

TOWN OF ASHLAND CITY Regularly Scheduled Workshop Meeting June 01, 2021 6:00 PM Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Gerald Greer, Roger Jackson, Chris Kerrigan, JT Smith

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. May 4, 2021 Workshop Meeting Minutes

REPORTS

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

OLD BUSINESS

- 10. Caldwell Park Discussion
- 11. Ordinance: Amend Title 18, Chapter 1 Section 18-107(1) Water and Sewer Rates
- 12. Ordinance: Adopting the Annual Budget and Tax Rate for the Fiscal Year 2021-2022
- 13. Landscape Ordinance
- 14. Ordinance: Budget Amendment
- 15. Ordinance: Rezone Request: 1807 Highway 12 South

NEW BUSINESS

- 16. Verizon Agreement
- 17. Child Protective Investigation Team Agreement
- 18. Franchise Agreement: CEMC
- 19. Ortex Carpenter Bee Agreement for Senior Center
- 20. Resolution: Updating the Wage and Salary Policy
- 21. Resolution: Water Write-offs

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

2. Request to bid fencing at the tennis courts.

23. Request to bid concrete work for playground at Fire Hall 2.

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 May 04, 2021 6:00 PM Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:21 p.m.

ROLL CALL

PRESENT
Mayor Steve Allen
Vice Mayor Daniel Anderson
Councilman Tim Adkins
Councilman Gerald Greer
Councilman Roger Jackson
Councilman Chris Kerrigan
Councilman JT Smith

APPROVAL OF AGENDA

Ms. Reed stated we have a request to add Verizon Agreement and Rezone Ordinance to the agenda. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the agenda with the change. All approved by voice vote.

APPROVAL OF MINUTES

April 6, 2021 Workshop Meeting Minutes
 A motion was made by Councilman Smith, seconded by Councilman Kerrigan, to approve the April 6, 2021 Workshop Meeting Minutes. All approved by voice vote.

REPORTS

- 2. Fire, Codes and IT Report
 - Chief Walker stated they have been extremely busy. Codes has a lot going on and there is a lot of interest in Ashland City. The Fire Department answered one hundred (100) calls last month and everything is out of City Hall except a ladder truck and an engine. IT will send out a report next week.
- 3. Police Department
 - Chief Ray reported answering nearly nine hundred (900) calls last month. He reported they are down two (2) police officers and in the process of taking applications.
- 4. Court Department
 - Ms. Justice-Kokoski stated they are busy having court every week and making it hard to stay caught up. She further stated they brought in fifty-two thousand dollars (\$52,000) during the month of April. Councilman Kerrigan questioned holding court at the Senior Center if there has been resolution. Ms. Justice-Kokoski responded everything is currently status quo.
- 5. Senior Center
 - Ms. Gena Batts stated the center is up and going especially after the vaccinations. She further report the Center served one hundred and sixty (160) people who were able to get their vaccinations on site. She stated they had this place packed today with Cinco de Mayo bingo and card players in attendance and the first day trip planned at the end of this month.
- 6. Parks Department
 - Mr. Scott Sampson reported last Saturday night they had a movie down at the park and the Parks Advisory Board would like to do two (2) more movies this year. Amanda Melton has applied for the dog park grant. He stated its the time of year to vote for Cheatham County favorites and he encouraged people to vote for their Ashland City favorites.

7. Public Utilities/Works

Mr. Biggers stated everything is going well. Further, they have installed the two inch (2") water tap at Caymas. The pumper truck went down and has been fixed. They have ordered a new culvert for the tennis court and the road will be shut down for about a day after it arrives for installation.

8. Financial Director

Ms. Gayle Bowman stated she emailed everyone the reports for financials and the only issue we have had in the past week was getting bills out. She further stated everyone has been helping with working on the budget.

9. City Recorder

Ms. Reed stated she has been working on insurance renewals and reminded everyone of the change in the council meeting dates.

OLD BUSINESS

10. Patchwork Festival Discussion

Mr. Scott Sampson stated he invited Della Smith was invited, but she couldn't make it tonight she will be here for council.

11. Ordinance: Update Title 8 Chapter 1: Alcoholic Beverages

Ms. Reed stated this is the updates to the code, but there are some questions in regard to residency requirements, distance, and limiting the number of locations. She asked if everyone would review the ordinance between now and the council meeting in order to give direction.

12. Ordinance: Budget Amendment

Ms. Reed stated this is the second and final reading on the budget amendment.

NEW BUSINESS

13. TCRS Rate Letter

Ms. Reed stated this is the annual agreement for TCRS and further they will be recommending to stay at our current rate of six point five (6.5%) percent in order to reduce liability.

14. Filming Release Agreement: Weird Candy Creative Group Inc.

Mr. Sampson stated this is an agreement for some filming that was done in the city limits and is more of housekeeping thing for them.

- 15. Memorandum of Understanding: U.S. Army Garrison, Fort Campbell, Kentucky Chief Ray stated this is an agreement we do every year with the Army that states if we use their base we will abide by their rules and regulations.
- 16. Ordinance: Amend Title 18, Chapter 1 Section 18-107(1) Water and Sewer Rates Ms. Reed stated this will be for the three percent (3%) water rate increase
- 17. Ordinance: Adopting the Annual Budget and Tax Rate for the Fiscal Year 2021-2022 Ms. Bowman reviewed the budget and questioned the changes in order to prepare the advertisement and ordinance for the council meeting. After much discussion council directed there to be no changes in the proposed budget and to move forward with cost of living increases of three percent (3%).
- 18. Landscape Ordinance
 - Mayor stated this is an item the Planning Commission has been working on and has recommended changes. He further stated he would like council to consider passing this at the council meeting.
- 19. Rezone Request: 1807 Highway 12 South- Chief Walker stated last night the Planning Commission heard a rezone request for this property. Further, it sits behind Station II. The Planning Commission voted not in favor for the rezone. The City Planner Rick Gregory did not recommend it because it could be considered spot zoning. This particular development they are wanting to do 45 town homes. Vice Mayor Anderson questioned the reason for denial from Planning Commission. Chief Walker stated he would get with Rick Gregory and see what he could come up with before the council meeting. Mr. Mike Stuart stepped forward with Ms. Amanda Bell and handed out the concept drawings for the lot and reviewed the plan with the council.

20. Verizon Contract: Chief Derek Noe stated about a year ago we moved from the state contract to the NASPO contract. The renegotiated the state contract this will save us about twenty five to

thirty (\$25-\$30) dollars a month and be able to replace phones. We would be a top priority during a disaster. We would lose that with the current contract.

SURPLUS PROPERTY NOMINATIONS

- 19. Police Department: Ballistic Vest
- 20. Police Department: 2008 Ford Crown Vic Chief Ray stated Public Works decided they want the car and the vest is where an officer went to Belle Meade so we would get a check from them at some point.

EXPENDITURE REQUESTS

21. Bank Rate Quotes

Ms. Bowman explained this is an annual requirement from the state to review bank rates and information. Further, she will make recommendation for any changes at the council meeting.

OTHER

ADJOUR	NMENT		
A motion	was made by Vice Mayor Anderson, see	conded by Council	man Smith, to adjourn the
meeting.	All approved by voice vote and the mee	eting adjourned at 7	7:01 p.m.

MAYOR STEVE ALLEN		CITY RECORD	DER KELLIE	REED, CM	IFO, CMC

ORDINANCE

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 MUNICPAL 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

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the following shall apply and be put into effect immediately upon proper passage of this ordinance and shall be billed each and every month of the calendar year, and that said rates are hereby adopted, fixed and establish hed as set forth in the following schedule to wit:

18-107. Water and sewer scheduled rates and charges.

(1) The charges and/or rates for water and sewer and/or water and sewer services provided and furnished by the Town of Ashland City, Tennessee, to its inhabitants, and to all users of such water and sewer services, for each and every calendar month of the year, are hereby adopted, fixed, and established as set forth in the following schedule, to-wit:

	WATER	R RATES	SEWER RATES
	Inside City Limits	Outside City Limits	ALL
Base Charge (minimum fee)	\$11.56	\$21.69	\$11.56
ALL RATES ARE PER 1,000 GALI	LONS		
First gallon used to last gallon	\$7.61	\$8.68	\$7.61

The water and sewer rates may be adjusted each budgeting cycle to meet the operational requirements including expenses and debt service obligations.

Flat Rate Sewer- Monthly	\$8.00
Non-refundable Application Fee-owner	\$50.00
Landlord Rental Property Fee (1 month	\$0 reconnection fee; pays billing and usage
allowance)	only
Non-refundable Application Fee-renter	\$100.00
Residential STEP fee- monthly	\$9.50
Commercial STEP fee- monthly	10% of combined water and sewer total
Returned check	Amount allowable by State Law
Reconnection Fee- inside city limits	\$50.00
Reconnection Fee- outside city limits	\$75.00
After Hours Reconnection Fee- inside city limits	\$75.00
After Hours Reconnection Fee- outside city	
limits	\$100.00

- Page 6 -

Industrial rates outside of the industrial park sewer system may be charged at the rate listed above but be charged on the number of gallons of sewer versus number of gallons of water if the industrial user installs a dedicated line to the plant with an appropriate manhole for testing of the sewer and approval of the line by the Town of Ashland City.

BE IT FURTHER ORDAINED, this Ordinance public welfare requiring it.	shall take effect July 1, 2020 after its final passage, the
1st reading May 25, 2021 Public hearing 2nd reading	
Mayor Steve Allen	City Recorder Kellie Reed, CMFO, CMC

- Page 7 - | ITEM # 11.

ORDINANCE No.

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, 2021 AND ENDING JUNE 30, 2022

- WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and
- WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and
- WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2022, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

]	Estimated	
GENERAL FUND	Actual		Actual	Budget
	FY 2020		FY 2021	FY 2022
Revenues				
Local Taxes	\$ 4,896,510	\$	4,799,286	\$ 4,307,600
Licenses And Permits	105,046		96,868	58,000
Intergovernmental	639,368		887,588	3,593,705
Charges For Services	3,839		24,232	20,000
Fines And Forfeitures	380,206		215,331	300,000
Other Revenue Sources	520,956		1,674,501	10,484,000
Total Revenues and Other Financing Sources	\$ 6,545,925	\$	7,697,806	\$18,763,305
Appropriations				
Expenditures				
Finance	\$ 1,311,546	\$	852,203	\$ 6,132,095
City Court	245,903		257,617	342,295
Police Department	1,308,915		1,634,633	2,040,445
Fire Department	1,662,613		2,939,897	6,957,074
Streets	552,342		765,565	870,645
Senior Center	230,610		277,749	364,945
Parks and Recreation	417,770		526,902	834,026
Codes				256,695
Technology	171,424		139,895	273,700
Total Appropriations	\$ 5,901,123	\$	7,394,461	\$18,071,920
Change in Fund Balance (Revenues - Appropriations)	644,802		303,345	691,385
Beginning Fund Balance July 1	6,570,008		7,214,810	7,518,155
Ending Fund Balance June 30	\$ 7,214,810	\$	7,518,155	\$ 8,209,540
Ending Fund Balance as a % of Total Appropriations	122.3%		101.7%	45.4%

STATE STREET AID FUND	Actual FY 2020		Estimated Actual FY 2021	Budget FY 2022
Revenues				
State Gas and Motor Fuel Taxes	\$ 185,267	\$	177,918	\$ 190,800
Interest	620		163	-
Total Revenues and Other Fiancing Sources	\$ 185,887	\$	178,081	\$ 190,800
Appropriations				
Public Works Department	\$ 7	\$	1	\$ 190,000
Total Appropriations	\$ 7	\$	1	\$ 190,000
Change in Fund Balance (Revenues - Appropriations)	185,880		178,080	800
Beginning Fund Balance July 1	403,760		589,640	767,720
Ending Fund Balance June 30	\$ 589,640	\$	767,720	\$ 768,520
Ending Fund Balance as a % of TotalAppropriations	8423428.6%	7	6772000.0%	404.5%

				-44-1			
			Estimated Actual			D 1	
DRUG FUND		Actual				Budget	
		FY 2020		FY 2021]	FY 2022	
Revenues							
Fines And Forfeitures	\$	2,450	\$	6,761	\$	5,000	
Other			\$	976			
Interest Earnings		5		5		2	
Total Revenues and Other Financing Sources	\$	2,455	\$	7,742	\$	5,002	
Appropriations							
Drug Enforcement	\$	981	\$	42	\$	1,000	
Total Appropriations	_	981	\$	42	\$	1,000	
	Ψ	1,474	Ψ	7,700	Ψ	4,002	
Change in Fund Balance (Revenues - Appropriations)		-					
Beginning Fund Balance July 1	•	56,645		58,119	_	65,819	
Ending Fund Balance June 30	\$	58,119	8	65,819	\$	69,821	
Ending Fund Balance as a % of Appropriations		5924.5%		156711.7%		6982.1%	
				Estimated			
WATER and SEWER FUND		Actual	l	Actual		Budget	
		FY 202	0	FY 2021		FY 2022	
Operating Revenues					م ا	1 000 500	
Water Sales		\$ 1,650,8		\$ 1,638,364		1,802,500	
Sewer Fees		1,112,0		1,085,056		1,207,100	
Tap Fees Connection Fees		204,8		768,925	- 1	200,000	
Miscellaneous Other Fees		136,0		22,470 149,270		24,000 143,500	
Other Revenue Sources		53,0 250,0		149,270		16,599,000	
Interest		34,4		3,047	- 1	20,000	
Grant Proceeds		54,-	115	5,047		1,130,681	
Total Operating Revenues		\$ 3 443 (082	\$ 3,667,132	\$	21,126,781	
Total operating revenues		Ψ 5,115,		ψ 5,007,132	<u> </u>	21,120,701	
Operating Expenses							
Water & Sewer Department		\$ 2,367,7	743	\$ 2,302,657	\$	20,942,395	
Other			-	-		-	
Depreciation			-	-	\perp	-	
Total Operating Expenses		\$ 2,367,7	743	\$ 2,302,657	\$	20,942,395	
Operating Income (Loss)		\$ 1,075,3	339	\$ 1,364,475	\$	184,386	
Name and the Barrers (Farmers)							
Nonoperating Revenues (Expenses) Revenue: Investment Income		\$			۱۰		
Grants - Operating		3	-	3 -	1	-	
Other Income			_	_		-	
Expense: Debt Service - Interest Expense		(231,4	102)	(60,019	0	(57,200)	
Debt Service - Principal Expense		(132,0				(100,000)	
Total Nonoperating Revenue (Expenses)		\$ (363,4			_		
((-12)		(,	, ,	(===,===)	
Income (Loss) Before Capital Contributions and Transfers		\$ 711,9	937	\$ 1,204,456	\$	27,186	
Change in Net Position		\$ 711,9	937	\$ 1,204,456	\$	27,186	
Beginning Net Position July 1		2,096,7	750	2,808,687		4,013,143	
Ending Net Position June 30				\$ 4,013,143		4,040,329	
		– 2,000,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

SECTION 2: At the end of the fiscal year 2021, the governing body estimates fund balances or deficits as follows:

▼ Fund	Estimated Fund Balance/Net Position at June 30, 2021			
General Fund	\$	7,518,155		
State Street Street Aid Fund		767,720		
Drug Fund		65,819		
Water & Sewer Fund		4,013,143		

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

		Principal			FY2022	FY2022		
Bonded or Other Indebtedness	Debt Authorized	Outstanding at June 30, 2021			Principal	Interest Payment		
	and Unissued				Payment			
Bonds -								
USDA RUS Loan - Fire Truck 2020 2.125%		\$	866,130	\$	52,018	\$	17,906	
Water and Sewer Revenue and Tax Bonds Series 2012A .55-3.5%		\$	1,960,000	\$	100,000	\$	57,188	
The following have not bem	n finalized. This is a	curre	ent estimate.					
Loan Agreements								
Fire Hall & City Hall Construction Projects	10000000						200000	
Sewer Treatment Plant Loan	17000000						280525	

SECTION 4: During the coming fiscal year (2022) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects		Pending Capital Projects - Total Expense		Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves		Pending Capital Projects Expense		
Construction of New City Hall Building Construction of New Fire Station I Purchase of Police Vehicles & Equipment Construction of Sewer Treatment Plant Building Replacing all Sewer Lift Stations New Roof over Public Works & Police New Radars Replace SCBA Air Bottles Tractor/Mower	\$ \$ \$ \$ \$ \$ \$	5,000,000.00 5,000,000.00 216,000.00 17,000,000.00 319,000.00 200,000.00 29,000.00 30,000.00 120,000.00	\$ \$ \$ \$ \$ \$	216,000.00 319,000.00 200,000.00 29,000.00 30,000.00 120,000.00	\$ \$	5,000,000.00 5,000,000.00 17,000,000.00		
Fire Station 2 Playground Concrete Tennis Court Fencing Christmas Decorations Parks - ceiling fans, rubber mulch, benches etc. Public Works Truck Caldwell to Dyer Water Line Caldwell Tank	\$ \$ \$ \$ \$ \$	20,000.00 20,000.00 6,000.00 13,600.00 50,000.00 100,000.00 150,000.00	\$ \$ \$ \$ \$ \$ \$	20,000.00 20,000.00 6,000.00 13,600.00 50,000.00 100,000.00 150,000.00				

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Expense Financed by Estimated	Proposed Future Capital Projects Expense Financed by Debt Proceeds	
Senior Center Building Fund	\$ 25,000.00	\$ 25,000.00	\$ -	

- SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.
- SECTION 6: The Financial Director is hereby granted the authority to transfer monies from one appropriation to another in the same fund, subject to such limitations and procedures as set by Mayor and City Council pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.
- SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.
- SECTION 8: There is hereby levied a property tax of \$0.53 per \$100 of assessed value on all real and personal property.
- SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.
- SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.
- SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2021, the public welfare requiring it.

Passed 1st Reading:	
Passed 2 nd Reading:	
ATTESTED:	Mayor Steve Allen
City Recorder Kellie Reed	



Ashland City, TN

Budget Worksheet

Account Summary

		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets - 2021-2022 Department	
Fund: 110 - GENERAL FUND									
RevCategory: 31000 - LOC									
110-31100	PROPERTY TAXES (CURRENT)	0.00	0.00	0.00	0.00	0.00	0.00	897,000.00	
110-31211	PROPERTY TAX DELINQUENT - 1S	0.00	0.00	0.00	0.00	0.00	0.00	800.00	
110-31219	PROPERTY TAX DELINQUENT - O	0.00	0.00	0.00	0.00	0.00	0.00	800.00	
110-31300	INT, PENALTY, AND COURT COST	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
110-31610	LOCAL SALES TAX - CO. TRUSTEE	0.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00	
110-31611	LOCAL SALES TAX - REFERENDUM	0.00	0.00	0.00	0.00	0.00	0.00	900,000.00	
110-31710	WHOLESALE BEER TAX	0.00	0.00	0.00	0.00	0.00	0.00	225,000.00	
110-31720	WHOLESALE LIQUOR TAX	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	
<u>110-31800</u>	BUSINESS TAXES	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	
<u>110-31911</u>	NATURAL GAS FRANCHISE TAX	0.00	0.00	0.00	0.00	0.00	0.00	60,000.00	
110-31912	CABLE TV FRANCHISE TAX	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00	
110-31920	HOTEL/MOTEL TAX	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	
	RevCategory: 31000 - LOCAL TAXES Total:	0.00	0.00	0.00	0.00	0.00	0.00	4,307,600.00	
RevCategory: 32000 - LICE	ENSES AND PERMITS								
110-32000	LICENSES AND PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-32210	BEER LICENSES	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-32610	BUILDING PERMITS/INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00	55,000.00	
	gory: 32000 - LICENSES AND PERMITS Total:	0.00	0.00	0.00	0.00	0.00	0.00	58,000.00	
RevCategory: 33000 - INT	ERGOVERNMENTAL REVENUE								
110-33100	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	1,506,800.00	
110-33193	FEDERAL GRANT NO3 gnrc	0.00	0.00	0.00	0.00	0.00	0.00	23,750.00	
110-33195	AFG GRANT FD SCBA(BREATHING	0.00	0.00	0.00	0.00	0.00	0.00	193,910.00	
110-33400	STATE GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	67,155.00	
<u>110-33401</u>	STATE GRANTS ANTICIPATED	0.00	0.00	0.00	0.00	0.00	0.00	948,060.00	
110-33430	SAFER GRANT FEMA - FD	0.00	0.00	0.00	0.00	0.00	0.00	42,800.00	

Duuget Works									c.iou Liiuiig. 00, 00, 1011
						2024 2022		Defined Budgets	
		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	2021-2022 Department	
			,		,		,		
110-33487	CUMBERLAND RIVER BICENTENN	0.00	0.00	0.00	0.00	0.00	0.00	138,480.00	
110-33490	SR CIT CTR-GNRD STATE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	12,550.00	
110-33491	GNRC CHOICE FOOD PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	4,800.00	
110-33510	STATE SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00	533,100.00	
110-33520	STATE INCOME TAX	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
110-33521	TELECOM SALES CITY	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-33530	STATE BEER TAX	0.00	0.00	0.00	0.00	0.00	0.00	2,700.00	
110-33540	STATE ALCOHOLIC BEVERAGE TAX	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
110-33552	STATE-CITY STREETS AND TRANS	0.00	0.00	0.00	0.00	0.00	0.00	10,500.00	
110-33591	GROSS RECEIPTS - TVA	0.00	0.00	0.00	0.00	0.00	0.00	62,800.00	
110-33593	CORPORATE EXCISE TAX	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
110-33595	SPORTS BETTING REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	5,300.00	
RevO	Category: 33000 - INTERGOVERNMENTAL REVENUE Total:	0.00	0.00	0.00	0.00	0.00	0.00	3,593,705.00	
RevCategory	y: 34000 - CHARGES FOR SERVICES								
110-34210	SPECIAL POLICE SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-34780	MUSIC ON MAIN	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
110-34790	PARKS ADVISORY BOARD	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-34902	ELECTRONIC CITATIONS	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-34911	TRAFFIC SCHOOL FEES	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
	RevCategory: 34000 - CHARGES FOR SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
RevCategory	y: 35000 - FINES, FORFEITS, AND PENALTIES								
110-35110	CITY COURT FINES AND COSTS	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00	
RevO	Category: 35000 - FINES, FORFEITS, AND PENALTIES Total:	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00	
RevCategory	y: 36000 - OTHER REVENUE								
110-36000	OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	
110-36100	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	
110-36400	SUMMERFEST	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
110-36420	PARK REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-36425	FARMERS MARKET	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-36710	CONTRI AND DONATIONS FIRE A	0.00	0.00	0.00	0.00	0.00	0.00	360,000.00	
110-36733	DONATIONS FOR ACPD	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	

		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2021-2022 Department	
		rotal buuget	Total Activity	Total Buuget	Total Activity	Total buuget	TID Activity	Department	
10-36900	OTHER REVENUE SOURCE	0.00	0.00	0.00	0.00	0.00	0.00	10,000,000.00	
	RevCategory: 36000 - OTHER REVENUE Total:	0.00	0.00	0.00	0.00	0.00	0.00	10,484,000.00	
Department: 41210 - (
.0-41210-110	PERSONNEL SERVICES SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	202,950.00	
0-41210-110	SALARIES SALARIES-OVERTIME								
		0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	
0-41210-132	BONUS PAY	0.00	0.00	0.00	0.00	0.00	0.00	4,175.00	
0-41210-141	OASI (EMPLOYER'S SHARE)	0.00	0.00	0.00	0.00	0.00	0.00	16,675.00	
0-41210-142	HOSPITAL AND HEALTH INSURA	0.00	0.00	0.00	0.00	0.00	0.00	29,175.00	
0-41210-143	RETIREMENT - CURRENT	0.00	0.00	0.00	0.00	0.00	0.00	10,525.00	
0-41210-146	WORKMEN'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	400.00	
<u>)-41210-148</u>	EDUCATION AND TRAINING ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00 0.00	0.00	0.00 0.00	0.00 0.00	0.00	2,500.00 267,600.00	
FynCategory: 200 -	OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	207,000.00	
)-41210-211	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
-41210-211 -41210-241	ELECTRICITY	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	
)-41210-241)-41210-242	WATER	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
)-41210-24 <u>2</u>)-41210-244	UTILITY - GAS	0.00	0.00	0.00	0.00	0.00	0.00	700.00	
	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	3,700.00	
<u>)-41210-245</u>								•	
)-41210-248	INTERNET & CABLE	0.00	0.00	0.00	0.00	0.00	0.00	600.00	
0-41210-259	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
0-41210-260	REPAIR & MAINTENANCE BUILDI	0.00	0.00	0.00	0.00	0.00	0.00	900.00	
0-41210-295	DUMPSTER SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	1,320.00	
0-41210-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
<u>0-41210-310</u>	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	
0-41210-328	TRAFFIC SCHOOL MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
0-41210-510	PROPERTY & LIABILITY INSURAN	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
<u>0-41210-794</u>	PROBATION PAY SUPPLEMENT	0.00	0.00	0.00	0.00	0.00	0.00	33,475.00	
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	57,695.00	
ExpCategory: 900 -		2.25	2.25	2.25	2.25	2.25	2.5-	45 000 00	
.0-41210-900	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	

S .									r criou ziiuiigi
		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets — 2021-2022 Department	
		Total Buuget	Total Activity	Total Buuget	Total Activity	Total budget	TID Activity	Department	
10-41210-944	LEASE OR PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
	ExpCategory: 900 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	0.00	0.00	0.00	17,000.00	
	Department: 41210 - CITY COURT Total:	0.00	0.00	0.00	0.00	0.00	0.00	342,295.00	
Department: 41510 - F ExpCategory: 100 - F	FINANCE PERSONNEL SERVICES								
10-41510-110	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	451,800.00	
10-41510-112	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
10-41510-132	BONUS PAY	0.00	0.00	0.00	0.00	0.00	0.00	3,025.00	
10-41510-141	OASI (EMPLOYER'S SHARE)	0.00	0.00	0.00	0.00	0.00	0.00	36,800.00	
<u>10-41510-142</u>	HOSPITAL AND HEALTH INSURA	0.00	0.00	0.00	0.00	0.00	0.00	64,700.00	
0-41510-143	RETIREMENT - CURRENT	0.00	0.00	0.00	0.00	0.00	0.00	24,600.00	
0-41510-146	WORKMEN'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
0-41510-148	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
	ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	597,925.00	
ExpCategory: 200 - 0	OPERATING EXPENSES								
<u>-41510-211</u>	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
<u>-41510-212</u>	FREIGHT & SHIPPING	0.00	0.00	0.00	0.00	0.00	0.00	300.00	
<u>-41510-230</u>	PUBLICITY, SUBSCRIPTIONS, AND	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
<u>-41510-235</u>	MAYOR PUBLIC RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
<u>-41510-236</u>	PUBLIC RELATIONS - WELCOME K	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
<u>0-41510-241</u>	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	
0-41510-242	WATER	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
0-41510-244	UTILITY - GAS	0.00	0.00	0.00	0.00	0.00	0.00	700.00	
0-41510-245	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	5,600.00	
0-41510-248	INTERNET AND CABLE	0.00	0.00	0.00	0.00	0.00	0.00	600.00	
0-41510-252	LEGAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	65,000.00	
-41510-258	ACCOUNTING SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	
)-41510-26 <u>0</u>	REPAIR AND MAINTENANC-BLDG	0.00	0.00	0.00	0.00	0.00	0.00	900.00	
0-41510-269	ADA TRANSITIONAL PLAN - REPA	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	
10-41510-289	OTHER TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
10-41510-295	Dumpster Service	0.00	0.00	0.00	0.00	0.00	0.00	1,320.00	

-		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2021-2022 Department	
110-41510-298	ELECTION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	7,000.00	
110-41510-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
110-41510-310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
110-41510-331	GAS, DIESEL (FUEL ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
110-41510-510	PROPERTY & LIABILITY INSURAN	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
<u>110-41510-631</u>	INTEREST ON BONDED DEBT	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	
110-41510-717	MATCH FOR FRIENDS OF LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	
110-41510-721	CONTRIBUTION LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	12,500.00	
110-41510-727	CONTRIBUTION-CHAMBER OF C	0.00	0.00	0.00	0.00	0.00	0.00	750.00	
110-41510-795	CHEATHAM COUNTY PORT AUT	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	412,170.00	
ExpCategory: 600	- DEBT Service								
<u>110-41510-640</u>	Interest on Construction Loan ExpCategory: 600 - DEBT Service Total:	0.00	0.00 0.00	0.00	0.00 0.00	0.00	0.00 0.00	100,000.00 100,000.00	
EvnCatogony 900	- CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	
110-41510-900	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	5,015,000.00	
110-41510-941	SURPLUS	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
110-41510-944	LEASE OR PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-41310-544	ExpCategory: 900 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	0.00	0.00	0.00	5,022,000.00	
	Department: 41510 - FINANCE Total:	0.00	0.00	0.00	0.00	0.00	0.00	6,132,095.00	
Department: 41640 ExpCategory: 100	- TECHNOLOGY - PERSONNEL SERVICES								
110-41640-110	Salaries	0.00	0.00	0.00	0.00	0.00	0.00	63,600.00	
110-41640-112	Overtime	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	
110-41640-141	OASI	0.00	0.00	0.00	0.00	0.00	0.00	5,300.00	
110-41640-142	Hospital Insurance	0.00	0.00	0.00	0.00	0.00	0.00	9,500.00	
110-41640-143	Retirement	0.00	0.00	0.00	0.00	0.00	0.00	4,300.00	
110-41640-146	Worker's Compensation	0.00	0.00	0.00	0.00	0.00	0.00	100.00	
110-41640-148	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
	ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	88,300.00	
ExpCategory: 200	- OPERATING EXPENSES								
110-41640-230	Publicity, Subscriptions, and Dues	0.00	0.00	0.00	0.00	0.00	0.00	99,000.00	

Budget Worksheet									couug. 00, 00, _0
								Defined Budgets	
		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	2021-2022 Department	
		Total Duuget	Total Activity	Total Dauget	Total Activity	Total buuget	11D Activity	Department	
<u>110-41640-245</u>	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	900.00	
110-41640-256	Consultant's Services	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
110-41640-289	OTHER TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-41640-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-41640-310	Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	
110-41640-320	OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
110-41640-330	Lease Purchase Agreement	0.00	0.00	0.00	0.00	0.00	0.00	55,000.00	
110-41640-510	PROPERTY & LIABILITY INSURAN	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	185,400.00	
	Department: 41640 - TECHNOLOGY Total:	0.00	0.00	0.00	0.00	0.00	0.00	273,700.00	
Department: 41710	- CODES ADMINISTRATION								
ExpCategory: 100) - PERSONNEL SERVICES								
<u>110-41710-110</u>	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	117,900.00	
110-41710-112	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	
110-41710-132	BONUS PAY	0.00	0.00	0.00	0.00	0.00	0.00	600.00	
110-41710-141	OASI (EMPLOYER'S SHARE)	0.00	0.00	0.00	0.00	0.00	0.00	9,800.00	
110-41710-142	HOSPITAL AND HEALTH INSURA	0.00	0.00	0.00	0.00	0.00	0.00	19,000.00	
110-41710-143	RETIREMENT - CURRENT	0.00	0.00	0.00	0.00	0.00	0.00	7,975.00	
110-41710-146	WORKMEN'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	
110-41710-148	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
	ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	166,275.00	
ExpCategory: 200) - OPERATING EXPENSES								
110-41710-211	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-41710-212	FREIGHT & SHIPPING	0.00	0.00	0.00	0.00	0.00	0.00	300.00	
110-41710-230	PUBLICITY, SUBSCRIPTIONS, AND	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	
110-41710-241	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	
110-41710-242	WATER	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
110-41710-244	UTILITY - GAS	0.00	0.00	0.00	0.00	0.00	0.00	700.00	
110-41710-245	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	1,475.00	
110-41710-248	Internet and Cable	0.00	0.00	0.00	0.00	0.00	0.00	525.00	
110-41710-254	ENGINEER EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	

		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2021-2022 Department	
110-41710-256	CONSULTANT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
110-41710-260	REPAIR/MAINTENANCE BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	900.00	
110-41710-261	REPAIR AND MAINTENANCE MO	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-41710-289	OTHER TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	
110-41710-295	DUMPSTER SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	1,320.00	
110-41710-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
110-41710-310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
110-41710-326	CLOTHING AND UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
110-41710-331	GAS, DIESEL (FUEL ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
110-41710-510	PROPERTY & LIABILITY INSURAN	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-41710-791	JECD	0.00	0.00	0.00	0.00	0.00	0.00	10,500.00	
110-41710-792	GIS SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00	5,500.00	
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	78,420.00	
ExpCategory: 900 -	CAPITAL OUTLAY								
<u>110-41710-939</u>	DEMOLITIONS	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
<u>110-41710-944</u>	LEASE OR PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
D	ExpCategory: 900 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	
·	partment: 41710 - CODES ADMINISTRATION Total:	0.00	0.00	0.00	0.00	0.00	0.00	256,695.00	
Department: 42100 - ExpCategory: 100 -	PERSONNEL SERVICES								
110-42100-110	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	972,500.00	
110-42100-112	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00	
110-42100-120	RESERVE WAGES	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	
110-42100-132	BONUS PAY	0.00	0.00	0.00	0.00	0.00	0.00	19,200.00	
110-42100-141	OASI (EMPLOYER'S SHARE)	0.00	0.00	0.00	0.00	0.00	0.00	82,550.00	
110-42100-142	HOSPITAL AND HEALTH INSURA	0.00	0.00	0.00	0.00	0.00	0.00	190,000.00	
110-42100-143	RETIREMENT - CURRENT	0.00	0.00	0.00	0.00	0.00	0.00	67,075.00	
110-42100-146	WORKMEN'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	35,000.00	
110-42100-148	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	14,000.00	
	ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,432,325.00	
ExpCategory: 200 -	OPERATING EXPENSES								
110-42100-210	COMMUNICATION	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	

		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets - 2021-2022 Department	
<u>10-42100-212</u>	FREIGHT AND SHIPPING	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
10-42100-230	PUBLICITY, SUBSCRIPTIONS, AND	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	
10-42100-241	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
10-42100-242	WATER	0.00	0.00	0.00	0.00	0.00	0.00	950.00	
<u>10-42100-244</u>	UTILITY - GAS	0.00	0.00	0.00	0.00	0.00	0.00	4,250.00	
10-42100-245	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	23,000.00	
0-42100-248	INTERNET AND CABLE	0.00	0.00	0.00	0.00	0.00	0.00	600.00	
0-42100-256	CONSULTANT'S SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
<u>.0-42100-260</u>	REPAIR AND MAINTENANC-BLDG	0.00	0.00	0.00	0.00	0.00	0.00	16,000.00	
0-42100-261	REPAIR AND MAINTENANCE MO	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
0-42100-269	OTHER REPAIR AND MAINTENA	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
0-42100-289	OTHER TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00	
0-42100-295	Dumpster Service	0.00	0.00	0.00	0.00	0.00	0.00	1,320.00	
0-42100-296	NCIC	0.00	0.00	0.00	0.00	0.00	0.00	7,000.00	
0-42100-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	
0-42100-310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	6,500.00	
0-42100-320	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
0-42100-326	CLOTHING AND UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	21,000.00	
0-42100-327	FIRE ARM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00	
0-42100-331	GAS, DIESEL (FUEL ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	
<u>.0-42100-510</u>	PROPERTY & LIABILITY INSURAN	0.00	0.00	0.00	0.00	0.00	0.00	55,000.00	
•	egory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	263,120.00	
ExpCategory: 900 - CAPITAL									
<u>0-42100-900</u>	CAPITAL OUTLAY	0.00	0.00	0.00	0.00 0.00	0.00	0.00	345,000.00	
EX	(pCategory: 900 - CAPITAL OUTLAY Total: Department: 42100 - POLICE Total:	0.00	0.00	0.00	0.00	0.00	0.00	345,000.00	
Department: 42200 - FIRE PRO ExpCategory: 100 - PERSONN	TECTION AND CONTROL	0.00	0.00	0.00	0.00	0.00	0.00	2,040,445.00	
<u>10-42200-110</u>	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	789,700.00	
0-42200-112	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	28,500.00	
.0-42200-120	WAGES	0.00	0.00	0.00	0.00	0.00	0.00	207,100.00	

baaget Worksheet), 1 150an 2022 20.	1 chou zhamg. 00/00/2022
						2024 2022		Defined Budgets	
		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	2021-2022 Department	
		J	,	· ·	,	J	•	·	
110-42200-132	BONUS PAY	0.00	0.00	0.00	0.00	0.00	0.00	12,700.00	
110-42200-141	OASI (EMPLOYER'S SHARE)	0.00	0.00	0.00	0.00	0.00	0.00	83,050.00	
110-42200-142	HOSPITAL AND HEALTH INSURA	0.00	0.00	0.00	0.00	0.00	0.00	114,000.00	
110-42200-143	RETIREMENT - CURRENT	0.00	0.00	0.00	0.00	0.00	0.00	47,525.00	
110-42200-146	WORKMEN'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	
110-42200-148	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	
110-42200-162	VOLUNTEER FIREMEN	0.00	0.00	0.00	0.00	0.00	0.00	34,000.00	
	ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,366,575.00	
ExpCategory: 200 -	OPERATING EXPENSES								
<u>110-42200-210</u>	COMMUNICATION	0.00	0.00	0.00	0.00	0.00	0.00	9,000.00	
<u>110-42200-211</u>	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-42200-212	FREIGHT & SHIPPING	0.00	0.00	0.00	0.00	0.00	0.00	1,600.00	
<u>110-42200-219</u>	Fire Prevention/Public Ed	0.00	0.00	0.00	0.00	0.00	0.00	10,500.00	
<u>110-42200-230</u>	PUBLICITY/SUBSCRIPTION/DUES	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
<u>110-42200-241</u>	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
110-42200-242	WATER	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
110-42200-244	UTILITY - GAS	0.00	0.00	0.00	0.00	0.00	0.00	6,500.00	
110-42200-245	Telephone	0.00	0.00	0.00	0.00	0.00	0.00	16,000.00	
110-42200-248	INTERNET AND CABLE	0.00	0.00	0.00	0.00	0.00	0.00	1,550.00	
110-42200-254	ENGINEER EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	9,000.00	
<u>110-42200-256</u>	CONSULTANTS SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	8,500.00	
110-42200-260	REPAIR AND MAINTENANC-BLDG	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
<u>110-42200-261</u>	REPAIR AND MAINTENANCE MO	0.00	0.00	0.00	0.00	0.00	0.00	43,000.00	
<u>110-42200-265</u>	Repair and Maintenance Training	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
110-42200-269	OTHER REPAIR AND MAINTENA	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
110-42200-289	OTHER TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	7,000.00	
110-42200-295	DUMPSTER SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	
110-42200-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-42200-310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-42200-320	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	34,000.00	
110-42200-326	CLOTHING AND UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	

MA 6

-		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2021-2022 Department	
110-42200-329	PERSONAL PROTECTIVE GEAR	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
110-42200-331	GAS, DIESEL (FUEL ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	
110-42200-510	PROPERTY & LIABILITY INSURAN	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	
110-42200-720	Donation - Firefighters Fund	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00	
110-42200-793	SAFER GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	42,800.00	
110-42200-796	FEMA - COVID - 19 ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	12,625.00 390,575.00	
ExpCategory: 600		0.00	0.00	0.00	0.00	0.00	0.00	390,373.00	
110-42200-610	BOND DEBT - FIRETRUCK	0.00	0.00	0.00	0.00	0.00	0.00	52,018.00	
110-42200-630	Interest on Bond Debt - Fire Truck	0.00	0.00	0.00	0.00	0.00	0.00	17,906.00	
110-42200-640	Interest on Construction Loan	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	
	ExpCategory: 600 - DEBT Service Total:	0.00	0.00	0.00	0.00	0.00	0.00	169,924.00	
ExpCategory: 900	- CAPITAL OUTLAY								
110-42200-900	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	5,030,000.00	
	ExpCategory: 900 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	0.00	0.00	0.00	5,030,000.00	
Departme	ent: 42200 - FIRE PROTECTION AND CONTROL Total:	0.00	0.00	0.00	0.00	0.00	0.00	6,957,074.00	
•	- HIGHWAYS AND STREETS - PERSONNEL SERVICES								
110-43100-110	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	289,200.00	
110-43100-112	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
110-43100-132	BONUS PAY	0.00	0.00	0.00	0.00	0.00	0.00	6,300.00	
110-43100-141	OASI	0.00	0.00	0.00	0.00	0.00	0.00	24,450.00	
110-43100-142	HOSPITAL AND HEALTH INSURA	0.00	0.00	0.00	0.00	0.00	0.00	56,050.00	
110-43100-143	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	19,875.00	
110-43100-146	WORKERS COMP.	0.00	0.00	0.00	0.00	0.00	0.00	16,000.00	
110-43100-148	EDUCATION/TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	
	ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	424,375.00	
	O - OPERATING EXPENSES								
110-43100-212	FREIGHT/SHIPPING	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	
110-43100-230	PUBLICITY/SUBSCRIPTION/DUES	0.00	0.00	0.00	0.00	0.00	0.00	600.00	
110-43100-241	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	
110-43100-242	WATER	0.00	0.00	0.00	0.00	0.00	0.00	500.00	

zaaget tremen								Defined Budgets	
						2021-2022	2021-2022	2021-2022	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	Department	
110-43100-244	UTILITY - GAS	0.00	0.00	0.00	0.00	0.00	0.00	700.00	
110-43100-245	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	850.00	
110-43100-247	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	90,000.00	
110-43100-248	Internet and Cable	0.00	0.00	0.00	0.00	0.00	0.00	600.00	
110-43100-254	ENGINEER EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
110-43100-260	REPAIR/MAINTENANCE BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
110-43100-261	REPAIR/MAINTENANCE VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00	14,000.00	
110-43100-262	REPAIR/MAINTENANCE MECH.	0.00	0.00	0.00	0.00	0.00	0.00	11,700.00	
110-43100-264	REPAIR/MAINTENANCE TRAFFIC	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
110-43100-268	ROAD/BRIDGE REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	
110-43100-295	DUMPSTER SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	1,320.00	
110-43100-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00	
110-43100-310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-43100-320	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	12,500.00	
110-43100-321	AGRICULTURE AND HORTICULTU	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
110-43100-326	CLOTHING AND UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	7,300.00	
110-43100-331	GAS, DIESEL (FUEL ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	19,600.00	
110-43100-342	SIGN PARTS AND SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	5,500.00	
110-43100-423	GUARD RAILS AND POSTS	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-43100-426	CULVERTS	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
110-43100-451	CRUSHED STONE	0.00	0.00	0.00	0.00	0.00	0.00	14,000.00	
110-43100-454	SALT	0.00	0.00	0.00	0.00	0.00	0.00	9,000.00	
110-43100-510	PROPERTY & LIABILITY INSURAN	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	309,670.00	
ExpCategory:	900 - CAPITAL OUTLAY								
110-43100-900	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	135,000.00	
110-43100-944	LEASE OR PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	1,600.00	
	ExpCategory: 900 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	0.00	0.00	0.00	136,600.00	
	Department: 43100 - HIGHWAYS AND STREETS Total:	0.00	0.00	0.00	0.00	0.00	0.00	870,645.00	

		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2021-2022 Department	
•	- SENIOR CITIZEN ACTIVITIES - PERSONNEL SERVICES								
110-44310-110	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	179,000.00	
110-44310-112	SALARIES -OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-44310-132	BONUS PAY	0.00	0.00	0.00	0.00	0.00	0.00	1,700.00	
110-44310-141	OASI (EMPLOYER'S SHARE)	0.00	0.00	0.00	0.00	0.00	0.00	14,550.00	
110-44310-142	HOSPITAL AND HEALTH INSURA	0.00	0.00	0.00	0.00	0.00	0.00	19,000.00	
110-44310-143	RETIREMENT - CURRENT	0.00	0.00	0.00	0.00	0.00	0.00	6,950.00	
110-44310-146	WORKMEN'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	
110-44310-148	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	
	ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	224,900.00	
ExpCategory: 200	- OPERATING EXPENSES								
110-44310-211	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	200.00	
110-44310-230	PUBLICITY, SUBSCRIPTIONS, AND	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	
110-44310-241	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	14,000.00	
110-44310-242	WATER	0.00	0.00	0.00	0.00	0.00	0.00	2,600.00	
110-44310-244	UTILITY - GAS	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	
110-44310-245	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
110-44310-248	INTERNET AND CABLE	0.00	0.00	0.00	0.00	0.00	0.00	2,300.00	
110-44310-259	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	12,200.00	
110-44310-260	REPAIR AND MAINTENANC-BLDG	0.00	0.00	0.00	0.00	0.00	0.00	14,370.00	
110-44310-283	OUT-OF-TOWN EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
110-44310-289	OTHER TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	8,500.00	
110-44310-295	DUMPSTER SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	1,800.00	
110-44310-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	5,900.00	
110-44310-310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	
110-44310-326	CLOTHING	0.00	0.00	0.00	0.00	0.00	0.00	250.00	
110-44310-510	PROPERTY & LIABILITY INSURAN	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
110-44310-723	MID CUMBERLAND HUMAN RES	0.00	0.00	0.00	0.00	0.00	0.00	7,250.00	
110-44310-729	MEALS ON WHEELS	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00	
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	89,570.00	

ExpCategory: 770 - 110-44310-771 ExpCategory: 900 - 110-44310-900	GNRC Choice Foods Program ExpCategory: 770 - Grants Total:	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	2021-2022 Total Budget 0.00 0.00 0.00	2021-2022 YTD Activity 0.00 0.00 0.00	Defined Budgets 2021-2022 Department 10,875.00 10,875.00 37,000.00	
110-44310-944	LEASE OR PURCHASE ExpCategory: 900 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	0.00	0.00	0.00	2,600.00 39,600.00	
Depa	artment: 44310 - SENIOR CITIZEN ACTIVITIES Total:	0.00	0.00	0.00	0.00	0.00	0.00	364,945.00	
Department: 44700 -									
110-44700-110	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	190,800.00	
110-44700-112	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
110-44700-132	BONUS PAY	0.00	0.00	0.00	0.00	0.00	0.00	1,100.00	
110-44700-141	OASI (EMPLOYER'S SHARE)	0.00	0.00	0.00	0.00	0.00	0.00	15,525.00	
110-44700-142	HOSPITAL AND HEALTH INSURA	0.00	0.00	0.00	0.00	0.00	0.00	30,400.00	
<u>110-44700-143</u>	RETIREMENT - CURRENT	0.00	0.00	0.00	0.00	0.00	0.00	11,000.00	
<u>110-44700-146</u>	WORKMEN'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
<u>110-44700-148</u>	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
EvnCatogory: 200	ExpCategory: 100 - PERSONNEL SERVICES Total: OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	256,825.00	
110-44700-200	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
110-44700-200	FREIGHT & SHIPPING	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	
110-44700-230	PUBLICITY, SUBSCRIPTIONS, AND	0.00	0.00	0.00	0.00	0.00	0.00	900.00	
110-44700-236	Farmers Market/Public Relations	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	
110-44700-241	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	
110-44700-242	WATER	0.00	0.00	0.00	0.00	0.00	0.00	4,500.00	
110-44700-243	PORTAJOHNS	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
110-44700-244	UTILITY - GAS	0.00	0.00	0.00	0.00	0.00	0.00	700.00	
110-44700-245	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	2,200.00	
110-44700-248	INTERNET AND CABLE	0.00	0.00	0.00	0.00	0.00	0.00	525.00	
110-44700-254	ENGINEER EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	
110-44700-260	REPAIR AND MAINTENANC-BLDG	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	

- Page 26 -

ITEM # 12.

buuget worksneet									renou Litaling. 00/30/
						2021-2022	2021-2022	Defined Budgets — 2021-2022	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	Department	
<u>10-44700-261</u>	REPAIR AND MAINTENANCE MO	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	
10-44700-262	REPAIR AND MAINTENANCE OTH	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	
<u>10-44700-263</u>	REPAIR & MAINTENANCE TRAIL	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	
0-44700-265	Repair and Maintenance Grounds	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
0-44700-289	OTHER TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	900.00	
0-44700-295	DUMPSTER SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
0-44700-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
0-44700-310	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	400.00	
0-44700-320	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
0-44700-321	AGRICULTURE & HORTICULTURE	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00	
0-44700-326	CLOTHING AND UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	1,600.00	
0-44700-331	GAS, DIESEL (FUEL ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	
0-44700-342	SIGN PARTS AND SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
0-44700-426	CULVERTS	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	
0-44700-451	CRUSHED STONE	0.00	0.00	0.00	0.00	0.00	0.00	18,000.00	
0-44700-510	PROPERTY & LIABILITY INSURAN	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
0-44700-707	Cumberland River Bicentennial T	0.00	0.00	0.00	0.00	0.00	0.00	166,176.00	
0-44700-737	Parks Advisory Board	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
0-44700-935	TRIATHLON	0.00	0.00	0.00	0.00	0.00	0.00	400.00	
0-44700-937	SUMMERFEST	0.00	0.00	0.00	0.00	0.00	0.00	35,000.00	
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	501,501.00	
ExpCategory: 900) - CAPITAL OUTLAY								
0-44700-900	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	74,600.00	
0-44700-944	LEASE OR PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	1,100.00	
	ExpCategory: 900 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	0.00	0.00	0.00	75,700.00	
	Department: 44700 - PARKS Total:	0.00	0.00	0.00	0.00	0.00	0.00	834,026.00	
	Fund: 110 - GENERAL FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	691,385.00	
ind: 121 - STATE STR									
	000 - INTERGOVERNMENTAL REVENUE	2.22	0.00	2.25	0.00	0.00	0.00	100.000.00	
21-33551	STATE GASOLINE AND MOTOR F ory: 33000 - INTERGOVERNMENTAL REVENUE Total:	0.00	0.00	0.00	0.00	0.00 0.00	0.00 0.00	190,800.00 190,800.00	

Dauget Workshie	•								
								Defined Budgets	
		Total Dudost	Total Astivity	Tatal Budget	Total Astivity	2021-2022	2021-2022	2021-2022	
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	Department	
Denartment: 4310	00 - HIGHWAYS AND STREETS								
-	00 - OPERATING EXPENSES								
121-43100-264	HIGHWAYS AND STREETS	0.00	0.00	0.00	0.00	0.00	0.00	190,000.00	
121 43100 204	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	190,000.00	
	Department: 43100 - HIGHWAYS AND STREETS Total:	0.00	0.00	0.00	0.00	0.00	0.00	190,000.00	
	Fund: 121 - STATE STREET AID FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	800.00	
Fund: 123 - DRUG FU									
	5000 - FINES, FORFEITS, AND PENALTIES								
123-35140	DRUG RELATED FINES	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
RevCate	egory: 35000 - FINES, FORFEITS, AND PENALTIES Total:	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
RevCategory: 3	6000 - OTHER REVENUE								
<u>123-36100</u>	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00	2.00	
	RevCategory: 36000 - OTHER REVENUE Total:	0.00	0.00	0.00	0.00	0.00	0.00	2.00	
•	29 - DRUG INVESTIGATION AND CONTROL 00 - OPERATING EXPENSES								
123-42129-299	OTHER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
Department	:: 42129 - DRUG INVESTIGATION AND CONTROL Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
	Fund: 123 - DRUG FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	4,002.00	
Fund: 150 - PASS TH	ROUGH GRANT								
RevCategory: 3	3000 - INTERGOVERNMENTAL REVENUE								
<u>150-33100</u>	GRANT MONEY RECEIVED	0.00	0.00	0.00	0.00	0.00	0.00	1,108,000.00	
RevCate	egory: 33000 - INTERGOVERNMENTAL REVENUE Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,108,000.00	
Department: 4151	10 - FINANCE								
ExpCategory: 20	00 - OPERATING EXPENSES								
<u>150-41510-720</u>	PASS THROUGH GRANT PAYABLE	0.00	0.00	0.00	0.00	0.00	0.00	1,108,000.00	
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,108,000.00	
	Department: 41510 - FINANCE Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,108,000.00	
	Fund: 150 - PASS THROUGH GRANT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	RELIEF FUND (CAPITAL PROJECT #1) 6000 - OTHER REVENUE								
<u>311-36100</u>	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00	150.00	
	RevCategory: 36000 - OTHER REVENUE Total:	0.00	0.00	0.00	0.00	0.00	0.00	150.00	
Fund: 3	11 - FLOOD RELIEF FUND (CAPITAL PROJECT #1) Total:	0.00	0.00	0.00	0.00	0.00	0.00	150.00	

•		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2021-2022 Department	
Fund: 413 - WATER AND RevCategory: 33000	SEWER) - INTERGOVERNMENTAL REVENUE								
<u>413-33101</u>	USDA WASTE WATER IMPROVE	0.00	0.00	0.00	0.00	0.00	0.00	635,000.00	
413-33110	COMMUNITY DEVELOPMENT GR	0.00	0.00	0.00	0.00	0.00	0.00	271,556.00	
<u>413-33401</u>	STATE GRANTS ANTICIPATED	0.00	0.00	0.00	0.00	0.00	0.00	224,125.00	
RevCategory	: 33000 - INTERGOVERNMENTAL REVENUE Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,130,681.00	
RevCategory: 36000) - OTHER REVENUE								
413-36900	OTHER REVENUE SOURCE	0.00	0.00	0.00	0.00	0.00	0.00	16,599,000.00	
	RevCategory: 36000 - OTHER REVENUE Total:	0.00	0.00	0.00	0.00	0.00	0.00	16,599,000.00	
RevCategory: 37000) - REVENUE								
413-37109	CROSS CONNECTION FEES	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	
413-37110	METERED WATER SALES	0.00	0.00	0.00	0.00	0.00	0.00	1,802,500.00	
413-37193	SERVICING CUSTOMER INSTALLA	0.00	0.00	0.00	0.00	0.00	0.00	24,000.00	
413-37196	WATER TAP FEES	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	
413-37210	SEWER SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	1,207,100.00	
413-37232	INDUSTRIAL SEWER FEES	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
413-37240	SERVICE TO OTHER UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	
<u>413-37291</u>	FORFEITED DISCOUNTS AND PE	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00	
413-37296	SEWER TAP FEES	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	
413-37299	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	
413-37910	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
	RevCategory: 37000 - REVENUE Total:	0.00	0.00	0.00	0.00	0.00	0.00	3,397,100.00	
Department: 52100 - \									
	PERSONNEL SERVICES								
413-52100-110	Water Salaries	0.00	0.00	0.00	0.00	0.00	0.00	453,700.00	
413-52100-112	Water Salaries Overtime	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	
413-52100-132	Water Bonus Pay	0.00	0.00	0.00	0.00	0.00	0.00	9,175.00	
413-52100-141	Water - Oasi (employer's share)	0.00	0.00	0.00	0.00	0.00	0.00	39,450.00	
413-52100-142	Water - Hospital and Health Insu	0.00	0.00	0.00	0.00	0.00	0.00	95,100.00	
413-52100-143	Water - Retirement Current	0.00	0.00	0.00	0.00	0.00	0.00	32,050.00	
<u>413-52100-146</u>	Water - Workmen's Compensati	0.00	0.00	0.00	0.00	0.00	0.00	17,000.00	

								Defined Budgets
						2021-2022	2021-2022	2021-2022
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	Department
-52100-148	Water - Education and Training	0.00	0.00	0.00	0.00	0.00	0.00	4,500.00
	ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	680,975.00
cpCategory: 20	00 - OPERATING EXPENSES							
2100-211	Water - Postage	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
2100-212	Water - Freight & Shipping	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00
52100-230	Water - Publicity, Subscriptions,	0.00	0.00	0.00	0.00	0.00	0.00	9,000.00
52100-241	Water - Electric	0.00	0.00	0.00	0.00	0.00	0.00	118,000.00
52100-244	Water - Natural Gas	0.00	0.00	0.00	0.00	0.00	0.00	2,850.00
52100-245	Water - Telephone	0.00	0.00	0.00	0.00	0.00	0.00	5,100.00
52100-248	Water - Internet & Cable	0.00	0.00	0.00	0.00	0.00	0.00	1,250.00
2100-252	Water - Legal Services	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
52100-254	Water - Engineer Expense	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00
2100-258	Water - Accounting Service	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00
2100-260	Water - Repair and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	12,500.00
2100-261	Water - Repair/Maintenance Veh	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00
100-262	Water - Repair and maintenance	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00
100-263	Water - Meter Replacement	0.00	0.00	0.00	0.00	0.00	0.00	85,000.00
00-266	Water - Water Line and Tank Ma	0.00	0.00	0.00	0.00	0.00	0.00	68,500.00
100-267	Water - Repair and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	18,000.00
.00-289	Water - Other Travel	0.00	0.00	0.00	0.00	0.00	0.00	750.00
100-293	Water - Water Testing	0.00	0.00	0.00	0.00	0.00	0.00	12,400.00
2100-295	Water - Dumpster Service	0.00	0.00	0.00	0.00	0.00	0.00	1,320.00
2100-299	Water - Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
2100-310	Water - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	2,750.00
2100-320	Water - Operating Supplies	0.00	0.00	0.00	0.00	0.00	0.00	8,250.00
2100-322	Water - Chemicals	0.00	0.00	0.00	0.00	0.00	0.00	105,000.00
2100-326	Water - Clothing and Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	9,500.00
2100-331	Water - Gas, Diesel (Fuel Only)	0.00	0.00	0.00	0.00	0.00	0.00	11,250.00
2100-339	Water - Fire hydrant Repair and	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00
2100-451	Water - Crushed Stone	0.00	0.00	0.00	0.00	0.00	0.00	10,125.00
2100-510	Water - Insurance	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00

budget trontoneet							•	Defined Budgets	
		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	2021-2022 Department	
413-52100-540	Water - Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00	
413-52100-613	Water - Amortization on bond Pr	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	
413-52100-631	Water - Interest on bonded Debt	0.00	0.00	0.00	0.00	0.00	0.00	28,600.00	
413 32100 031	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	918,645.00	
ExpCategory: 900	- CAPITAL OUTLAY								
413-52100-900	Water - Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	290,000.00	
413-52100-944	Lease	0.00	0.00	0.00	0.00	0.00	0.00	1,600.00	
	ExpCategory: 900 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	0.00	0.00	0.00	291,600.00	
	Department: 52100 - WATER UTILITIES Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,891,220.00	
Department: 52200									
	- PERSONNEL SERVICES								
413-52200-110	Sewer - Salaries	0.00	0.00	0.00	0.00	0.00	0.00	343,800.00	
413-52200-112	Sewer - Salaries Overtime	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	
413-52200-132	Sewer - Bonus Pay	0.00	0.00	0.00	0.00	0.00	0.00	6,175.00	
413-52200-141	Sewer - Oasi (Employer-s Share)	0.00	0.00	0.00	0.00	0.00	0.00	30,400.00	
413-52200-142	Sewer - Hospital and health Insu	0.00	0.00	0.00	0.00	0.00	0.00	66,600.00	
413-52200-143	Sewer - Retirement - Current	0.00	0.00	0.00	0.00	0.00	0.00	24,700.00	
<u>413-52200-146</u>	Sewer - Workmen's Compensati	0.00	0.00	0.00	0.00	0.00	0.00	9,000.00	
413-52200-148	Sewer - Education and Training	0.00	0.00	0.00	0.00	0.00	0.00	4,500.00	
	ExpCategory: 100 - PERSONNEL SERVICES Total:	0.00	0.00	0.00	0.00	0.00	0.00	515,175.00	
	- OPERATING EXPENSES								
413-52200-211	Sewer - Postage	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
413-52200-212	Sewer - Freight & Shipping	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	
413-52200-230	Sewer - Publicity, Subscriptions,	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
<u>413-52200-241</u>	Sewer - Electric	0.00	0.00	0.00	0.00	0.00	0.00	82,000.00	
413-52200-244	Sewer - Natural Gas	0.00	0.00	0.00	0.00	0.00	0.00	1,850.00	
413-52200-245	Sewer - Telephone	0.00	0.00	0.00	0.00	0.00	0.00	4,500.00	
413-52200-248	Sewer - Internet and Cable	0.00	0.00	0.00	0.00	0.00	0.00	525.00	
413-52200-249	Sewer - Step Maintenance/Pickn	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	
413-52200-252	Sewer - Legal Services	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
413-52200-254	Sewer - Engineer Expense	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
413-52200-258	Sewer - Accounting Services	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	

- **Page 31** -

ITEM # 12.

						D.C. I.D. I.				
						2021-2022	2021-2022	Defined Budgets = 2021-2022		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	Department		
13-52200-260	Sewer - Repair and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	12,500.00		
13-52200-261	Sewer - Repair/Maintenance Veh	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00		
13-52200-262	Sewer - Repair and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00		
13-52200-265	Sewer - Sewer Line Repair and M	0.00	0.00	0.00	0.00	0.00	0.00	43,000.00		
13-52200-267	Sewer - Repair and maintenance	0.00	0.00	0.00	0.00	0.00	0.00	42,000.00		
13-52200-289	Sewer - Other Travel	0.00	0.00	0.00	0.00	0.00	0.00	750.00		
13-52200-292	Sewer - Sewer Chemical and Lab	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00		
3-52200-293	Sewer - Sewer Testing	0.00	0.00	0.00	0.00	0.00	0.00	3,100.00		
3-52200-295	Sewer - Dumpster Service	0.00	0.00	0.00	0.00	0.00	0.00	47,400.00		
3-52200-299	Sewer - Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00		
13-52200-310	Sewer - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	2,750.00		
3-52200-320	Sewer - Operating Supplies	0.00	0.00	0.00	0.00	0.00	0.00	8,250.00		
3-52200-322	Sewer - Chemicals	0.00	0.00	0.00	0.00	0.00	0.00	70,000.00		
3-52200-326	Sewer - Clothing and Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	6,325.00		
3-52200-331	Sewer - Gas, Diesel (Fuel Only)	0.00	0.00	0.00	0.00	0.00	0.00	11,250.00		
3-52200-451	Sewer - Crushed Stone	0.00	0.00	0.00	0.00	0.00	0.00	3,375.00		
3-52200-510	Sewer - Insurance	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00		
3-52200-540	Sewer - Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	250,000.00		
3-52200-613	Sewer - Amoritzation on bond Pr	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00		
13-52200-631	Sewer - Interest on Bonded Debt	0.00	0.00	0.00	0.00	0.00	0.00	28,600.00		
	ExpCategory: 200 - OPERATING EXPENSES Total:	0.00	0.00	0.00	0.00	0.00	0.00	819,675.00		
ExpCategory: 600	O - DEBT Service									
<u>13-52200-640</u>	INTEREST ON CONSTRUCTION L	0.00	0.00	0.00	0.00	0.00	0.00	280,525.00		
	ExpCategory: 600 - DEBT Service Total:	0.00	0.00	0.00	0.00	0.00	0.00	280,525.00		
	D - CAPITAL OUTLAY									
3-52200-900	Sewer - Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	359,000.00		
13-52200-929	Sewer - Other Building - Sewer Pl ExpCategory: 900 - CAPITAL OUTLAY Total:	0.00	0.00	0.00	0.00 0.00	0.00	0.00	17,234,000.00 17,593,000.00		
	Department: 52200 - SEWER UTILITIES Total:	0.00	0.00	0.00	0.00	0.00	0.00	19,208,375.00		
	Department. 52200 - SEWER OTILITIES TOTAL:	0.00	0.00	0.00	0.00	0.00	0.00	13,200,3/3.00		

5		Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2021-2022 Department	
	OWN OF ASHLAND CITY HEALTH PLAN gory: 36000 - OTHER REVENUE								
610-36100	INTEREST EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00	50.00	
	RevCategory: 36000 - OTHER REVENUE Total:	0.00	0.00	0.00	0.00	0.00	0.00	50.00	
	Fund: 610 - TOWN OF ASHLAND CITY HEALTH PLAN Total:	0.00	0.00	0.00	0.00	0.00	0.00	50.00	
	Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	723,573.00	

Group Summary

							Defined Budgets —	
					2021-2022	2021-2022	2021-2022	
RevCategory;ExpCategor	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	Department	
Fund: 110 - GENERAL FUND								
31000 - LOCAL TAXES	0.00	0.00	0.00	0.00	0.00	0.00	4,307,600.00	
32000 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	58,000.00	
33000 - INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	3,593,705.00	
34000 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	
35000 - FINES, FORFEITS, AND PENALTIES	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00	
36000 - OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	10,484,000.00	
Department: 41210 - CITY COURT								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	267,600.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	57,695.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	17,000.00	
Department: 41210 - CITY COURT Total:	0.00	0.00	0.00	0.00	0.00	0.00	342,295.00	
Department: 41510 - FINANCE								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	597,925.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	412,170.00	
600 - DEBT Service	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	5,022,000.00	
Department: 41510 - FINANCE Total:	0.00	0.00	0.00	0.00	0.00	0.00	6,132,095.00	
Department: 41640 - TECHNOLOGY								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	88,300.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	185,400.00	
Department: 41640 - TECHNOLOGY Total:	0.00	0.00	0.00	0.00	0.00	0.00	273,700.00	
Department: 41710 - CODES ADMINISTRATION								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	166,275.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	78,420.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	
Department: 41710 - CODES ADMINISTRATION Total:	0.00	0.00	0.00	0.00	0.00	0.00	256,695.00	
Department: 42100 - POLICE								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	1,432,325.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	263,120.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	345,000.00	
Department: 42100 - POLICE Total:	0.00	0.00	0.00	0.00	0.00	0.00	2,040,445.00	
Department: 42200 - FIRE PROTECTION AND CONTROL							-	
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	1,366,575.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	390,575.00	
600 - DEBT Service	0.00	0.00	0.00	0.00	0.00	0.00	169,924.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	5,030,000.00	
	0.00	0.00	0.00	0.00	0.00	0.00	3,030,000.00	

24480								
							Defined Budgets	
					2021-2022	2021-2022	2021-2022	
RevCategory;ExpCategor	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	Department	
Department: 43100 - HIGHWAYS AND STREETS								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	424,375.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	309,670.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	136,600.00	
Department: 43100 - HIGHWAYS AND STREETS Total:	0.00	0.00	0.00	0.00	0.00	0.00	870,645.00	
Department: 44310 - SENIOR CITIZEN ACTIVITIES								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	224,900.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	89,570.00	
770 - Grants	0.00	0.00	0.00	0.00	0.00	0.00	10,875.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	39,600.00	
Department: 44310 - SENIOR CITIZEN ACTIVITIES Total:	0.00	0.00	0.00	0.00	0.00	0.00	364,945.00	
Department: 44700 - PARKS								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	256,825.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	501,501.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	75,700.00	
Department: 44700 - PARKS Total:	0.00	0.00	0.00	0.00	0.00	0.00	834,026.00	
Fund: 110 - GENERAL FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	691,385.00	
Fund: 121 - STATE STREET AID FUND								
33000 - INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	190,800.00	
Department: 43100 - HIGHWAYS AND STREETS							,	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	190,000.00	
Department: 43100 - HIGHWAYS AND STREETS Total:	0.00	0.00	0.00	0.00	0.00	0.00	190,000.00	
Fund: 121 - STATE STREET AID FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	800.00	
Fund: 123 - DRUG FUND								
35000 - FINES, FORFEITS, AND PENALTIES	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
36000 - OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	2.00	
Department: 42129 - DRUG INVESTIGATION AND CONTROL	0.00	0.00	0.00	0.00	0.00	0.00	2.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
Department: 42129 - DRUG INVESTIGATION AND CONTROL Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
Fund: 123 - DRUG FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	4,002.00	
Fund: 150 - PASS THROUGH GRANT							,	
33000 - INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	1,108,000.00	
Department: 41510 - FINANCE	0.00	0.00	0.00	0.00	0.00	0.00	1,100,000.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	1,108,000.00	
Department: 41510 - FINANCE Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,108,000.00	
· -								
Fund: 150 - PASS THROUGH GRANT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

							Defined Budgets	
					2021-2022	2021-2022	2021-2022	
RevCategory;ExpCategor	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	Department	
Fund: 311 - FLOOD RELIEF FUND (CAPITAL PROJECT #1)								
36000 - OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	150.00	
Fund: 311 - FLOOD RELIEF FUND (CAPITAL PROJECT #1) Total:	0.00	0.00	0.00	0.00	0.00	0.00	150.00	
Fund: 413 - WATER AND SEWER								
33000 - INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	1,130,681.00	
36000 - OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	16,599,000.00	
37000 - REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	3,397,100.00	
Department: 52100 - WATER UTILITIES								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	680,975.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	918,645.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	291,600.00	
Department: 52100 - WATER UTILITIES Total:	0.00	0.00	0.00	0.00	0.00	0.00	1,891,220.00	
Department: 52200 - SEWER UTILITIES								
100 - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	515,175.00	
200 - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	819,675.00	
600 - DEBT Service	0.00	0.00	0.00	0.00	0.00	0.00	280,525.00	
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	17,593,000.00	
Department: 52200 - SEWER UTILITIES Total:	0.00	0.00	0.00	0.00	0.00	0.00	19,208,375.00	
Fund: 413 - WATER AND SEWER Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	27,186.00	
Fund: 610 - TOWN OF ASHLAND CITY HEALTH PLAN								
36000 - OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	50.00	
Fund: 610 - TOWN OF ASHLAND CITY HEALTH PLAN Total:	0.00	0.00	0.00	0.00	0.00	0.00	50.00	
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	723,573.00	

Budget Worksheet For Fiscal: 2021-2022 Period Ending: 06/30/2022

Fund Summary

						D	efined Budgets
Fund	Total Budget	Total Activity	Total Budget	Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	2021-2022 Department
110 - GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	691,385.00
121 - STATE STREET AID FUND	0.00	0.00	0.00	0.00	0.00	0.00	800.00
123 - DRUG FUND	0.00	0.00	0.00	0.00	0.00	0.00	4,002.00
150 - PASS THROUGH GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311 - FLOOD RELIEF FUND (CAPITAL PROJECT #1)	0.00	0.00	0.00	0.00	0.00	0.00	150.00
413 - WATER AND SEWER	0.00	0.00	0.00	0.00	0.00	0.00	27,186.00
610 - TOWN OF ASHLAND CITY HEALTH PLAN	0.00	0.00	0.00	0.00	0.00	0.00	50.00
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	723,573.00

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE BY AMENDING ARTICLE III., SECTION 3.140 LANDSCAPE TREATMENT REGULATIONS

WHEREAS, the Ashland City Municipal Regional Planning Commission has recommended that the Zoning Ordinance of Ashland City be amended; and

WHEREAS, the Mayor and Council has given due consideration to said recommendation and has conducted a Public Hearing as required by law, now,

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF ASHLAND CITY, TENNESSEE that the Zoning Ordinance be amended as follows:

3.140. Landscaping, Screening and Buffering

A. Purpose and Intent

The purpose and intent of this ordinance is to establish a set of landscape requirements and guidelines that will be utilized as a minimum standard required of all developed or disturbed sites within the Town of Ashland City. The requirements and guidelines set forth in this section were developed in order to promote the health, safety and welfare of the general public; to improve the overall appearance of the community; to reduce stormwater run-off, noise, heat and chemical pollution through the preservation and installation of canopy trees; and to reduce the impact of incompatible land-uses through requirements for buffer yards along zoning boundaries which will minimize potential harmful effects of one use on another.

B. Applicability

The provisions of this Section shall apply to developments which require a site plan to be submitted or which require a master development plan to be submitted. The provisions of this Section, which pertain to screening and buffering, shall apply along all zoning district boundaries and along all boundaries separating a conditional use from permitted uses.

C. Landscaping Plan

- 1. Prior to the issuance of any permits (foundation, grading and/or building) for any site proposing any new or additional development, a landscape plan being part of the site development plan, meeting the requirements of this section, shall be submitted to and approved by the Town of Ashland City Planning Commission. All landscape plans are to be prepared by and sealed by a registered landscape architect licensed in the State of Tennessee. A landscape plan shall also accompany any bulk grading and/or site clearing plan.
- 2. No landscape plans are to be drawn at a scale greater than 1 inch = 50 feet. All landscape plans shall include the following:

- Boundary of proposed site;
- Proposed site improvements;
- Existing and proposed utility lines and easements;
- North arrow:
- Scale and scale bar;
- Location of all existing trees 8 inch caliper and greater with any forested area containing such trees being separately delineated with the species mixture indicated;
- Location of all proposed plant material;
- A landscape schedule (providing the quantity, the botanical and common names, the height, the width and the caliper inches of all proposed plant material at the time of planting);
- A data table showing the landscape requirements for the site and the landscape provided to meet these requirements;
- Details and notes explaining the installation and maintenance of proposed and/or protected plant material;
- The name, address and phone number of the Landscape Architect approving said plans;
- Proposed means of slope stabilization, if applicable.

D. Bonding

- 1. All proposed landscaping may be secured by a landscape performance bond to guarantee the quality and longevity of the plant material installed. Bond amounts will be determined by the Town of Ashland City Planning Commission and will vary depending on the quantity of landscape material proposed. The bond will be released upon installation of the required landscaping and inspection and approval by the city. If the required landscaping has not been installed within one (1) year of the approval of the plan, said bond shall be reviewed to determine if the amount is still adequate and if not, may be increased.
- 2. Prior to the release of the performance bond, a landscape maintenance bond may be posted in order to assure the longevity and livelihood of the plant material. Said bond will be held for a period of one (1) year. At the completion of the year, these bonds will be reviewed to determine whether or not they are to be released, reduced, or held for an additional year. The amount of the bond shall be determined by the Town of Ashland City Planning Commission and will vary depending on the quantity of landscape material installed.

E. Standards

- 1. All proposed plant material for a given site are to be appropriately specified in order to tolerate the climate conditions of the Middle Tennessee area.
- 2. All proposed plant material for a given site are to meet the most recent requirements of the "American Standard for Nursery Stock" (ANSI Z60.1) established by the "American National Standards Institute, Inc.".

F. General Landscape Requirements

The following requirements shall apply to all developments except single family detached housing developments that are not a part of any planned unit development. The Planning Commission may require all required landscaping to be automatically irrigated. Such irrigation system, if required, shall be fully operational prior to the issuance of the final certificate of occupancy.

Required Trees

- 1. Each newly developed site shall be required to have a minimum Acquired Caliper Inch (A.C.I. or Caliper Inch) of 35 caliper inches of proposed trees per acre.
- 2. 75% of required trees shall be native to the southeastern United States.
- 3. 50% of required trees shall be a minimum 2 caliper inches in size.
- 4. No proposed canopy tree planted at a size less than 2 caliper inches will be accepted as a required tree. No proposed understory/ornamental tree shall be less than 1.5 caliper inches in size.
- 5. A minimum of 20% and maximum of 50% of required trees shall be understory and/or ornamental trees.
- 6. Existing trees to be protected and retained shall count 50% of their size towards the 35 inch/acre requirements but not count towards parking area requirements. In the event that the existing tree credit creates a condition where no new tree plantings are required under the formula, a minimum of 18 caliper inches/acre of proposed trees shall be provided.

G. Parking Areas

1. Islands

- a. One landscape island with a minimum size of 9 feet x 18 feet shall be placed at a minimum of every 15 spaces in any proposed row of parking.
- b. A minimum of one 2-inch caliper or larger canopy tree is to be placed in each proposed island. Said canopy trees can be used toward the overall tree requirements but not toward any existing tree replacement.
- c. Said islands are to be free of all asphaltic, construction and/or trash materials. The following note is to be placed on all site plans. "All parking islands are to be inspected and approved by the Town or Ashland City prior to the installation of any plant material or soil."

2. Adjacent Parcels

- a. A minimum open space area of ½ of the required side yard shall be placed between any proposed paved area and the adjacent parcel(s) to the site under development. If the required open space contains any drainage, utility or access easement, an additional 5 feet of open space shall be provided.
- b. The open space area shall be landscaped at the designer's discretion in order to

- accommodate the general landscape requirements but shall be maintained as permanent open space.
- c. The open space area may be crossed by driveways or sidewalks where an access agreement between the adjacent property owners is in place.

3. Street Fronts

- a. A minimum open space area of 10 feet shall be placed between any proposed paved area and the right-of-way of the public street providing frontage to the site. If the required open space contains any drainage, utility or access easement, an additional 5 feet of open space shall be provided. Said open space area shall be landscaped in accordance with (b) below in addition to any required trees.
- b. One shrub at a size no less than 24 inches high and 24 inches wide is required for every 2 linear feet of parking/driveway area that parallels any street front. Spacing of shrubs to be in keeping with species and design configuration. Said shrubs are to be installed between the street front and the proposed parking areas in a manner that will help screen and/or soften the visual effects of the proposed parking areas from its street front. Any area between the right-of-way and a curb or street pavement shall be included in the landscape plan and provided with appropriate cover. Street trees shall also be included in the street front landscaping. Canopy trees with a minimum caliper inch size of two (2) inches shall be planted on 40-foot centers. When overhead power lines are encountered, understory ornamental trees with a minimum caliper inch size of one and one-half (1.5) inches shall be planted on 30-foot centers.

H. Turf/Ground Cover

- 1. All areas that have been disturbed by a particular site's development and are not within a planted area shall be seeded and strawed or sodded in order to achieve a well established lawn.
- 2. All disturbed areas that exceed a 3:1 slope shall receive a Jute Erosion Control Mesh (or equivalent) and be planted with the appropriate turf or ground cover that will provide a fast growth habit and rapid establishment.
- 3. All disturbed natural areas that exceed a 3:1 slope and are located along a street front are to receive sod.
- 4, All storm drainage ditch bottoms are to receive sod unless a concrete flume has been proposed.
- I. <u>Landscape Requirements for Single Family Developments</u>
 - Single family subdivision developments (subdivisions with one-family dwelling on a fee simple lot) shall meet the following requirements:
 - 1. Each lot shall include three (3) canopy trees with a minimum size of two (2) caliper inches.

One such tree shall be planted as a street tree to be located within five (5) feet of the street right-of-way. Any utility easement shall be taken into account when locating such tree.

- 2. Foundation planting shall be provided for each house on each lot in a development. Such planting shall include complimentary shrubbery and flowering plants.
- 3. Every final subdivision plat shall include a drawing of a typical lot compliant with these landscape requirements.

J. Replacement of Existing Trees

The requirements of this section shall be in addition to the General Landscape Requirements as presented in Section F. and, therefore, cannot be applied towards meeting the "General Landscape Requirements".

1, All existing trees that are to be removed from a site to be developed (this also includes sites that are to be cleared of their existing trees in order to increase their market value as a future development) shall be replaced at a rate of 50% of their size. When the replacement of existing trees results in an Acquired Caliper Inch calculation in excess of 150 percent of the requirement for the site, the requirement shall be capped at 150 percent of the required 35 caliper inches per acre.

For Example: If a 24 caliper inch existing tree is removed then 12 caliper inches of new trees must be proposed to replace this tree. (Note: this only applies to the removal of trees at a size of 8 caliper inches and up.)

2. Any canopy tree 18 caliper inches or over in size shall be identified as a specimen tree. Extraordinary efforts to protect such trees shall be taken, and any removal of a specimen tree shall be specifically approved as a part of the landscape plan. The replacement of such trees shall be on a one (1) inch to one (1) inch basis.

K. Screening

- 1. Heating and cooling units on all non single-family residential developments shall be screened from all street fronts and adjacent parcels. Said screen shall be either permanent opaque fencing and/or a thick massing of evergreen plant materials installed at a height and spread no less than 24 inches spaced so that an immediate screen is created at the time of planting.
- 2. Dumpster and service/loading areas are to be screened from all fronts and adjacent parcels. Said screen is to be either a permanent opaque fencing or a thick massing of evergreen plant materials installed at a minimum height of 3 feet and minimum spread of 4 feet.
- 3. If a retention/detention pond area is to be enclosed with chain-link fencing, the fencing shall be black or dark green vinyl coated fencing. The pond area shall also be screened with a thick massing of evergreen plant material at a minimum height of 3 feet and a minimum spread of 4 feet from all fronts and adjacent parcels.

L. Sight Distance Requirements for Landscape Materials

At any public or private street intersection and at the access point for private driveways to public or private streets, a clear zone for sight distance shall be maintained. No landscape material that exceeds 18 inches in height at maturity or branches lower than 6 feet shall be planted in any sight distance clear zone.

M. Coordination With Transitional Screening Requirements

- 1. The requirements for transitional screening and barriers shall be in addition to the requirements for landscaping. All site plans and master PUD plans shall observe all such requirements.
- 2. No application for a zoning change shall be recommended by the Town of Ashland City Planning Commission unless such application demonstrates that the requirement for a bufferyard can be met.
- 3. The Town of Ashland City Planning Commission and the Board of Appeals shall not approve any conditional use permit unless such request demonstrates that the requirements for a bufferyard can be met.

N. Waiver

1. In extreme cases certain sites and/or proposed land uses may be in a position of legitimate hardship in meeting the landscaping requirements of this ordinance. Should this occur, the owner/developer may appeal to the Town of Ashland City Planning Commission to request a reduction in the landscape requirements based upon the physical conditions of the site. Self imposed or financial hardships only shall not constitute a basis for approval of the request.

O. Transitional Screening

1. <u>General Requirements</u>

The following general provisions shall apply to transitional screening:

- a. When a use is established in areas zoned commercial or industrial which abuts at any point upon property zoned residential, the developer of said use shall provide a landscaped buffer strip at the point of abutment. Buffers are required between industrial and commercial districts. The buffer strip shall be no less than fifteen (15) feet in width.
- b. Transitional screening shall be provided within the zoning district and on the lot of the "burdened use or district", along all points where such use or district is contiguous or across the street from land used by or zoned for the "benefited use or district".
- c. All plant materials utilized in the transitional screening bufferyards shall meet the size requirements of 3.140.F. A minimum of fifty (50) percent of the materials shall be evergreen.

2. Transitional Screening Requirement

a. Transitional screening in the form of a bufferyard shall be located along the outer

perimeter of a lot or parcel, and shall extend to the lot or parcel boundary line. The required minimum yard may be utilized to provide transitional screening.

b. Bufferyard shall be defined as a greenbelt planted strip not less than fifteen (15) feet in width. Such a greenbelt shall be composed of one (1) row of evergreen trees, spaced not more than twenty (20) feet apart and not less than two (2) rows of shrubs or hedges, spaced not more than five (5) feet apart and which grow to a height of five (5) feet or more after one (1) full growing season and which shrubs will eventually grow to not less than ten (10) feet.

3. Requirements Within Landscape Bufferyards

Sidewalks or trails may occur within a bufferyard provided the effect of the yard is not compromised. In no event shall the following uses be allowed in the bufferyards: playgrounds or playfields, stables, swimming pools, tennis courts or other recreational facilities; parking areas or other vehicular use areas; dumpsters, equipment storage and other open storage; buildings or overhangs; stormwater retention/detention facilities; and utilities or utility easements.

Bufferyards shall be continuous and unbroken except for driveways or sidewalks required to access parking areas or streets. Driveway/sidewalk penetrations shall cross bufferyards as close to perpendicular as possible and shall not exceed twenty-five (25) percent of the entire bufferyard area, with no single penetration to exceed thirty-five (35) feet in width.

4. Variations

The bufferyards are normally calculated as being parallel to the property line. However, design variations, especially when used to incorporate existing native vegetation into the bufferyard area, shall be considered. The edges of the bufferyard may meander, including permitted walls, provided that: 1) the total area of the bufferyard is equal to or greater than the total area of the required bufferyard; and 2) the bufferyard measures no less than the minimum width required at all points along the perimeter of the property line.

Bufferyard requirements may be waived by the Town of Ashland City Planning Commission with a demonstration of unusual site grade conditions that would clearly negate the effects of the required bufferyard. The applicant shall supply section or profiles (drawn to scale) through the property line along the bufferyard proposed for the waiver. These drawings shall show the existing and proposed grades on both sides of the property line, as well as the principal structures on both properties. The sections or profiles shall show the line of sight for a pedestrian or a motorist, as applicable, from principal entrances, sidewalks or streets and from the highest point of the site to be buffered. Such sections or profiles shall clearly demonstrate that effect of the change in grade would negate the effect of a mature landscaped bufferyard thirty (30) feet in height.

5. Exemptions

No bufferyard shall be required in the following situations:

a. When a zoning district boundary falls along a public street containing four (4) or more travel lanes; or along an elevated railroad bed, utility line easement fifty (50) or more feet wide, or along a creek or waterway that is fifty (50) or more feet wide.

P. <u>Modifications and Waivers</u>

Transitional screening may be waived or modified by the Town of Ashland City Planning Commission in any of the following circumstances. The Town of Ashland City Planning Commission may attach conditions to any waiver or modification which would assure that the results of the waiver or modification would be in accordance with the purpose and intent of this chapter.

- 1. Transitional screening may not be required between uses that are to be developed under a common development plan or series of development plans within a PUD District or a common site plan.
- 2. Where the strict provisions of this section would reduce the usable area of a lot due to lot configuration or size to a point which would preclude a reasonable use of the lot, transitional screening may be waived or modified by the Town of Ashland City Planning Commission where the side of a building, a barrier and/or the land between that building and the property line has been specifically designed to minimize adverse impact through a combination of architectural and landscaping techniques.
- 3. The transitional screening and width and planting requirements may be reduced as much as two-thirds (2/3) where the developer chooses to construct a seven (7) foot brick or architectural block wall. This wall may be reduced to a height of six (6) feet where the Town of Ashland City Planning Commission deems such a height will satisfy the purposes and intent of this chapter.
- 4. Transitional screening may be waived or modified where the adjacent property is zoned to allow a use similar to that of the parcel under site plan.
- 5. Transitional screening and barriers may be waived or modified where the adjoining property is used for any public purpose other than a school or hospital.
- 6. Transitional screening may be waived or modified where adjacent property is zoned for residential use and is used for any use permitted as a conditional use by the Board of Zoning Appeals except day care centers, educational facilities and special personal and group care facilities.
- 7. Transitional screening may be waived or modified where the subject property abuts a railroad or limited access highway right-of-way.
- 8. The Town of Ashland City Planning Commission may waive or modify transitional screening requirements where topography of the lot providing the transitional screening and the lot being protected is such that a transitional screen would not be effective.
- 9. Transitional screening may be waived or modified for any public use when such use has

been specifically designed to minimize adverse impact on adjacent properties.

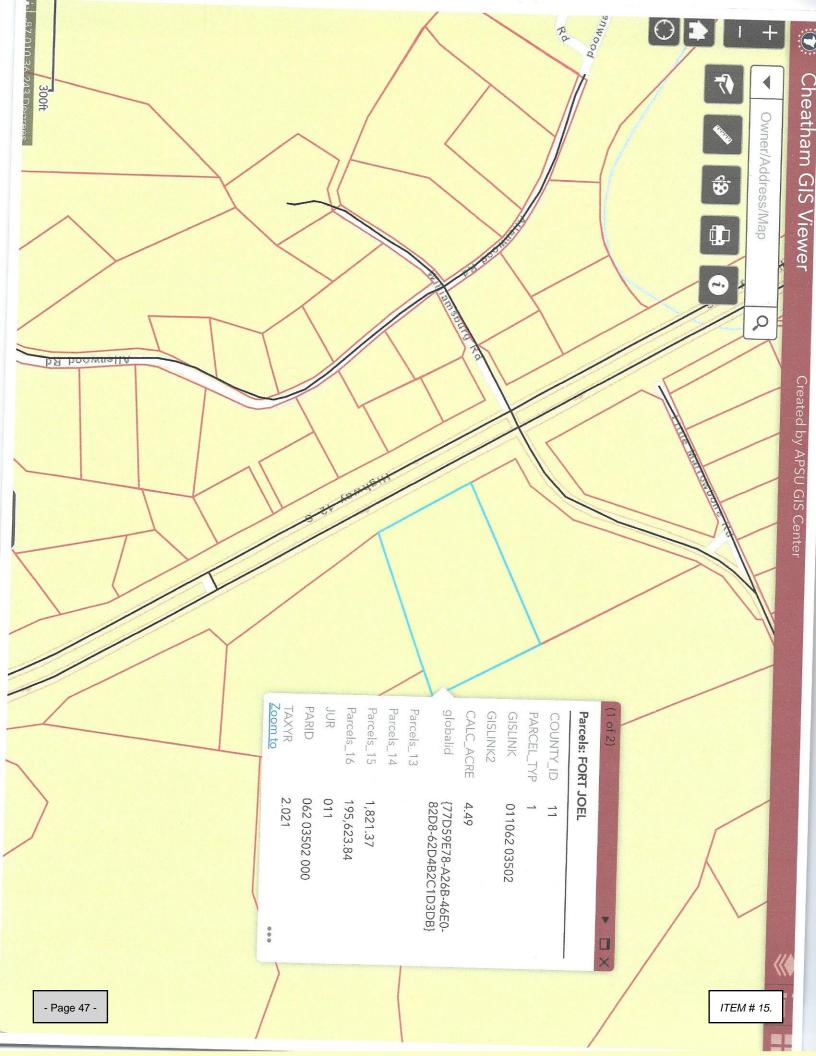
10. In certain unusual circumstances of topography, or to alleviate certain specific problems, i.e., the blocking of glare, muting of noise, etc., the Town of Ashland City Planning Commission may require the use of an earth berm or specialized fence material in lieu of, or in combination with, transitional screening.

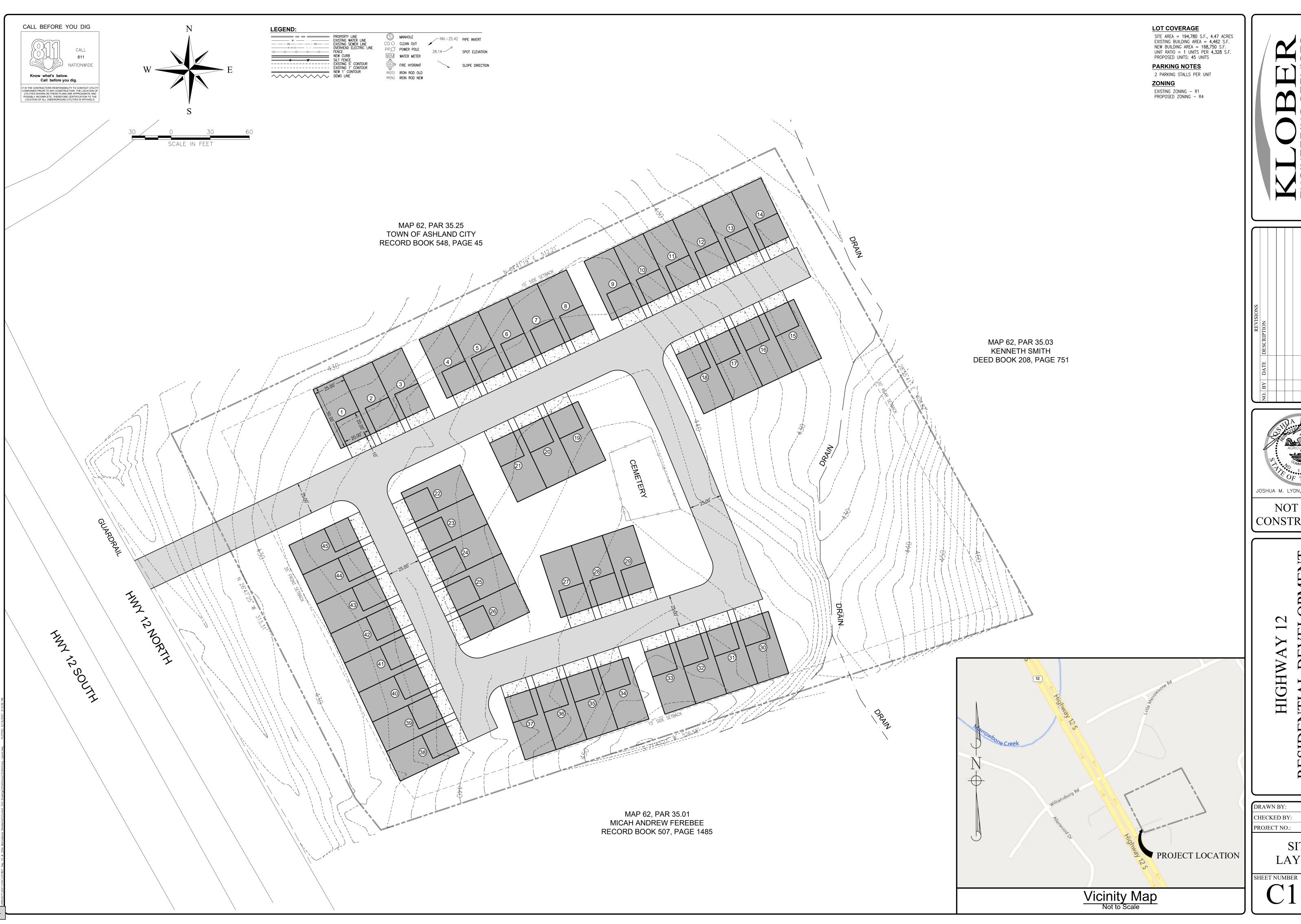
Q. <u>Landscaping Maintenance</u>

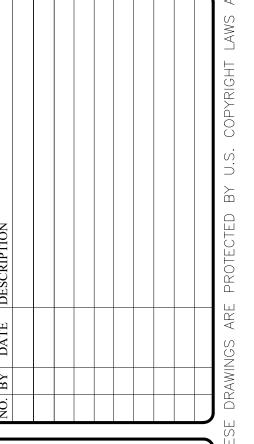
The owner, or his agent, shall be responsible for the maintenance, repair and replacement of all landscaping materials and barriers as may be required by the provisions of this section. All plant material shall be tended and maintained in a healthy growing condition, replaced when necessary and kept free of refuse and debris. Fences and walls shall be maintained in good repair. The practice of "topping" trees shall not be permitted as a normal practice of maintenance of trees. Topping is defined as the excessive and arbitrary removal of limbs with no regard to the structure of the tree. Excessive removal of limbs is removal of more than 20 - 25 percent of the limbs as stated in the ANSI standards for pruning. Trees severely damaged by storms or other causes may be exempted from this requirement at the determination of the city.

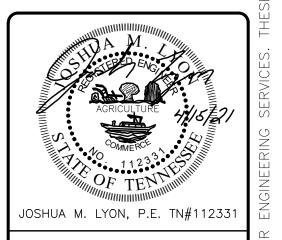
BE IT FURTHER ORDAINED, that this Ordinance shall take effect 20 days after its final passage, the public welfare requiring it.

1st reading May 25, 2021 Public hearing 2nd reading	
Mayor Steve Allen	City Recorder Kellie Reed, CMFO, CMC









NOT FOR CONSTRUCTION

SITE

LAYOUT



Ashland City Fire, Building & Life Safety Department

101 Court Street

Ashland City TN 37015

Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City (by the City Planning Commission, to reclassify the district.		
DESCRIPTION OF PROPERTY (Attach Map):	Map <u>61</u>	Parcel 35.07
REASON FOR RECLASSIFICATION REQUEST_	R-4	
Address: 1807 Huy 12s Ashland City, TN	37015	

NOTE:

- 1. All applications for rezoning must be turned into City Hall no later than thirty (30) days prior to the upcoming planning commission meeting, if they are to be entertained at said meeting.
- 2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the City Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
- 3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.

Applicant Signature

4-15-21 Date

NAME	ADDR	
SMITH KENNETH ETUX WILDA B	LITTLE MARROWBONE RD 1070	ASHLAND CITY, TN 37015
BEASLEY MARY B ETVIR THOMAS W RUTLEDGE	LITTLE MARROWBONE RD 1080	ASHLAND CITY, TN 37015
IOHNSON RONALD KEITH	LITTLE MARROWBONE RD 1090	ASHLAND CITY, TN 37015
FEREBEE MICAH ANDREW	HWY 12S 1811	ASHLAND CITY, TN 37015
LAYTON REGINA	HWY 12S 1829	ASHLAND CITY, TN 37015
TOWN OF ASHLAND CITY	Court Square	ASHLAND CITY, TN 37015
HOLT MICHAEL D	1050 SIDNEY FAMBROUGH RD	ASHLAND CITY, TN 37015
CANTRELL JOSEPH L	LITTLE MARROWBONE RD 1009	ASHLAND CITY, TN 37015
TAYLOR ANTHONY R ETUX DONNA S	LITTLE MARROWBONE RD 1015	ASHLAND CITY, TN 37015
CANNON STACY RENEE & JESSICA CANNON	LITTLE MARROWBONE RD 1019	ASHLAND CITY, TN 37015
WILLIAMS ROBERT C JR	LITTLE MARROWBONE RD 1025	ASHLAND CITY, TN 37015
SLEEPER EDWARD ETUX MELODY	LITTLE MARROWBONE RD 1029	ASHLAND CITY, TN 37015
POTTS CHRISTOPHER ETUX TRACY & POTTS CHRISTOPHER ETUX TRACY	LITTLE MARROWBONE RD 1035	ASHLAND CITY, TN 37015
LARSEN KEVIN	LITTLE MARROWBONE RD 1039	ASHLAND CITY, TN 37015
MUELLER DAVID ETUX TABITHA AUSTIN	LITTLE MARROWBONE RD 1045	ASHLAND CITY, TN 37015
REIGLE DANIEL H ETUX TINA A	290 ED HARRIS RD	ASHLAND CITY, TN 37015
ROSE GASSER FAMILY TRUST	HWY 12S 1692	ASHLAND CITY, TN 37015
GASSER ROSE B SUBSTITUTE TRUSTEE OF THE ROSE GASSER FAMILY TRUST	HWY 12 S 1692	ASHLAND CITY, TN 37015
RAMSEY JIMMY G ETUX TONYA L	WILLIAMSBURG RD 1001	ASHLAND CITY, TN 37015
YATES JAMES M ETAL WITH A RESERVED LE FOR MARY F YATES ETAL	HWY 12S 1806	ASHLAND CITY, TN 37015
RAYMER SHERRI	HWY 12S 1808	ASHLAND CITY, TN 37015
WATTS JARRETT S CECELIA	HWY 12S 1812	ASHLAND CITY, TN 37015
KERN JACKIE L JR ETUX JAMIE L	HWY 12S 1816	ASHLAND CITY, TN 37015
RICHARDSON VICTOR ·	HWY 12S 1820	ASHLAND CITY, TN 37015
STINNETT JAMES W JR ETUX YVONNE	HWY 12S 1830	ASHLAND CITY, TN 37015
HOOTEN ANTHONY D	2305 SIEFRIED ST	NASHVILLE, TN 37208
DEVILLE BELTON M ETUX LOUISE	ALLENWOOD DR 1123	ASHLAND CITY, TN 37015
BRADEN SANDRA CHARLES	ALLENWOOD DR 1119	ASHLAND CITY, TN 37015
YOUNG-SEIGLER ARTENZIA C	ALLENWOOD DR 1115	ASHLAND CITY, TN 37015
MEADOWS DIANA GAYLE ETVIR MELVIN AVERY	1022 MEADOW BROOK RD	ASHLAND CITY, TN 37015
WEST BRYAN ETUX CHRISTINA K	ALLENWOOD DR 1105	ASHLAND CITY, TN 37015
RAINES JAMES REX ETUX GEORGE ANNE	P O BOX 224	ASHLAND CITY, TN 37015
MYATT PHILLIP W ETUX VICKEY L	WILLIAMSBURG RD 1004	ASHLAND CITY, TN 37015
ROSE GASSER FAMILY TRUST % ROSE B GASSER	ALLENWOOD DR 1009	ASHLAND CITY, TN 37015
KRANTZ BILL FRANK	ALLENWOOD DR 1000	ASHLAND CITY, TN 37015
POSS JOHN	ALLENWOOD DR 1004	ASHLAND CITY, TN 37015
SHARPE LEE & SHER SHAPRE	ALLENWOOD DR 1010	ASHLAND CITY, TN 37015
HOUNIHAN KEVIN	ALLENWOOD DR 1108	ASHLAND CITY, TN 37015
KEPHART BRYAN W	ALLENWOOD DR 1112	ASHLAND CITY, TN 37015
ADAMBERGER DEREK ETUX ALYCIA	ALLENWOOD DR 1114	ASHLAND CITY, TN 37015
WILLIAMS ROBERT W	6060 N CENTRAL EXPY #560	DALLAS, TX 75206
BIGGS HERBERT D SR ETUX KAYE D	WILLIAMSBURG RD 1105	ASHLAND CITY, TN 37015
JONES JAMES W JR	WILLIAMSBURG RD 1110	ASHLAND CITY, TN 37015
MIKLICH HENRY A ETUX JANE O	RIVERVIEW LN 1055	ASHLAND CITY, TN 37015

Cellco Partnership d/b/a Verizon Wireless ("Vendor") and the State of Tennessee, Department of General Services, Central Procurement Office have entered into a contract for Cellular Devices, other Devices, Services, Accessories and Business Solutions with an effective date of November 1, 2019 (together with any and all amendments and/or addenda thereto the "Contract"). Pursuant to the Contract, [Enter-Eligible Entity Name Ashland City Police Department], a

Tennessee State governmental entity; Tennessee local governmental agency; member of the University of Tennessee or Tennessee Board of Regents systems; private not-for-profit institution or higher education chartered in Tennessee; or any corporation which is exempted from taxation under 26 U.S.C. Section 501c (3), as amended and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tennessee Code Ann. 33-2-10001), is eligible to participate under the Contract as an authorized user ("Authorized User"). Authorized User and Vendor may be referred to herein individually as "Party" and collectively as "Parties." All capitalized terms not defined herein shall have the meaning provided in the Contract.

In accordance with the Contract, the Authorized User may, pursuant to this Authorized User Agreement (the "User Agreement"), purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. Orders placed under the Contract through a Verizon Wireless online portal are subject only to the Contract terms and conditions. Any online Verizon "Terms of Service" do not apply to purchases made under the Contract.

Furthermore, the Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, User Agreement, and any and all amendments, addenda and schedules thereto, as well as the terms and conditions of all plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User by signing below agrees to be subject to the terms and conditions of the Contract and this User Agreement. By placing an order under the Contract, each and every Authorized User provides its consent to the disclosure, by Verizon Wireless to the State of Tennessee, Department of General Services, Central Procurement Office or its designee, upon the State of Tennessee, Department of General Services, Central Procurement Office request or as part of a contractual reporting requirement to the State of Tennessee, of its Customer Proprietary Network Information (CPNI), as defined by the Federal Communications Commission (FCC), or other Authorized User/account information, for purposes of managing the Services and Products provided under this User Agreement and the Contract;
- (5) This User Agreement will be effective when executed by the Authorized User and accepted by Vendor;
- (6) Authorized User acknowledges and agrees that the State of Tennessee, Department of General Services, Central Procurement Office (or successor agency) and Vendor may modify the Contract at any time and Authorized User shall be subject to all of the terms and conditions set forth in the Contract as so modified, and agrees to be bound by such modifications. If Vendor and the State of Tennessee execute a new agreement that supersedes the Contract, any User Agreement previously entered into under the Contract that is still in effect shall be deemed subject to the new agreement. Authorized User will ensure that wireless services and products purchased under the Contract via this User Agreement will only be used for government, not-for-profit or private education business;

- (7) The undersigned is duly authorized by the Authorized User to designate the individual(s) (the "Authorized Contacts") set forth below who are authorized to access the Authorized User's account, established pursuant to this User Agreement, to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, and the Contract;
- (8) The Contract specifically authorizes the purchase of wireless services and products only by an Authorized User. No third party, including but not limited to Authorized User's agents, contractors, vendors, distributors, contract employees, members, franchisees, parents or affiliates, is permitted to purchase under this User Agreement, except upon written agreement between State of Tennessee and Vendor. Additionally, Authorized User may not resell wireless services or products purchased under the Contract to any third party. Authorized User shall be the customer of record for purchases made under the Contract and this User Agreement, and may not modify the price for any wireless services and products;
- (9) Applications added by device manufacturers or downloaded by end users may enable capabilities (such as file sharing, presence, cloud storage, etc.) that are not managed by Vendor. It is the responsibility of the Authorized User to take appropriate actions to ensure these applications are securely managed and monitored to meet their security requirements as Vendor does not make any representations or guarantees that these products meet any contract security requirements;
- (10) Vendor requires that an authorized representative of Authorized User approve the delegation of an Authorized Contact on your account in writing using this form. An Authorized Contact is defined as an individual who is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by the User Agreement to include access to the account, ability to purchase equipment, add lines of service, cancel service, and make changes to the account that financially bind the Authorized User ("Authorized User Subscriber billed lines"). Authorized User billed lines of service are billed under the "Authorized User Name" and "Authorized User Federal Tax ID". At the request of the Authorized Contact, monthly billing for Authorized User billed lines of service can be sent to the Authorized User address. By completing Schedule 'A' "Request for Authorized Contact" and signing this form you have certified that you have the authority to bind the Authorized User to the terms of this User Agreement, including any financial terms.
- (11) The following employee(s) are authorized to access the account, purchase equipment, add lines of service, cancel service, make changes to the account and to sign a Vendor customer service order for Authorized User billed lines of cellular and paging service. Subsequent changes or removal of an Authorized Contact or Point of Contact information on your account must be in writing.

Schedule 'A' – "Request for Authorized Contact" - List below the employee(s) that you are designating as Authorized Contact(s).			
Print Name:		Print Name:	
	Jas		
on Matlock			
Title:		Title:	
	De		
puty Chief			
Office Phone:		Office Phone:	
Cell Phone:		Cell Phone:	
	<u>615</u>		
4058806			

2 of 4 | F

Email Address:	Email Address:
<u>Jas</u>	
on.matlock@ashlandcitytn.gov	

Schedule 'B' – "Eligible Entity Information" - Enter below the Eligible Entity's information.

Participation Eligibility – check only one box (REQUIRED):

1. Tennessee State Agency:

(e.g., Tennessee Department of Health, etc.)

2. Tennessee Local Governmental Agency:

(e.g., Anderson County, etc.)

3. Member of the University of Tennessee or Tennessee Board of Regents system:

(e.g., Middle Tennessee State University, etc.)

4. Private nonprofit institution of higher education chartered in Tennessee:

(e.g., King University, etc.)

5. Corporation which is exempted from taxation under 26 U.S.C. Section 501c(3):

Questions regarding your organization's eligibility to purchase from this Contract may be directed to State of Tennessee, Department of General Services, Central Procurement Office at (615) 741-1035 or https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/contract-information.html

Verizon Wireless Information to be completed by Account Manager.	
Account Representative Name:	
	<u>——Alan</u>
Quenelle	
Account Representative Address/Location:	
	<u> 9005</u>
Overlook Blvd, Brentwood, TN 37027	
Manager Name:	
	<u> Rick</u>
Somers	
Account Numbers:	
Add Domain(s):	

Existing Employee Profile:	Existing Corporate Profile:	Or Create <u>New</u> Profile (check only <u>1</u> box below):
	4846964	,
		<u>Corporate</u> Only:
		M2M Only:
		Corporate & M2M:
		Employee Only:
		Corporate & Employee:
		Corporate, Employee & M2M:

In no event will Vendor or the State of Tennessee be liable for any indirect, special, consequential incidental, or punitive damages, however caused, which arise out of any act or failure to act relating to this User Agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages. This Agreement and the Contract set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersede any and all previous communications, representations or agreements, whether oral or written. If any provision of the User Agreement or Contract conflicts with the law under which the agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with such applicable law. The remainder of the agreement shall remain in full force and effect.

The Authorized User represents and warrants that: (a) it has received or read a copy of the Contract; (b) the execution, delivery and performance of this Authorized User Agreement has been duly authorized by all necessary action to the extent applicable; and (c) the person signing this Agreement is duly authorized to execute this Agreement and bind the Authorized User.

Agreed and Accepted:

Authorized User:	
i <mark>ignature:</mark>	
Printed Name:	
Citle:	
Date:	

Child Advocacy Center for the 23rd Judicial District

INTERAGENCY AGREEMENT

The mission of the 23rd Judicial District Child Advocacy Center is to provide a safe and child-friendly Center so the multidisciplinary team members can provide comprehensive services to children dealing with sexual and physical abuse and their non-offending family members. The 23rd Judicial District CAC will serve to improve efficiency and effectiveness of investigations, reduce trauma to child victims, and better coordinate services to victims and their families. The Child Advocacy Center facilitates an interagency multidisciplinary approach to address the needs of abused children in a facility, which has been specially designed to create a sense of safety and security for children.

Each of the undersigned agencies has specific responsibilities with regard to the investigation, assessment, medical, therapeutic treatment and prosecution of cases of child sexual abuse and severe physical abuse. We acknowledge that through these respective agencies, and through public support and awareness, The Child Advocacy Center will unify our community in the daily struggle to ensure the protection of the children of the 23rd Judicial District.

GENERAL PROVISIONS

- 1. Each agency will work and assist all partner agencies, to include the Child Advocacy Center to ensure that the best interest and protection of the children will be served.
- 2. The appropriate law enforcement agency is to investigate and determine whether or not a crime has been committed, and to present information to the proper authorities for prosecution
- 3. The Department of Children's Services (DCS) is responsible for protection of children from harm by their parents or others responsible for their care. DCS is responsible to conduct investigations to determine the degree of risk to the children, to make efforts to ensure their safety, and to provide services for rehabilitation of the family.
- 4. The Office of the District Attorney is responsible for assessing the legal aspects of the case in accordance with its prosecutorial role.
- 5. All reasonable efforts will be made by each agency to coordinate each step of the investigation/assessment process in order to minimize the number of interviews and interviewers to which the child is subjected, to reduce the potential trauma to the child.
- 6. All agency representatives will receive and follow the Child Protective Investigation Team Investigative Protocol.
- 7. All agencies participating in current investigations are expected to attend the Child Protective Investigation Team (CPIT) meetings as scheduled.
- 8. The locations of CPITs are as follows:
 - a. Cheatham 286 Frey Street Suite 102. Ashland City, TN 37015.
 - i. The first Friday of the month at 8:30am
 - b. Dickson 604 Spring St Charlotte, TN
 - i. The first Tuesday of every month at 1:00pm
 - c. Humphreys 102 Thompson St, Waverly, TN 37185
 - i. The first Wednesday of every month at 10:00am

- d. Houston 4725 E Main St Ste, Erin, Tennessee 37061
 - i. The last Monday of every other month at 9:00am
- e. Stewart 112 Natcor Drive Dover, TN
 - i. The first Thursday of every month at 10:00am
- 9. All agency representatives are encouraged to take advantage of continuing education opportunities in the areas of child sexual abuse, severe physical abuse, and multidisciplinary team dynamics. The Child Advocacy Center will provide financial support for these trainings when possible. Each agency will provide opportunity for these trainings for their Child Advocacy Coworkers when possible.
- 10. Each agency will work within its departmental mandates and policies. Nothing contained herein supersedes the statutes, rules and regulations governing each agency.
- 11. All agencies participating with The Child Advocacy Center agree to provide specially trained professionals with skills in assessment, and investigation of child sexual abuse and severe physical abuse.
- 12. All agencies participating with The Child Advocacy Center agree to conduct investigations and provide services in a culturally appropriately manner. The Child Advocacy Center will maintain a resource library regarding multi-cultural issues and services. Any agency representative needing information or training in a specific area should contact The Child Advocacy Center director with their specific need.
- 13. All personnel participating with The Child Advocacy Center, within the bounds allowed by law, agree to maintain confidentiality of all records and information.
- 14. All agencies participating with The Child Advocacy Center will immediately share pertinent case information with the appropriate agency as permitted by law.
- 15. The Child Advocacy's Center Interagency Agreement may be modified with the consent of all signatories.
- 16. Each individual investigating a case for their respective agency is encouraged to conduct an independent investigation, simultaneously with other partner agencies with the goal of reaching collective conclusion based on the information obtained from all investigative parties.
- 17. Any Conflicts or divergence from the protocols and procedures that occur between agencies regarding cases will be addressed by a meeting between CPIT Management Team.
- 18. As Agencies become parties to this Agreement, whether housed at The Child Advocacy Center or not, they will agree to follow the provisions as outlined in this document.
- 19. Signatories of this Agreement will include the following agencies:
 - a. District Attorney General's Office
 - b. All local law enforcement agencies within the 23rd Judicial District
 - c. All involved Department of Children's Services Agencies within the 23rd Judicial District.
 - d. All Juvenile Courts involved within the 23rd Judicial District.
 - e. Any other agency/organization that will house personnel or provide services for children and families through The Child Advocacy Center.
- 20. CPIT Management members will meet quarterly to discuss issues regarding CPIT and may call special order meetings when necessary.

Addendum A: CPIT Guidelines and Protocol

Addendum B: FI Protocol

Addendum C: Confidentiality Statement (signed before every CPIT convenes)

Child Advocacy Center for the 23rd Judicial District

INTERAGENCY AGREEMENT: APPROVAL SIGNATURES 2021-2022

INTERAGENCY PARTICIPATION AGREEMENT AND CONFIDENTIALITY STATEMENT

Signatures contained on this document acknowledge the participation by the agency represented and affirmation that the participating agency and all members of that agency will adhere to this agreement and protocol to the best of their ability.

As supervisors of the 23rd District Children's Protective Investigative Team, we agree that information shared among Team members during the case staffing process shall remain confidential. We also agree to provide supervision and training to each of our staff concerning the need for confidentiality about the shared information at the case staffing.

Individual signature sheets to include signatures by the following:

Ray Crouch District Attorney General	Tad Wheeler Pleasant View Chief of Police
Mike Breedlove Cheatham County Sheriff's Department	Chris Davis Humphrey's County Sheriff's Department
Kevin Sugg Houston County Sheriff's Department	Frankie Gray Stewart County Sheriff's Department
Tim Eads Dickson County Sheriff's Department	Kenny Ray Ashland City Chief of Police

Dennis Honholt Jeff Lewis Dickson City Chief of Police Dover City Chief of Police Mark Moore Eugene Ivey Erin City Chief of Police Kingston Springs Chief of Police Eric Jernigan Bronson Morgan McEwen City Chief of Police New Johnsonville City Chief of Police Grant Gillilspie Chris Fulcher Waverly City Chief of Police White Bluff City Chief of Police Jerone Holt Kathryn Norbeck 23rd CAC, Executive Director Burns City Chief of Police

Mary Beth Duke Angel Miller **CPS Statewide Director CPS Statewide Director** Dickson, Houston, Humphreys, Stewart Cheatham Cindy Sensing Patricia Miller Juvenile Court Liaison, Dickson Juvenile Court Liaison, Stewart Lori Teffit Vincent Morgano Juvenile Court Liaison, Cheatham Juvenile Court Liaison, Houston Patricia Miller Karen Hurd Juvenile Court Liaison, Humphreys Juvenile Court Liaison, Stewart Sue Fort White Our Kids, Executive Director

Addendum A

23RD District CHILD PROTECTIVE INVESTIGATIVE TEAM

GUIDELINES AND PROTOCOL

2021-2022

Department Of Children's Services

1. A child severe abuse case is reported to the Department of Children's Services (DCS). If it appears that the immediate safety or well-being of a child is endangered, that the family may flee or the child will be unavailable for purposes of conducting a child protective investigation, or that the facts otherwise warrant, DCS shall commence an investigation immediately, regardless of the time of day or night. In all other child severe abuse cases, a child protective investigation shall be commenced within 24 hours of receipt of the report. 37-1-606(a)

Immediately upon receipt of a report alleging, or immediately upon learning during the course of an investigation, that:

- (A) Child severe abuse has alleged to have occurred; or
 - (8) An observable injury or medically diagnosed internal injury occurred as a result of sexual or severe physical abuse, DCS shall notify a minimum of 2 additional CPIT team members, i.e., District Attorney and Law Enforcement, or a representative of the Child Advocacy Center (CAC), with the intent of convening CPIT and discuss the strategy for conducting the investigation. Also obtaining approval of appropriate Team Leader.
- (C) Discussion between members should address these questions;
 - 1) Is perpetrator in/out of home?
 - 2) Grounds for responding before allotted timeframe?
- (D) If the District Attorney's office is not one of the members contacted, the CPS worker will contact the DA's office via fax or direct contact, upon the opening of the next business day.
- 2. DCS will arrange for the child to be interviewed by the Child Advocacy Center for the 23rd Judicial District's Forensic Interviewer(s) within DCS policy time frames or as the team determines in CPIT cases. It shall be the preferred procedure of the CPIT that any allegation of severe abuse, i.e., sexual, physical, drug exposure, is reported to Law Enforcement prior to the interview so that joint interviews between DCS and the Law Enforcement shall be conducted at the 23rd District Child Advocacy Center whenever possible. The CAC Interviewer will be contacted about performing the interview. The CAC forensic interviewer will perform ALL interviews of severe abuse, unless there is a scheduling conflict that will prevent them from doing so or the team determines another interview format is in the best interest of the child. A team member who has received forensic interview training may perform the interview under this circumstance. The CAC is available to any team member meeting the FI statute requirements that may be interviewing children. This will allow audio and videotaping of the interviews. DCS will share information from the initial referral and collateral sources with all CPIT partners.
- 3. Coordinate all investigations with the members of the CPIT. This is to include, but not limited to:
 - A. Interviews of families, witnesses and the person to whom child made initial disclosure.
 - B. Determination of safety issues
 - C. Arranging Medical Legal Exams (MLE's) when necessary
 - D. Obtaining copies of medical reports and transcripts of interviews when necessary
 - E. Forensic interviews will be performed by the 23rd District CAC, unless scheduling conflicts exist or it is otherwise determined to be contrary to the best interest of the child.

Participate in and present cases at CPIT staffing. Have case files reviewed and complete

- Page 61 -

to staffing. DCS and Law Enforcement investigators shall confer about their investigation prior to staffing to recommend dispositions. Follow CPIT Presentation Sheet when presenting cases at staffing.

- 5. Handle non-criminal court proceedings as related to the protection of the child and be available to assist the CPIT criminal proceedings as well.
- 6. Prepare paperwork for cases and send to the ADA for case preparation within 10 working days after cases are indicated for prosecution in staffing. This shall include DCS case file, medical reports, prior referral information of the child(ren) involved and the alleged perpetrator, and any other information necessary for the successful prosecution of the case that is requested by the District Attorney's Office.
- 7. DCS will contact the Victim Witness Coordinator or the ADA with the case status, a copy of additional records and the name of the new case manager or therapist, when applicable. Past records and other necessary information shall be provided when requested.
- 8. All cases of severe abuse will be brought in front of CPIT in order to comply with TCA 37-1-607. In any case investigated solely by DCS, DCS shall make a complete written investigative report, including its recommendation, within 60 days to the juvenile court. (Unless meeting exceptions as noted in Policy 14.7. Page 1 *exceptions). The District Attorney General shall also be provided a copy of any report in all cases where the investigation determines that the report was indicated. 37-1-406(i)
- 9. DCS shall notify the person reporting child sexual or severe physical abuse that a child protective investigation occurred as a result of the report within 10 days of the completion of the child protective investigation (if requested at the time of the report). 37-1-612(9)
- 10. DCS will staff case with Our Kids to determine need of a Forensic Medical Examination, or when the examination is deemed instrumental to the investigation.
- 11. DCS will obtain a signed copy of the CPIT form on cases being presented at CPIT staffing. If there is not a consensus (majority) rule on a case, the case will be reviewed by the Director of Investigations/designee who shall conduct a review the request. The Director of Investigations/designee will make a final classification decision, send written notification to the team and the team leader shall notify all CPIT members of the classification assigned by the Director of Investigations or his/her designee.
- **12**. DCS will provide the CAC with non-severe meth or drug endangered referrals when DCS deems the CAC can provide a needed service.

Law Enforcement

- 1. Report to DCS any receipt of a case involving child sexual or severe physical abuse immediately. 37-1-605(2)
- 2. It shall be the preferred procedure of the CPIT that the interview of a victim be conducted by DCS or a forensic interviewer at the 23rd District CAC whenever possible. Joint interviews between Law Enforcement and DCS or the forensic interviewer are recommended and shall be conducted at the 23rd District CAC whenever possible. Should the victim interview have to be conducted by the Law Enforcement investigator, a written synopsis of the interview shall be provided to the DCS case manager prior to staffing. Interviewers shall use victim sensitive interview techniques.
- 3. Collect and process evidence (crime scenes, MLE's, search warrants, scene searches, computers, etc.). Evaluate the propriety of conducting scene searches and applications for search warrants as soon as possible.
- 4. Interview and take statements from possible witnesses and coordinate efforts with DCS, including witnesses to whom child made allegations.
- 5. Request copies of medical reports when necessary.
- 6. Interview the perpetrator prior to staffing. Notify DCS to observe perpetrator interviews when possible.
- 7. Participate in staffing of cases and give requested information to DCS at least one week prior to staffing. Have case files reviewed and completed prior to staffing. DCS and LAW ENFORCEMENT shall confer about their investigations prior to staffing to recommend dispositions.
- 8. Compile case for the ADA. Include police reports, DCS reports, MLE's, evidence, etc. prior to Grand Jury, cut off dates for presentation purposes. Also include prior criminal investigations for sexual or physical abuse, neglect or domestic violence on alleged perpetrator.
- 9. When possible, review case with the ADA prior to obtaining arrest warrants. Notify the ADA or Victim Witness Coordinator with family information and warrant number as soon as possible.
- 10. Present case to the Grand Jury.
- 11. Make arrests on indictments as quickly as possible and notify DCS, ADA or Victim Witness Coordinator of any arrests as quickly as possible.
- 12.No later than 60 days after receiving the initial report, DCS or CPIT in case of child sexual or severe physical abuse shall determine whether the reported abuse was indicated or unfounded and report its findings to the DCS abuse registry. 37-1-406(1)

District Attorney/Victim Witness

- 1. Be available to Law Enforcement agencies, DCS and other agencies involved in the child abuse or child neglect investigation for consultation.
- 2. Participate in CPIT staffing.
- 3. Make decision to prosecute or not prosecute at final staffing of cases.
- 4. Notify DCS, LAW ENFORCEMENT, 23RD DISTRICT CAC and family if cases will not be indicted within 15 days of the completion of the investigation.
- 5. Prepare cases for indictment 60 days after receipt of completed case file.
- 6. If indicted, notify LAW ENFORCEMENT.
- 7. Inform victim, family and DCS of indictment/arraignment and case's progress throughout the Criminal Court process.
- 8. The Victim Witness Coordinator in coordination with the 23RD DISTRICT CAC will arrange Court preparation for victims and their families.
- 9. Coordination of witnesses for trial utilizing the "on call" system when possible.
- 10. Discuss disposition/settlement with the family of the victim. When possible, it is recommended that the ADA discuss the disposition/settlement with LAW ENFORCEMENT.
- 11. Notification of witnesses, including DCS and LAW ENFORCEMENT, of final disposition of cases.
- 12. Provide family of victims with form letter for notification by State Board of Paroles of any parole hearings.
- 13. Provide Victims Compensation information to families.
- 14. Maintain vertical prosecution of arrest warrants cases.
- 15. Provide training for all ADA's to report to DCS all cases of child physical and emotional abuse or neglect cases appearing on General Sessions court dockets.
- 16. District Attorney's Office agrees to coordinate interviews, share relevant information and use victim sensitive interviewing procedures.

Mental Health

- 1. Participate as a CPIT member and attend monthly CPIT meetings.
- 2. Offer consultation to the CPIT team regarding the effects of trauma generally on children and non-offending caregivers, as well as their needs and interactions with other agencies and systems.
- 3. Support CPIT in the monitoring of treatment progress and outcomes for ongoing cases. Mental health provider will be available to consult with team as questions and concerns may arise through the life of a case.
- 4. Assist in special investigation when requested.
- 5. Provide crisis intervention when requested.
- 6. Mental health consultants must hold a masters degree in counseling or related field with specialized training in the dynamics of child sexual and severe physical abuse victimization and offenders, preferably with a mental health related license.
- 7. Assist in preparation of victims for trial process if needed.

23rd District (CAC) Child Advocacy Center

- 1. Provide child-friendly environment for victims of child sexual and severe physical abuse, drug endangered severe cases, as well as children who have witnessed domestic violence, to be interviewed, utilizing audio and video-taping.
- 2. Prepare staffing schedule for sexual and severe physical abuse cases. Drug endangered children when classified as severe, and other cases that may be moved into the severe category. Copies of staffing sheets are to be distributed 5 working days prior to staffing dates.
- 3. Facilitate the CPIT case staffing meetings. Meetings will be facilitated by the CAC's CPIT Coordinator or another CAC representative.
- 4. Provide ongoing training opportunities for the CPIT.
- 5. Facilitate quarterly CPIT management meetings to provide an opportunity for CPIT members to give feedback and suggestions among CPIT agencies.
- 6. Facilitate at least 2 CPIT trainings for all team members per year.
- 7. Provide trained forensic interviewers to conduct interviews with children who are referred to the 23rd District CAC, for allegations of abuse (see Forensic Interview Protocol).
- 8. Provide clinical services, which include therapy and family advocacy, designed to address child abuse in a child centered setting.
 - Crisis intervention and assessment to include safety planning and risk assessments for the child and/or non-offending caregivers throughout the life of the case.
 - Determination and assessment of individual needs including cultural assessments, developmental needs, etc... and ensure those needs are addressed throughout the life of a case.
 - Meet with the child and non-offending caregiver(s) during the forensic interview to support and inform the family about the multi-disciplinary response and coordinated team approach as well as to determine any immediate needs of the child or caregivers.
 - Provide education and information on accessing victim's compensation funds including help with completing and filing the application if needed.
 - Provide information and referrals for trauma focused mental health and specialized medical treatment that may be provided on-site or off-site as needed.
 - Coordinate access to transportation for interviews, court, mental health or medical treatment as needed.
 - Be engaged with the child and non-offending caregiver throughout the life of the case.
 - Participate in the CPIT case review meetings to represent and discuss the needs of the child and non-offending caregiver and support services and to ensure coordination of services and voice the concerns or questions of the child and/or non-offending caregiver.
 - Update the child and non-offending caregiver on case status, continuances, dispositions, sentencing, inmate status notification if available.
 - Provide court education and/or courtroom tours, support and court accompaniment at the request of the child/non-offending caregiver.
 - Communicate with the District Attorney's Office to coordinate any additional victim advocacy

services that may be needed or requested by the child and/or non-

- 9. Provide confidentiality agreement for CPIT managers to sign in order to protect sensitive information shared among CPIT members (See attachment).
- 10. Collect statistical information from CPIT staffing as mandated by grants and for research projects as determined by CPIT.
- 11. On call contact information for after-hours cases is: 931-637-5852.

Medical Examinations

All medical examinations, medical history and the preparation of the child for the medical exam will be conducted by a licensed medical doctor, nurse practitioner or other qualified medical professional. Specialized medical evaluation and treatment services are available to and coordinated with the multidisciplinary team response by Our Kids Center with the CAC. Our Kids staff has extensive training in the area of child abuse and in providing the medical legal exam (MLE). Our Kids Center shall be the preferred agency for conducting medical exams.

- 1. A written report of the medical evaluation will be sent to DCS or Law Enforcement within 30 days of the medical examination.
- 2. The medical professional shall not obtain the child's statement in an investigatory interview. However, a history for purposes of medical evaluation and treatment shall be obtained, especially when the allegations are of recent origin and/or because of the emergency nature of the exam when a DCS interview has not yet been conducted.
- 3. Prior to the medical examination, the medical professional shall contact DCS or Law Enforcement to obtain any pertinent information relevant to the investigation and the medical evaluation. If the victim is 5 years or younger, the DCS case manager or forensic interviewer will attempt to conduct a victim interview prior to medical examination if possible.
- 4. Medical exams are provided through Our Kids Center 24 hours a day, 7 days a week. For children for whom the investigative team has reason to believe that a sexual assault has occurred within the previous 72 hours, the team should consult with Our Kids staff to see if an exam needs to be done emergently at General Hospital by Our Kids staff. When alleged abuse has occurred outside this time frame, a member of the multidisciplinary team may schedule medical evaluations upon referral.
- 5. All anogenital exams conducted at Our Kids Center or the CAC will be documented in a detailed written report and will be photo documented whenever possible.
- 6. For children seen in the Emergency Department of 23rd District (CAC) Hospital, CAC office or Dr. McNeal's office, following an acute assault, standard procedure for rape kit collection and preserving the chain of custody for evidence will befollowed.
- 7. Multiple exams should be avoided. Our Kids Center will continue to work on establishing and maintaining working relationships with area physicians and hospitals regarding consultation and referral. Area health care providers routinely refer patients to Our Kids Center.
- 8. Alleged victims of sexual abuse needing medical evaluations and/or treatment will be seen regardless of ability to pay.
- 9. Participate in regularly scheduled CPIT meetings.

Juvenile Court

There are complex needs for the children and families involved with the Juvenile Justice system requiring the provision of services and benefits provided by multiple agencies outside of probation that may support successful rehabilitation and return to the community.

- 1. Participate as a CPIT member
- 2. Report to DCS any receipt of a case involving child sexual or severe physical abuse immediately. 37-1-605(2)
- 3. Aid CPIT partners in obtaining necessary court documents (i.e., filing of charges, etc.) injuvenile court when applicable.
- 4. Participate in a minimum of 1 CPIT training annually.
- 5. Provide 1 training annually regarding the juvenile court process.



Child Advocacy Center for the 23rd Judicial District Cheatham, Dickson, Houston, Humphreys, and Stewart Counties

Forensic Interview Protocol 2021

Mission Statement

To provide a safe and child-friendly Center where alleged child victims and their non-offending caregivers can obtain comprehensive services from a team of professionals.

Goals

- To provide a community based setting for the skilled and objective evaluation of children identified as possible victims of child sexual and severe abuse.
- To provide an opportunity for agencies and professionals mandated to intervene in suspected child sexual and severe abuse cases to collaborate.
- To minimize the possibility of redundant interviewing by facilitating interagency cooperation.
- To provide appropriate crisis intervention and referral for children as needed.
- To serve the community by supporting varied education, training, treatment, research and prevention efforts addressing child abuse.

Referral Criterion

A referral for the Child Advocacy Center for the 23rd Judicial District (CAC) evaluation may be received from the Tennessee Department of Children's Services (DCS), local Law Enforcement officials, or other members of CPIT. The referral will meet the following criterion as part of an ongoing investigation:

- Children ages three (3) through seventeen (17) as deemed appropriate.
- Complaint is of a sex crime as defined in TCA 37-1-602.
- Complaint is of severe physical abuse.
- Child is witness to, or a victim of, a violent crime or act.
- In suspected multi-victim cases, the number of children evaluated may be limited and such limitation shall be established in consultation with the Tennessee Department of Children's Services (DCS).
- Cases with a history of prior interviews will be accepted at the discretion of the CAC.
- * Courtesy interviews that do not meet the above criteria may be conducted at the discretion of the CAC.

Referral Procedures

The Tennessee Department of Children's Services (DCS), local Law Enforcement officials, or other member of CPIT makes a request for a forensic interview. A referral is submitted to the Child Advocacy Center for the 23rd Judicial District (CAC). The referral is screened to ensure the referral meets the CAC's criteria. If criteria are met, an appointment is scheduled with the family by the requesting party for a forensic interview.

- 1. Referrals are accepted from DCS, Law Enforcement (LE), or CPIT members only. This is to ensure the participation of all agencies that are mandated to investigate these allegations.
- 2. A referral is submitted with identifying information, including a description of the allegation that was made. The interviewer shall obtain all information relevant to the interview, prior to the interview. To minimize the possibility of redundant interviewing, cases with a history of prior interviews will be discussed in detail and all documentation of prior interviews must be received. This includes previous forensic interviews, Our Kids exams/interviews, forensics in other jurisdictions, DCS interviews, law enforcement interviews, etc.
- 3. The forensic interviewer and DCS/LE will coordinate schedules to choose a date and time for the interview. Once the time is set, the party requesting the interview will confirm the appointment with the family.
- 4. A case manager from DCS shall be present to observe the child forensic interview. At least one member from the investigation shall be present for the forensic interview in order for the interview to begin, preference is for both DCS and Law Enforcement officials to observe the interview. If the assigned DCS case manager cannot be present to observe the child interview, a representative from DCS must be present. Non-CPIT members will not be allowed to observe the interview.

Evaluation Procedures

Upon arrival to the Child Advocacy Center for the 23rd Judicial District (CAC), the child and parent/guardian will be introduced to the forensic interviewer. The family advocate will meet with the parent/guardian to answer any questions the parent/guardian has about the interview. The family advocate will escort the child to an interview room. The forensic interviewer shall conduct an interview with the child in room where members of CPIT can observe through closed circuit computer screen. The forensic interview is a specialized interview that follows a certain format.

All interviews will be video recorded in their entirety and are labeled and dated (See Video Recording Protocol). Recordings are to be conducted in accordance with Tennessee Code Annotated §24-7-123.

Interviews will generally be conducted at the Child Advocacy Center in Charlotte, TN or at one of the satellite offices in Cheatham county in a minimum number (one to two) sessions. In the event of a missed appointment, interviews must be rescheduled within a timely manner. If three scheduled appointments are missed, the referral will be returned to the referring agency.

Once the interview is completed, the CPIT team member(s) present for the interview, with the exception of the Forensic Interviewer, will meet with the family. This will be to inform the family of the remaining necessary steps that will need to be taken in the investigation. Whereas the DCS/LE team members are conducting the investigation, it is their judgment as to what information they give the family following the forensic interview.

Written Summary

The forensic interviewer will prepare a written summary of the interview within 10 business days of the interview.

Chain of Custody for Recording

DVDs and all other pertinent information will be distributed to the Tennessee Department of Children's Services and/or Law Enforcement official as needed upon request. DVDs will be kept in the custody of the Tennessee Department of Children's Services. The recording is the property of DCS and/or Law Enforcement.

An archived copy of the interview will be kept in electronic format at the Child Advocacy Center in Charlotte, TN. Any request for the recording must be made to DCS or Law Enforcement. CAC will not reproduce the recording for any entity or organization other than DCS or Law Enforcement.

Other Duties

- Forensic Interviewer must participate in multi-disciplinary team review meetings.
- Forensic Interviewer will coordinate interview schedules with DCS investigators and LE officials.
- Provide testimony in pertinent court proceedings.
- Provide or enter data for tracking reports.
- Dedicate ten to fifteen percent of the interviewer's time to training or providing consultation to other professionals in the performance of child interviewing techniques, and current research and controversies relevant to court testimony.
- Participate in peer review assessments, supervisory evaluations, and attend periodic meetings for child forensic interviewers.

Video Recording Protocol

Monitoring the Interview

All child interviews conducted at the Child Advocacy Center for the 23rd Judicial District (CAC) will be video recorded. Those monitoring the interview must pay close attention to the interview in progress and take detailed notes of the interview. Those notes may be required to supplement or explain any identified technical or other difficulties with the DVD. They are there to assist the interviewer in conducting a comprehensive and sensitive interview with the child. Generally, the interviewer should consult with those monitoring the interview. The purpose of the consultation is to ensure that the interviewer has elicited all relevant information from the child. Persons who are not CPIT members will not be allowed to monitor the interview or be present during the interview of the child, including the child's parent or guardian. Department of Children Services personnel must be present during the forensic interview process. Law Enforcement must be at forensic interviews to observe under the majority of interviews and the Assistant District Attorney is invited to observe as well.

Video Recording the Interview

The DVDs are not the property of the CAC. The CAC does not have the authority to release DVDs to persons who are not members of the investigative team. All DVDs will be labeled with the child's name and date of the interview as well as the name of the person(s) investigating the case.

Recording and Securing the DVD

Confidentiality of the DVDs will be preserved and protected. All DVDs will be kept in secure storage until released to the Tennessee Department of Children's Services. DCS will be given the original DVD. A chain of custody form will be signed identifying the individual to whom the DVD is released. The form will be filed with the case information at the CAC. A copy of the interview will be made for the forensic interviewer to review for completion of the interview summary. This copy will be kept at the CAC in Charlotte, TN in secure storage. Copies of the written summary will be kept for 7 years with the archived recording being kept for at least one year after the Child's 18th birthday.

Criterion for Forensic Interviewer

The forensic interviewer employed by the CAC shall meet the following requirements as discussed in Tennessee Code Annotated §24-7-123:

- Education requirements Graduation from an accredited college or university with a bachelor's degree in a field related to social science, education, criminal justice, nursing, psychology or other helping profession, a master's degree is preferred;
- Experience requirements experience equivalent to three (3) years of full-time professional work in one or a combination of the following: child protective services, criminal justice, clinical evaluation, forensic interviewing, or other comparable work with children, demonstrated professional knowledge of child abuse and neglect and child development (through coursework, professional training, or higher education) and demonstrated experience with interdisciplinary team work;
- Training 40 hours of professional forensic interview training by an approved provider, (i.e., Cornerhouse or National Child Advocacy Center);
- Minimum of fifteen (15) hours per fiscal year in continuing education pertaining to child abuse and neglect;
- Knowledge of child development through coursework, professional training or experience;
- No criminal history;
- Actively participates in peer review; and,
- Follows established forensic interview protocol

Training

Any CPIT Team member that conducts forensic interviews at the CAC must have successfully completed 40 hours of nationally or state recognized forensic interview training that includes child development. The CAC maintains documentation on the CAC Forensic Interviewer's education and training. The records are located in the FI's personnel file. Other CPIT members training documentation is located in the personnel records at their agency.

Continuing Education

The Forensic Interviewer receives a minimum of 15 hours of continuing education pertaining to child abuse and neglect during each fiscal year. The Forensic Interviewer also attends Tennessee Chapter of Children's Advocacy Center Forensic Interviewer quarterly meetings and quarterly Peer Review sessions.

- National Children's Advocacy Center 40 hour Forensic Interviewing Training in Huntsville, Alabama
- National Symposium on Child Abuse in Huntsville, Alabama
- Tennessee Chapter of Children's Advocacy Centers Connecting for Children's Justice Conference in Nashville, Tennessee

Updated 5/8/2021

- CornerHouse Forensic Interview Training
- CornerHouse Advanced Forensic Interview Training (optional)
- Quarterly Lunch-N-Learn Child Advocacy Center Trainings

Interview Process/Methodology

The Forensic Interviewer at the CAC follows the research-based guidelines from the forensic interview training provided by the National Children's Advocacy Center in Huntsville, Alabama. This training model provides the guidelines for forensic interviews that are conducted in a manner that is legally sound, non-duplicative, non-leading, and neutral. The interviews are conducted by trained Forensic Interviewers who have completed a minimum of 40 hours of national or state recognized forensic interview training. Forensic Interviewers also receive a minimum of 15 hours of continuing education pertaining to child abuse and neglect per fiscal year.

Care is taken by the Forensic Interviewer to maintain neutrality in word, tone, and manner and to avoid leading questions, or any other practice which could undermine an interview. The interview rooms are uncluttered with no objects or decorations that could distract the child. Sometime during the interview, the forensic interviewer will take a break and allow the victim to rest, while conversing with the Department of Children Service worker and/or Law Enforcement. This allows input from MDT partners to address any questions that may need to be addressed.

Interview aids such as anatomical drawings are utilized on children under the age of 10 or those with developmental disabilities. An easel for both the interviewer and the victim to draw on is also used. In the event that evidence needs to be introduced, the Forensic Interviewer is permitted to introduce said evidence.

Forensic Interviews for Siblings

According to DCS policy, all children in a home where allegations of sexual abuse are made need to be interviewed, even if only one child is alleging the abuse. Below are some considerations that may be helpful in determining best practice for interviewing siblings:

- 1. Remember to be mindful of who needs a forensic interview
 - A child making statements of sexual abuse
 - A child making statements of severe physical abuse
 - A child witnessing a violent crime or act
 - A child displaying sexually inappropriate behavior

If other siblings are in the same home as the victim and the siblings have not made allegations of sexual abuse, or the victim involved has not reported that a sibling was present, the siblings do not require forensic interviews but upon the request of an agency partner, may be interviewed.

It is best practice for DCS to speak with the siblings at the Child Advocacy Center for the 23rd Judicial District (CAC). If a sibling makes a concerning statement of witnessing the abuse or being abused himself or herself, a referral for a forensic interview should be made.

In the event that it is more convenient for DCS to have the victim and siblings at the CAC on the same day, please make this known when scheduling. A forensic interview will be conducted on the victim only; however,

Updated 5/8/2021

if the victim makes a statement indicating that siblings were involved, we will interview the sibling(s) on the same day. If the victim does not indicate sibling involvement, siblings will not receive a forensic interview, but may be interviewed by DCS at the CAC.

Management of Files

All files of interviews conducted at the Child Advocacy Center for the 23rd Judicial District (CAC) will be stored at the CAC office in Charlotte, TN. After the expiration of one year after the child's 18th birthday, any paper contents of the file may be removed and securely shredded. The paper reports from these interviews will be scanned and saved and backed-up onto the computer should they be needed in the future. This process will be repeated annually.

Interviewing of Children with a Developmental Disability

Specific guidelines will be followed when conducting interviews concerning a child with a developmental disability or special need. The following considerations will be made by the forensic interview in order to gather enough appropriate information to interview the child. This information will be obtained from the referent for the interview:

- The Forensic Interview needs to ask when each referral is made if the child has a developmental disability or other special needs. If it is indicated that there is a developmental disability or special need, documentation will be made on the referral received. The Forensic Interviewer will request the appropriate additional information pertaining to the child.
- The Forensic Interviewer should obtain a copy of the child's most current IEP if available. This copy will be placed in the child's file for review before the interview in order to help assess the most appropriate accommodations. (i.e., hearing impaired, the CAC has a standing MOU with Bridges of Nashville. This interpreter's service will provide sign-language during the forensic interview process in order to execute the interview.)
- Non-English speaking clients have access to interpreters through the Department of Children Services and it is the responsibility of the Department to provide those services.
- The Forensic Interviewer will need to find out what accommodations may be needed and make the arrangements.
- In addition, the following questions need to be asked by the Forensic Interviewers:
 - What is the child's cognitive or developmental age equivalent?
 - How does the child communicate and comprehend language?
 - Is there additional information needed about the child?
 - Are there any classroom accommodations for this child?



National Children's Advocacy Center's Extended Forensic Interview Protocol

In child abuse investigations the single interview model is the approach currently recommended by Multidisciplinary Teams (MDTs), Child Advocacy Centers (CACs), and "best practice" resources throughout the U.S. This model assumes a child is willing and able to discuss the allegation topic and can provide sufficient detail to inform the investigation and to support case decisions. While the single interview approach is sufficient for many children and cases, a subset of children are challenged to participate in such a focused conversation with a stranger and may benefit from more time and an expanded conversation over multiple sessions. As the forensic interviewer and the child will speak on more than one occasion, it is important to insure the forensic integrity of these conversations. The National Children's Advocacy Center (NCAC) offers a model for conducting a multi-session interview of a child, based on current research about the best ways to elicit information from a child. Originally developed in 1997 under the name "Forensic Evaluation" the extended interview protocol has evolved over the years to incorporate new literature and research and was officially renamed the "NCAC Extended Forensic Interview" in 2011. The NCAC offers a three-day training program which prepares professionals to implement the model in their CAC or through their MDT. Since 1999, NCAC has provided extended interview training to over 1,300 professionals nationally and internationally.

Overview of the NCAC Extended Forensic Interview Protocol

NCAC's Extended Forensic Interview (EFI) protocol provides for a flexible number of interview sessions and should be adjusted to the needs of the child; usually varying between two and five sessions. The goal of the EFI is to complete the process with the minimum number of sessions needed to acquire the child's information. Current literature recommends that the time lapse between sessions should be short; so the entire process can be completed within a week or two. EFI sessions should be recorded in the same manner as a single session forensic interview.

Pre-Interview Preparation

Prior to the first meeting with the child the Interviewer should review relevant information, which may include police reports, any report to Child Protective Services, notes or digital recording of any prior forensic interview of the child. Additionally, the Interviewer might familiarize themselves with any available information about the child developmental status and functioning which may impact the child's participation in the interview.

This preparation might include a brief meeting with a primary caregiver to obtain a brief developmental history, family make-up, and particular issues or concerns with cognitive or communicative abilities or limitations. This caregiver meeting is not intended to address issues of the investigation as that is the purview of Law Enforcement and Child Protective Services.

Foundational Session(s) with the Child

Updated 5/8/2021

ITEM # 17.

The purpose of the one or two foundational sessions is to establish rapport, learn about the child's day-to-day life, get a sense of the child's linguistic style and abilities, and familiarize the child with the unique conversational patterns of a forensic conversation (where the child is the holder of the information about their experiences and the adult is asking questions to elicit the child's information and attempt to understand their experience.)

Session 1

The goal of the first foundational session is to build rapport and encourage narrative description/explanation from the child. Guidelines are introduced and practiced. There is an attempt to focus on safe topics and topics that are enjoyable for the child to discuss.

- 1. Explain process.
- 2. Introduce guidelines.
- 3. Employ narrative practice.

Session 2

Guidelines are reviewed and the interviewer continues to build rapport with the child and encourage narrative elaboration about topics under discussion. Focused topics are introduced and explored (Lyon). The Interviewer should follow up on any concerns, hesitancies, or questions that emerge from the child. If the child transitions to topics connected to the allegations, the Interviewer should follow the child's lead; but the discussion of allegation focused topics is not the goal of this session.

- 1. Review guidelines.
- 2. Continue Narrative practice.
- 3. Engage in discussion of family.
- 4. Identify feelings, with examples provided by the child.

Allegation Focused Session(s) with the Child

A report to a Law Enforcement agency and/or Child Protective Services is the starting point for an investigation of child abuse or some other form(s) of victimization. The initial report may be quite detailed or sparse and unclear; but typically contains a specific allegation(s). Part of that investigation includes having a trained professional question the child about people, activities, or locations mentioned in the initial report. The interviewer should not provide answers to the questions or lead the child to make particular statements or draw conclusions. If the child has not spontaneously made reference to the allegation topic, the Interviewer should initiate the discussion in the least leading manner possible. Additional prompts may be necessary if the child remains reluctant. Possible transitions can be planned in advance of this session; but the Interviewer must remain open to following the child's lead and exploring all concerning topics that emerge. The Interviewer should implement good forensic questioning practices in exploring any topics of concern.

Session 3

In this session the EF Interviewer will engage the child in more focused conversation about topics alleged in the initial report. As with any high quality forensic interview, the EF Interviewer should be as non-leading as possible and should always be responsive to any and all concerns raised by the child.

- 1. Review guidelines.
- 2. Transition to allegation topics implementing plan and attending and adjusting to child's responses.
- 3. Follow standard forensic interview procedures, using questions that are as open as possible.

Updated 5/8/2021

Session 4

If additional time is needed for exploration of allegation topics, a second Allegation-focused session can be conducted. This is most likely needed when the child has a complex history and perhaps many things to talk about or a child who is fearful and needs additional time to talk about difficult topics and memories. Again, good forensic practice in use of questions and any strategies (use of free drawing, anatomical drawings, written responses) should be implemented.

Closure Session

The primary goal of this session is to allow the child to have a sense of closure with the EFI process and to have their questions or concerns addressed. This session may not be necessary with many children, particularly if the previous session allowed for the tasks/goals of this session to be accomplished.

- 1. Review guidelines.
- 2. Acknowledge previous discussions without a need to review them.
- 3. Ask if there is additional information that should be added or clarified.
- 4. Ask if child has feelings, thoughts, concerns, or questions?
- 5. Transition to therapy or follow-up, if appropriate.

References

Faller, K. C., Cordisco Steele, L., & Nelson-Gardell, D. (2010). Allegations of sexual abuse of a child: What to do when a single forensic interview isn't enough. *Journal of Child Sexual Abuse*, 19(5), 572–589.

Lamb, M. E., La Rooy, D. J., Malloy, L. C., & Katz, C. (Eds.). (2011). *Children's testimony: A handbook of psychological research and forensic practice*. (Vol. 52). West Sussex, England: Wiley-Blackwell.

LaRooy, D., Katz, C., Malloy, L. C., & Lamb, M. E. (2010). Do we need to rethink guidance on repeated interviews? *Psychology, Public Policy, and Law, 16*(4), 373-392.

Lyon, T. D., Scurich, N., Choi, K., Handmaker, S., & Blank, R. (2012). How did you feel?: Increasing child sexual abuse witnesses' production of evaluative information. *Law and Human Behavior*, *36*(5), 445-457.

Saywitz, K. J., & Camparo, L. (2009). Contemporary child forensic interviewing: Evolving consensus and innovation over 25 years. In B. L. Bottoms, C. J. Najdowski, & G. S. Goodman (Eds.), *Children as victims, witnesses, and offenders: Psychological science and the law* (pp. 102-127). New York, NY: The Guilford Press. Saywitz, K. J., Lyon, T. D., & Goodman, G. S. (2011). Interviewing children. In J. E. B. Myers (Ed.), *The APSAC handbook on child maltreatment* 3rd ed., (pp. 337-360). ThousandOaks, CA: SAGE Publications, Inc.

Addendum C: Confidentiality Statement

By signing below, I am, as a representative of the participating agency, consenting to agreement of the Child Investigation Protection Team (CPIT) Protocol and agree to abide by the protocol outlined. As supervisors of the 23rd District CAC Child Protective Investigative Team, we agree that information shared among Team members during the case staffing process shall remain confidential. We also agree to provide supervision and training to each of our staff concerning the need for confidentiality about the shared information at the case staffing.

Name	Date	
Name	Date	
Ivanie	Date	
Name	Date	
Name	Date	
N		
Name	Date	
Name	Date	
Name	Date	
Name	Date	
Ivanic	Date	
Name	Date	
Name		
name	Date	

ORDINANCE NO.	
---------------	--

AN ORDINANCE GRANTING TO GRANTEE, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG, ACROSS THE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, AND EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE TOWN OF ASHLAND CITY, TENNESSEE, AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, FIBERS, CABLES AND ANCILLARY FACILITIES FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING A CABLE SYSTEM, AS DEFINED HEREIN, FOR A PERIOD OF TEN (10) YEARS, REGULATING THE SAME AND PROVIDING COMPENSATION TO THE CITY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE **TOWN OF ASHLAND CITY**, **TENNESSEE**, USA THAT:

This Franchise Agreement ("Agreement") is between the Town of Ashland City hereinafter referred to as the "Franchising Authority", and Cumberland Connect, a corporation duly organized and validly existing under the laws of the State of Tennessee, hereinafter referred to as the "Grantee," and further defined in **Subsection 1.1.L** below.

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future video programming distribution related needs of the Service Area, as defined in **Subsection 1.1.V** below, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with the Grantee for the construction and operation of a broadband video distribution system on the terms set forth herein.

SECTION 1 Definition of Terms

- **1.1 Terms.** For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
- A. "Additional Franchise" is a franchise other than the Franchise, as defined in **Subsection 1.1.K** below, granted to any third-party, including any renewal of an already existing cable franchise, for the construction, operation or maintenance of a cable system pursuant to the Cable Act, as defined in **Section 1.1.E**, below.
- B. "Additional Franchise Agreement" is an agreement by which the Franchising Authority grants an Additional Franchise.
- C. "Basic Cable Service" is the lowest priced tier of Cable Service, as defined in **Section 1.1.F**, below, that includes the retransmission of local broadcast television signals.

- D. "Board/Council" shall mean the City Council of Town of Ashland City, Tennessee.
- E. "Cable Act" is Title VI of the Cable Act of 1984, as amended.
- F. "Cable Services" shall mean: (i) the one-way transmission to Subscribers, as defined in **Subsection 1.1.X**, below, of (a) video programming or (b) another programming service and (ii) action(s) taken by Subscribers, which may be required for the selection or use of such video programming or other programming service.
- G. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, which shall include video programming, and which is provided to multiple Subscribers within the Service Area.
- H. "Convertor Box" shall mean the device, whether it be a convertor box, set-top box, or terminal, that resides at Subscribers' locations and through which Subscribers receive the Cable Services.
 - I. "Effective Date" shall mean_______, 2021.
- J. "FCC" shall mean the Federal Communications Commission, or successor governmental entity thereto.
- K. "Franchise" shall mean the non-exclusive rights granted to Grantee pursuant to this Agreement to construct and operate a Cable System along the Public Ways, as defined in **Subsection 1.1.**U below, within all or a specified area in the Service Area.
- L. "Grantee" means Cumberland Connect, or the lawful successor, transferee, or assignee thereof.
- M. "Gross Revenues" shall mean all cash compensation or revenues of any kind or nature received directly or indirectly by the Grantee, its subsidiaries or parent, arising from, attributable to, or in any way derived from the provision of Cable Services by the Grantee within the Service Area, as long as all such Gross Revenues are in accordance with generally accepted accounting principles. Gross Revenues include, but are not limited to, monthly fees charged to Subscribers for Basic Cable Service; monthly fees charged to Subscribers for any optional, premium, per-channel or per-program service; monthly fees charged to Subscribers for any tier of Cable Service other than Basic Cable Service; fees for installation, disconnection, and reconnection of Cable Service; late fees assessed for any Subscriber payment obligation; change of service fees; leased channel fees; franchise fees collected from Subscribers, Convertor Box rental or sales fees; programming production and/or studio equipment rental fees; advertising revenues; and revenues derived by the Grantee from home shopping channel sales to Subscribers. Gross Revenues shall not include: (i) any tax, fee, or assessment of general applicability, (ii) unrecovered bad debt, and (iii) revenues received from the provision of internet service over the Cable System unless and until such time as Federal law or the FCC's rules and regulations determine that internet service shall be designated a Cable Service and included in Gross Revenues for the purpose of calculating

franchise fees. Advertising and home shopping revenues shall be allocated on a pro-rata basis based on the number of total Subscribers versus the Subscribers residing within the Service Area, provided the revenues cannot be calculated on a per-Subscriber basis. Gross Revenues shall be the basis for computing any franchise fee.

- N. "Installation" shall mean the connection of the Cable System from feeder fiber, cable, or other distribution mechanism to Convertor Boxes.
- O. "OTT" shall mean an Over-the-Top video programming service whose owner and/or operator was granted a franchise by the Franchising Authority to provide programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.
- P. "OVS" shall mean an Open Video System, as certified by the FCC pursuant to 47 U.S.C. § 573, as may be amended, whose owner and/or operator was granted a franchise by the Franchising Authority to provide video programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.
- Q. "Person" shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- R. A "Pole" may refer to any telephone pole, conduit and/or other facility which is owned by the Franchising Authority upon which the Grantee may affix the Cable Systems facilities.
- S. "Public Building" shall mean police and fire stations and administration buildings of the Franchising Authority located within the Service Area.
- T. "Public School" shall mean any school at any educational level operated within the Service Area by any public, private or parochial school system, but limited to, the equivalent of elementary schools, junior high schools, middle schools and high schools.
- U. "Public Way" shall mean the surface of, and the space above and below, each of the following, which are dedicated to the public and maintained under public authority or by others and located within the Service Area: streets, roadways, highways, freeways, parkways, bridges, land paths, boulevards, avenues, lanes, courts, ways, alleys, sidewalks, circles, drives, easements, rights-of-way, and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area.
- V. "Service Area" means the present boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions specifically stated herein.
 - W. "State" shall mean the State of Tennessee.
- X. "Standard Installation" is defined as Installation of the Cable Service that is within 125 feet from the nearest connection point to the Cable System.

Y. "Subscriber" means a Person who, with the Grantee's express permission, lawfully receives Cable Service from the Cable System.

SECTION 2 Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area. The Grantee is authorized for that purpose to erect, install, or construct; repair, replace, or reconstruct; and operate, maintain, or retain such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes in, on, over, under, upon, across, or along any Public Way.

2.2 Additional Franchises.

- A. Additional Franchise Granted in More Favorable Terms. If, following the Effective Date, the Franchising Authority exercises its right to grant an Additional Franchise to a third-party and the Grantee believes that the Additional Franchise Agreement created therefrom bestows benefits and imposes burdens on such third-party, which on balance, are materially more advantageous to such third-party than the benefits bestowed and the burdens imposed on the Grantee by this Agreement, the Grantee may at any time request that the Franchising Authority compare the Additional Franchise Agreement and the Agreement and make a determination as to the Grantee's belief. If the Franchising Authority determines that the Grantee's belief is correct, the parties shall renegotiate the terms and conditions of this Agreement as provided for in this Subsection. If the Franchising Authority is required by an existing ordinance, regulation, or State of federal law, including the Cable Act, to provide advance written public notice of any request for an Additional Franchise from a third-party, the Franchising Authority shall make such notice and simultaneously provide the Grantee with a copy of the proposed request.
- B. Procedure for Review of Additional Franchise Agreement. The Franchising Authority shall have ten (10) days after receipt of a request from the Grantee to issue a written determination as to its comparison of the Additional Franchise Agreement and this Agreement. If the Franchising Authority determines that the Additional Franchise Agreement is more favorable to the third-party, negotiations on a new Agreement or an amendment to the current Agreement shall commence within three (3) business days of the Grantee's receipt of the determination. The focus of such negotiations shall be to create overall economic, technical and operational parity between the franchisees. If the Grantee disagrees with the Franchising Authority's decision, the Grantee may request that the Franchising Authority reconsider within three (3) business days of receipt of the determination.
- C. <u>Factors for Determination.</u> In making a determination under this **Section 2**, the Franchising Authority will consider factors including, but not limited to: (i) the term of the franchise; (ii) the franchise fee to be paid by each franchisee; (iii) the number and density of dwelling units to be served; (iv) differences in construction, operational maintenance requirements

and the costs thereof; (v) differences in required system characteristics, including state-of-the-art requirements; (vi) differences in service obligations, including the provision of access to public, educational and government ("PEG") channels and institutional service requirements; (vii) differences in permitted cable service fees and charges; and (viii) such other factors that are relevant to an inquiry into the overall economic, technical and operational parity of the agreements.

- **2.3** Police Powers and Conflicts with Franchise. The Grantee acknowledges that its rights hereunder are subject to the police power of the Franchising Authority to adopt and enforce general franchises necessary for the safety and welfare of the public. The Grantee shall comply with all applicable general laws and regulations enacted by the Franchising Authority pursuant to such power. Subject to its lawful police powers, the Franchising Authority may not, by franchise or otherwise, alter any of the Grantee's material rights, benefits, obligations or duties as specified in this Agreement. In the event of a conflict between any franchise and this Agreement, the terms and conditions of this Agreement shall control, provided; however, that the Grantee agrees that it is subject to the lawful police power of the Franchising Authority.
- **Other Ordinances.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Agreement. In the event of a conflict between any ordinance and this Agreement, this Agreement shall control.
- **2.5** Other Authorizations. The Franchising Authority shall not permit any Person to provide services similar to those provided by the Grantee within the Service Area without the Person first securing an Additional Franchise. The Franchising Authority shall not grant any Additional Franchises or other authorizations to third-parties, including franchises or authorizations granted to OVS or OTT providers, to provide services similar to those provided by the Grantee within the Service Area on terms and/or conditions more favorable or less burdensome than those granted to the Grantee as set forth herein.

SECTION 3 Franchise Renewal

3.1 Procedures for Renewal.

A. The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth below subject to the Grantee's acceptance by countersigning where indicated below. This Franchise shall be automatically extended for an additional term of ten (10) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

B. In addition to the procedures set forth in the Cable Act and federal law, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments

shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.

- C. Notwithstanding anything to the contrary set forth in this Subsection 3.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.
- 3.2 <u>Assessment of Needs.</u> In addition to the procedures set forth in Section 626(a) of the Cable Act, the Franchising Authority agrees to notify the Grantee of all assessments the Franchising Authority has made regarding (i) the cable-related needs and interests of the community within the Service Area and (ii) the performance of the Grantee under the Agreement and the Franchise. The Franchising Authority further agrees that any such assessments shall be provided to the Grantee promptly so that the Grantee may timely provide a response under Section 626(b) of the Cable Act to complete renewal of the Franchise prior to expiration of its term.
- **3.4** <u>Terms Consistent with Law.</u> The Franchising Authority and the Grantee consider the terms set forth in this Subsection to be consistent with the express provisions of **Section 626** of the Cable Act.
- 3.5 <u>Consideration of Additional Franchise Agreements and Authorizations.</u> The Franchising Authority shall take into account any previously granted Additional Franchise Agreements or authorizations, when seeking to impose increased obligations upon the Grantee in any renewal of this Agreement or the Franchise. The proposed increased obligations shall not be more burdensome and/or less favorable than those contained in any such Additional Franchise Agreements or authorizations.

<u>SECTION 4</u> <u>Insurance and Indemnification</u>

4.1 <u>Insurance Requirements.</u> The Grantee shall obtain and/or maintain, at its own cost, insurance that meets the coverage requirements set forth in this Subsection. Such insurance shall be in full force and effect during the term of the Agreement and the Franchise and any renewal periods of the same. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancelable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this Subsection. The insurance shall be in the amounts as follows:

Worker's Compensation: Commercial General Liability: Combined Single Liability (C.S.L.): Statutory Limits \$1,000,000 per occurrence \$2,000,000 General Aggregate Auto Liability including coverage on all owned, non-owned hired autos: Umbrella Liability:

\$1,000,000 C.S.L. \$1,000,000 per occurrence C.S.L.

4.2 <u>Indemnification.</u> The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of the Cable System provided that the Franchising Authority shall give the Grantee written notice within ten (10) days of the Franchising Authority's receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority, its officers, members, agents or employees or for the Franchising Authority's use of the Cable System, including the use of any PEG channels.

SECTION 5 Service Obligations

- **5.1 No Discrimination.** The Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. The Grantee shall comply at all times with all other applicable federal, State and local laws and regulations.
- **5.2 Privacy.** The Grantee shall comply with all applicable federal or State laws and regulations regarding the privacy rights of Subscribers.
- **Rates.** The Grantee shall establish rates that are nondiscriminatory within the same general class or tier of Subscribers. Nothing contained herein shall prohibit the Grantee from offering: (i) discounts to commercial and multiple family dwelling Subscribers billed on a bulk basis; (ii) promotional discounts; (iii) reduced Installation rates for Subscribers who have multiple services; and (iv) discounted rates in those portions of the Service Area subject to competition from other video programming providers.

SECTION 6 Service Availability

Service Area. The Grantee shall make the Cable Service available to every dwelling unit within the Service Area so that the Cable Services, unless specifically stated hereon, is available to areas with a minimum density of at least ten (10) dwelling units per quarter cable mile within three (3) years from the Effective Date. The Grantee may elect to provide Cable Service to areas not meeting the density standards referenced in this Subsection. The build-out requirements in this Subsection do not apply to areas within the Service Area that are currently being served by another Person pursuant to an Additional Franchise Agreement. The Grantee shall Install the Cable Service at its published rates.

- **6.2** Service to New or Previously Un-served Single Family Dwellings. The Grantee shall offer Cable Service to all new homes or previously un-served single dwelling units located within 125 feet of the Grantee's feeder cable or broadband distribution facilities at its published rates for Standard Installation.
- 6.3 Service to New Subdivisions. Where the Franchising Authority has created or established a new subdivision for dwelling units within the Service Area after the Effective Date, the Grantee shall make the Cable Service available to these dwelling units if the following conditions are met: (i) the dwelling units must have building foundations in place; (ii) electric and/or telephone facilities have been installed to provide electric or telephone service to the dwelling units; (iii) the dwelling units are located within 125 feet of the Grantee's existing Cable Service distribution facilities; (iv) the minimum density of the new subdivision is at least ten (10) dwelling units per quarter cable mile; and (v) the Grantee is not required to pay an entrance fee or private right-of-way fee to provide Cable Service to the subdivision. If all of these conditions are met, the Grantee shall extend Cable Service to such a dwelling unit within six (6) months of a written request by a resident of the new subdivision with authority to contract for cable services for the dwelling unit. The Franchising Authority shall use its best efforts to advise the Grantee when a new subdivision has been approved and permitted by the Franchising Authority for construction.
- 6.4 <u>Service to Annexed Areas.</u> The Grantee shall offer Cable Services to any area described in any annexation franchise passed after the Effective Date within one (1) year after the effective date of such annexation franchise. The area delineated in the annexation shall be included with, and become part of the definition of, the Service Area upon the Installation of the Cable Service within the annexation area. The Grantee shall not be required to offer service to the annexation area if the Grantee or a Person already provides video programming services to the annexation area or if the density of homes is less than that required in **Section 6.1**.
- 6.5 Additional Service. The Grantee may elect to offer Cable Service to areas within the Service Area not meeting the standards set forth in this Section 6. The Grantee may impose an additional charge in excess of its Standard Installation charge to any Subscriber for any Installation that requires the Grantee to exceed the standards set forth in this Section 6. This additional charge shall be computed on a time plus materials basis to be calculated on that portion of the Installation that is above and beyond 125 feet for the nearest connection point to the Cable System.
- 6.6 New Development Underground. In cases of new construction or property development within the Service Area where utilities will be placed underground, the Franchising Authority shall require any property owner or developer to: (i) provide notices of such construction to the Grantee and (ii) allow the Grantee to require installation of facilities for the availability of Cable Service, into any trench created for the underground utilities as conditions of the Franchising Authority issuing a permit to authorize the proposed new construction or property development. Specifically, such permit shall require the property owner or developer to notify the Grantee in writing: (y) thirty (30) days prior to the start of construction or development and (ii) at least two (2) weeks prior to the time that the property owner or developer shall make the open trench available for installation of conduit, pedestals, vaults, and/or laterals. The Grantee and applicable property owner or developer shall agree upon the specifications or construction schedule as needed for trenching prior to the open trenching date. Costs of trenching and easements required to bring

Cable Services to the property or development shall be borne by the developer or property owner. The Franchising Authority shall use its best efforts to advise the Grantee when a permit has been approved by the Franchising Authority for construction or development that provides for the installation of underground utilities.

SECTION 7 Construction and Technical Standards

- **7.1** Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and the National Electric Safety Code.
- **Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end or comparable broadband facility or equipment; distribution system; towers; house connections, structures, Poles, wire, cable, coaxial cable, and fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.
- 7.3 <u>Safety.</u> The Grantee shall at all times employ ordinary care and commonly accepted methods and practices in the video distribution industry in the installation and maintenance, including but not limited to Installations, of the Cable System's facilities and equipment necessary to provide the Cable Services. All such work shall be performed in substantial accordance with generally applicable federal, State, and local regulations and the National Electric Safety Code.
- **7.4** Network Technical Requirement. The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of complying with all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC rules and regulations.
- 7.5 Performance Monitoring. Grantee shall test the Cable System as required by the FCC's rules and regulations. The Franchising Authority may require additional tests, full or partial repeat tests, or different test procedures when there is evidence which casts doubt upon the reliability or technical quality of the Cable System on the basis of complaints received from the public or other evidence indicating an unresolved controversy or alleged significant non-compliance with the standards set forth in this Subsection. Such tests will be limited to the particular matter in controversy or the alleged significant non-compliance. The Franchising Authority shall schedule its requests for such tests so as to minimize hardship or inconvenience to the Grantee and to the Subscribers. The Franchising Authority shall not request such testing more than once annually.

SECTION 8 Standards of Service

8.1 General Conditions. The Grantee shall have the right to utilize existing Poles and other infrastructure owned by Grantee whenever possible, and shall only construct or install new,

different, or additional Poles whether on public property or on privately owned property where it has the authority to do so.

- **8.2** <u>Underground Construction.</u> The Grantee shall be authorized to construct, operate, and maintain its Cable System underground in areas where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services have such authorization. Nothing contained in this Subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.
- **8.3 Permits.** The Franchising Authority shall cooperate with the Grantee in granting any permits required for the construction of the Cable System, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Public Ways and that proposed construction shall be done in accordance with this Agreement.
- **8.4** System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any facilities or Poles placed in any Public Way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.
- **Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.
- **8.7** Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth on or along Public Ways in order to access and maintain the Cable System.
- **8.10** Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.
- **8.11** Emergency Alert System. Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable State and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from

any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

SECTION 9 Service and Rates

- Service insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the Cable System, or the Franchising Authority gives notice of intent to terminate or fails to renew the Agreement and this Franchise, the Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted service during such overbuild, rebuild, modification or sale of the Cable System, unless circumstances are beyond the control of the Grantee or are unforeseen or constitute a Force Majeure as discussed in Section 15.2. In the event of a change of the Grantee, or in the event a new operator acquires the Cable System, the Grantee shall cooperate with the Franchising Authority and the new grantee or operator in maintaining continuity of service to all Subscribers. During such period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System.
- **9.2** Customer Service Standards. The Grantee will comply with the customer service standards promulgated by the FCC in accordance with Section 632 of the Communications Act for as long as such standards are in effect. Such standards are incorporated herein as Exhibit A.

SECTION 10 Franchise Fee

10.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of annual Gross Revenues. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Grantee shall commence payment of the franchise fee on the first day of the calendar month that is at least thirty (30) days after the Effective Date. The franchise fee payment shall be due quarterly and payable within 60 days after the close of each calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. The Grantee shall keep records for all franchise fee payments for three (3) years.

B. <u>Limitation on Franchise Fee Audits</u>. The period of limitation for recovery of any franchise fee payable hereunder shall be in accordance with the appropriate State or federal laws. Any additional amount due to the Franchising Authority shall be paid within thirty (30) days of the Franchising Authority submitting an invoice for such sum, the Grantee may audit the accuracy of its payment of franchise fees to the Franchising Authority. Any amounts overpaid by the Grantee shall be deducted from future franchise fee payments.

SECTION 11 Transfer of Franchise

- 11.1 <u>Transfer of Franchise.</u> The Franchise granted hereunder shall not be sold, transferred, leased or assigned, including but not limited to, by forced or voluntary sale, receivership, or other means without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not acted on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed duly given.
- **11.2** <u>Transfer Without Consent Deemed Violation.</u> Any sale, assignment or transfer of the Franchise or the Agreement occurring without prior approval of the Franchising Authority shall constitute a violation of the Agreement and the Franchise by the Grantee.
- 11.3 <u>Transfer to Affiliates.</u> The foregoing requirements shall not apply to any sale, assignment or transfer to any Person/Entity that is owned or controlled by the Grantee, or any Person/Entity that owns or controls the Grantee. Grantee shall notify the Franchising Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12 Books and Records

- **12.1** Reports Required. The Grantee's schedule of charges, contract or application forms for Cable Service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Franchising Authority upon request.
- **Records Required.** The Grantee shall at all times maintain and make available to the Franchising Authority the following documents within thirty (30) days of a written request, provided however that Franchising Authority may not request documents referenced in **Subsection 12.2** more often than once a year:
- (i). A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for two (2) years.
- (ii). A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 **Inspection of Records.** Upon thirty (30) days' advance written notice, the Grantee shall permit any duly authorized representative of the Franchising Authority to examine, during normal business hours on a non-disruptive basis, all records reasonably necessary to ensure the Grantee's compliance with the Agreement and this Franchise. Such notice shall specifically reference the section or subsection of the Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. The Grantee shall provide electronic copies of its books and records if available or paper copies if electronic copies are not available. The Grantee shall fully cooperate in making available its records and otherwise assisting in these activities. The Grantee shall not be required to maintain any books and records related to the Grantee's compliance with the terms and conditions of the Franchise longer than three (3) years. The Grantee shall not be required to provide Subscriber information to the Franchising Authority in violation of Section 631 of the Cable Act. The Franchising Authority agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Franchising Authority aware of such confidentiality. The Grantee may require the Franchising Authority, or any of its employees, agents or representatives who will have access to such information to sign a confidentiality agreement prior to the release of any of this information.

SECTION 13 Community Programming

- Service to Schools and Public Buildings. The Grantee shall offer to install one (1) 13.1 Convertor Box to each Public School and/or Public Building within 125 feet of nearest Cable System connection point and will offer to provide Basic Cable Service and any "expanded" Basic Cable Service tier, if offered, for the term of this Agreement. The Cable Services shall be offered to the Public Schools and Public Buildings. Any such Public School may install, at its expense, such additional Convertor Boxes for classroom purposes as it desires, provided that such installation shall not interfere with the operation of the Cable System. The quality and manner of installation of such additional connections at the Public Schools shall be approved by the Grantee prior to installation and shall comply with all local, State and federal laws and regulations. The requirement to provide Cable Services to Public Schools and Public Buildings is subject to the same build-out set forth in Subsection 6.1. The Grantee shall not be required to offer Cable Services to Public Schools and Public Buildings that are more than 125 feet from the nearest connection point to the Cable System, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation. In accordance with the Federal Communications Commission's Third Report and Order regarding Implementation of Section 621(a)(1) of the Cable Communication Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Released August 2, 2019, the cost of any installations to Schools and Public Buildings, if requested, shall be deducted against the Franchise Fee identified in Section 10.1 of this Ordinance.
- 13.2 <u>Limitations on Use.</u> The Cable Service provided pursuant to **Subsection 13.1** above shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any improper or inappropriate use of the Cable System or any loss or damage to the Cable System. The Franchising

Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by **Subsection 13.1** above.

SECTION 14 Enforcement and Termination of Franchise

- 14.1 <u>Notice of Violation.</u> In the event that the Franchising Authority believes that the Grantee has not complied with or defaulted on any material term of this Agreement, the Franchising Authority shall informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.
- 14.2 <u>The Grantee's Right to Cure or Respond.</u> The Grantee shall have thirty (30) days from receipt of the notice described in **Subsection 14.1**:
 - (i). to respond to the Franchising Authority, contesting the assertion of such noncompliance;
 - (ii). to cure such default; or
 - (iii). in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.
- **Public Hearing.** In the event that the Grantee fails to respond to the notice described in **Subsection 14.1** pursuant to the procedures set forth in **Subsection 14.2**, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to **Subsection 14.2(ii)** above, the Franchising Authority shall schedule a public hearing to address the alleged non-compliance or default if it intends to continue its investigation. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which shall specify the time, place and purpose of such hearing. The Franchising Authority shall present any evidence of the default at the public hearing and the Grantee shall be provided with equal time to present evidence contrary to that provided by the Franchising Authority or present evidence if the Grantee's attempts to remedy the default.
- 14.4 <u>Enforcement.</u> In the event the Franchising Authority determines that the Grantee is in material default of any provision of the Agreement after the hearing set forth in **Subsection 14.3**, the Franchising Authority may, subject to applicable federal and State law,
 - (i). seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
 - (ii). commence an action at law for monetary damages or seek other equitable relief; or

(iii). in the case of repeated or ongoing substantial non-compliance with a material term or terms of this Agreement, seek to revoke the Franchise and terminate this Agreement in accordance with **Subsection 14.5**.

14.5 Revocation.

- A. Notice of Intent to Revoke. Prior to revocation of the Franchise and termination of this Agreement, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise and terminate this Agreement on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth the exact nature of the noncompliance and include citation to one or more specific instances of substantial noncompliance with a material provision of this Agreement by the Grantee. The Grantee shall have sixty (60) days from such notice to object in writing to the Franchising Authority, state its reasons for such objection, and provide any explanation. If the Franchising Authority is not satisfied with the Grantee's response, it may then seek to revoke the Franchise and terminate this Agreement at a public hearing. The Franchising Authority shall give the Grantee at least twenty (20) days prior written notice of such public hearing, specifying the time and place of such hearing, and stating the Franchising Authority's intent to revoke the Franchise and terminate this Agreement.
- B. Revocation Hearing Provisions. At the revocation hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and witnesses to support its position, and question any witnesses presented by the Franchising Authority. After the Grantee has concluded its presentation, the Franchising Authority shall determine whether or not the Franchise shall be revoked, and this Agreement shall be terminated. The revocation hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be made in writing and shall be delivered to the Grantee pursuant to the notice provisions of this Agreement. The Grantee may appeal such determination to a court of competent jurisdiction.

14.6 Conditions of Sale.

- A. If the Grantee's Franchise and this Agreement are lawfully revoked or terminated and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.
- B. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise and termination of this Agreement, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third-party. The Grantee shall be authorized to continue to operate pursuant to the terms of this Agreement during this period. If the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System during such time, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or State law. It is

further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

- C. Upon the termination of this Agreement and revocation of the Franchise, as provided herein, the Grantee shall, upon notice by the Franchising Authority, remove at its own expense the Cable System from all Public Ways. Notwithstanding the foregoing, the Grantee may abandon any property on Public Ways upon written notice to the Franchising Authority. If, within ninety (90) days of the receipt of such notice, the Franchising Authority determines that the safety, appearance, or use of the Public Ways would be adversely affected, the property must be removed by the Grantee by a date reasonably specified by the Franchising Authority, in light of the amount of work to be performed.
- 14.7 Good Faith Errors. The parties agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise or termination of this Agreement for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact to the Subscribers or the Cable Services, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 15 Miscellaneous Provisions

- 15.1 <u>Compliance with State and Federal Laws.</u> This Franchise shall be governed by and construed in accordance with Federal law, the laws of the State of Tennessee and the Town of Ashland City, Tennessee. The Grantee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and any applicable cable ordinance enacted by the Franchising Authority. Notwithstanding any other provisions of this Agreement to the contrary, the Grantee shall at all times comply with all laws and regulations of the State and federal government or any administrative agencies thereof which related to the conduct of the Grantee's business.
- **15.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by third-party utility providers to service or monitor their utility poles to which portions of the Cable System are attached, as well as unavailability of materials and/or qualified labor to perform the required work.
- **Actions of Parties.** The Franchising Authority and the Grantee shall act in a reasonable, expeditious, and timely manner in regard to any action that is mandated or permitted under the terms hereof. Furthermore, in any instance where the approval or consent is required by one of the parties under the terms hereof, such approval or consent shall not be unreasonably withheld.
- **15.4 Entire Agreement.** This Agreement constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements,

whether oral or written. Neither party may unilaterally alter the material rights and obligations set forth in this Agreement, whether through governmental power or otherwise. Any amendments to this Agreement shall be mutually agreed to in writing by the parties.

Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either express or implied, by the Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that the Grantee reserves all of its rights under applicable Federal and State Constitutions, laws and regulations.

15.6 Notices.

- A. Unless otherwise expressly agreed between the parties, every notice or response required by this Agreement to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (i) upon receipt when hand delivered to the other party, (ii) upon receipt when sent certified, registered mail, (iii) within five (5) business days after having been deposited with the United States Postal Service for standard delivery or (iv) or the next business day if sent by express mail or overnight courier.
- B. Notices or responses to the Franchising Authority and the Grantee shall be addressed as follows:

if to the Franchising Authority:

Steve Allen Mayor of Ashland City 101 Court street P.O. Box 36 Ashland City, TN 37015

if to the Grantee:

Cumberland Connect Broadband Manager 1940 Madison Street Clarksville TN 37043 Attn: Mark Cook

C. The Franchising Authority and the Grantee may designate such other address or addresses as those provided in **Subsection 15.6(B)** from time to time by giving notice to the other in the manner provided for in this Subsection.

- **15.7** <u>Descriptive Headings.</u> The captions to Sections and Subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.
- **15.8** <u>Severability.</u> If any Section, Subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, Subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Agreement.
- **15.9** Effective Date. The Effective Date of this Franchise is the date of final adoption by the Franchising Authority as set forth below subject to the Grantee's acceptance by countersigning where indicated below.

[Signatures on the following page.]

Considered and approved th	is day of, 2021.
Franchising Authority:	Town of Ashland City
Signature:	
Printed Name:	
Title:	
Grantee:	Cumberland Connect
Signature:	
Printed Name:	
Title:	

Exhibit A

Section 76.309 FCC Customer Service Obligations

- 1. Cable system office hours and telephone availability-
- A. 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.
- i. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
- ii. 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.
- B. The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone availability standards above unless an historical record of complaints indicates a clear failure to comply.
- C. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
- D. 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.:
- A. 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
- B. The "appointment window" alternative 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.)
- C. If a cable operator representative is running later for an appointment with a customer and will not be able to keep the appointment as scheduled, best efforts will be made to contact the customer. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

3. Communications between cable operators and cable subscribers.

A. 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-

A. Normal Business Hours. The terms "normal business hours" means 7:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays.

B. 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, 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.

C. Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

Nashville (615) 256-7381

ORTEX SYSTEMS

Huntsville (256) 882-6433

Clarksville (931) 645-0382

RESIDENTIAL/COMMERCIAL PEST CONTROL SERVICE AGREEMENT

PURCHASER		PREMISES		
Name Ashland City Senior	Colettee	Name		
Address 104 Ruth Dr.	*			
City Mohland City				
State Zip 3	mic ic			Zip
Telephone 615-797-4/21/				
Email		Email		
SERVICE CHARGES FOR YOUR ORTEX PROTECTION ARE	ORTEX WILL PR	OVIDE CONTROL		THE PESTS CHECKED BELOW:
SPECIFIED BELOW: \$ <i>175.00</i>	☐ American Roache	S		Bed Bugs
Initial Service Charge	☐ Brown Banded Ro	oaches		Pharoh Ants
\$	☐ German Roaches			Rats
Monthly Service	☐ Oriental Roaches			Brown Recluse Spiders
•	Smoky Brown Ro	aches		Black Widow Spiders
\$	☐ House Spiders			Wasp
Every Other Month	☐ House Ants			Bees
\$	☐ House Crickets			Yellow Jackets
Quarterly	Centipedes			Hornets
\$Annual Amount Less 5% Discount	☐ Millipedes			Clothes Moths
	☐ Earwigs			Carpet Beetles
\$	☐ Mice			Indoor Mite Control
Amount Remitted with Agreement	☐ Silverfish			Fleas
METHOD OF PAYMENT:				Ticks
☐ Prebill Monthly	& Corporate	1005		
☐ Remit to Service Technician				
☐ 5% Discount One Year in Advance				
SPECIAL INSTRUCTIONS:	A fine armen	A Dumosto	S-	and around AC units
lost Fence Intra Commber	byd in Tales	Rockmann	1	Treatment once now
Inst Fency to be Complex	NG.			pt 7 t
ORTEX AGREES TO PROVIDE				

Ortex will service the premises at least <u>one final</u> in order to control the pests checked above. If additional service is requested by the customer between the regular <u>one final</u> service visits, service will be performed at no additional cost to the customer.

The customer agrees to make the premises available for inspection and treatment as often as necessary to control these pests during the duration of this agreement. If the premises is not available for service on the appointed service day, an outside service will be performed and you will be charged for the price of your service. An inside service may be done at no additional cost to you during that month.

This agreement will be for an initial period of one year and shall continue thereafter with a service by service basis. After the initial period of one year, this agreement may be canceled by either party with a 30 day written notice. Ortex reserves the right to revise the service charge after the first year. Early termination of this agreement will result in remaining balance due of such agreement.

This agreement does not guarantee against present or future damage to the building or contents, or provide for the repair or compensation thereof.

	_1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
Dogo 101	Y-J-Jele	5-21-71		 ITEM # 19.
- Page 101 -	EPŘESENTATIVE SIGNATURE	DATE	CUSTOMER SIGNATURE	11 LIVI # 19.

RESOLUTION NO. 2021-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO WRITE-OFF DELINQUENT WATER ACCOUNTS RECIEVABLES

- **WHEREAS,** the Town of Ashland City distributes water and collects sewage from the local business and residential community; and,
- **WHEREAS,** the Town of Ashland City has on its books' numerous delinquent accounts for water and sewer fees which have been assessed and are over 180 days past due; and,
- **WHEREAS,** the Mayor and Council recognize that the ability to effectively collect on outstanding accounts has become cumbersome activity, and the likelihood of collecting is extremely minimal; and,
- **WHEREAS,** it is the desire of the Mayor and Council to clean up the financial records and books to avoid the carry-over of accounts receivables as available revenue, which stand a minimal possibility of collection; and
- **WHEREAS,** the Mayor and Council have determined that writing-off the delinquent accounts totaling \$9,634.13 which are over 180 days old and have been turned over to a collection agency would clear up the books and financial records of the City.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, to hereby authorize the Financial Director to take whatever action is deemed appropriate to remove as available revenue from the financial books and records for the Town of Ashland City those accounts which have been turned over to a collection agency due to non-payment.

We, the undersigned City Council members, meeting in Regular Session on this 8th day of June, 2021 move the adoption of the above Resolution.

Councilmember	moved to adopt the Resolution.	
Councilmember	seconded the motion.	
Voting in Favor	Voting Against	
Attest:		
Steve Allen, Mayor	Kellie Reed. City Recorder	

- Page 102 -

Account No.	Name	Amount Owed
01-00580-23	DELACIE FARLEY	152.2
01-01620-32	CHRISTOPHER PULLEY	34.88
01-01650-31	DENNIS OBRIEN	165.58
02-00230-28	JESSICA YOUNGER	200.91
02-00960-15	KELSEY WHITE	202.22
02-01090-20	EARLINE PEARL MATHEWS	178.74
03-01745-04	MICHAEL & JENNIFER SMITH	165.02
03-02190-25	KENNETH SPANN	172.54
03-02350-26	BILLY R ABEL	402.34
03-02500-17	JOHN FLANNERY	35.12
03-02510-26	NOHEMY A PEREZA	48.41
03-02520-25	KELLY TANGER	235.43
03-02768-04	KATHERINE WILKINS & JASON WILKINS	75.84
04-00070-19	ANTHONY MALONE	135.31
04-00250-19	THOMAS RICHARDSON	257.77
04-00605-02	MARIA CABRERA	79.28
04-00629-08	SHELBIE MORRIS	157.01
04-00634-06	ASHLEE SUTTON	69.74
04-00766-02	APRIL M WORD	69.98
04-01315-04	THERESA HARDRICK	125.5
04-02281-23	RICARDO VELAZQUEZ	45.19
04-02316-19	KATHERINE MATHIS	103.01
04-02430-16	BETHANI LANKFORD	441.92
04-02767-27	KAREN HERNENDEZ RANGEL	136.27
04-02768-20	RAMOS MATIAS	123.15
04-03711-29	LUIS M OSEGERA	78.78
04-03712-37	ANTHONY FIGUEROA SASTRE	635.19
04-03713-24	JEREMY CASON	97.52
05-00060-19	JOHNNY GREEN	672.01

05-00660-21	AMANDA ANDERSON	52.7
05-00680-12	JOHN R LEWIS II	199.74
05-01470-20	CHARLES ADAMS	48.24
05-01490-14	GEORGE BREW	89.35
05-01730-16	WENDELL ADKINS JR	161.98
05-01850-30	ALLEN R GABLES	201.24
05-02160-15	KATHERINE DUIVEN	29.74
06-00013-00	BACKWOODS CUSTOMS	27.35
07-02700-02	DREW LEE	42.65
10-00015-08	LYNN LAWRENCE	70.33
10-00052-07	JASMINE SHERNELL	111.02
10-00140-14	JOSELYN CARMONA	48.29
10-00181-14	CARLY GENTRY	79.29
10-00254-04	COREY ROBERSON	106.85
10-00640-03	CATAMOUNT PROPERTIES 2018 LLC	48.89
10-00970-07	RICHARD BISHOP	135.32
10-01160-04	ANDREW URBAN	149.67
11-00002-02	CAROLYN A SOSH	78.38
11-00004-15	ROECHELL REED	157.43
11-00017-10	TYRESA HUSBANDS	303.22
11-00017-11	JESSICA MCCLENDON	168.04
11-00028-16	BRENDA SHELTON (DECEASED)	145.77
11-00029-15	DANIELLE ANDERSEN	109.05
11-00033-13	RYAN KEYS	925.34
11-00071-18	CORDERO GREEN	359.25
11-00073-17	RANDI RIDGEWAY	89.22
11-00084-11	AUSTIN PRUITT	135.37
11-00085-17	KHRISTIAN BERRY	154.17
11-00138-08	JENNIFER ANDERSON	109.38

Total \$9,634.13

- Page 104 - | ITEM # 21.