMILY FUN** *137' x 105'*
- > Large play area *or 14,385*
 - > Thrive fitness pod *5 f.*
 - > Swing set
 - > Play pods and climbing areas



- ELITE FITNESS** *171' x 70'*
- > Challenge course *or 11,970*
 - > 40-yard dash *5 f.*
 - > Fitness area
 - > Body-weight climbing play area



- THRIVE AND PLAY** *87' x 153'*
or 13,311 sf.
- > Fully inclusive large play area
 - > Thrive fitness pod
 - > Community pavilion
 - > Swing set and play pockets



- TRI-STAR ACTIVITY** *200' x 211'*
- > Branded activity track *or 42,200*
 - > Fitness pods *5 f.*
 - > Small play area
 - > Community pavilion



- COMMUNITY HUB** *160' x 109'*
- > Community pavilion *or 17,440*
 - > Play area for ages 2-5 *5 f.*
 - > Play area for ages 5-12
 - > Fitness pods
 - > Swing set



- FITNESS AND FUN** *108' x 104'*
- > Challenge course *or 11,232*
 - > Thrive fitness area *5 f.*
 - > Play area for ages 2-5
 - > Play area for ages 5-12
 - > Community lawn

We're accepting proposals the entire month of August 2020.
To apply, visit bluecrosshealthyplaces.com.



July 28, 2020

Wish List for Parks

Budget Items FY 20-21

New swings for Riverbluff Park \$6,000

Pave lower parking lot at Riverbluff Park \$50,000

Seal and stripe upper parking lot at Riverbluff Park \$10,000

Total \$66,000

Grant Items FY 20-21

New signs for all parks \$7,000

Heating/Cooling unit for bathrooms at Riverbluff Park \$8,000

Shade Structures for playground at Riverbluff Park \$11,000

New Christmas decorations \$4,000

Engineering for Puzzlefool Creek \$15,000

Total \$45,000

Grant Items FY 20-21

New surface material for playground at Fire Hall #2 \$46,000

Shade Structure for playground at Fire Hall #2 \$14,000

Total \$60,000

Budget Items FY-21-22

New ceiling fans for the Farmers Market Pavilion **\$4,000**

RESOLUTION 2020-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN GOVERNOR LEE’S LOCAL GOVERNMENT SUPPORT GRANT FUNDING PROGRAM

WHEREAS, the Department of Finance and Administration has allocated \$133,612 to the Town of Ashland City; and

WHEREAS, the Mayor and City Council would like to direct these funds to be used for the Town’s parks and playgrounds projects.

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

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for “*Governor Lee’s Local Government Support Grant*” reimbursement grant through the Department of Finance and Administration.

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

We, the undersigned City Council members, meeting in Regular Session on this 11th day of August, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

Allocation Among Cities and Towns

| | <u>Name</u> | | <u>Appropriation</u> |
|----|------------------------|----|----------------------|
| 1 | Adams city | \$ | 44,742 |
| 2 | Adamsville town | \$ | 77,932 |
| 3 | Alamo town | \$ | 80,802 |
| 4 | Alcoa city | \$ | 261,696 |
| 5 | Alexandria town | \$ | 52,090 |
| 6 | Algood city | \$ | 127,520 |
| 7 | Allardt city | \$ | 43,726 |
| 8 | Altamont town | \$ | 52,686 |
| 9 | Ardmore city | \$ | 57,100 |
| 10 | Arlington town | \$ | 288,134 |
| 11 | Ashland City town | \$ | 133,612 |
| 12 | Athens city | \$ | 335,802 |
| 13 | Atoka town | \$ | 237,378 |
| 14 | Atwood town | \$ | 50,370 |
| 15 | Auburntown town | \$ | 35,782 |
| 16 | Baileyton town | \$ | 39,776 |
| 17 | Baneberry city | \$ | 41,564 |
| 18 | Bartlett city | \$ | 1,338,990 |
| 19 | Baxter town | \$ | 63,014 |
| 20 | Bean Station city | \$ | 98,456 |
| 21 | Beersheba Springs town | \$ | 40,108 |
| 22 | Bell Buckle town | \$ | 41,940 |
| 23 | Belle Meade city | \$ | 93,580 |
| 24 | Bells city | \$ | 84,244 |
| 25 | Benton town | \$ | 58,050 |
| 26 | Berry Hill city | \$ | 41,410 |
| 27 | Bethel Springs town | \$ | 45,890 |
| 28 | Big Sandy town | \$ | 41,564 |
| 29 | Blaine city | \$ | 71,246 |
| 30 | Bluff City city | \$ | 66,744 |
| 31 | Bolivar city | \$ | 138,952 |
| 32 | Braden town | \$ | 35,782 |
| 33 | Bradford town | \$ | 51,848 |
| 34 | Brentwood city | \$ | 967,954 |
| 35 | Brighton town | \$ | 94,462 |
| 36 | Bristol city | \$ | 623,222 |
| 37 | Brownsville city | \$ | 238,392 |
| 38 | Bruceton town | \$ | 61,072 |
| 39 | Bulls Gap town | \$ | 45,824 |
| 40 | Burlison town | \$ | 39,070 |

Allocation Among Cities and Towns

| | <u>Name</u> | | <u>Appropriation</u> |
|----|----------------------|----|----------------------|
| 41 | Burns town | \$ | 61,888 |
| 42 | Byrdstown town | \$ | 47,610 |
| 43 | Calhoun town | \$ | 40,968 |
| 44 | Camden city | \$ | 108,894 |
| 45 | Carthage town | \$ | 80,272 |
| 46 | Caryville town | \$ | 77,778 |
| 47 | Cedar Hill city | \$ | 36,908 |
| 48 | Celina city | \$ | 62,176 |
| 49 | Centertown town | \$ | 35,540 |
| 50 | Centerville town | \$ | 108,762 |
| 51 | Chapel Hill town | \$ | 63,610 |
| 52 | Charleston city | \$ | 45,228 |
| 53 | Charlotte town | \$ | 63,522 |
| 54 | Chattanooga city | \$ | 4,014,616 |
| 55 | Church Hill city | \$ | 177,396 |
| 56 | Clarksburg town | \$ | 38,342 |
| 57 | Clarksville city | \$ | 3,490,202 |
| 58 | Cleveland city | \$ | 1,022,508 |
| 59 | Clifton city | \$ | 88,878 |
| 60 | Clinton city | \$ | 251,302 |
| 61 | Coalmont city | \$ | 48,538 |
| 62 | Collegedale city | \$ | 283,610 |
| 63 | Collierville town | \$ | 1,147,018 |
| 64 | Collinwood city | \$ | 50,832 |
| 65 | Columbia city | \$ | 898,968 |
| 66 | Cookeville city | \$ | 780,438 |
| 67 | Coopertown town | \$ | 130,500 |
| 68 | Copperhill city | \$ | 37,018 |
| 69 | Cornersville town | \$ | 57,740 |
| 70 | Cottage Grove town | \$ | 31,898 |
| 71 | Covington city | \$ | 223,762 |
| 72 | Cowan city | \$ | 66,744 |
| 73 | Crab Orchard city | \$ | 46,838 |
| 74 | Cross Plains city | \$ | 70,010 |
| 75 | Crossville city | \$ | 284,980 |
| 76 | Crump city | \$ | 62,286 |
| 77 | Cumberland City town | \$ | 36,798 |
| 78 | Cumberland Gap town | \$ | 40,792 |
| 79 | Dandridge town | \$ | 99,406 |
| 80 | Dayton city | \$ | 193,152 |

Allocation Among Cities and Towns

| | <u>Name</u> | | <u>Appropriation</u> |
|-----|---------------------|----|----------------------|
| 81 | Decatur town | \$ | 66,346 |
| 82 | Decaturville town | \$ | 49,000 |
| 83 | Decherd city | \$ | 82,546 |
| 84 | Dickson city | \$ | 373,892 |
| 85 | Dover city | \$ | 62,662 |
| 86 | Dowelltown town | \$ | 38,718 |
| 87 | Doyle town | \$ | 42,534 |
| 88 | Dresden town | \$ | 94,616 |
| 89 | Ducktown city | \$ | 40,416 |
| 90 | Dunlap city | \$ | 142,990 |
| 91 | Dyer city | \$ | 78,904 |
| 92 | Dyersburg city | \$ | 391,680 |
| 93 | Eagleville city | \$ | 45,492 |
| 94 | East Ridge city | \$ | 493,968 |
| 95 | Eastview town | \$ | 45,602 |
| 96 | Elizabethton city | \$ | 327,858 |
| 97 | Elkton city | \$ | 41,674 |
| 98 | Englewood town | \$ | 63,632 |
| 99 | Enville town | \$ | 34,126 |
| 100 | Erin city | \$ | 58,512 |
| 101 | Erwin town | \$ | 159,166 |
| 102 | Estill Springs town | \$ | 74,754 |
| 103 | Ethridge town | \$ | 40,726 |
| 104 | Etowah city | \$ | 106,842 |
| 105 | Fairview city | \$ | 228,594 |
| 106 | Farragut town | \$ | 536,604 |
| 107 | Fayetteville city | \$ | 184,854 |
| 108 | Finger city | \$ | 36,356 |
| 109 | Forest Hills city | \$ | 137,386 |
| 110 | Franklin city | \$ | 1,815,648 |
| 111 | Friendship city | \$ | 44,830 |
| 112 | Friendsville city | \$ | 49,664 |
| 113 | Gadsden town | \$ | 40,196 |
| 114 | Gainesboro town | \$ | 50,854 |
| 115 | Gallatin city | \$ | 922,824 |
| 116 | Gallaway city | \$ | 44,278 |
| 117 | Garland town | \$ | 36,664 |
| 118 | Gates town | \$ | 43,792 |
| 119 | Gatlinburg city | \$ | 121,452 |
| 120 | Germantown city | \$ | 892,854 |

Allocation Among Cities and Towns

| | <u>Name</u> | | <u>Appropriation</u> |
|-----|-----------------------------|----|----------------------|
| 121 | Gibson town | \$ | 38,740 |
| 122 | Gilt Edge city | \$ | 40,064 |
| 123 | Gleason town | \$ | 60,300 |
| 124 | Goodlettsville city | \$ | 402,052 |
| 125 | Gordonsville town | \$ | 57,276 |
| 126 | Grand Junction city | \$ | 35,958 |
| 127 | Graysville town | \$ | 64,404 |
| 128 | Greenback city | \$ | 56,394 |
| 129 | Greenbrier town | \$ | 180,926 |
| 130 | Greeneville town | \$ | 358,776 |
| 131 | Greenfield city | \$ | 75,858 |
| 132 | Gruetli-Laager city | \$ | 68,134 |
| 133 | Guys town | \$ | 39,820 |
| 134 | Halls town | \$ | 76,278 |
| 135 | Harriman city | \$ | 165,610 |
| 136 | Harrogate city | \$ | 125,710 |
| 137 | Hartsville/Trousdale County | \$ | 273,000 |
| 138 | Henderson city | \$ | 169,362 |
| 139 | Hendersonville city | \$ | 1,300,614 |
| 140 | Henning town | \$ | 50,612 |
| 141 | Henry town | \$ | 40,262 |
| 142 | Hickory Valley town | \$ | 32,052 |
| 143 | Hohenwald city | \$ | 111,366 |
| 144 | Hollow Rock town | \$ | 44,962 |
| 145 | Hornbeak town | \$ | 38,740 |
| 146 | Hornsby town | \$ | 35,804 |
| 147 | Humboldt city | \$ | 210,940 |
| 148 | Huntingdon town | \$ | 114,412 |
| 149 | Huntland town | \$ | 48,582 |
| 150 | Huntsville town | \$ | 57,298 |
| 151 | Jacksboro town | \$ | 72,636 |
| 152 | Jackson city | \$ | 1,506,446 |
| 153 | Jamestown city | \$ | 73,254 |
| 154 | Jasper town | \$ | 104,106 |
| 155 | Jefferson City city | \$ | 210,940 |
| 156 | Jellico city | \$ | 78,088 |
| 157 | Johnson City city | \$ | 1,503,688 |
| 158 | Jonesborough town | \$ | 150,030 |
| 159 | Kenton town | \$ | 56,592 |
| 160 | Kimball town | \$ | 61,360 |

Allocation Among Cities and Towns

| | <u>Name</u> | | <u>Appropriation</u> |
|-----|-------------------------------|----|----------------------|
| 161 | Kingsport city | \$ | 1,223,374 |
| 162 | Kingston city | \$ | 158,548 |
| 163 | Kingston Springs town | \$ | 90,666 |
| 164 | Knoxville city | \$ | 4,167,836 |
| 165 | La Follette city | \$ | 178,676 |
| 166 | La Grange town | \$ | 32,824 |
| 167 | La Vergne city | \$ | 820,470 |
| 168 | Lafayette city | \$ | 145,132 |
| 169 | Lake City city | \$ | 68,994 |
| 170 | Lakeland city | \$ | 308,438 |
| 171 | Lakesite city | \$ | 71,026 |
| 172 | Lawrenceburg city | \$ | 269,178 |
| 173 | Lebanon city | \$ | 803,500 |
| 174 | Lenoir City city | \$ | 235,348 |
| 175 | Lewisburg city | \$ | 297,338 |
| 176 | Lexington city | \$ | 200,280 |
| 177 | Liberty town | \$ | 37,238 |
| 178 | Linden town | \$ | 50,722 |
| 179 | Livingston town | \$ | 118,716 |
| 180 | Lobelville city | \$ | 49,596 |
| 181 | Lookout Mountain town | \$ | 71,180 |
| 182 | Loretto city | \$ | 69,260 |
| 183 | Loudon town | \$ | 158,196 |
| 184 | Louisville city | \$ | 121,120 |
| 185 | Luttrell town | \$ | 53,370 |
| 186 | Lynchburg, Moore County metro | \$ | 165,000 |
| 187 | Lynnville town | \$ | 36,664 |
| 188 | Madisonville city | \$ | 138,732 |
| 189 | Manchester city | \$ | 270,900 |
| 190 | Martin city | \$ | 263,750 |
| 191 | Maryville city | \$ | 674,222 |
| 192 | Mason town | \$ | 64,272 |
| 193 | Maury City town | \$ | 44,676 |
| 194 | Maynardville city | \$ | 82,832 |
| 195 | McEwen city | \$ | 68,244 |
| 196 | McKenzie city | \$ | 150,936 |
| 197 | McLemoresville town | \$ | 37,348 |
| 198 | McMinnville city | \$ | 332,074 |
| 199 | Medina city | \$ | 123,702 |
| 200 | Medon city | \$ | 33,972 |

Allocation Among Cities and Towns

| | <u>Name</u> | | <u>Appropriation</u> |
|-----|--------------------------|----|----------------------|
| 201 | Memphis city | \$ | 10,000,000 |
| 202 | Michie town | \$ | 42,822 |
| 203 | Middleton city | \$ | 44,234 |
| 204 | Milan city | \$ | 198,604 |
| 205 | Milledgeville town | \$ | 35,760 |
| 206 | Millersville city | \$ | 179,646 |
| 207 | Millington city | \$ | 265,802 |
| 208 | Minor Hill city | \$ | 41,718 |
| 209 | Mitchellville city | \$ | 34,260 |
| 210 | Monteagle town | \$ | 57,122 |
| 211 | Monterey town | \$ | 93,580 |
| 212 | Morrison town | \$ | 45,712 |
| 213 | Morristown city | \$ | 690,420 |
| 214 | Moscow city | \$ | 42,424 |
| 215 | Mosheim town | \$ | 81,618 |
| 216 | Mount Carmel town | \$ | 147,074 |
| 217 | Mount Juliet city | \$ | 818,396 |
| 218 | Mount Pleasant city | \$ | 137,980 |
| 219 | Mountain City town | \$ | 83,362 |
| 220 | Munford city | \$ | 163,734 |
| 221 | Murfreesboro city | \$ | 3,149,244 |
| 222 | Nashville-Davidson metro | \$ | 10,000,000 |
| 223 | New Hope city | \$ | 53,216 |
| 224 | New Johnsonville city | \$ | 72,040 |
| 225 | New Market town | \$ | 60,212 |
| 226 | New Tazewell town | \$ | 89,938 |
| 227 | Newbern town | \$ | 103,090 |
| 228 | Newport city | \$ | 180,088 |
| 229 | Niota city | \$ | 46,022 |
| 230 | Nolensville town | \$ | 228,880 |
| 231 | Normandy town | \$ | 33,288 |
| 232 | Norris city | \$ | 65,464 |
| 233 | Oak Hill city | \$ | 130,478 |
| 234 | Oak Ridge city | \$ | 672,390 |
| 235 | Oakdale town | \$ | 34,590 |
| 236 | Oakland town | \$ | 209,152 |
| 237 | Obion town | \$ | 53,194 |
| 238 | Oliver Springs town | \$ | 105,386 |
| 239 | Oneida town | \$ | 111,940 |
| 240 | Orlinda city | \$ | 50,546 |

Allocation Among Cities and Towns

| | <u>Name</u> | | <u>Appropriation</u> |
|-----|--------------------------|----|----------------------|
| 241 | Orme town | \$ | 32,494 |
| 242 | Palmer town | \$ | 44,654 |
| 243 | Paris city | \$ | 251,942 |
| 244 | Parker's Crossroads city | \$ | 36,864 |
| 245 | Parrottsville town | \$ | 36,378 |
| 246 | Parsons city | \$ | 80,978 |
| 247 | Pegram town | \$ | 75,902 |
| 248 | Petersburg town | \$ | 42,402 |
| 249 | Philadelphia city | \$ | 45,668 |
| 250 | Pigeon Forge city | \$ | 169,560 |
| 251 | Pikeville city | \$ | 65,840 |
| 252 | Piperton city | \$ | 70,430 |
| 253 | Pittman Center town | \$ | 42,624 |
| 254 | Plainview city | \$ | 76,896 |
| 255 | Pleasant Hill town | \$ | 42,534 |
| 256 | Pleasant View city | \$ | 131,978 |
| 257 | Portland city | \$ | 312,984 |
| 258 | Powells Crossroads town | \$ | 59,836 |
| 259 | Pulaski city | \$ | 198,868 |
| 260 | Puryear city | \$ | 44,720 |
| 261 | Ramer city | \$ | 36,554 |
| 262 | Red Bank city | \$ | 289,636 |
| 263 | Red Boiling Springs city | \$ | 55,070 |
| 264 | Ridgely town | \$ | 66,568 |
| 265 | Ridgeside city | \$ | 39,534 |
| 266 | Ridgetop city | \$ | 76,432 |
| 267 | Ripley city | \$ | 203,878 |
| 268 | Rives town | \$ | 36,886 |
| 269 | Rockford city | \$ | 48,692 |
| 270 | Rockwood city | \$ | 150,318 |
| 271 | Rogersville town | \$ | 124,828 |
| 272 | Rossville town | \$ | 50,148 |
| 273 | Rutherford town | \$ | 53,724 |
| 274 | Rutledge town | \$ | 59,682 |
| 275 | Saltillo town | \$ | 41,696 |
| 276 | Samburg town | \$ | 34,458 |
| 277 | Sardis town | \$ | 38,386 |
| 278 | Saulsbury town | \$ | 32,030 |
| 279 | Savannah city | \$ | 183,288 |
| 280 | Scotts Hill town | \$ | 51,582 |

Allocation Among Cities and Towns

| | <u>Name</u> | | <u>Appropriation</u> |
|-----|-------------------------|----|----------------------|
| 281 | Selmer town | \$ | 127,102 |
| 282 | Sevierville city | \$ | 394,814 |
| 283 | Sharon town | \$ | 50,258 |
| 284 | Shelbyville city | \$ | 512,504 |
| 285 | Signal Mountain town | \$ | 219,060 |
| 286 | Silerton town | \$ | 32,228 |
| 287 | Slayden town | \$ | 34,546 |
| 288 | Smithville city | \$ | 135,774 |
| 289 | Smyrna town | \$ | 1,150,526 |
| 290 | Sneedville town | \$ | 59,484 |
| 291 | Soddy-Daisy city | \$ | 332,714 |
| 292 | Somerville town | \$ | 100,642 |
| 293 | South Carthage town | \$ | 60,410 |
| 294 | South Fulton city | \$ | 79,278 |
| 295 | South Pittsburg city | \$ | 96,602 |
| 296 | Sparta city | \$ | 139,128 |
| 297 | Spencer town | \$ | 66,236 |
| 298 | Spring City town | \$ | 71,158 |
| 299 | Spring Hill city | \$ | 945,046 |
| 300 | Springfield city | \$ | 404,214 |
| 301 | St. Joseph city | \$ | 47,898 |
| 302 | Stanton town | \$ | 39,334 |
| 303 | Stantonville town | \$ | 35,914 |
| 304 | Sunbright city | \$ | 41,718 |
| 305 | Surgoinsville town | \$ | 69,194 |
| 306 | Sweetwater city | \$ | 159,498 |
| 307 | Tazewell town | \$ | 80,074 |
| 308 | Tellico Plains town | \$ | 50,148 |
| 309 | Tennessee Ridge town | \$ | 59,328 |
| 310 | Thompson's Station town | \$ | 164,926 |
| 311 | Three Way city | \$ | 67,052 |
| 312 | Tiptonville town | \$ | 125,048 |
| 313 | Toone town | \$ | 37,460 |
| 314 | Townsend city | \$ | 39,776 |
| 315 | Tracy City town | \$ | 60,808 |
| 316 | Trenton city | \$ | 119,400 |
| 317 | Trezevant town | \$ | 48,670 |
| 318 | Trimble town | \$ | 43,572 |
| 319 | Troy town | \$ | 59,262 |
| 320 | Tullahoma city | \$ | 457,466 |

Allocation Among Cities and Towns

| | <u>Name</u> | | <u>Appropriation</u> |
|-----|---------------------|----|----------------------|
| 321 | Tusculum city | \$ | 91,548 |
| 322 | Unicoi town | \$ | 108,938 |
| 323 | Union City city | \$ | 259,534 |
| 324 | Vanleer town | \$ | 39,158 |
| 325 | Viola town | \$ | 32,936 |
| 326 | Vonore town | \$ | 63,830 |
| 327 | Walden town | \$ | 77,270 |
| 328 | Wartburg city | \$ | 49,840 |
| 329 | Wartrace town | \$ | 45,162 |
| 330 | Watauga city | \$ | 38,232 |
| 331 | Watertown city | \$ | 63,434 |
| 332 | Waverly city | \$ | 120,040 |
| 333 | Waynesboro city | \$ | 81,220 |
| 334 | Westmoreland town | \$ | 83,428 |
| 335 | White Bluff town | \$ | 109,578 |
| 336 | White House city | \$ | 305,988 |
| 337 | White Pine town | \$ | 81,816 |
| 338 | Whiteville town | \$ | 128,978 |
| 339 | Whitwell city | \$ | 68,024 |
| 340 | Williston city | \$ | 38,342 |
| 341 | Winchester city | \$ | 222,326 |
| 342 | Winfield town | \$ | 52,112 |
| 343 | Woodbury town | \$ | 92,896 |
| 344 | Woodland Mills city | \$ | 37,878 |
| 345 | Yorkville city | \$ | 35,672 |

July 23, 2020

City Council
Ashland City, Tennessee

Re: Issuance of Not to Exceed \$896,500 General Obligation Bonds to the United States Department of Agriculture (“USDA”)

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the Town of Ashland City, Tennessee (the “Issuer”), in connection with the issuance of the above-referenced bond (the “Bond”). We understand that the Bond will be issued for the purpose of providing funds necessary to finance purchase of a fire truck and equipment and to pay the costs incident to the sale and issuance of the Bond. We also understand that the Issuer may issue bond anticipation notes (“Notes”) to fund project costs incurred prior to the issuance of the Bond.

As bond counsel, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Notes and the Bond, the source of payment and security for the Notes and the Bond, and the excludability of interest on the Notes and the Bond from gross income for federal income tax purposes, if applicable.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Notes and the Bond, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Notes and the Bond.
4. Review legal issues relating to the structure of the Notes and the Bond.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Notes or USDA, as applicable, and will be delivered by us on the dates that the Notes and the Bond are exchanged for their respective purchase prices (each, a “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Notes and the Bond. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and the Bond and their security.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Preparing requests for tax rulings from the Internal Revenue Service.
- b. Drafting state constitutional or legislative amendments.
- c. Pursuing test cases or other litigation (such as contested validation proceedings), except as set forth above.
- d. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Notes and the Bond.
- e. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries.
- f. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Notes and the Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes and the Bond).
- g. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bond. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

Our firm does not represent the USDA. However, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Notes or the Bond. As an example, it is possible that the financial institution that you select to purchase the Notes may be a client of the firm in unrelated matters. We do not believe representations of this type will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bond so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes or Bond. Execution of this letter will

signify the Issuer's consent to this representation and our representation of others consistent with the circumstances described in this paragraph.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes and the Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$7,500. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. We understand and agree that 80% of our fees will be paid at the Closing of the issuance of the Notes, with the balance being paid at the Closing of the issuance of the Bond. If no financing is consummated, we understand and agree that we will not be paid.

Lillian Blackshear and Nikkole Johnson (paralegal) will serve as the primary contacts for this engagement.

Unless we receive notification to the contrary, we will proceed with our representation as bond counsel and the preparation of necessary documentation.

We look forward to working with you.

Very truly yours,

BASS, BERRY & SIMS PLC

Accepted and Approved:

TOWN OF ASHLAND CITY, TENNESSEE

By: _____
Mayor

Name: _____
(Please Print)

Date: _____, 2020

cc: Jennifer Noe, Esq.
Counsel to the Issuer

28725017.1

ORDINANCE #

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

WHEREAS, the Mayor and Council appropriate \$36,378.40 out of the General Fund - fund balance to cover the following: \$10,000 for the cost of the purchase of shotguns for the Police Department as this purchase was not received by the end of the prior fiscal year; \$12,000 for the Police Department in order to allocate funds to pay the reserve officers; \$14,378.40 for COVID-19 prevention and treatment of the city owned facilities by BioPURE as follows: Recorder \$3,450, Police \$862.80, Fire \$4,890, Streets \$862.80, Senior Center \$3,450, Parks \$862.80; and

WHEREAS, the Mayor and Council appropriate the following monies out of the Enterprise Fund: \$488,000 additional projected revenues for the Community Development Block Grant; \$253,140 additional expenses for the Community Development Block Grant.

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

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

| <i>General Fund</i> | <u>Beginning Departmental Budget</u> | <u>Ending Departmental Budget</u> |
|-------------------------------|--|---|
| Recorder Office | \$6,482,650.00 | \$6,486,100.00 |
| Police | \$1,679,452.00 | \$1,702,314.80 |
| Fire | \$7,755,025.00 | \$7,759,915.00 |
| Streets | \$888,280.00 | \$889,142.80 |
| Senior Center | \$282,475.00 | \$285,925.00 |
| Parks | \$18,280,459.29 | \$18,281,322.09 |
| | | |
| <i>Enterprise Fund</i> | <u>Beginning Budget Anticipated Revenues</u> | <u>Ending Budget Anticipated Revenues</u> |
| Water and Sewer | \$19,965,490 | \$20,453,490 |
| | <u>Beginning Departmental Budget</u> | <u>Ending Departmental Budget</u> |
| Water and Sewer | \$6,482,650.00 | \$6,486,100.00 |

1st reading 8-11-2020
 Public Hearing _____
 2nd reading _____

 Mayor Steve Allen

 City Recorder Kellie Reed CMFO, CMC